



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

February 20, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/3742005742374996822>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live

meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve February 6, 2024 Minutes

4. Approve Amplified Sound Permit- High Side April 14, 2024

5. Adoption of the Updated Purchasing Policy

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

6. **RESOLUTION 2024-17** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING THE UPPER ARKANSAS WATERSHED PARTNERSHIP'S APPLICATION FOR THE NATIONAL PARK SERVICE RIVERS, TRAILS, AND CONSERVATION ASSISTANCE PROGRAM TO ASSIST WITH ECOLOGICAL RESTORATION OF A 1.2-MILE STRETCH OF THE SOUTH ARKANSAS RIVER, INCLUDING A .25-MILE CITY-OWNED PORTION WITHIN THE SOUTH ARK NEIGHBORHOOD PLANNED DEVELOPMENT AREA.

7. **RESOLUTION 2024-18** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COMMERCIAL LEASE AGREEMENT WITH STEPH AND JOE BRADY FOR PUBLIC PARKING ON AN APPROXIMATELY .26 ACRE PRIVATE PARCEL LOCATED BETWEEN 1ST AND 2ND STREETS.

8. **RESOLUTION 2024-19** AUTHORIZING MAYOR SHORE AS SIGNATORY FOR SALIDA RIDGE APARTMENTS PROJECT.

9. **Public Hearing-** To hear community feedback on the Salida Ridge Apartments project, and to officially close the project out.

10. **RESOLUTION 2024-20** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE GRANT AWARD FROM THE COLORADO AERONAUTICAL BOARD.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Fontana, Kasper, Naccarato, Pappenfort, Stephens

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.

Mayor Report

Treasurer Report

[11.](#) Treasurer's Report

Attorney Report

Staff Reports

[12.](#) Staff Reports

EXECUTIVE SESSION

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We affirm our support for women's rights, including equal pay, equal treatment under the law and in the workplace, and the right to determine choices that impact the direction and personal values of one's life, including all individuals' reproductive health choices.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

February 06, 2024 - 6:00 PM

MINUTES

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CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli

Council Member Suzanne Fontana

Council Member Dominique Naccarato

Council Member Aaron Stephens

Council Member Harald Kasper

Council Member Alisa Pappenfort

Mayor Dan Shore

Treasurer Ben Gilling

Civility Invocation

CONSENT AGENDA

Council Member Critelli moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Kasper.

Voting Yea: Council Member Kasper, Council Member Naccarato, Council Member Pappenfort, Council Member Stephens, Council Member Fontana.

THE MOTION PASSED.

Approve Agenda

Approve January 16, 2024 Minutes

Approval for full release of Performance Guarantee amount for the Papp Minor Subdivision

Approve a Professional Services Agreement for Sewer Line Condition Assessment

CITIZEN COMMENT—Three (3) Minute Time Limit

Letter from RT Taylor

Letter from Vince Phillips

Dennis Hunter, Bruce Caines, Dan Weinshenker, Dana Nachtrieb, Christ Eaton, Leslie Jorgenson, Ron Salerno, Jane Templeton, Thomas "Chief" Winston, Kay Duffy, Johnna Baughman, Chris Tracy, Danny Taylor, Harry Hansen, Mel Critelli, Katy Blanton and Adam Martinez spoke during Public Comment.

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PROCLAMATIONS

Black History Month

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2024-02 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING THE MANAGEMENT AGREEMENT WITH INTERSTATE PARKING MANAGEMENT, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing at 7:15pm. City Administrator, Christy Doon presented the Ordinance

David Eckstein, Ken Berndt, Chris Eaton, Leaslie Jorgensen, Johnna Baughman, Christ Tracy, Frank Haas, Nicole Hansen, Francie Bomer, Wayles Martin, Salty Riggs, Kelly Monahan spoke regarding the Ordinance. Additional comment were received by citizens.

Hearing no other comment, Shore closed the Public Hearing at 7:50pm.

Council discussed the Ordinance.

Council Member Pappenfort moved to approve the Ordinance on Final Reading, Seconded by Council Member Naccarato.

Voting Yea: Council Member Kasper, Council Member Naccarato, Council Member Pappenfort, Council Member Stephens, Council Member Fontana.

Voting Nay: Council Member Critelli

THE MOTION PASSED.

Ordinance 2024-03 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 4-6-10 OF THE SALIDA MUNICIPAL CODE TO MODIFY THE SHORT TERM RENTAL TAX RATE, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing at 8:37pm. City Administrator, Christy Doon presented the Ordinance.

Eileen Rogers, Dan Weinshenker, Medelyn Felsch, Joey Rovinsky, and Kristi Miller spoke regarding the Ordinance.

Council Member Critelli made a motion to continue the Council meeting to 9:45pm, Council Member Kasper seconded.

Voting Yea: Council Member Kasper, Council Member Naccarato, Council Member Pappenfort, Council Member Stephens, Council Member Fontana

THE MOTION PASSED.

Salty Riggs, Nancy Wallace, Matt Nykiel, and Adriana DeAnda spoke regarding the Ordinance.

Council adjourned to temporary recess at 9:09pm. Council opened the meeting back up at 9:17pm.

Chris Eaton, Wayles Martin, Johnna Baughman spoke regarding the Ordinance. Additional comments were received by citizens.

Hearing no other comment, Shore closed the Public Hearing at 9:22 pm.

Council discussed the Ordinance.

Council Member Naccarato moved to reject the Ordinance on Final Reading, Seconded by Council Member Critelli.

Voting Yea: Council Member Stephens, Council Member Critelli, Council Member Kasper, Council Member Fontana, Council Member Naccarato, Council Member Pappenfort

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THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2024-13 Approving an Amended Pre-Annexation Agreement with Salida School District for the property located at 627 Oak Street

City Attorney, Nina Williams, informed Council that Resolution 2024-13 would be moved to the next Council Meeting on February 20, 2024.

Council Member Critelli made a motion to continue the Council meeting to 10:15pm, Council Member Pappenfort seconded.

Voting Yea: Council Member Kasper, Council Member Naccarato, Council Member Pappenfort, Council Member Stephens, Council Member Fontana

THE MOTION PASSED.

Resolution 2024-14 Approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 of the Salida Municipal Code

Council Member Naccarato moved to approve the Resolution, Seconded by Council Member Kasper.

Voting Yea: Council Member Stephens, Council Member Critelli, Council Member Kasper, Council Member Fontana, Council Member Naccarato, Council Member Pappenfort

THE MOTION PASSED.

Resolution 2024-15 Amending Resolution 2023-42 Certifying Delinquent charges, assessments, or taxes to the Chaffee County Treasurer to be added to the 2023 Tax Roll to Corrected Amounts

Council Member Pappenfort moved to approve the Resolution, Seconded by Council Member Critelli.

Voting Yea: Council Member Stephens, Council Member Critelli, Council Member Kasper, Council Member Fontana, Council Member Naccarato, Council Member Pappenfort

THE MOTION PASSED.

Resolution 2024-16 Authorizing the Lease Agreement with the FIBArk Community Paddling Program for the Lease of the FIBArk Boathouse

Council Member Stephens recused himself due to a conflict of interest.

Council Member Critelli moved to approve the Resolution, Seconded by Council Member Pappenfort.

Council Member Pappenfort moved to amend the approval of this lease pending additional language regarding ADA compliance as approved by the City Attorney, Seconded by Naccarato.

Voting Yea: Council Member Stephens, Council Member Critelli, Council Member Kasper, Council Member Fontana, Council Member Naccarato, Council Member Pappenfort

THE MOTION PASSED.

Council returned to the original motion as amended.

Voting Yea: Council Member Stephens, Council Member Critelli, Council Member Kasper, Council Member Fontana, Council Member Naccarato, Council Member Pappenfort

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Member Harald Kasper resigned effective immediately.

EXECUTIVE SESSION

The Executive Session was moved to a future meeting.

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

Chapter 10, Article IX of the Salida Municipal Code (the “Code”) establishes regulations and standards for noise within the City of Salida (the “City”) to reduce and eliminate unnecessary and excessive noise which would otherwise be detrimental to residents and the community in the enjoyment of life, property, and the conduct of business. Of note, Section 10-9-30(c) of the Code provides that it is “unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters onto any other premises in excess” of the specified levels.

Pursuant to Sections 10-9-40(14) and 10-9-80 of the Code, however, the City may specifically exempt a particular noise from this prohibition through the issuance of a noise permit. Such a permit may include limitations and conditions to minimize the adverse impacts of the proposed noise may have on the community or surrounding neighborhood. Such limitations and conditions include, but are not limited to, the following: the hours of operation, maximum decibels, the type of sound amplification equipment, and the type of sound that may be amplified. No permit shall be issued for noise after 10:00 PM, with allowances to go until midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend, and on the Thursday, Friday, and Saturday during the FIBArk Festival.

The issuance of a noise permit is at the sole discretion of the City Administrator or City Council, and the issuance of such permit does not confer any rights upon the permittee other than those expressly authorized by the permit. Violation of any of the conditions or limitations set forth in the noise permit may result in immediate revocation of the permit. Revocation of the noise permit does not preclude the City from seeking any remedies otherwise available under federal, state, or local law.

Applications for a noise permit must be submitted on the attached “Application for a Noise Permit” form and submitted at least five (5) working days prior to the date for which the permit is sought.

**CITY OF SALIDA****NOISE PERMIT APPLICATION**

Please fill out the form completely, including by signing and dating the application. Submitting an incomplete application is a basis for denial of a noise permit. Listing a particular type of audio amplification equipment, hours of operation, or any other information below does not guarantee the applicant's right to use such equipment or have an event at a particular time. Whether such application requests have been granted will be indicated in the issued permit.

Applicants may apply for events which are recurring (*i.e.*, live music every Thursday). Any such events should be clearly described as recurring in the event description and should identify all dates on which the event will occur.

Completed applications should be submitted via email to deputyclerk@cityofsalida.com. If that is not possible, they can be submitted in-person to 448 E 1st Street Suite 112. Applications must be submitted at least five (5) working days prior to the date for which the permit is sought.

I. Applicant Information.

Applicant Name: Angela Winston

Applicant Business/Organization: High Side! Bar & Grill

Applicant Phone: 9709807359

Applicant Email: highsidesalida@gmail.com

Applicant Address: 300 West Sackett Ave. Salida. CO 81201

Sound Supervisor¹: Angela or Chief Winston

Sound Supervisor Phone: 9709807359

II. Event Information.

Description of Event: 3P Race After party

Estimated Attendance: 200

Date(s): 4/14/24

Hours of Event: 1-8pm

Location of Event: 300 West Sackett Ave. Salida. CO 81201

¹ The sound supervisor will be responsible for responding to and immediately addressing noise or other complaints in the absence of the applicant/permittee.



III. Noise Information.

Type of Noise (e.g., live music, parade):

Live Outdoor Music & Awards Ceremony

Type of Sound Amplification Equipment:

PA System

IV. Agreement.

As the applicant for this noise permit, I, Angela Winston, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature:

(Typed or Digital signature accepted)

Date:

2/10/24

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature:

Date:



CITY OF SALIDA NOISE PERMIT

Signature by the City Administrator on this noise permit indicates that the noise permit has been deemed granted to the applicant and the requested noise has been so authorized, subject to the conditions and limitations set forth below. Where the conditions or limitations set forth below contradict or conflict with the information contained in the application, the conditions and limitations will control.

I. Conditions and Limitations Applicable to All Permits.

The following conditions and limitations are applicable to all noise permits:

- No noise is permitted after 10:00 PM, unless specifically authorized by the City Council following a public hearing. No noise is permitted after midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend. No noise is permitted after midnight on the Thursday, Friday, and Saturday during the FIBArk festival.
- No noise is authorized in excess of the maximum limit of 85 dB(A), as measured from any point along the property line or within the property line of the receiving premises. Measuring devices shall be those specifically utilized by the City of Salida.
- All amplification equipment shall be arranged so as to minimize the disturbance to neighboring properties, and permittees shall take reasonable measures to baffle or reduce noise impacts to neighbors.
- No outdoor amplified sound shall be permitted between November 1 through May 1.
- A maximum of sixty (60) amplified sound permits may be granted to same location during a single calendar year, unless additional permits are specifically authorized by the City Council following a public hearing.

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): _____

Expiration: _____

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Kristen Hussey - Assistant Finance Director	February 20, 2024

ITEM

Consent Agenda

Adopt the updated purchasing policy.

BACKGROUND

In January 2023, City Council adopted the current purchasing policy. During 2023, it was determined the existing purchasing policy did not include guidance on a situation where a non-employee may request reimbursement for accidental damages that may be caused by City personnel during normal course of business. This update to the policy, as shown in red text in the following pages, adds language to the existing policy to guide City staff on how to address these situations as they may arise. The City's attorneys have reviewed these proposed updates.

FISCAL NOTE

None

STAFF RECOMMENDATION

To approve the updated purchasing policy.

SUGGESTED MOTION

A council person should make a motion to "combine and approve the items on the consent agenda."

Purchasing Policy



Item 5.

Introduction:

The purpose of this policy is to ensure purchases are made in accordance with Colorado Revised Statutes and cash is disbursed only for authorized expenditures after the receipt of acceptable goods or services is verified. In addition, this policy helps ensure that all expenditures are properly recorded and reported in financial reports as required by state law and by government accounting standards. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

Scope:

This policy applies to all purchases of goods or services, including the award of construction contracts.

Purchasing Levels and Required Documentation – for Budgeted Purchases:

Expenditures are pre-authorized by City Council in the budget process. Individual purchases of goods or services included in the approved budget shall be committed by authorized personnel in accordance with the purchasing levels shown below:

	Up to \$500	Up to \$5,000	Up to \$10,000	Up to \$50,000	Over \$50,000
Approval Required	Staff or Higher Level	Supervisor/ Experienced Staff or Higher Level	Department Head, Asst. City Admin or Higher Level	City Administrator	City Administrator (see additional considerations below)
Documentation Required	Receipt, Invoice, or Check Request	Receipt, Invoice, or Check Request	Receipt, Invoice, or Check Request	Purchase Order Process/Informal Bid Process*: <ul style="list-style-type: none">- A minimum of three (3) documented telephone/email bids/quotes/proposals, and- Contract, as appropriate, and- Purchase Order Form- Invoice or Check Request to be provided to the Finance Department upon receipt of acceptable goods or services	Competitive Bid Process*
Amendments & Change Orders				Increases greater than 10% require additional approval by City Administrator	

*See Purchase Orders section and Bid Processes section for more detail and for purchases exempt from the Purchase Order Process and Bid Process, respectively.

Additional Considerations:

Any proposed purchase in the following categories shall require City Council approval prior to commitment of funds:

- Any proposal for consulting services over \$50,000;
- Any expense greater than \$50,000 **not** in the approved annual budget.

Staff must be authorized by Department Head and Finance Department to purchase items on open account from vendors of small items such as supplies, fuel for City vehicles, clothing allowance items, etc. Requested changes to the list of authorized users must be submitted to the Finance Department.

When a Department Head is out of the office, they may designate a staff member to approve check requests/invoices in their absence up to the level of the Department Head's approval authority. Such designation shall be in writing (or via email) and provided to the Finance Department.

If the City Administrator is out of the office, the Assistant City Administrator, or the corresponding Department Head and the Finance Director, may provide their joint approvals in substitution of the City Administrator's.

The City Administrator and Department Heads must manage their expenditures within the level of detail as approved by Council. For example, if Council approves total expenditures for a department, staff may allocate those dollars differently between line items. However, if Council approves expenditures by type (personnel, supplies, purchased services, etc.), staff must manage dollars within those categories.

Staff should make reasonable efforts to compare prices of goods and/or services, and proof of price comparing should be documented.

