

**MEETING OF THE BOARD OF DIRECTORS OF THE
SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION
A COLORADO NON-PROFIT CORPORATION**

City Council Chambers
448 East 1st Street
City of Salida, Colorado
Tuesday, October 20, 2015 11:00 a.m.

The NRCDC Board may take action on and of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

I. MEETING CALLED TO ORDER

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

IV. TREASURER'S REPORT

V. SCHEDULED ITEMS

1. Updates on potential property sales
 - a. Colorado Parks & Wildlife
 - b. Workforce Housing
 - c. Light Industrial
 - d. Recreation Area
2. NRCDC Master Plan Proposal
3. Resolution 2015-07, Approving a non-binding letter of intent for the purchase and sale of land
4. Music Festival – Site restoration & trailhead development

VI. UNSCHEDULED ITEMS

VII. EXECUTIVE SESSION: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION: To discuss negotiations for the possible disposition of land and development opportunities.

VIII. REPORT/ACTION ON EXECUTIVE SESSION MATTERS

IX. ADJOURN

**MINUTES
OF THE BOARD OF DIRECTORS OF
SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION
A COLORADO NON-PROFIT CORPORATION**

A meeting of the Corporation was held October 6, 2015, at 448 E. 1st Street, Salida, Colorado 81021 beginning at 11:00 a.m. Directors present were Susan Hughes, Rusty Granzella, Ray Kitson, and Ron Mazzeo. Members absent were Jim McConaghy, Walt Harder, Tim Glenn and Bob Grether. Dara MacDonald, Michael Scott and Dan Osborn were also in attendance.

Public Comment: No public comment was provided.

Approval of Minutes: Minutes of September 15th were unanimously approved.

Treasurer's Report: Granzella presented the Balance Sheet and P&L. MacDonald noted that the USFS recently sent the 2015 adjustment for the lease payment. The monthly payment will increase approximately \$280 per month.

Scheduled Items:

1. Colorado Parks & Wildlife - MacDonald updated that things are progressing and that we should expect to see a purchase agreement in January.
2. Workforce Housing - Osborn updated the Board that he is continuing to work with Belmont group and the State towards development of the affordable housing project
3. Light Industrial - On hold pending estimates for natural gas service.
4. Music Festival, Site restoration and trailhead development – Osborn updated the board on progress, most of the heavy equipment work is completed and seeding will take place in the coming weeks.

Unscheduled Items:

Granzella would like to begin collecting community input around recreation. Directed that discussion on recreation should be a regular agenda item.

Executive Session:

The board approved a motion to enter executive session, For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION: To discuss negotiations for the possible disposition of land and development opportunities related to Colorado Parks & Wildlife, affordable housing and light industrial uses.

The board entered executive session at 11:16 a.m. and adjourned back to the regular meeting at 12:10 p.m.

Adjourn:

The meeting was adjourned at 12:11 p.m.

The undersigned have executed these minutes effective this 20th day of October, 2015.

RAY KITSON, PRESIDENT

DARA MACDONALD, SECRETARY

**MINUTES
OF THE BOARD OF DIRECTORS OF
SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION
A COLORADO NON-PROFIT CORPORATION**

A meeting of the Corporation was held October 13, 2015, at 448 E. 1st Street, Salida, Colorado 81021 beginning at 11:00 a.m. Directors present were Susan Hughes, Walt Harder, Rusty Granzella, Ray Kitson, and Ron Mazzeo. Members absent were Jim McConaghy, Tim Glenn and Bob Grether. Dara MacDonald, Michael Scott, Bob Salmi and Dan Osborn were also in attendance.

Public Comment: No public comment was provided.

Approval of Minutes: Minutes of September 1st were unanimously approved.

Executive Session:

The board approved a motion to enter executive session, For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION: To discuss negotiations for the possible disposition of land and development opportunities.

The board entered executive session at 11:02 a.m. and adjourned back to the regular meeting at 11:55 a.m.

Report/Action on Executive Session:

The board directed Michael Scott to draft a letter of intent to address the deal points with Lowry Construction as discussed in Executive Session. Mazzeo was opposed to the motion.

Adjourn:

The meeting was adjourned at 11:58 a.m.

The undersigned have executed these minutes effective this 20th day of October, 2015.

RAY KITSON, PRESIDENT

DARA MACDONALD, SECRETARY

Salida NRCDC
448 East 1st Street
City of Salida, CO 81201



PO BOX 61
Salida, CO 81201
andy@lwconcepts.com
505-690-5873

10/6/2015

Ref: Schematic Master Plan

Land and Water Concepts, inc. (LWC) is pleased to submit this proposal for the following project (herein "the Project").