General Purchasing Procedures

Purchases can be made by one of the following means:

1. Open account – The preferred method of payment for most City purchases is through an open account, where the vendor sends invoices for goods and services directly to the Accounts Payable department.
 - a. Only the Assistant Finance Director, Finance Director and City Administrator have authority to apply for credit to open revolving accounts with vendors.
 - b. An IRS Form W-9 must be obtained from all vendors prior to issuing payment.
 - c. If employees are authorized to make small purchases on open accounts with vendors, they must sign off on the charge slip to acknowledge their receipt of the goods. The charge slip is to be turned into Finance, with proper sign off and coding, to match with the vendor statement.
 - d. Invoices or, in the case of certain open accounts, statements are mailed directly to Accounts Payable by the vendor and then routed to the corresponding department for review and proper approval.
 - e. By signing off on the invoice, the approver is verifying all of the following:

- i. The purchase was for City business.
 - ii. The purchase was made within the approved budget.
 - iii. The delivered goods or services were acceptable to you.
 - iv. The invoice agrees to what was agreed to pay upon ordering the item (amount, terms, etc.).
 - v. The charge is within the approval authority.
 - f. Approval of invoices must be evidenced by the authorized employee's signature or distinguishable initials and the date.
 - g. All invoices in excess of \$10,000 must also be approved by the City Administrator, unless they relate to a contract that has already been signed by the City Administrator and/or City Council.
2. City credit card – In accordance with the Credit Card policy, certain employees are issued a City credit card to use for travel and the purchase of miscellaneous goods and services. Please refer to the City Credit Card policy and section 6.20 of the Personnel Manual for further detail regarding authorized uses of credit cards, ethical considerations, allowable expenses, etc.
- a. Employees shall submit an expense report monthly to document usage of the credit card. Documentation submitted with the expense report must include the corresponding invoice or receipt related to each expense. The business purpose must be clearly documented.
 - b. A standard expense report form is to be used to code each item purchased on the credit card.
 - c. Complete a separate expense report for each credit card billing cycle and ensure that the total being reported on the expense report agrees to the total per the credit card statement.
 - d. The cardholder must obtain their supervisor's approval on the expense report, regardless of dollar amount.
3. Expense Reimbursements – Employee may submit an expense reimbursement form for mileage reimbursement, per diem and/or the infrequent occasion when items have been purchased for City business using the employee's own funds. Expenses incurred by an employee personally must be reasonable and customary and must be related to the conduct of official business or attendance at professional meetings, conferences, or training sessions which promote overall job knowledge. For an expense to be reimbursed, adequate appropriations must be available, the expenses must be authorized in advance, and the employee must comply with the procedures and policies identified in Section 6.20 "Travel and Expense Reimbursement" of the Personnel Manual. Employees are encouraged to sign up for ACH reimbursement payments, for which the Finance Department can provide instructions, otherwise a check will be mailed to the employee per the employee's mailing address on file within the City's payroll system.
- a. Documentation submitted with the expense report must include the invoice, receipt or other appropriate documentation (mileage calculations with maps showing mileage driven, evidence of training being attended, etc.) related to each expense. The business purpose must be clearly documented.
 - b. Expense reports must be submitted within 30 days of the purchase.
 - c. Further instructions on where to find per diem information and calculate mileage reimbursement are located on the Expense Report form. The Finance Department will update these instructions annually, or more frequently, as needed, to reflect current reimbursement rates.
 - d. Supervisor approval is required on all expense reports, regardless of dollar amount.
 - e. Any reimbursement claims brought forward to the City related to damages to property must first submit a quote of the work to be performed, including scope of work and corresponding price, to the City Administrator for evaluation and approval prior to work being performed. At that time, the City Administrator will determine if an insurance claim is required to be made. Additionally, any reimbursement claims related to property damage that are less than the City's insurance deductible shall not be paid out until the

claimant has signed the City's Insurance Claim Release Form.

4. Check request – Should be used on the infrequent occasion that a purchase is initiated when a vendor invoice or contract is not available to submit to the Finance Department.
 - a. The purchaser should always attempt to obtain an invoice or some form of documentation from the vendor. The check request is only to be used when the vendor documentation is unavailable or does not provide the necessary information to describe the nature of the expense, payment due dates, etc.
 - b. The requestor must sign the check request and, if the purchase amount exceeds the requestor's purchase authority, the requestor's supervisor must also approve the check request.
 - c. The requirements in 1.e. above also apply to check requests.
 - d. There is no need to complete a check request to attach to expense reports or vendor invoices.
5. Petty cash – Used only in approved locations for small items that cannot be charged to a credit card or open account.

Any time that an expense is incurred for multiple City employees, the employee with the highest seniority must pay the bill. This will avoid a situation where a manager may be approving his or her own expenses. (For example, if a manager and staff members attend an out of town training seminar and one bill is incurred for a meal for all employees, the manager must be the one to pay the bill.)

When an invoice is paid, separation of duties between the check signer and check processor shall be maintained.

Tax-Exempt Status:

As a government municipality, the City is exempt from sales and use taxes and fuel excise taxes. Every attempt, within reason, should be made to ensure the City is not billed for taxes. A copy of the City's tax exemption certificates may be obtained through the Finance Department.

Multiple Year Obligations:

Article X of the Colorado Constitution prohibits municipalities from entering into direct or indirect multiple fiscal year financial obligations without prior voter approval or without adequate cash reserves pledged irrevocably and held for payments in all future years. The Colorado Court of Appeals has held that contracts which are expressly subject to annual appropriation or non-renewal are not obligations within the meaning of this provision.

Conflict of Interest:

Purchases over \$10,000 from family members, Council members, City employees or any other person where an actual or perceived conflict of interest may exist must be preceded with either an informal or formal bid process. The purchase must be disclosed at an open City Council meeting prior to the actual award of the bid or commitment to purchase. Purchases under \$10,000 from family members, Council members, City employees or any other person where an actual or perceived conflict of interest may exist must be preceded with City Administrator approval.

Professional Services:

One-time or expected ongoing professional services over \$10,000 are required to have a written contract in place for services to be performed. Copies of signed contracts should be distributed to the Finance Department and the Clerk's office for document retention. Selection of a vendor/consultant for professional services should not be based solely on the lowest offered price, and department heads should also consider the below criteria when selecting a vendor/consultant. The below list is not meant to be exhaustive, and any other necessary criteria specific to the scope of the work should also be considered. Consideration of the below and any other applicable criteria used in the selection of a vendor/consultant should be documented.

- Vendor/consultant applicable qualifications
- Institutional knowledge of facilities and infrastructure
- Vendor/consultant's past success working with the City and other various governmental agencies (e.g., CDOT, CDPHE, etc.)
- Requirements to use certain vendors/consultants, as stipulated by other governmental agencies or utility contractors on the project, as applicable

In the event of a new vendor/consultant or if a change in vendor/consultant is needed for an ongoing professional service (e.g., on-call engineering services, etc.), department heads should engage in a Request for Qualification (RFQ) process in addition to obtaining price estimates in order to select the best vendor/consultant.

Purchase Orders

A standard purchase order is to be used and appropriate approvals are to be obtained for all purchases included in the budget of \$10,000 or more (individually, or as a total project) excluding items listed in the 'Exempt Items' listing below. **Approval of the Purchase Order must be obtained from the City Administrator and the Finance Department before the order is placed** and should be evidenced by signatures; however, email approvals and/or electronic signatures will also be accepted. Departments are responsible for obtaining contractor proof of insurance, as applicable, based on the scope of work to be performed.

Invoices will be matched to the approved Purchase Order prior to being routed for approval. Invoices related to a Purchase Order will not be paid until the corresponding Department has communicated to the Finance Department the acceptable receipt of the goods or services. Should the actual charges exceed the amount approved on the Purchase Order by ten percent (10%) or more, an amended Purchase Order must be completed with additional approval from the City Administrator. Department heads are responsible for working with contractors and vendors to ensure charges are within the approved amounts. If a Purchase Order results in a budget overage, a budget amendment must be taken to the Finance Committee and City Council for their review and approval at the Finance Director's discretion. Budget amendments are to be obtained prior to the commitment of additional funds, except in emergency situations or where it is impractical to do so.

While departments should consider overall life cycle cost when selecting vendors/contractors to work with, the lowest priced vendor/contractor may not always be the most appropriate choice. Department heads should also consider other qualifications and historical experience working with vendors/contractors, and document these considerations in writing.

Exempt Items

- Council or City Administrator Approved Contracts
- Debt Service Payments
- Annual/Recurring Dues & Subscriptions
- Insurance
- Investment Transactions
- Recurring Lease Payments
- Maintenance and Support Licensing Agreements (associated with an approved contract)
- Payroll (direct deposit, checks, taxes, deductions and other payroll related expenditures)
- Professional Services (associated with an approved contract)
- Sole source items (see Sole Source section below)
- Utilities
- Emergency-related Purchases

Bid Processes

Competitive bids are required according to the thresholds identified in the purchasing level matrix above. Depending on the nature of the product or service, bids are not necessarily awarded to the lowest bidder. For those situations where the low bid is not accepted, the basis for the award must be documented in writing.

The City is not required to advertise for and receive bids for technical, professional, or incidental assistance. Hiring outside help to address an emergency situation that poses a threat to public health and safety is deemed “incidental assistance” for purposes of this policy. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

1. The City Administrator’s approval shall be obtained before the bid is advertised.
2. A request for open bids must be advertised in a newspaper of general circulation in the City, in local online publications, and on the City website, and must be posted to any bidding portal the City is under contract with.
3. The City shall always reserve the right to reject any and all bids.

4. The primary criteria for a bid award are conformance with all bid specifications including all bonding and licensing requirements and low amount of bid. However, department heads should also consider other qualifications of the bidder including, but not limited to: historical experience with the bidder, and the bidder's institutional knowledge of facilities and infrastructure. Department heads are encouraged to utilize a Request for Qualifications (RFQ) process in order to obtain a vendor/contractors qualifications as it relates to the proposed project.
5. Where no bids are received or, if in the opinion of the City Council, all bids received are too high, the City may enter into negotiations concerning the contract. No negotiated price shall exceed the lowest responsible bid previously received.
6. City Council shall award the contract to the successful bidder, considering bidder's qualifications, bid amount, and other relevant specifications.

Alternate contract delivery methods may also be appropriate and acceptable based on the scope of the public improvement project. Department heads should use their professional judgement in determining if a design-build contract or a Construction Manager At-Risk (CMAR) contract is most appropriate given the public improvement project.

Contractors who are working under a Public Works contract must meet the eighty percent (80%) Colorado labor requirements, unless waived by the City Council pursuant to the Colorado Revised Statutes. Refer to the Colorado Division of Labor and Employment Keep Jobs in Colorado Act for further information. <https://cdle.colorado.gov/keep-jobs-in-colorado-act>

Types of Bids

Competitive (Formal) Bid Process

A formal, competitive bid process is generally recommended for all purchases estimated to cost in excess of \$50,000 excluding the items in the areas listed in the 'Exempt Items' list below. A Formal Invitation for Bid (IFB) or Request for Proposals (RFP) shall be required. *Capital improvement projects cannot be exempt.*

1. The City Administrator shall approve all purchases being initiated through a formal bidding before the bid is advertised. City Council shall award the contract to the successful bidder. The bidding procedure shall follow what is described above for public improvement projects.
2. A request for open bids (IFB or RFP) must be advertised in a newspaper of general circulation in the City, on the City website, with local online publications, and must be posted to any bidding portal the City is under contract with.
3. The award shall be made to the vendor meeting the specifications of the bid, having the lowest price and giving consideration to service, quality, references and delivery. The City shall reserve the right to reject any and all bids.

Informal Bids

- a. Department heads or their designees may obtain informal bids on purchases of goods or services with a cost of less than \$50,000. This may be accomplished by phone calls, emails or similar communication and a written quote or bid must be obtained and documented.
 - a. Informal bids or quotations must include the name of the firm, name of person providing the information, delivery date and terms, and payment terms.

- b. A minimum of three quotations shall ordinarily be required.
- c. A refusal to bid constitutes a bid but cannot be the only other bid received. Every effort must be made to receive at least three actual bids.
- d. The award shall be made to the vendor meeting the specifications of the bid, giving consideration to service, quality, references and delivery, and having the lowest price. The City shall reserve the right to reject any and all bids.
- e. Copies of all bid documents shall be submitted to the Finance Department for filing and will be kept in accordance with the Document Retention Schedule.

Local Vendor Preference

Bids by vendors with their primary operations located within the City of Salida will receive preference within a five percent (5%) price difference. Bids by vendors with their primary operations located within Chaffee County will receive preference within a three percent (3%) price difference. The provisions for local preference apply to consideration of cost only. Bids that include other requirements regarding product specifications, vendor qualifications, or other criteria based on the nature of the product or service, may not necessarily be awarded to the lowest cost bidder.

Justification for any other exceptions to the bid process must be approved by the City Administrator. A sole source purchase (the designation of a manufacturer or "brand name only" for goods or a specific vendor for service) is permitted only when fully justified by the requester (refer to Sole Source Exemption section below for criteria that need to be met). Competitors' deficiencies shall also be documented. All requests for sole source purchase must have a statement addressing conflict of interest (refer to Sole Source section for further information related to sole source items and documentation required).

Items/Purchases Exempt from Bidding Process

- Sole source items (see Sole Source section)
- Compatible Parts
- Used or Pre-Owned Items
- Emergency-related Purchases
- Council Approved Service Contracts
- Debt Service Payments
- Insurance
- Investment Transactions
- Lease Payments
- Maintenance and Support Licensing Agreements (associated with an approved contract)
- Payroll (checks, taxes, deductions and other payroll related expenditures)
- Professional Services (associated with an approved contract)
- Utilities

- Cooperative Purchasing

Requirements Specific to Construction of Works of Public Improvement

In accordance with C.R.S. §31-15-712, all work done by the City in the construction of works of public improvement with a cost of \$5,000 or more must be done by contract to the lowest responsible bidder on open bids after ample advertisement. It is unlawful to divide work into two or more separate projects for the sole purpose of evading or attempting to evade this statutory requirement, as it relates to construction of works of public improvement.

Sole Source Exemption from Formal Procurement

Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service and is in the best interest of the City. To take advantage of the exemption, the following criteria must be met:

1. The vendor is the original equipment supplier/manufacturer/service provider and similar parts, equipment or services are not available from another manufacturer; or
2. The vendor is the only source of equipment, materials, goods or services compatible with or conforming to City-owned equipment, materials, goods or services and addition of nonconforming equipment, materials, goods or services would require the expenditure of additional funds; or
3. No other equipment, materials, goods or services are available that can meet the specialized needs of the department or perform the intended function; or
4. Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required; or
5. The product, equipment or service is functionally superior to all other competitive products.

Up to \$25,000. To take advantage of the sole source exemption for purchases between \$10,000 and \$25,000, Department Heads are responsible for selection and contract administration. Semiformal procurement processes are not required; however, Department Heads are responsible for selection based on applicable and appropriate qualifications, experience, referenced successes and cost factors. The City Administrator must approve reliance on this exemption in writing in advance.

Over \$25,000. To take advantage of the sole source exemption for purchases with a total cost of over \$25,000, Department Heads are responsible for selection and contract administration. Formal procurement processes are not required; however, Department Heads are responsible for providing the written justification for the exemption and obtaining written approval before engaging any such exempted services or procuring exempted goods. Approval must be obtained in accordance with the following:

- a) The Department Head requesting the exemption must complete the Exemption Approval Form (Exhibit C) as provided by the Finance Department,
- b) The completed Exemption Approval Form must be submitted to the Finance Department for a recommendation and signature; and
- c) The Exemption Approval Form with the Finance Department's recommendation must be submitted to the City Administrator for final

authorization of the exemption.

Cooperative Purchasing

City staff may use State of Colorado bids (solicited through the Bid Information and Distribution System), bids from the Multiple Assembly of Procurement Officials (MAPO), the General Services Administration (GSA), National Cooperative Purchasing Alliance (NCPA), NPPGov or Sourcewell (formerly National Joint Power Alliance) to get the benefit of the pricing available through those procurement systems. Similar organizations may be added to the above list with the approval of the Finance Director. While exempt from the formal bid process, these purchases are subject to the normal approval process. Depending on the nature of the product or service, bids are not necessarily awarded to the lowest cost vendor.

Cooperative purchasing may also include the bidding of like requirements with other governmental entities to purchase in quantities. This practice may sometimes be beneficial for all entities involved as it may result in lower per-unit costs, while still assuring bid requirements are met. When cooperative bidding is done, each entity shall supply its own requirements; however, one entity shall be chosen to administer the bid process. Bid awards are to be determined either on an individual basis or as a total, whichever is the most cost-effective to all bidders. Depending on the nature of the product or service, bids are not necessarily awarded to the lowest cost bidder.

City Council may, by resolution or by ordinance, enter into contracts or agreements with other governmental units or special districts for the use of buildings, equipment, or facilities, and for furnishing or receiving commodities or services.

Procurement for Purchases of Goods or Services Using Federal, State or Grant Funds

When any procurement involves the expenditure of federal or state funds or restricted grant funds, the procurement shall be conducted in accordance with any mandatory applicable federal and/or state laws, regulations, or grant requirements. The procurement requirements for any procurement involving the expenditure of federal funds shall, at a minimum, comply with the requirements of Appendix A, incorporated herein. In the event of a conflict between such federal fund procurement requirements and the requirements of the City as otherwise set forth herein, the stricter requirements shall apply.

Miscellaneous Purchasing Provisions

1. Professional Dues and Licenses – Professional dues, licenses, and memberships to associations and organizations that benefit the City will be paid from City funds but shall be the responsibility of the employee to obtain and maintain. Examples would include, but are not limited to: professional engineer license, water/wastewater treatment operator's licenses, professional certifications, etc.
2. A \$400 uniform allowance is provided for those employees subject to uniform requirements at the discretion of the corresponding department head. Each department is responsible for monitoring their employee's uniform purchases and obtaining/retaining appropriate

documentation. The Finance Department may request employee uniform allowance documentation to ensure employees are adhering to this policy, per the Finance Department's discretion.

3. Guidance on Tipping for Services:

- a. For tips on meal service related to official functions, the maximum allowable amount is 20% of the final bill (including tax), if the final bill does not already include a tip. If the final bill includes a set amount (of any percentage) for gratuity, then no additional tip may be provided.
- b. For tips on ground service transportation (taxi, shuttle, Uber, Lyft, etc.), the maximum allowable amount is 20% of the service charge, if the final bill does not already include a tip. If the final bill includes a set amount (of any percentage) for gratuity, then no additional tip may be provided.

Ethical Responsibilities

All city personnel are obligated to establish and maintain ethical relationships with all vendors or suppliers of City goods and services. The following are examples of unacceptable City employee relationships with vendors or suppliers. The list is not intended to be all-inclusive. City employees must also consider the appearance of fairness and propriety in their relationships with City vendors or suppliers.

- Seeking or accepting directly from any persons, partnerships, corporations, or other business entities or representatives which are doing or seeking to do business with the City of Salida, services, cash or loans, vacations or pleasure trips, preferential treatment not generally available, or any gifts exceeding the value of \$65.00 or the state constitutional gift ban amount which is adjusted for inflation over time, whichever amount is higher.
- Knowingly over- or underestimating the requirements of this policy and/or bids or failing to disclose the existing requirements in order to avoid doing business with a particular vendor or supplier.
- Misrepresenting competitors' prices, quality, or services in order to obtain concessions from vendors or suppliers.
- Having personal investments in any non-publicly owned business entity which will create a substantial conflict between private interests and public duties when the City of Salida employee is involved in making a particular purchasing decision.

Inexpensive advertising items bearing the name of a vendor (i.e. pens, pencils, paper weights, cups, caps, candy, calendars, etc.) are not considered articles of value or gifts in relation to this policy.

Appendices:

- Appendix A: Procurement Policies and Procedures for Federally Funded Programs

Exhibits:

- A. Purchase Order Form
- B. Expense Report Form

- C. Purchasing Policy Exemption Approval Form
- D. Check Request Form
- E. Insurance Claim Release Form

References:

- *Colorado Revised Statutes*, §29-1-701 to 707 and §31-15-72
- *Municipal Procurement*, Colorado Municipal League, 2013

Related Policies:

- Credit Card Policy/Employee Agreement
- Electronic Payments Policy
- Personnel Policy

Definitions:

- **Contract** – All types of City agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.
- **Cooperative Purchasing** – involves sharing procurement contracts between governments. Cooperative procurement contracts are usually based on the common requirements of multiple governments. There are several types of cooperative purchasing arrangements, but the type the City will use the majority of the time will be so-called “piggyback options”. These occur when one or more organizations represent their requirements and include an option for other organizations to “ride” or “bridge” the contract as awarded.
- **Department Head** – includes the Finance Director, Community Development Director, City Clerk, Police Chief, Fire Chief, Arts & Culture Director, Public Works Director, Parks & Recreation Director, and any other head of a department as designated by the City Administrator.
- **Designee** – A duly authorized representative of a person holding a superior position.
- **Invitation for Bids (IFB)** – All documents, whether attached or incorporated by reference, utilized for soliciting bids.
- **Non-budgeted** – operating or capital expenses not included in the City’s annual budget.
- **Request for Proposals (RFP)** – A process used to acquire supplies and/or services that involves the review of written proposals and the use of negotiations with the most qualified bidder(s). This process may also include the use of a Request for Information (RFI) as a preliminary step to the RFP process in an attempt to gather information and pre-qualify prospective bidders.
- **Sole Source Item/Provider** – Purchases of supplies, products or services indispensable to the City for which there is only one source practicably or reasonably available.

Revision History:

Version	Date Revised	Reason for Change
1	01/17/2023	Initial Adoption to Replace Outdated Policy
2	02/20/2024	Expanded policy to include guidance on non-employee reimbursement claims

Appendix A**Procurement Policies and Procedures for Federally Funded Programs****Reference 2 CFR 200.318-326**

1. Purpose of procurement standards. These standards establish procedures for City of Salida ("City") procurement of supplies and other expendable property, equipment, and services utilizing federal funds. All departments and operations of the City expending federal grant monies shall adhere to these standards, as follows, as they may be amended or supplemented over time. In the event the federal government regulations that govern procurement policies and procedures for federally funded programs or for procurements made with federal funds are amended, these standards and procedures will be deemed automatically amended to conform to such requirements.

2. Code of conduct. No employee, officer, or agent shall participate in the selection, award, or administration of a contract or purchase order if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the entity selected for an award. The officers, employees, and agents of the City shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements except for where the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Members of the City Council shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. Officers, employees, directors, and agents of the City shall be subject to disciplinary actions for violations of these standards. This code of conduct supplements any other applicable Code of Ethics.

3. Competition.

Procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The City shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the City, price, quality and

factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the City. All bids or offers may be rejected when it is in the City's interest to do so. In all procurement, the City shall avoid practices that are restrictive of competition. These include but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g. Any arbitrary action in the procurement process.

4. Methods of Procurement to be followed.

- a) Procurement by Micro-purchases. A micro-purchase is the acquisition of supplies or services under \$5,000. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price to be reasonable.
- b) Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost at least \$5,000 but do not cost more than \$150,000 (OMB memo dated June 20, 2018 M-18-18). If small purchase procedures are used, price or rate quotations must be obtained from at least three qualified sources.
- c) Procurement by Sealed Bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c) (1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- i. A complete, adequate, and realistic specification or purchase description is available;
- ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
- iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local and tribal governments, the invitation for bids must be publicly advertised;

- ii. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - iii. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - v. Any or all bids may be rejected if there is a sound documented reason.
- d. Procurement by Competitive Proposals. Competitive proposals are normally conducted with more than one source submitting an offer, and either a fixed price or cost- reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
 - (2) Proposals must be solicited from at least three qualified sources;
 - (3) The City agency must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (5) The City must use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- e. Procurement by Noncompetitive Proposals. Procurement by non-competitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City; or

(4) After solicitation of a number of sources, competition is determined inadequate.

5. Procurement procedures.

a. All procurement by the City shall comply, at a minimum, with the requirements of subsections (i), (ii), and (iii) below:

(1) The City avoids purchasing unnecessary items.

(2) Where appropriate, an analysis is made of lease versus purchase alternatives to determine which would be the most economical and practical procurement.

(3) Solicitations for goods and services provide for all of the following.

- i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
- ii. Requirements which must be fulfilled and all other factors to be used in evaluating proposal submitted in response to solicitations.
- iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- iv. When relevant, the specific features of "brand name or equal" descriptions that are to be included in responses submitted to solicitation.
- v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

b. All necessary affirmative steps shall be made by the City to utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms, whenever possible. The City shall take all of the following steps to further this goal.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or any quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.
- c. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the City but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of- cost" or "percentage of construction cost" methods of contracting shall not be used.
- d. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- e. Debarment and Suspension - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. For instructions and more information on how to find a list of current companies and individuals that have been declared ineligible to receive federal contracts can visit the Department of Labor's website at www.dol.gov/agencies/ofccp/debarred-list. Contractors with multiple year contracts will be checked against the GSA list at each renewal time.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- g. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- h. The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- i. The City is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

- j. The City must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City must not preclude potential bidders from qualifying during the solicitation period.

6. Procurement of Facilities or Land Special Requirements. Procurement of facilities or land is rarely done and considered outside the scope of this policy. If such an activity is proposed in the future, the City should involve City Council, legal counsel, and explore financial assistance opportunities, as necessary.

7. Cost and price analysis. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action in excess of the Semiformal Acquisition Threshold (48 CFR Subpart 2.1) as Adjusted and currently at \$150,000. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

8. Procurement records. Procurement records and files for purchases in excess of the Micro-purchase threshold as fixed at 48 CFR Subpart 2.1 (currently \$5,000) shall include the following at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids or offers are not obtained, and (c) basis for award cost or price.

9. Contract administration. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. The City shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

10. Contract provisions. The City shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

- a. Contracts more than the Semiformal Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms and provide for such remedial actions as may be appropriate.
- b. All contracts in excess of the Semiformal Acquisition Threshold shall contain suitable provisions for termination by the City, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c. For contracts dealing with construction or facility improvements the City shall comply with all requirements imposed by its funding sources (and the government regulations applicable to those funding sources) with regard to construction bid guarantees, performance bonds, and payment bonds.
- d. All negotiated contracts (except those for less than the Semiformal Acquisition Threshold) awarded by the City shall include a provision to the effect that the City shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

- e. All contracts, including small purchases, awarded by the City and their contractors where the source of the funds, directly or indirectly, is the federal government, shall contain the following procurement provisions as applicable.
- i. Equal Employment Opportunity - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - ii. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
 - iii. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - **When required by Federal program legislation**, all construction contracts awarded by the recipients and sub recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
 - i. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - All contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
 - ii. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - vi. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended -

Contracts and sub grants of amounts in excess of \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- vii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contacts for an amount above \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and to further require disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- i. Third party contracting requirements (FTA Circular 4220.1F) - This circular sets forth the requirements a grantee must adhere to in the solicitation, award and administration of its third-party contracts. Provisions of this circular will be added to all operating contracts utilizing formula funds for operating assistance.



It is a crime to commit a fraudulent insurance act, which includes, knowingly and with intent to defraud any insurance company or other person, filing a statement of claim containing any materially false information or concealing facts for the purpose of misleading the insurance company or other person.

RELEASE FOR PROPERTY DAMAGE ONLY

We, _____, or MYSELF/OURSELVES, MY/OUR heirs, executors, administrators, successors and assigns in consideration of the payment of \$_____ do hereby remise, release and forever discharge the City of Salida and their heirs, executors, administrators, successors and assigns from and against all claims, demands, actions and causes of action for damages whensoever and howsoever arising on account of damage to property (including loss of use thereof) arising out of _____, which occurred on or about _____ at _____, Salida in the State of Colorado.

The above sum, stated as consideration of this release is to be paid as follows:

Lump Sum Full and Final payment of \$_____.

IT IS UNDERSTOOD AND AGREED that neither this release or any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

We have read this Release and Settlement in full and fully understand the content and effect of executing it. We understand that no other promise or agreement exists between us and the City of Salida, Colorado, and their agents and that this document contains the entire agreement between us. The terms of this document are not simply a recital of facts but are contractual promises that we are making.

BY WITNESS HEREOF We have signed and sealed this Release at Salida, Colorado, in the State of Colorado.

DATE SIGNED: _____

SIGNED: _____

PRINTED NAME: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 20, 2024

ITEM

Resolution No. 2024-17: A Resolution of the City Council for the City of Salida, Colorado, Supporting the Upper Arkansas Watershed Partnership's Application for the National Park Service Rivers, Trails, and Conservation Assistance Program to Assist with Ecological Restoration of a 1.2-mile Stretch of the South Arkansas River, Including a .25-mile City-Owned Portion Within the South Ark Neighborhood Planned Development Area.

BACKGROUND

The South Arkansas River, especially within the stretch between CR 107 and the confluence with the Arkansas River, is a particularly beautiful and ecologically important part of the river that is a mix of public and private ownership and access. The area is also prone to flooding, has been impacted by human development (inc. recent trenching of the river and tree removal), and has seen its banks denuded and eroded from past grazing. Healthy watersheds are vital for water quality, resiliency from floods and fires, wildlife habitat, and other ecological processes and social/recreational uses. The Upper Arkansas Watership Partnership, which consists of representatives from Trout Unlimited, Central Colorado Conservancy, Upper Arkansas Conservation District, Chaffee County, and others,





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 20, 2024

is interested in putting together an action plan to enhance the ecological health of that particular 1.2-mile stretch of the South Arkansas with the assistance of the National Park Service's RTCA program, and is submitting an application for such grant-funded assistance due March 1, 2024.

The City owns an approximately quarter-mile stretch of the river which also happens to serve as the northern edge of the future Vandaveer Open Space and Regional Park, which was approved through the South Ark Neighborhood Master Plan process. Fishing, hiking, swimming, bird watching, are just some of the activities anticipated near the site of the future ~400-unit South Ark Neighborhood. The Planned Development modification that codified the master plan notes that:

"This 11.3-acre area of open space in VPA-8 within the Vandaveer Regional Park is intended to be one of the most undisturbed and natural open spaces in the area. It should be the backbone of a South Arkansas River sanctuary, in which trees, naturally shifting channels, wetlands, beaver ponds, etc. are all preserved, and only supplemented with environmentally sensitive trails. This area should remain an area for birding and wildlife habitat and should include opportunities for environmental education along the river corridor. *Initiatives by local environmental groups for grants to design and build river restoration projects should be encouraged.*" (emphasis added)

Members of UAWP and City staff did a site visit with representatives of the National Park Service the week of 2/5 and discussed some of the possibilities for collaboration amongst the various entities. The planning process would look at opportunities for enhancing both public and private stretches of the river (with support of individual landowners, of course). These efforts would be in line with many of the public comments that were collected throughout the South Ark Neighborhood master plan process. Furthermore, a plan put together this year for ecological restoration purposes may allow for coordination around anticipated infrastructure installation through the City-owned site (which could avoid the need to duplicate efforts). The plan is expected to identify specific goals, action items, up to 30% design for the project, and funding opportunities to pursue.

FISCAL NOTE

There is no financial commitment currently, other than a few hours monthly of staff time. It is anticipated that, once a plan is created, the UAWP will pursue grant funding for the project which the City could potentially participate in.

SUGGESTED MOTION

A Council person should move to "approve Resolution 2024-17 Supporting the Upper Arkansas Watershed Partnership's Application for the National Park Service Rivers, Trails, and Conservation



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 20, 2024

Assistance Program to Assist with Ecological Restoration of a 1.2-mile Stretch of the South Arkansas River, Including a .25-mile City-Owned Portion Within the South Ark Neighborhood Planned Development Area.”

Attachments:

Resolution No. 2024-17

CITY OF SALIDA, COLORADO
RESOLUTION NO. 17
(Series of 2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING THE UPPER ARKANSAS WATERSHED PARTNERSHIP'S APPLICATION FOR THE NATIONAL PARK SERVICE RIVERS, TRAILS, AND CONSERVATION ASSISTANCE PROGRAM TO ASSIST WITH ECOLOGICAL RESTORATION OF A 1.2-MILE STRETCH OF THE SOUTH ARKANSAS RIVER, INCLUDING A .25-MILE CITY-OWNED PORTION WITHIN THE SOUTH ARK NEIGHBORHOOD PLANNED DEVELOPMENT AREA.