Scope of Services	Total
Develop a master plan for the Salida NRCDC Vandaveer parcel. Planning will focus on the western half of the parcel where a recreation complex is proposed. The master plan will include but is not limited to roads, pedestrian paths, sidewalks and trails, athletic facilities, camping areas and a stage, as well as proposed lot boundaries for future development. The plan will be schematic in nature showing the appropriate size, scale and orientation of the planned improvements but will not include any design. It is anticipated that there will be 3 revisions addressing comments from the City Staff and the NRCDC board.	4,500.00

Additional services not specifically described above will be billed at an hourly rate of \$65; these additional services may include consultations with owner and other professionals and agents working on the project, site visits, and additional drafting. LWC can generally provide the following services: civil engineering, residential design, hydrologic studies and land planning. The staff of LWC are not architects, structural engineers or land surveyors. If your project requires a licensed architect, structural engineer, or surveyor LWC advises you to engage these professional independently. Upon request, LWC can refer you to an architect, structural engineer, or surveyor.

To the fullest extent permitted by law, LWC's total liability to you as owner or client for any claim, loss, expense, or damage of any kind or nature arising from LWC's work shall not exceed the total of fees paid under this agreement. Further, it is expressly agreed that LWC shall neither have control over or charge of, nor be liable or responsible for, the construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the Project. Further, it is expressly agreed that LWC is not acting as the general contractor on the project. LWC shall not be liable for any consequence of an act or omission of any contractor, or for any defect of any kind or nature pertaining to the Project. By signing below, you further agree to release and indemnify Land and Water Concepts, llc from any claim, damage, or liability, of any kind, known or unknown arising in connection with the Project.

Disputes or questions as to the amount of a statement shall be brought to the attention of LWC within 15 days of the date of the invoice. If an agreement cannot be reached, the first method of resolution shall be face to face negotiations. If a settlement cannot be reached in face to face negotiations, the parties agree to attend and participate in good faith in mediated negotiations. Finally the parties agree if no settlement can be reached in mediation, the dispute shall be settled by binding arbitration. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, each party expressly agrees to bear their own attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.



10/6/2015

PO BOX 61
Salida, CO 81201
andy@lwconcepts.com
505-690-5873

Ref: Schematic Master Plan

All printing and plotting costs on letter, legal or tabloid paper are included in this fee. All full size plots larger than 11x17 or reproduction at a printing service are not included in this fee. We will bill you monthly for services. Any amount unpaid 30 days from the date of the invoice shall be subject to interest, at the option of LWC at a rate of 1.5% per month. If interest is not paid within 30 days, it may be added to the principal amount and interest shall accrue thereon. If this proposal is acceptable, please sign below and return one copy of this agreement for our records. We will schedule the work upon receipt of the signed proposal.

Thank you for the opportunity to submit this proposal, and we look forward to working with you on your project.

Accepted and Agreed to this
_____ day of _____, 2015.

By: _____

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Riemenschneider", is written over a horizontal line.

Land and Water Concepts, Inc.
By: Andrew Riemenschneider
President

**SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION
RESOLUTION 2015-07**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION A COLORADO NON-PROFIT CORPORATION APPROVING A NON-BINDING LETTER OF INTENT FOR THE PURCHASE AND SALE OF LAND

WHEREAS, the Salida Natural Resource Center Development Corporation (the “Salida NRCDC”) is a non-profit entity organized by the Salida City Council for the purpose of facilitating public/private partnerships to develop and finance projects in the City of Salida (the “City”); and

WHEREAS, the Salida NRCDC is engaged in preliminary discussions concerning the City’s conveyance of certain unused land located in the Vandaveer Ranch (the “Land”) area to be developed by Fred Lowry and Larry Sherwood (the “Developers”); and

WHEREAS, the Developers desire to develop the Land for future residential and open space uses; and

WHEREAS, the consideration for such conveyance of land would be the Developers’ extension and installation of certain utilities and roadways dedicated to the City, including, but not limited to, a 60’ roadway and utilities constructed in keeping with the City’s standards, which utilities and roadways shall be extended and installed at the Developers’ sole expense; and

WHEREAS, the Salida NRCDC is willing, at this time, to enter into a non-binding Letter of Intent, attached hereto as Exhibit A and incorporated herein by this reference, more further detailing the aspirations and intentions of the Salida NRCDC and Developers.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION, THAT:

1. The NRCDC incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Letter of Intent by and between the Salida NRCDC and the Developers, attached hereto as Exhibit A, is hereby approved as a non-binding document.