WHEREAS, healthy local watersheds are essential to City residents and others for clean and available water, fresh air, resilient forests and habitat, as well as recreational enjoyment and economic vitality; and

WHEREAS, the South Arkansas River is an arterial waterway that both defines and enhances the southern stretch of our city; and

WHEREAS, the restoration of portions of the South Arkansas River will promote water quality, habitat enhancement, the proliferation of natural processes, and resiliency of the surrounding watershed; and

WHEREAS, the Upper Arkansas Watershed Partnership ("UAWP") is pursuing planning assistance from the National Park Service Rivers, Trails, and Conservation Assistance Program to create a plan for such restoration of certain stretches; and

WHEREAS, the City of Salida recently completed and approved the South Ark Neighborhood Master Plan which acknowledges the value of natural features and processes within the River Corridor Area (VPA-8) and states that "Initiatives by local environmental groups for grants to design and build river restoration projects should be encouraged."; and

WHEREAS, the area is planned to be part of the future Vandaveer Open Space and Regional Park that will draw residents and visitors alike for recreational purposes; and

WHEREAS, such planning may allow for coordination between entities for the installation of basic infrastructure within the site and restoration of impacted lands; and

WHEREAS, the City of Salida desires to partner with the UAWP and assist with coordination of such efforts, especially on public lands and approves the Grant application, attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AS FOLLOWS:

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

Section 2. The Salida City Council hereby approves and authorizes the City to enter into the Grant

application, attached hereto as Exhibit A.

Section 3. The Salida City Council hereby approves and authorizes the Mayor to sign any further documents associated with Grant application, attached hereto as Exhibit A.

RESOLVED, APPROVED AND ADOPTED this 20th day of February, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Application Guidelines & Form



About Us

The National Park Service – Rivers, Trails and Conservation Assistance program (RTCA) supports community-led natural resource conservation and outdoor recreation projects across the nation. Our conservation and recreation planning professionals partner with community groups, nonprofit organizations, tribes, and government agencies. This partnership assists local communities in realizing their conservation and outdoor recreation vision and goals by providing a broad range of services and skills. National Park Service (NPS) staff share their expertise to help your team turn an idea into reality. We offer this assistance on an annual basis with extensions based on mutual agreement. *No monetary grants are made.*

National Park Service Mission

The National Park Service preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

Our Focus Areas

Our projects typically fall within five focus areas, although we consider other projects that fall outside of these categories:

- **Build healthy communities through parks, trails, and outdoor opportunities:**
Improve access to outdoor recreation and park amenities on land and water that support healthy lifestyles for all users
- **Conserve natural lands, rivers, and watersheds:**
Strengthen the conservation and stewardship of public lands, waterways, and wildlife habitat
- **Engage youth in outdoor recreation and stewardship:**
Connect young people to the outdoors to develop a lifelong appreciation of recreation and nature
- **Strengthen the organizational capacity of project partners:**
Develop and strengthen effective and sustainable community organizations and partner groups
- **Support National Park Service and community networks:**
Facilitate strategic planning and collaboration between national parks and communities to achieve shared goals



Our Services

Our assistance is tailored to your needs. Examples of the types of assistance we provide are listed below. Visit our website to learn about current projects: <https://www.nps.gov/orgs/rtca/current-projects.htm>

- Define project vision and goals
- Inventory and map community resources
- Identify and analyze key issues and opportunities
- Engage collaborative partners and stakeholders
- Design community outreach and participation strategies
- Develop concept plans for trails, parks, and natural areas
- Set priorities and build consensus
- Identify funding strategies
- Develop a sustainable organizational framework to support the project
- Create project management and strategic action plans
- Coach teams, groups, and partnership networks

Application Process and Timeline

The application deadline is March 1. Consulting a program manager prior to the application deadline is *a requirement* to help identify how our expertise can complement your project and to answer questions regarding the application. Please see the contact list at the end of this application to identify the program manager who serves your state.

- Please contact the program manager for your state to discuss the proposed project and current application timeline.
- Email completed applications to the program manager who serves your state or contact them for guidance on mailing a printed version (*see list at the end of the application*)
- Please include the following in your Application Package:
 1. Completed application form
 2. Site location map
 3. A minimum of three commitment letters that describe each partner's role, responsibility, and contribution to the project
 4. Optional supplemental information that can help us learn more about your project (for example, background documents, media coverage, additional maps, list of links to resources, project photos, etc.)
- Project start times will be coordinated with applicants who have been selected for assistance.

Project Selection Criteria

Applications for support from the Rivers, Trails and Conservation Assistance program are competitively evaluated based on the following criteria:

- The project is expected to accomplish noticeable results that promote natural resource conservation or outdoor recreation in the near future.
- Roles and contributions of project partners are significant and well-defined.
- There is evidence of broad community support for the project.
- The project fits with our focus areas (although proposals falling outside these areas are considered).

Application Form

Date: March 1, 2024

Project Name: South Arkansas River Concept Design

City and State: Salida, Colorado

Congressional District(s) Number(s): Colorado Fifth District

Primary Applicant Organization(s): Upper Arkansas Watershed Partnership

Primary Contact: Chris Lamson

Title: CPCTU President

Street Address: 81 Kathy Drive

City: Buena Vista

State/Territory: CO

Zip Code: 81211

Email: corkandcaddis@gmail.com

Daytime Phone: 720-233-4114

Website (if applicable): www.uawp.org

Please review focus area descriptions (on page 1) and project selection criteria (on page 2) for guidance on addressing the following questions. If additional space is needed for your responses, please use the extra pages at the end of this document. Contact the program manager for your state with questions or for additional information.

1. Project Summary

Address the following points concisely:

- a. Summary of project - Tell us about your project idea and the specific outcomes you would like to achieve:

Our goal is re-naturalization of in-stream habitat and the riparian corridor along a 1.2-mile stretch of the South Arkansas River between County Road 107 and the confluence with the Arkansas River through Salida, Colorado. The City of Salida owns a 0.25-mile portion of the targeted reach and has created a master plan for the city-owned portion of the Vandaveer planned development. The city and other landowners are supportive of river re-naturalization and protection on their properties. We envision a holistic re-naturalization plan for the entire 1.2-mile reach so that when implementation occurs within each property, the result is coherent and ensures an intact, functional river corridor throughout the entire reach, restores habitat connectivity, and serves as a wildlife migration corridor. We envision an "Ecosystems Learning Center" located on the Southwest Conservation Corps property that would be utilized for Trout Unlimited and other community education programs. The City of Salida has expressed support for including an environmental education focus along their section of river. An environmentally sensitive, accessible trail with sustainable river access points will be a priority. Permanently affordable workforce housing is planned within walking distance of the river, providing improved outdoor recreation access for these residents and the community at large. Much of the South Arkansas River watershed is identified as highest wildfire risk zone. A functional riparian corridor will act as a fire break and mitigate future fire-caused sedimentation. We believe this reach of the South Arkansas will be a place of pride and a natural sanctuary for city residents.

1. Project Summary (continued)

- b. Describe any specific results anticipated within 5 years of project start-up (for example, greenway plan development or implementation, community events, land acquisition, sustainable organization formed, miles of trails developed, acres of land preserved/conserved, etc.).

Within 5 years we will be well underway with implementing restoration work along the 1.2-mile reach. We expect to have concept designs and cost estimates in hand by the end of 2024. Utilizing those plans, we will immediately transition to acquiring implementation funding and permitting. One of our top priorities is to include the community throughout the design and implementation process, with public input meetings during the design phase, and volunteer opportunities open to the public for riparian planting and other participatory events. We see this as a demonstration project that will engage the community, improve access to outdoor recreation, instill pride in the new restored river corridor, and inspire more public involvement in conservation.

- c. Describe any major project accomplishments to date:

Stakeholder outreach to landowners along the target reach has been ongoing for several years, and a large majority of the landowners support our project and have written letters of support. Collegiate Peaks Chapter of Trout Unlimited (CPCTU) have secured a \$10,000 grant from Colorado Trout Unlimited to acquire concept designs. A grant application to the Colorado Water Conservation Board for a further \$62,700 for concept design and outreach is pending, with a decision expected in March 2024. CPCTU has another \$20,000 in cash for matching funds. A strong coalition of organizations including the City of Salida has been formed to support the project.

Multiple stream assessments for the target reach, including Fluvial Hazard Zone mapping, have been commissioned which demonstrate the feasibility and positive impacts of this project. These assessments are included in the additional materials for Section 6 of the application. Water quality monitoring in partnership with River Watch is ongoing.

- d. Describe anticipated benefits to the community (for example, recreational, social, environmental, economic, health, etc.):

This will be a multi-benefit project because of the vision of the City of Salida planners other project organizers. It will provide public access to sustainable outdoor recreation within the city limits through an innovative mixing of naturalized space and adjacent developed park areas. Public education will be a focus of the design, utilizing educational signage along trails on the City of Salida property and perhaps along the existing trail through the Two Rivers development. The envisioned Ecosystems Learning Center will be the hub of youth education programs for CPCTU and other groups. The restored river corridor will provide layers of ecological benefits including wildfire resilience, superior aquatic and riparian habitat, improved habitat connectivity, and a wildlife migration corridor. It will provide opportunities for citizen participation in the restoration process as well as immersion in a natural ecosystem. It will inspire and educate new generations of conservationists and improve equity in access to the outdoors. See Additional Text below.

2. Roles

- a. Describe your organization, its role in the project, and the time and resources that will be contributed:

The Upper Arkansas Watershed Partnership formed in 2020 to foster communication and collaboration among agencies, organizations, government, and landowners in the Upper Arkansas Basin to build a healthy and resilient watershed. The UAWP Leadership Team includes the Arkansas River Watershed Collaborative, Central Colorado Conservancy, Greater Arkansas River Nature Association, Trout Unlimited, and the Upper Arkansas Conservation District. The group engages diverse stakeholders to: (1) protect water quality and quantity; (2) support agricultural operators with protection of water rights and improvement of irrigation infrastructure; (3) provide community education about the value of the watershed and ecosystem functions; (4) build watershed resilience to drought, fire, and flooding; and (5) maintain and restore the health of the Arkansas River, its tributaries, fisheries, and wildlife habitat.

- b. In the chart below, describe each partner's role, responsibility, and contribution to the project (please include partners providing letters of commitment):

Organization Name	Partner's Role, Responsibility, and Contribution
Upper Arkansas Watershed Partnership (UAWP) See additional text for specific partner organization roles	Lead organization: Project management, contractor selection and liaison, grant management, public and stakeholder outreach, Collaborate with the City regarding existing and future utility, transportation, and future river crossing installations
City of Salida	Fundraising, Contractor selection, permitting, design integration and workflow coordination with larger South Ark Neighborhood Master Plan development and infrastructure installation, public outreach
Southwest Conservation Corps (SCC)	Landowner within project reach: provide guidance on design and implementation on SCC property, public outreach, provide manpower as appropriate for implementation work, e.g. planting

3. Community Support & Engagement

- a. Describe project support to date, including support from the general public, organizations, coalitions, government agencies, and elected officials. Share any relevant news media articles, sections of plans that propose the project, and/or government resolutions that illustrate this support:

We have a broad base of support for our project vision, including from landowners within the project area, Chaffee County officials, and the Salida City Council. Letters of support are included in the attached documents for Section 6. During their planning process for the South Ark Neighborhood Master Plan, the City of Salida held several public meetings to gather input on a variety of possible land uses. Public support for a naturalized river corridor was strong. That data is included in the attached documents. In their South Ark Neighborhood Plan, the City of Salida encoded support for a naturalized river corridor and cooperating with local environmental groups to realize it. See Additional Text. The Upper Arkansas Watershed Partnership (UAWP) is an ongoing collaboration of organizations with overlapping conservation goals. See Additional Text below for more details.

- b. Describe plans for future public outreach and engagement:

Public outreach during the design phase will be robust, with multiple public input meetings planned. In addition, the City of Salida has already convened several public input meetings for the overall Vandaveer property development (see results in Attachment X). Interest in the project is strong, as evidenced by the packed house attendance at the city's meetings. We intend to engage Salida residents as much as possible in volunteer work days to assist in riparian planting and other appropriate parts of the restoration process. The portion of the project reach situated on the Southwest Conservation Corps and Salida properties will be the hub of future youth education programs for CPCTU, GARNA, and Salida schools. Educational signage will be included along the accessible trails within the natural areas on the city-owned property.

4. NPS Support Requested

- a. What are the major project challenges your organization faces?

We recognize the ambitious scale and complexity of our project, which is why we have developed a coalition of supportive organizations who provide differing perspectives and expertise. The target reach spans eight properties both publicly and privately owned, with multiple landowners and varied land uses among properties. We anticipate stakeholder outreach and engagement will require significant time and effort. The large project scale and complexity means raising funds for construction and obtaining the required permits will be a long process requiring expert assistance. Coordinating with the City of Salida on their larger South Ark Neighborhood and Vandaveer Regional Park Development will require strong lines of communication and fostering a shared vision from the outset. Creating a design that successfully transitions from the naturalized river corridor to the more developed adjacent recreational and residential spaces will require innovative engineering and landscape architecture. We intend to prioritize restoration treatments that do not impact downstream water users, but water rights administration may be required for some design aspects and will require water law expertise.

4. NPS Support Requested (continued)

- b. Describe the types of assistance and specific deliverables you are seeking from the NPS staff that would complement your team. *For examples, see the description of "Our Services" on page 2.*

We have organized a long-term partnership of like-minded organizations to work toward realizing this and other multi-benefit conservation projects. The Upper Arkansas Watershed Partnership (UAWP) would benefit from assistance with creating a collaboration charter specific to this project that includes the City of Salida and outlines the roles and responsibilities of each member. Public and stakeholder outreach will be an ongoing focus throughout design and construction. Assistance with outreach event planning and strategies will facilitate strengthening public and stakeholder support. Integrating plans for the naturalized river corridor with the adjacent built environment and creating effective transitions between the two presents a unique landscape architecture problem that may be outside the experience of our river engineering team.

5. How Did You Hear About Us?

Have you worked with Rivers, Trails and Conservation Assistance in the past? If not, how did you hear about our program (for example, from a colleague, online search, NPS website, grants.gov, social media, email, or other)?

Several staff members of our UAWP partner organizations have worked with NPS-RTCA in the past.

6. Attachments

Please include the following attachments with this completed application:

- Site location map
- Commitment letters from 3 or more project partners
- Optional supplemental information that can help us learn more about your project (background documents, examples of media coverage, additional maps, list of links to resources, project photos, etc.)

Reminder: Ensure you have initiated contact with your individual state program manager for guidance prior to submittal (see below for contact information - for a list of current program managers, please visit: www.nps.gov/orgs/rtca/contactus.htm).

Submitting Your Application

After the application is completed, email your application materials to the program manager for your state, or contact them for guidance on mailing a printed version.

American Samoa – pwr_rtca@nps.gov

Alabama – ser_rtca@nps.gov

Alaska – akr_rtca@nps.gov

Arizona – rtca_apps_imr@nps.gov

Arkansas – mwr_rtca@nps.gov

California – pwr_rtca@nps.gov

Colorado – rtca_apps_imr@nps.gov

Connecticut – ner_rtca@nps.gov

Delaware – ner_rtca@nps.gov

District of Columbia (and metropolitan area) –
ncr_rtca@nps.gov

Florida – ser_rtca@nps.gov

Georgia – ser_rtca@nps.gov

Guam – pwr_rtca@nps.gov

Hawaii – pwr_rtca@nps.gov

Idaho – pwr_rtca@nps.gov

Illinois – mwr_rtca@nps.gov

Indiana – mwr_rtca@nps.gov

Iowa – mwr_rtca@nps.gov

Kansas – mwr_rtca@nps.gov

Kentucky – ser_rtca@nps.gov

Louisiana – ser_rtca@nps.gov

Maine – ner_rtca@nps.gov

Maryland – ner_rtca@nps.gov

Massachusetts – ner_rtca@nps.gov

Michigan – mwr_rtca@nps.gov

Minnesota – mwr_rtca@nps.gov

Mississippi – ser_rtca@nps.gov

Missouri – mwr_rtca@nps.gov

Montana – rtca_apps_imr@nps.gov

Nebraska – mwr_rtca@nps.gov

Nevada – pwr_rtca@nps.gov

New Hampshire – ner_rtca@nps.gov

New Jersey – ner_rtca@nps.gov

New Mexico – rtca_apps_imr@nps.gov

New York – ner_rtca@nps.gov

North Carolina – ser_rtca@nps.gov

North Dakota – mwr_rtca@nps.gov

Northern Mariana Islands – pwr_rtca@nps.gov

Ohio – mwr_rtca@nps.gov

Oklahoma – rtca_apps_imr@nps.gov

Oregon – pwr_rtca@nps.gov

Pennsylvania – ner_rtca@nps.gov

Puerto Rico – ser_rtca@nps.gov

Rhode Island – ner_rtca@nps.gov

South Carolina – ser_rtca@nps.gov

South Dakota – mwr_rtca@nps.gov

Tennessee – ser_rtca@nps.gov

Texas – rtca_apps_imr@nps.gov

Utah – rtca_apps_imr@nps.gov

Vermont – ner_rtca@nps.gov

U.S. Virgin Islands – ser_rtca@nps.gov

Virginia – ner_rtca@nps.gov

Washington – pwr_rtca@nps.gov

West Virginia – ner_rtca@nps.gov

Wisconsin – mwr_rtca@nps.gov

Wyoming – rtca_apps_imr@nps.gov

Additional Text

Please use the space below for any additional text if needed.

Section 1d. continued:

The target reach of the South Arkansas is located in an urbanized area of Salida, close to Salida High School and U.S. Highway 50, the major commercial thoroughfare for the southern part of the city. The city plans to provide pedestrian access from Highway 50 at both ends of their property via existing easements and pedestrian bridges. The project reach is within walking distance of the populated core of Salida, the commercial strip, the high school, and up to 200 permanent affordable housing units in the planned South Ark Neighborhood Development. It will dramatically increase outdoor recreation opportunities for Salida citizens, and will improve outdoor access equity for underserved community members.

Section 2b.

UAWP partner organization roles and responsibilities:

- Collegiate Peaks Chapter of Trout Unlimited (CPCTU): Fundraising, Contractor selection and management, grant management, permitting
- Colorado Trout Unlimited (CTU): Fundraising, Contractor selection and management, grant management, permitting
- Central Colorado Conservancy (CCC): Public and stakeholder outreach, Contractor selection
- Greater Arkansas River Nature Association (GARNA): Volunteer participation planning, recruitment, and coordination; outreach to underserved communities, contractor selection
- Upper Arkansas Conservation District (UACD): Stakeholder outreach

Section 3a. continued:

As part of their South Ark Neighborhood Master Plan and Vandaveer Regional Park planning process, the City of Salida performed extensive public outreach, including open houses/presentations, two design charettes, several on-site tours, several public hearings, an online survey, among other informational events. Data from these events is included as an attachment for Section 6.

The following text is excerpted from the City of Salida's Vandaveer Ranch Overall Development Plan, which includes the city-owned portion of the project reach. By including this language in their Development Plan, the city has expressed their desire for a natural river corridor and for partnering with local environmental groups to achieve it:

"This 11.3 acre area of open space in VPA-8 within the Vandaveer Regional Park is intended to be one of the most undisturbed and natural open spaces in the area. It should be the backbone of a South Arkansas River sanctuary, in which trees, naturally shifting channels, wetlands, beaver ponds, etc. are all preserved, and only supplemented with environmentally sensitive trails. This area should remain an area for birding and wildlife habitat and should include opportunities for environmental education along the river corridor. Initiatives by local environmental groups for grants to design and build river restoration projects should be encouraged."

Additional Text

Please use the space below for any additional text if needed.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 20, 2024

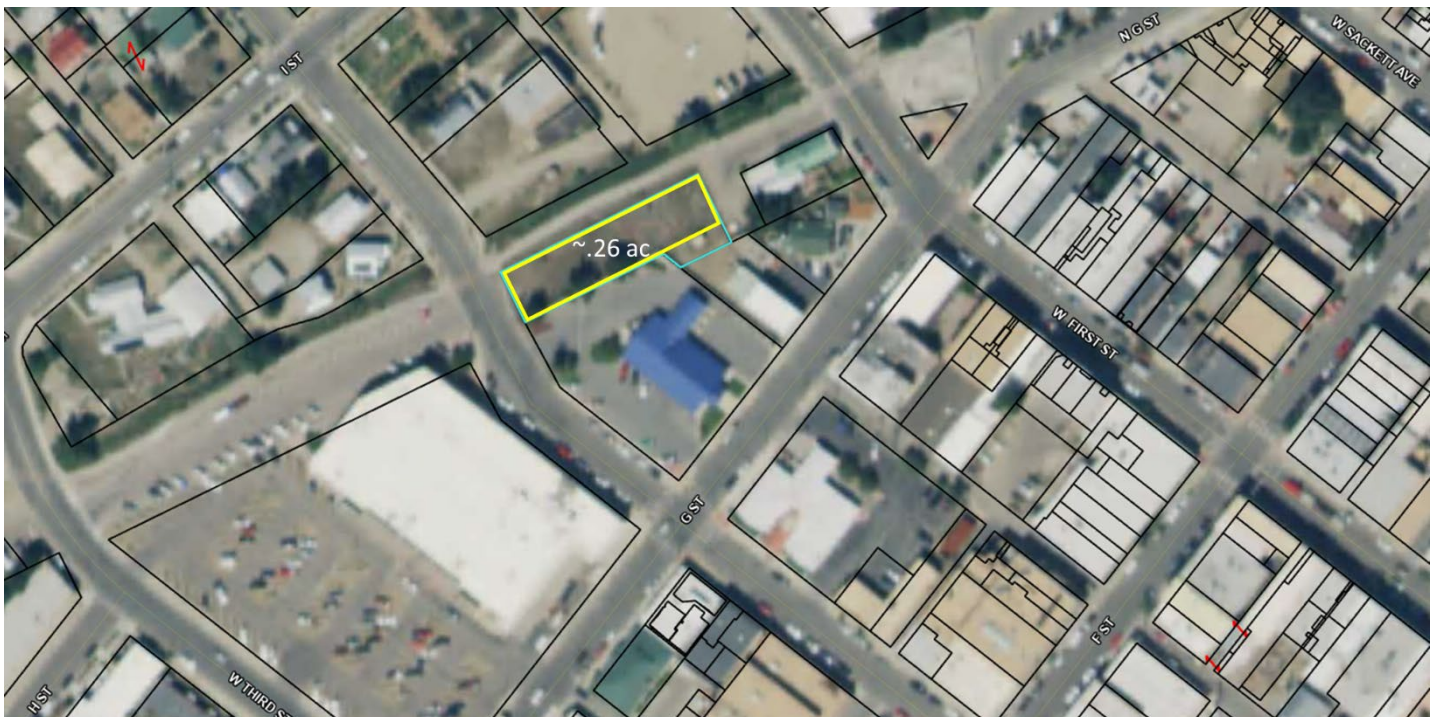
ITEM

Resolution No. 2024-18: A Resolution of the City Council for the City of Salida, Colorado, Authorizing the City Administrator to Enter Into a Commercial Lease Agreement With Steph and Joe Brady for Public Parking on an Approximately .26-Acre Private Parcel Located Between 1st and 2nd Streets.

BACKGROUND

City Council has repeatedly heard from business owners and citizens over the last few years that more public parking is needed in the downtown area—especially during the busy summer months and during large events. The City recognizes the value of parking to those businesses and their employees, as well as to residents and visitors alike. The City also recognizes the value of such parking as it pertains to sales tax revenues that benefit the community through services and the provision of infrastructure.

In July of 2023, City Council approved a 9-month lease agreement for parking on a lot owned by Steph and Joe Brady, behind Bank of the West and the Green Cat Gallery, between 1st and 2nd Streets. The lot currently accommodates approximately 30 - 35 vehicles, including some oversized





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 20, 2024

vehicles and trailers. The owners originally desired to enter into the lease as a “trial run” and agreed to provide notice as to whether they would renew the lease by the end of February 2024. The lot has since been improved with boulder fencing, signage, gravel surfacing and concrete wheel stops, as well as a privacy fence for the gallery, as requested by the owners (total cost approx. \$10,000). In January 2024, the owners sent notice that they are interested in renewing the lease for a 2-year period spanning May 1st, 2024 through April 30th, 2026. The owners stated that they did not want to commit to more than two years at this time. The cost of the lease is \$20,000 per year (up from an original amount of \$15,500/year, pro-rated). Staff is requesting Council’s approval of the new commercial lease agreement.



Figure 2: Leased Parking Lot Behind Bank of the West/Green Cat Gallery



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 20, 2024

FISCAL NOTE

As noted above, the lease rate will be \$20,000 per year, to be paid in lump sum, for two years. There may be additional site maintenance costs, but those are anticipated to be very minimal (under \$1,000). This cost would be accommodated in the 2024 and 2025 Annual Budgets.

SUGGESTED MOTION

A Council person should move to “approve Resolution 2024-18 authorizing the City Administrator to enter into a commercial lease agreement with Steph and Joe Brady for public parking on an approximately .26-Acre private parcel located between 1st and 2nd Streets.”

Attachments:

Resolution No. 2024-18

Commercial Lease Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 18
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO
A COMMERCIAL LEASE AGREEMENT WITH STEPH AND JOE BRADY FOR
PUBLIC PARKING ON AN APPROXIMATELY .26 ACRE PRIVATE PARCEL
LOCATED BETWEEN 1ST AND 2ND STREETS**

WHEREAS, the City of Salida recognizes the need for publicly available parking in the downtown vicinity for patrons and employees of downtown-area businesses; and

WHEREAS, the City of Salida and the private property owners, Steph and Joe Brady, have negotiated a Commercial Lease Agreement, attached hereto as Exhibit A, for public parking on an approximately .26 acre portion of the private property; and

WHEREAS, the City of Salida and the private property owners would like for said lease agreement to begin May 1st, 2024 and continue through April 30, 2026; and

WHEREAS, the City Council approves the execution of the Commercial Lease Agreement between the City and Steph and Joe Brady for said parking lot.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as conclusions, determinations, facts, and findings of the City Council.
2. The Salida City Council hereby approves and authorizes the City to enter into the Commercial Lease Agreement, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED THIS 20th DAY OF FEBRUARY, 2024.

City of Salida

Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective May 1, 2024, by and between Steph and Joe Brady ("Landlord") and City of Salida Colorado, a Colorado municipal corporation ("Tenant").

Landlord is the owner of the vacant lot ("Lot") located at on West 2nd Street listed as Parcel #368132400418 (Exhibit A), Salida, Colorado 81201, measuring approximately 12,632 square feet. The portion of the property that is subject to this lease agreement, however, is the approximately 54' x 212' (11,448 SF) rectangular area and not including the approximately 1,200 SF area within the existing chain-link fence behind the Green Cat Gallery.

Tenant wishes to lease Lot for the primary purpose of providing public parking.

Landlord desires to lease Lot to Tenant, and Tenant desires to lease Lot from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases Lot to Tenant, and Tenant hereby leases the same from Landlord, under the following terms:

Beginning on the effective date of lease until April 30, 2026, thereafter year-to-year beginning May 1, 2026.

2. Rent.

Tenant shall pay Landlord twenty thousand dollars (\$20,000) yearly on or before the first day of May.

3. Use

Unless a different use is agreed to in writing by Landlord, the Tenant shall use the Lot solely for use as a parking lot.

When the Lot is being used a public parking or employee parking area, Tenant may charge a fee for parking without further compensation to Landlord beyond the agreed upon rent. Should Tenant wish to charge a parking fee, Tenant shall comply with all other provisions of this Lease Agreement.

4. Sublease and Assignment.

Tenant shall not assign or sublet Lot, including to carnival/fair operators or otherwise.

5. Repairs and Maintenance

The parties understand and agree that this Lease is a land lease and that the Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Leased Premises.

During the Lease term, Tenant shall maintain Lot at its expense in a manner that does not pose a public safety threat or risk to vehicles parked in Lot. This shall consist primarily of grading/re-grading of the site, placement of gravel surfacing material, pothole repair, tree trimming, and removal of some fencing only for vehicle ingress/egress facing 1st Street and 2nd Street, respectively, and gaps for pedestrian access to the Monarch Spur Trail on the northerly side. The foregoing notwithstanding, Tenant and Landlord acknowledge Lot is unpaved and thus minor potholes will always be present.

Tenant shall make a concerted effort to keep Lot free of trash and debris, at its expense. With Landlord's prior, written consent, Tenant may, but is not obligated to, provide lighting, erect fencing, pave lot, place parking curbs or make any additional improvements it believes are necessary to operate parking operations safely and

efficiently. Tenant also agrees to construct a 6-foot tall wooden privacy fence in the location of the existing chain link fence along the southeastern side (approximately 80 feet) of the subject property at Tenant's expense. Tenant agrees that no other improvements (inc. grading, etc.) shall be performed, nor will any public parking transpire, until said fence has been constructed.

6. Alterations and Improvements.

Landlord may or may not approve, in writing, Tenant's request(s), at Tenant's expense, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of Lot from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. With Landlord's prior written consent, Tenant shall also have the right to place and install personal property, trade fixtures, equipment (such as grading or surfacing equipment) and other temporary installations in and upon Lot. At the time of Landlord's approval, Landlord and Tenant must also agree in writing as to whether any such alteration or improvement shall be deemed a permanent fixture which shall remain with Lot upon termination or shall be deemed to be property of Tenant which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. Fixtures such as curb stops, signage, lighting, etc. shall be removed and retained by the City upon termination of the lease. In the absence of any such written agreement, all other improvements and fixtures shall constitute the sole property of the Landlord.

Provided that the procedures herein are observed, all personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on Lot by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease or upon termination of this Lease, provided that all damage to Lot caused by such removal shall be promptly repaired by Tenant at Tenant's expense. Tenant may remove the one existing small tree in the middle of the site but shall make every effort to protect the three mature trees along the southeastern edge of the site, including placing curb stops or other barriers in locations to deter strikes from vehicles. Tenant also acknowledges that access to trash pick-up locations to the rear of 124 G Street and 203 W. 1st Street properties shall remain unobstructed.

7. Environmental Hazards.

Tenant will be responsible for promptly mitigating any environmental hazards that may result from the use of the property as a parking lot including, but not limited to, spills, leaks, or disposal of hazardous materials or other materials that may pose a tangible public risk. Tenant furthermore agrees not to cause or permit any hazardous substances to be placed, held, located or disposed of on the Lot, other than that which may be associated with approved alterations and improvements discussed herein, and that any such substances shall be used in compliance with all applicable environmental laws.

8. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes, sales and use taxes, and installments of special assessments coming due during the Lease term on the Leased Premises, and Tenant shall pay all personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. Insurance.

- a. If Lot is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- b. Tenant shall at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities of its use, through a private insurer or through an intergovernmental agency, with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's

compliance with this Paragraph upon execution of this Lease. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

- c. Lessor shall not be liable for any injury or damages to any property or to any person on or about the Lot nor for any injury or damage to any property of Tenant.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on Lot any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or offensive. Otherwise, Landlord agrees to sign any required consent paperwork to obtain necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant agrees to install signage, at Tenant's expense, indicating that "No Parking or Overnight Camping is Allowed". Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter Lot at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on Lot.