RESOLVED, APPROVED, AND ADOPTED this 20th day of October, 2015.

**SALIDA NATURAL RESOURCE
CENTER DEVELOPMENT CORPORATION**

Ray Kitson, President

NRCDC
Resolution 2015-07

ATTEST:

Dara MacDonald, Secretary

LETTER OF INTENT TO PURCHASE LAND

THIS LETTER OF INTENT (the “Letter”) made as of this _____ day of _____, 2015 (the “Execution Date”)

BETWEEN:

SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION (the “Seller)

-AND-

LOWRY/LCI (the “Purchaser”)

BACKGROUND:

A: The Seller is the owner of the undeveloped land (the “Property) located on the Vandaveer Ranch site that is available for sale.

B: The Purchaser wishes to purchase undeveloped land from the Seller.

This Letter will establish the basic terms and conditions to be used in a future real estate purchase agreement between the Seller and the Purchaser. The terms and conditions contained in this Letter are not comprehensive and it is expected that additional terms may be added and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

This Letter does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the future real estate purchase agreement, duly executed by the Seller and the Purchaser, will be enforceable. The terms and conditions of any future real estate purchase agreement will supersede any terms and conditions contained in this Letter. The Seller and the Purchaser are not prevented from entering into negotiations with other third parties with regard to the subject matter of this Letter.

Council Approval

All of the terms and conditions of this Letter and any future real estate purchase agreement are subject to final approval of the Salida City Council.

Transaction Description

Purchaser has approached the Seller regarding the purchase of the Property, approximately 20 acres of land and 11.5 acres of open space within the Vandaveer Ranch site owned by the Seller. The Property is not currently connected to city

water and sewer. The cost of installation of utilities has proven detrimental to the sale of lots owned by the Seller. Purchaser has agreed to install water and sewer mains under Highway 50 and along CR 104 extending to CR 107 to deliver water and sewer to Purchaser's planned development and allow future developers of lots on the Vandaveer site to connect to the water and sewer lines installed by Purchaser.

Terms and Conditions

The following terms and conditions must be resolved to the satisfaction of the Seller and the Purchaser prior to the parties entering into a real estate purchase agreement:

1. It is anticipated that the Purchaser will not deliver cash for the sale of the property. The Seller will transfer the Property to Purchaser in exchange for the installation of utilities and improvements described herein subject to value determination in Section 6 below;
2. The Purchaser will provide a 60' dedicated right of way with a street paved to city standards, city standard utilities and a detached gravel trail. All improvements will be constructed in accordance with the City Of Salida Standards and Specifications. The roadway connecting CR 104 and CR 107 will not have curb, gutter or sidewalk installed in keeping with the rural character of the Property;
3. Purchaser may phase improvements as the subdivision develops, subject to review and approval through the established subdivision review process;
4. The sewer and water mains must be routed under State Highway 50 to access the Property at the expense of Purchaser. Any such routing is subject to approval by the Colorado Department of Transportation;
5. Purchaser will install approximately 1,700' of new 10' graveled trail along southern edge of the South Arkansas River from the pedestrian bridge to the Snyder property and the road connecting CR 104 and CR 107. This will include cleaning up existing trees, trash and debris in the river bottom area;
6. The Seller will have an independent engineer verify the value of all utility extensions and improvements to be installed by Purchaser to a point 100' west of Highway 50. If such estimate determines that the value of the utility extensions and improvements are lower than the appraised value of the Property, then Purchaser will pay to Seller any difference between the value of utility extensions and improvements and the appraised value of the Property;

7. The parties agree to an updated appraisal once the final lot locations and areas have been determined;
8. The parties will determine the terms and conditions under which a future purchaser of adjacent lots on the Vandaveer Ranch site can tie into utilities installed by Purchaser. Any cost recovery for connecting to utilities installed by Purchaser between CR 104 and CR 107 will benefit Purchaser;
9. The Purchaser will conduct any necessary due diligence regarding subdivision and zoning of the Property;
10. The Seller will verify with Seller's lender that Seller's lender will approve the sale of the property to Purchaser and determine if Seller's lender requires any specific conditions on the sale; and
11. The Purchaser's proposed installation of utilities and improvements to the Property must be able to support Seller's anticipated programming for the remainder of the Vandaveer Ranch site including but not limited to future light industrial, residential and open space uses.

This letter hereby states the major terms of an agreement between the Seller and the Purchaser. This Letter is in no way a legally binding agreement between the Seller and the Purchaser to purchase the Property.

SELLER:

PURCHASER:

Signed:_____

Signed:_____

Name:_____

Name:_____

Title:_____

Title:_____

Company:_____

Company:_____