12. Termination.

This Lease may not be terminated early. Lease will automatically renew May 1, 2024 and subsequently May 1 of each year, unless either party provides written notification not to renew by the last day of February of that year.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default continues for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord to pay rent or surrender possession of Lot, Landlord may declare the term of this Lease ended and proceed to reenter and take possession of the premises and pursue Landlord's remedies in accordance with Colorado law. If default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default continues for fifteen (15) days after notice thereof in writing to Tenant by Landlord to cure the default or surrender possession of Lot (without correction thereof then having been commenced and thereafter diligently prosecuted) Landlord may declare the term of this Lease ended and proceed to reenter and take possession of Lot and pursue Landlord's remedies in accordance with Colorado law. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity, including an action for damages for unpaid rent, property damage, or other damages. Landlord shall use reasonable efforts to mitigate its damages. If Tenant is in default more than three (3) times in a Calendar year, even if default has been cured, Landlord shall have the right, in its sole discretion, to terminate Lease. In the event that any payment required to be paid by Tenant hereunder is not made within fifteen (15) days of when due, a late fee of \$50 will be due and payable plus \$10 per day after the 6th day.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of Lot during the term of this Lease.

15. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon Lot and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to

any mortgage, deed of trust or other lien now existing or hereafter placed upon Lot, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

16. Security Deposit.

Landlord shall not require a Security Deposit from Tenant.

17. Liability and Indemnification.

a. Except as otherwise provided herein, Tenant shall be in exclusive control and possession of Lot from the date this Lease is executed until it is terminated. Landlord shall not be liable for any injury or damages to any property or to any person on or about Lot nor for any injury or damage to any property of the Tenant. Landlord shall not be liable to Tenant for any entry on Lot for inspection or repair purposes.

b. To the fullest extent permitted by applicable law, Tenant shall hold harmless and indemnify Landlord from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about Lot, except for injury or damage caused solely by the negligence of Landlord, (3) Tenant's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Tenant or security interest filed against Lot or equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Tenant.

18. Attorney Fees.

In the event of any dispute under this Agreement, or any default in the performance of any term or condition of this Agreement, the prevailing party is entitled to recover all costs and expenses associated, including reasonable attorneys' fees.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Steph and Joe Brady
PO Box 82
Coaldale, CO 81222

If to Tenant to:

City of Salida
448 East 1st St.
Salida, CO 81201

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

22. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, and all disputes under this Agreement shall be adjudicated in the District Court for Chaffee County.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[Landlord Signature] DATE

[Tenant Signature] DATE

Exhibit A





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Kristen Hussey - Assistant Finance Director	February 20, 2024

ITEM

Resolution 2024-19 Authorizing Mayor Shore as Signatory for Salida Ridge Apartments Project.

BACKGROUND

Staff are in the process of closing out the Community Development Block Grant (CDBG), which the City was awarded in 2020 for the Salida Ridge Apartments Project. As a part of these close out procedures, the Mayor is required to sign off on various documents. At the time of the grant funds being awarded to the City, P.T. Wood was the City of Salida Mayor and initially set up as the signatory authority for this grant. This resolution delegates the signatory authority to current Mayor Dan Shore and will allow staff to continue moving forward in closing out this grant.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends approval of delegating signatory authority to Mayor Dan Shore.

SUGGESTED MOTION

A Council person should make a motion "to approve Resolution 2024-19, a resolution of the city Council for the City of Salida, Colorado authorizing Mayor Shore as signatory for the Salida Ridge Apartments project."

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 19
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
DESIGNATING MAYOR DAN SHORE AS AUTHORIZED SIGNATORY FOR
THE SALIDA RIDGE APARTMENTS**

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

WHEREAS, in the City election in November 2021 election, Dan Shore was elected by the community to be the Mayor of Salida; and

WHEREAS, Mayor Dan Shore was re-elected to be the mayor of Salida in November 2023; and

WHEREAS, as mayor, the City Council (“Council”) recognizes the mayor’s authority and authorizes the mayor to be the authorized signatory for the Salida Ridge Apartments project as shown in Exhibit A.

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

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

Section 2. The Salida City Council hereby authorizes the City designate the mayor as authorized signatory for the Salida Ridge Apartments, and therefore authorizes the Mayor to sign the Signatory Authority, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 20th day of February, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Signatory Authorization for the Salida Ridge Apartments



ATTACHMENT K

SAMPLE RESOLUTION TO APPLY AND SIGNATORY AUTHORITY AND DELEGATION OF SIGNATORY AUTHORITY

February 20, 2024:

WHEREAS, The City of Salida has approved an application to the Colorado Department of Local Affairs/ Division of Housing for funds for Salida Ridge Apartments; and

WHEREAS, The City of Salida certifies by

☒ Board Resolution ☐ Bylaws ☐ Policy ☐ Other: _____
(please attach backup documentation)

that the person named below has full signatory authority regarding all contracts and corresponding documents associated with agreements entered into by The City of Salida.

Mayor Dan Shore
Name of Authorized Signatory

Mayor of Salida
Title

Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Dan Shore, City Mayor, an agent of The City of Salida for the purpose of authorizing and signing:

x	Payment Requests
x	Quarterly Financial Status Reports
x	Quarterly Project Performance Reports
x	Monitoring Documents
x	Other

DOH Asset Manager will complete the following

The above designation will commence on the date of this statement and will apply for the duration of the Contract(s):

Contract Encumbrance Number or Reference
• Encumbrance #H1CBD20120
•
•



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Kristen Hussey - Assistant Finance Director	February 20, 2024

ITEM

Public Hearing – To hear community feedback on the Salida Ridge Apartments project, and to officially close the project out.

BACKGROUND

In 2020, the City of Salida was awarded a Community Development Block Grant (CDBG) for \$720,000 for the Salida Ridge Apartments project. The project is now complete, and in order to complete close out of the grant, the City is required to hold a public hearing for the community to provide feedback on the Salida Ridge Apartments project. A notice of this public hearing was posted in the Mountain Mail on February 13, in accordance with CDBG guidelines.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends City Council approve officially closing the project out.

SUGGESTED MOTION

After hearing all public input, a City Councilmember should state, "I move to officially close out the Salida Ridge Apartments project" followed by a second and a roll call vote.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 20, 2024

ITEM

Resolution 2024-20, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE GRANT AWARD FROM THE COLORADO AERONAUTICAL BOARD.

BACKGROUND

Chaffee County and the City of Salida are in receipt of a \$282,600 Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics grant to complete environmental and design services for the extension of Taxiway A.

The current airport layout requires pilots to back-taxi on Runway 6-24, which results in additional runway occupancy time and increases the risk of traffic conflict at an uncontrolled airport. The extension will increase safety with the reduction of runway occupancy time by providing additional runway access points from Taxiway A.

FISCAL NOTE

The local match required for the grant is \$31,400, which will be split 50/50 between Chaffee County and the City of Salida.

STAFF RECOMMENDATION

Staff recommends Council approve Resolution 2024-20.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-20, A Resolution of the City Council for the City of Salida followed by a second and a roll call vote."

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 20
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA,
COLORADO, APPROVING THE GRANT AWARD FROM THE COLORADO
AERONAUTICAL BOARD.**

WHEREAS, the City of Salida, Colorado (“City”) jointly owns Harriet Alexander Field – Salida Airport with Chaffee County; and

WHEREAS, as owners of Harriet Alexander Field – Salida Airport, the City and County can, and do, request funds in the best interest of the airport to promote the safe operation of the airport as well as improvements to the airport facilities; and

WHEREAS, the Colorado Aeronautical Board exists to assist such airports with these types of improvement projects so long as such funds are used for aviation purposes; and

WHEREAS, the Salida City Council (“Council”) finds that it is in the best interest of the airport and the public in promoting the safe operation of the airport and improvements to the airport facilities to apply for such a grant from the Colorado Aeronautical Board; and

WHEREAS, the Council approves the City’s application for such funds through the Grant Awards Agreement, attached hereto as Exhibit A.

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

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

Section 2. The Salida City Council hereby approves and authorizes the City to enter into the Grant Awards Agreement, attached hereto as Exhibit A.

Section 3. The Salida City Council hereby approves and authorizes the Mayor to sign any further documents associated with the Grant Awards Agreement, attached hereto as Exhibit A.

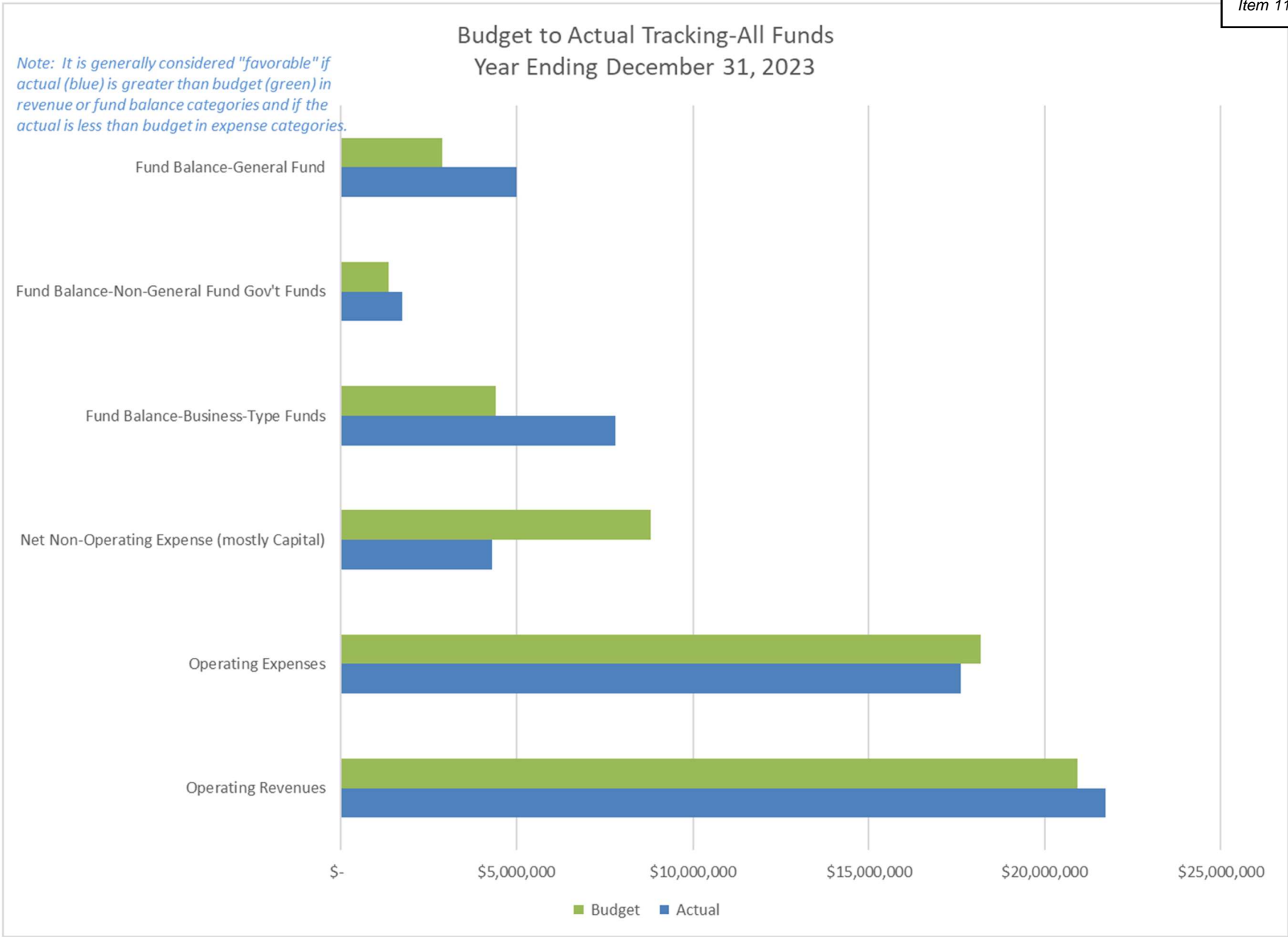
RESOLVED, APPROVED, AND ADOPTED THIS 20th DAY OF February, 2024.

City of Salida

Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk



City of Salida						
Budget Tracking Analysis						
Combined Funds: General and Lodging Tax Funds						
Year Ending December 31, 2023						
<i>Note: 2023 pre-audit books have not been fully closed out, these numbers are not final but should be materially correct.</i>						
		YTD Dec 2022	YTD Dec 2023	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue (Sales, Lodging, Franchise fees)	\$ 6,408,980	\$ 6,352,680	\$ 4,317	\$ 6,348,363	100.1%
3	Fees for General Services	187,930	165,475	(22,325)	187,800	88.1%
4	Fines & Forfeitures	37,619	51,401	(2,599)	54,000	95.2%
5	Licenses and Permits	105,443	30,538	(54,262)	84,800	36.0%
6	County sales tax and other intergovernmental revenue	3,693,827	3,756,871	81,083	3,675,788	102.2%
7	Fees for Recreation & Event Services	998,550	1,112,881	(17,819)	1,130,700	98.4%
8	Miscellaneous Revenue	(92,206)	721,770	501,970	219,800	328.4%
9	Total Operating Revenues	11,340,143	12,191,616	490,365	11,701,251	104.2%
10	<u>Operating Expenses</u>					
11	Cost of Sales	131,502	137,636	14,865	152,501	90.3%
12	Personnel	7,216,283	8,024,558	100,577	8,125,135	98.8%
13	Contracted Services	1,046,715	1,118,085	235,565	1,353,650	82.6%
14	Supplies & Materials	426,990	424,896	1,504	426,400	99.6%
15	Utilities	446,407	506,348	(19,868)	486,480	104.1%
16	Other Operating Costs ^	1,308,268	1,821,440	197,486	2,018,926	90.2%
17	Financing Obligations	240,078	218,358	(276)	218,082	100.1%
18	Total Operating Expenses	10,816,243	12,251,321	529,853	12,781,174	95.9%
19	Revenues over (under) expenses-operating only	\$ 523,900	\$ (59,705)	\$ 1,020,218	\$ (1,079,923)	5.5%
20	<u>Non Operating Revenue and Expense ~</u>					
21	Capital Revenue	21,159	96,885	86,885	10,000	968.9%
22	Grant Revenue	1,044,317	17,379	(22,621)	40,000	43.4%
23	Net transfers in (out)	(1,684,874)	(1,380,000)	832,000	(2,212,000)	0.0%
24	Capital Expenditures (\$500 - \$4,999)	(277,708)	(233,984)	(6,084)	(227,900)	102.7%
25	Capital Purchases & Improvements (\$5,000 +)	(202,680)	(276,184)	193,816	(470,000)	58.8%
26	Total (net) Non Operating Revenues & Expenses	\$ (1,099,786)	\$ (1,775,904)	\$ 1,083,996	\$ (2,859,900)	62.1%
27	Revenues over (under) expenses	(575,886)	(1,835,609)	2,104,214	(3,939,823)	
28	Fund Balance at 1/1/23		6,830,231		6,830,231	
29	Fund Balance at period end		\$ 4,994,622	2,104,214	\$ 2,890,408	
~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers						
Amounts can fluctuate greatly from year to year.						
^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.						

City of Salida						
Budget Tracking Analysis						
Combined Funds: Streets, Capital Improvement, CTF, Economic Development & Housing						
Year Ending December 31, 2023						
Note: 2023 pre-audit books have not been fully closed out, these numbers are not final but should be materially correct.						
		YTD Dec 2022	YTD Dec 2023	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue	\$ 3,995,774	\$ 4,665,916	\$ 2,263	\$ 4,663,653	100.0%
3	Fees Services	74,655	42,618	(12,382)	55,000	77.5%
4	License & Permits	-	228,600	1,600	227,000	
5	Highway Users Tax & other intergovernmental revenues	314,865	334,483	9,483	325,000	102.9%
6	Miscellaneous Revenue	6,885	9,629	629	9,000	107.0%
7	Total Operating Revenues	\$ 4,392,179	\$ 5,281,246	\$ 1,593	\$ 5,279,653	100.0%
	<u>Operating Expenses</u>					
8	Personnel	440,509	519,906	(9,508)	510,398	101.9%
9	Contracted Services	756,441	527,280	7,720	535,000	98.6%
10	Supplies & Materials	52,994	43,314	3,686	47,000	92.2%
11	Other Operating Costs ^	486,490	264,254	142,546	406,800	65.0%
12	Total Operating Expenses	\$ 1,736,434	\$ 1,354,754	\$ 144,444	\$ 1,499,198	90.4%
13	Revenues over (under) expenses-operating only	\$ 2,655,745	\$ 3,926,492	\$ 146,037	\$ 3,780,455	103.9%
14	<u>Non Operating Revenue and Expense ~</u>					
15	Grant Revenue	93,932	709,910	(3,624,348)	4,334,258	16.4%
16	Capital Revenue	51,000	1,175,412	(3,324,588)	4,500,000	
17	Net Transfers In (transfer made at year end)	1,684,874	1,380,000	(832,000)	2,212,000	
18	Capital Purchases & Improvements (\$5,000 +)	(4,483,791)	(7,147,298)	8,039,702	(15,187,000)	47.1%
19	Total (net) Non Operating Revenues & Expenses	\$ (2,653,985)	\$ (3,881,976)	\$ 258,766	\$ (4,140,742)	93.8%
20	Revenues over (under) expenses	1,760	44,516	404,803	(360,287)	
21	Fund Balance at 1/1/23		1,701,357		1,701,357	
22	Fund Balance at period end		\$ 1,745,873	404,803	\$ 1,341,070	
~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers						
Amounts can fluctuate greatly from year to year.						
^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.						

City of Salida						
Budget Tracking Analysis - Business-Like Fund Types						
Combined Funds: Water and Wastewater						
Year Ending December 31, 2023						
Note: 2023 pre-audit books have not been fully closed out, these numbers are not final but should be materially correct.						
		YTD Dec 2022	YTD Dec 2023	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Fees for General Services	3,980,873	4,098,768	311,342	3,787,426	108.2%
3	Miscellaneous Revenue	(86,350)	166,844	(3,656)	170,500	97.9%
4	Total Operating Revenues	3,894,523	4,265,612	307,686	3,957,926	107.8%
5	<u>Operating Expenses</u>					
6	Personnel	1,568,160	1,590,373	(12,633)	1,577,740	100.8%
7	Contracted Services	409,805	514,091	(8,691)	505,400	101.7%
8	Supplies & Materials	172,962	157,781	6,219	164,000	96.2%
9	Utilities	267,925	247,354	12,146	259,500	95.3%
10	Other Operating Costs	337,767	457,442	(87,817)	369,625	123.8%
11	Financing Obligations	337,529	1,033,309	1,513	1,034,822	99.9%
12	Total Operating Expenses	3,094,148	4,000,350	(89,263)	3,911,087	102.3%
13	Revenues over (under) expenses-operating only	\$ 800,375	\$ 265,262	\$ 218,423	\$ 46,839	566.3%
14	<u>Non Operating Revenue and Expense ~</u>					
15	Capital Revenue (devt fees, financing proceeds)	1,167,416	3,323,145	2,077,145	1,246,000	266.7%
16	Grant Revenue	151,341	385,453	(314,547)	700,000	55.1%
17	Capital Expenditures (\$500 - \$4,999)	(1,395)	(11,372)	(11,372)	-	
18	Capital Purchases & Improvements (\$5,000 +)	(1,595,725)	(2,334,187)	1,417,313	(3,751,500)	62.2%
19	Total (net) Non Operating Revenues & Expenses	\$ (278,363)	\$ 1,363,039	\$ 3,168,539	\$ (1,805,500)	-75.5%
20	Revenues over (under) expenses	522,012	1,628,301	3,386,962	(1,758,661)	
21	Fund Balance at 1/1/21 (Unrestricted)		6,175,252		6,175,252	
22	Fund Balance at period end		\$ 7,803,553	3,386,962	\$ 4,416,591	
~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers						
Amounts can fluctuate greatly from year to year.						
^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.						

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
DECEMBER 2023



Item 11.

The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of December 2023, which were remitted to the City of Salida in February 2024.

Summary Results for City and Chaffee County Sales Taxes

December City sales tax collections decreased by \$26,097 (-3.1%) as compared to December 2022. The City's portion of Chaffee County sales tax collections decreased by \$24,760, an 8.4% decrease over December 2022. In total, sales tax receipts are 4.5% lower for December and 0.6% higher for the year. Actual collections surpassed the annual budget by 0.5%.

Current Month							
	December 2023	December 2022	2023 - 2022 \$ Change	2023 - 2022 % Change	December 2023 Budget	2023 Budget \$ Variance	2023 Budget % Variance
3% City Sales Tax	\$ 807,844	\$ 833,941	\$ (26,097)	-3.1%	\$ 816,510	\$ (8,666)	-1.1%
Shared County Tax	\$ 270,963	\$ 295,723	\$ (24,760)	-8.4%	\$ 287,049	\$ (16,086)	-5.6%
Total	\$ 1,078,807	\$ 1,129,664	\$ (50,858)	-4.5%	\$ 1,103,559	\$ (24,752)	-2.2%
Year to Date							
	YTD 2023	YTD 2022	2023 - 2022 \$ Change	2023 - 2022 % Change	YTD 2023 Budget	2023 Budget \$ Variance	2023 Budget % Variance
3% Sales Tax	\$ 9,509,494	\$ 9,513,748	\$ (4,255)	0.0%	\$ 9,566,017	\$ (56,523)	-0.6%
Shared County Tax	\$ 3,517,848	\$ 3,429,551	\$ 88,297	2.6%	\$ 3,402,788	\$ 115,060	3.4%
Total	\$ 13,027,341	\$ 12,943,299	\$ 84,042	0.6%	\$ 12,968,805	\$ 58,536	0.5%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
DECEMBER 2023



Item 11.

Below is the tracking by NAICS industry sector report for the 3% City sales tax collections.

3% City Sales Tax by Industry Sector

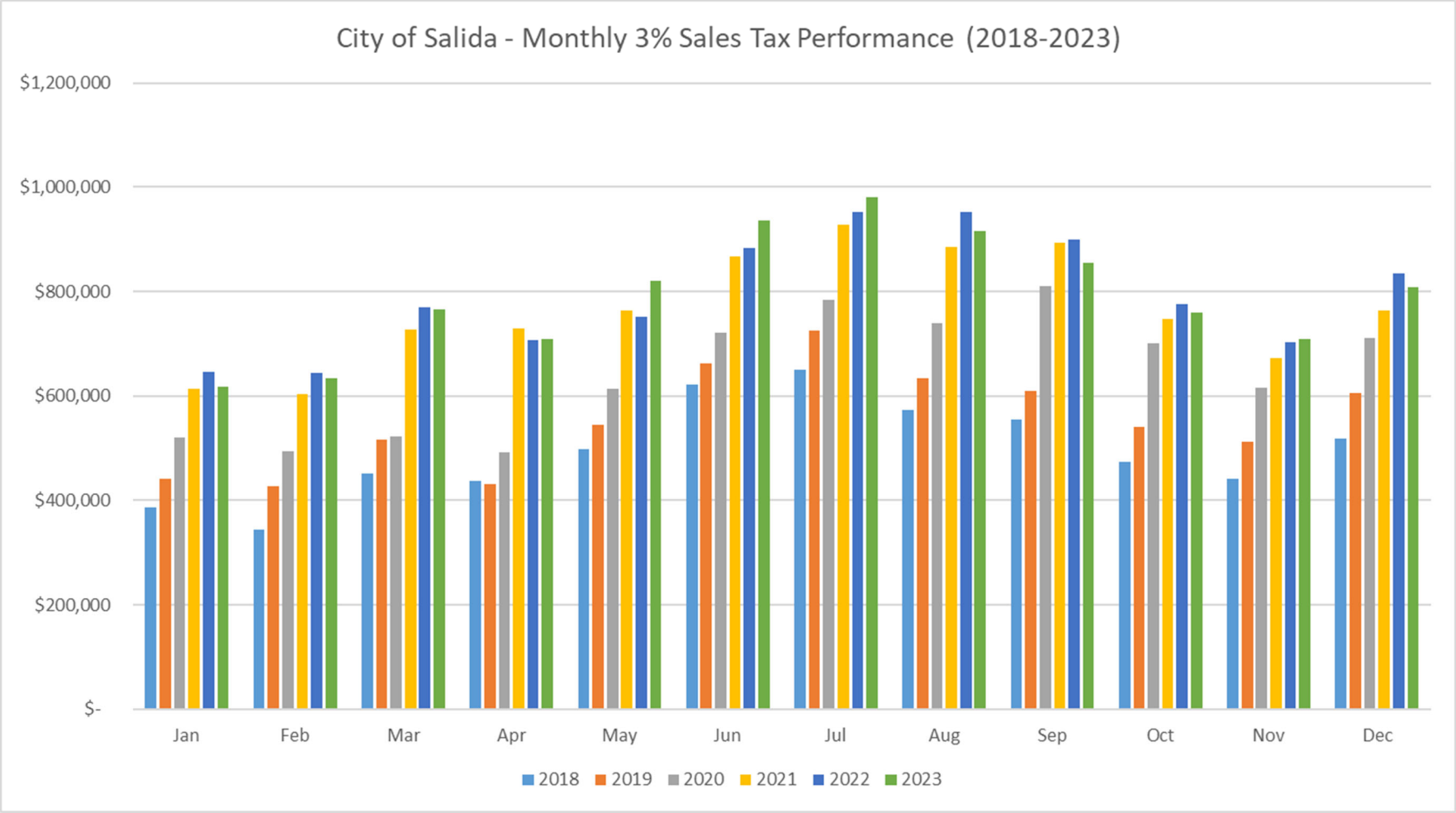
Current Month

NAICS Sector	December 2023	December 2022	2023-2022 \$ Change	2023-2022 % Change
Retail Trade	\$ 556,398	\$ 576,477	\$ (20,079)	-3.5%
Accommodation and Food Services	\$ 134,471	\$ 143,209	\$ (8,738)	-6.1%
Wholesale Trade	\$ 29,023	\$ 24,388	\$ 4,635	19.0%
Manufacturing	\$ 15,172	\$ 17,559	\$ (2,387)	-13.6%
Information	\$ 10,580	\$ 10,299	\$ 281	2.7%
Real Estate, Rental & Leasing	\$ 4,273	\$ 4,059	\$ 214	5.3%
Construction	\$ 10,924	\$ 11,100	\$ (176)	-1.6%
All Other	\$ 47,003	\$ 46,850	\$ 153	0.3%
Total	\$ 807,844	\$ 833,941	\$ (26,097)	-3.1%

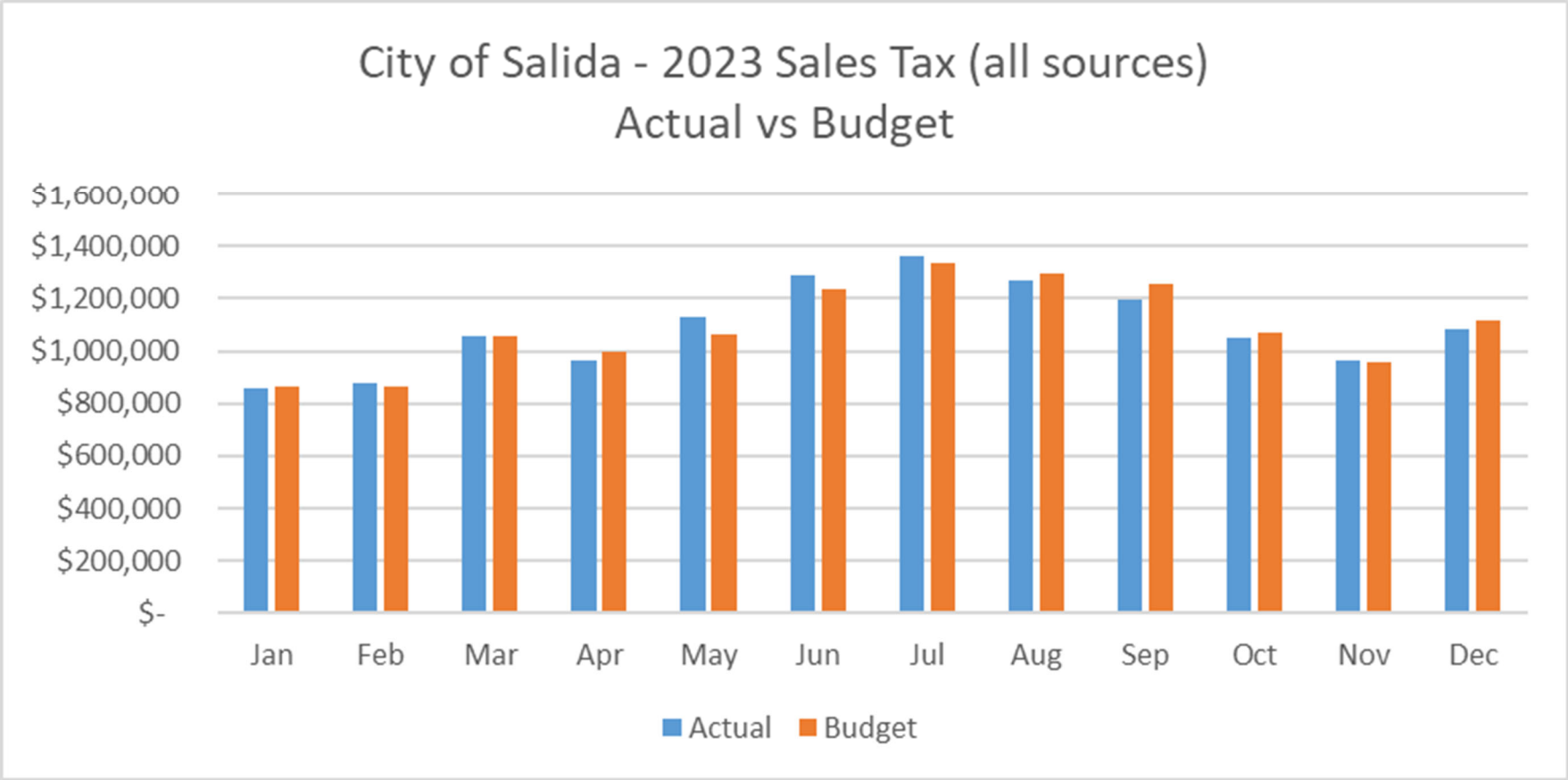
Year to Date

YTD 2023	YTD 2022	2023-2022 \$ Change	2023-2022 % Change
\$6,432,814	\$6,310,643	\$ 122,171	1.9%
\$1,755,587	\$ 1,737,503	\$ 18,084	1.0%
\$ 352,907	\$ 311,607	\$ 41,300	13.3%
\$ 198,944	\$ 292,527	\$ (93,583)	-32.0%
\$ 121,202	\$ 120,176	\$ 1,026	0.9%
\$ 93,885	\$ 97,982	\$ (4,097)	-4.2%
\$ 73,469	\$ 152,440	\$ (78,971)	-51.8%
\$ 480,686	\$ 490,870	\$ (10,185)	-2.1%
\$9,509,494	\$9,513,748	\$ (4,255)	0.0%

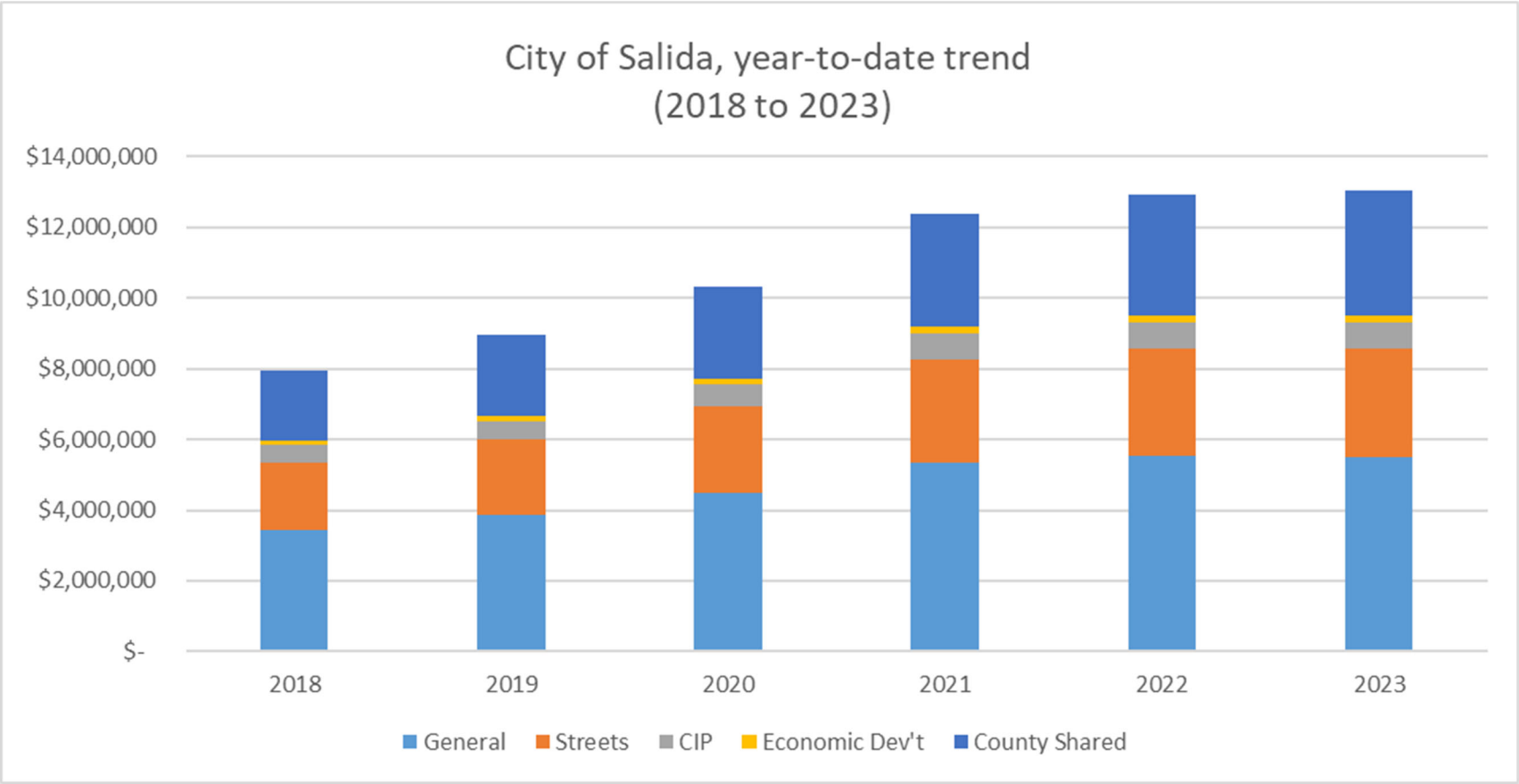
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
DECEMBER 2023



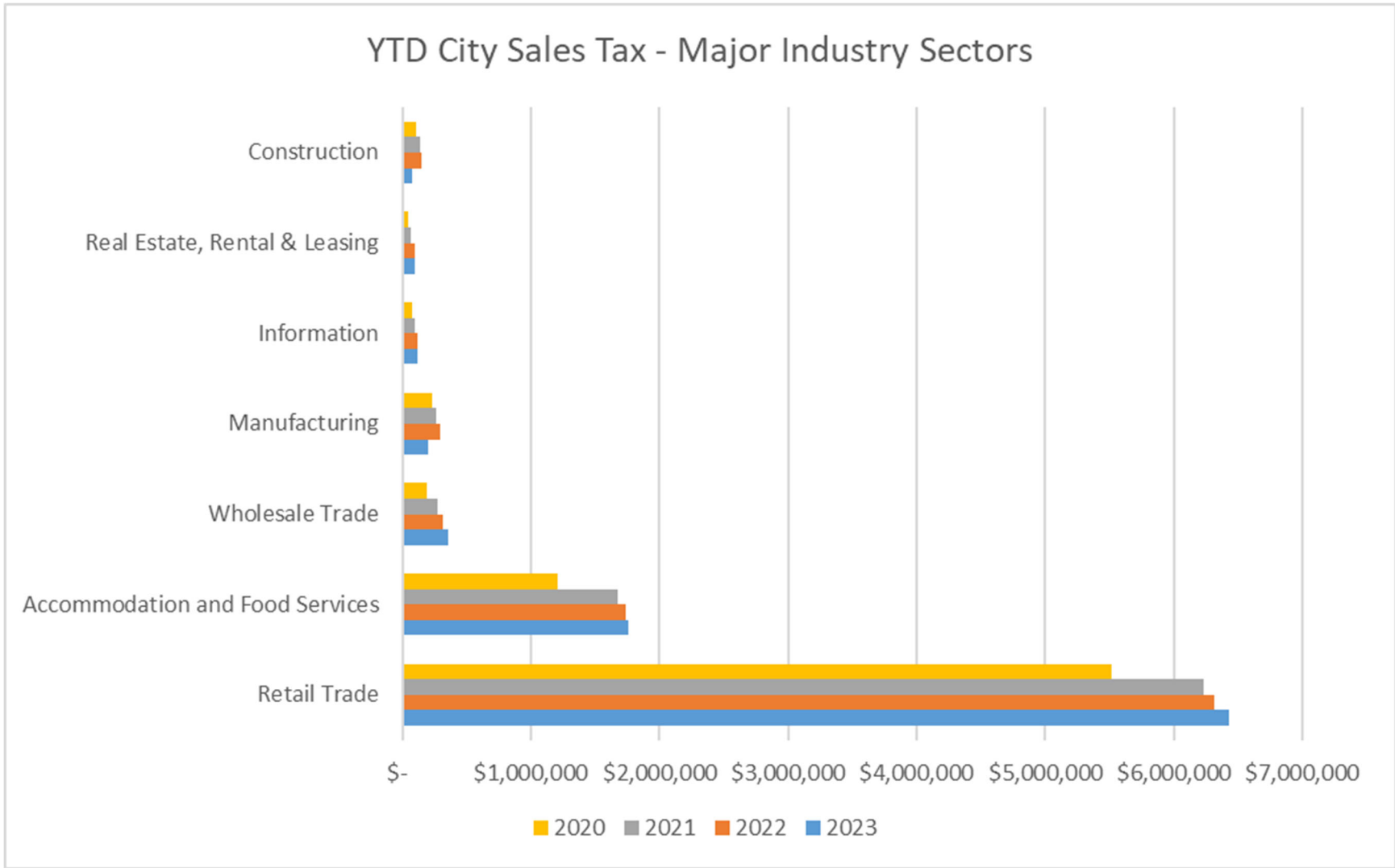
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
DECEMBER 2023



CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
DECEMBER 2023



CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
DECEMBER 2023





STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 20, 2024

Administration and Human Resources

- Posted and received applications for the City Clerk and Administrative Coordinator positions. Interviews for both positions will be held in February.
- Successfully hosted both the new Tree Board and Sustainability Committee meetings with new board members

Arts and Culture

- A special exhibit was hung in the Paquette Gallery featuring the works from local artist and SteamPlant employee, Ben Strawn. A special spoken word performance was organized by Arts & Culture Supervisor, Tina Gramann, that told the artist's story. The reception was held during the monthly Creative Mixer, which was attended by (50) people.
- The A&C department partnered with the Colorado Symphony to bring an octet of string musicians to the SteamPlant for a night of chamber music programming. The sold out event was attended by (200) people.
- The performance highlight of the month was from the annual partnership of the Rok Skool Snowfest Music Showcase. Five total bands of talented local youth played to a full house of (200) people.
- The SteamPlant and Scout Hut played host venues to many municipal, county, educational, business, and non-profit groups, including the City of Salida, Longfellow Parents Assoc., Chaffee County Economic Development Corporation, Central Colorado Humanists, Heart of the Rockies Wedding Assoc., United States Air Force, GARNA, St. Spyridon Orthodox Church, We Are Chaffee, Salida Chamber of Commerce, Colorado Mountain Club and Chaffee County Government. All total the LISTED events/meetings were attended throughout the month by (1,056).
- TOTAL GUESTS Attending (32) Events/Meetings for January = 2,948
 - Number of free arts and culture events/no admission = 4
 - Number of attendees at free events = 435
 - Number of events paying rental fees = 13
 - Number of entities using the facilities = 20

City Clerk

- Ran Court on February 9th, 2024 with a Court Docket of 55 cases
- Processed and issued a new Liquor License and two renewals

Community Development

- Building Permits: Thus far through 2/15/24, we have seen 27 total building permits, including 16 new residential units. At this time in 2023, we had seen 22 total building permits, inc. 7 new residential units. In 2022, we had seen 19 total building permits, inc. 4 new residential units. In 2021, we had seen 24 total building permits, inc. 9 new residential units.
- South Ark Neighborhood Master Plan and Phase I Infrastructure: Now that the PD modification/master plan has been approved, the focus is on amassing funding to implement design and development of the first phase of mainline infrastructure throughout the site (anticipated total of approximately \$7.1 million). We have applied for two main funding sources-- the More Housing Now Initiative Grant (ask is \$2 million), and the Strong Communities Grant (ask is \$3.1 million). We will be presenting our request to the DOLA funding team for the MHN grant later in February and expect to hear back on both grants by sometime in April. Right now, the hope is to receive at least a total of \$4 million in funding from the grants. We will continue to look at other funding opportunities to potentially supplement the partnership and grant funds, as needed.
- 1st and D Apartments Project: With public input from the October open house and additional staff and developer input, the architects and engineers for the project have developed a concept layout with two separate architectural



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 20, 2024

concepts for the site. These designs will be unveiled at the next open house slated for March 6th, from 6:00PM - 8:00PM, at the Scout Hut. A presentation will be given at 6:30PM. An online survey requesting input on the design is anticipated to be circulated following the meeting. They will also be utilizing the services of a local surveyor and geotech services in the coming weeks, so you may see folks doing some work on site to establish some more baseline data for the architects and engineers to use. We are still on schedule to have final designs by Spring/early summer 2024, with potential construction beginning at the end of 2024/beginning of 2025, provided affordable housing funds, grants, and potentially other loans can be compiled in the coming year.

- Land Use Code update: Staff is finishing up final review of Installment 3 of the Land Use Code update (development and design standards). This new installment is expected to be made public for review and feedback in the next couple of months prior to a consolidated draft code being created.
- Local Planning Capacity Grant: This would help fund a position to help with housing-related work and specifically to help meet the requirements of Proposition 123 commitments, in addition to the deluge of applications, permits, and inquiries that we now deal with on a daily basis. An application was submitted on Feb. 14 with notification due sometime in March.
- New Assistant Planner Position: Staff intends to recruit for a new Assistant Planner position to assist with land use applications, building permits, and public information regarding both. Should we receive the LPC grant mentioned above, this position will also serve to backfill some of the new housing-related duties of the existing Associate Planner position.
- Housing Fair: Staff is working with the Housing Authority (and others) to plan a Housing Fair for sometime this summer. The goal of such a "fair" is to gather names of individuals interested in any of the dozens of affordable housing units (rental and for-sale) that are anticipated to come online in the next year or so, plus to provide education regarding eligibility for such units. Many people/households may not know that they would actually qualify for one of these units—because they think they make too much money. With AMI's as high as they are (and market prices), that may not be the case—some households making over \$100,000 may even qualify for a deed-restricted unit. Date and location TBD.

Finance

- Year-end work and preparing for the annual financial audit of the City's financial records is well underway. "Closing the books" involves quite a bit of work ensuring that all revenues and expenses are properly recorded and in the proper period. As we are closer to identifying all final 2023 bills and receipts, we are confident that there will be no surprises and that actual 2023 results are well within budget goals for all funds.
- Council will receive an update on work that staff (Finance, Public Works and Planning) are doing with Ehler's, Inc. in regard to a rate study for our Water & Wastewater fees.
- Council will be asked to approve a change to the City's Purchasing Policy and will take necessary action in the close out process for a pass through CDBG grant related to the Salida Ridge project at their February 20 meeting.
- Sales tax data from the state has been worked in hopes of breaking the data down into remote and local revenue sources. The 40,000+ vendor records are inconsistent in how locations are presented within the data but staff is optimistically working through the problems and are getting to results that are deemed materially acceptable so further insights into this important revenue stream can be obtained.

Fire

- Salida Fire assisted Chaffee County Fire Protection District with a structure fire on CR 140.



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 20, 2024

- Staff members participated in Ice Rescue training on February 14th with Arkansas Headwaters Recreation Area staff.
- South Arkansas Fire Protection District will be completing a final check of their new Type 3 Engine the week of February 26. We should receive delivery shortly after this final inspection. (Type 3 fire engines are designed to fight fires in areas unreachable with municipal type fire engines. Type 3 engines are equipped with four-wheel drive, rugged suspension, and high wheel clearance for steep, off-road conditions.)
- The new fire stations' foundations should be completed by this week. Work on underground utilities and building drainage is being accomplished simultaneously. We should be going vertical with the structure on March 4th. Sand Oil interceptor and underground sewer and water are installed.



Parks and Recreation

- Aquatics
 - Hot Springs Pool (ledger code) sales increase 9.5% in 2024 over 2023
 - Interviewing for new P&R Representatives for the pool
 - Open positions: Lifeguards needed to increase guest capacity and reduce unplanned closures
 - Salida High School Girl's Swim Team season ended this week. Salida placed 21st at the state meet
 - Working on contracts for the Cyclone swim team and Longfellow swim lessons
 - Reservable Lap Lane study underway (PROST request due to public comment). Will present at 2/27/24 PROST meeting.
- Recreation
 - Recreation Program Revenue (ledger code) sales increase 43% in 2024 over 2023



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 20, 2024

- Recreation and Aquatics combined sales increase 14.6% in 2024 over 2023
- Added 11 to seasonal staff for winter/spring programming (basketball, volleyball.
- Dodgeball, paddling, wrestling, ski bus)
- Resource Guide shift from Winter/Spring to Spring/Summer. Working with Slate Communications
- Parks and Rec website content updates to include a summary of our offerings, brief descriptions, abbreviated details and links to registration/more information
- Youth Wrestling is in the second week of practices. Duels/Tournaments start next week.
- Adult Dodgeball League starts 02/21/2024
- Women's Volleyball League starts 03/05/2024
- Community Gardens are starting up in late March/early April
- Facilities
 - Dave and Bart went to an Aquatic Facility Operator course and passed the certification exam
 - Getting private utility locates for the Hot Water Main Replacement Project.
 - Working with Xcel and electrical engineer for proposed soaking pool pumproom.
 - Getting a quote for window coverings
 - Rebuilding a section of pipe for the amenities pump
 - Getting updated quotes for automated lock system for the Aquatic Center
 - Pool side grate repair
 - Getting the effluent meter calibrated
 - Performance Reviews
 - Getting Conscious Creations Handyman, LLC. On board for cleaning seven days a week
 - Pool vacuum repairs
 - Fibark Building flooring awarded to Josh Cooper.
 - Scout Hut Restroom tile awarded to 1st Street Flooring
 - FibArk Roof Sealing to be awarded to Troyers
 - Council Chambers furniture arriving the 22nd. Existing Pews to be recycled on the 21st
- Parks
 - Ryan Matthew is at Qualified Water Efficient Landscape course this week.
 - Riverside steps and landscaping retention completed behind climbing wall.
 - Prepping for landscape installation on Poncha Blvd.
 - New doors installed on Alpine Parks Restroom
 - First Street Flooring on 3rd got approved for the tile work in Scout Hut Restrooms
 - New portolet screen and pad going in at Riverside along with ADA portolets.
 - Staff wrapped up some upgrades to the Dog Park.

Police

- A lot of the time we are handling calls that require us to be the face of Salida. This gives us the chance to interact with people and show them how we conduct business. By going the extra mile on everything we do, the community and our guests get a higher level of service. Below is a recent email I received about a job well done.
 - Officer Brenna Osborn,
 - We drove from Omaha to Salida on February 9th. We went downtown for an evening meal at Amicas. After dinner we went to where I thought I had parked my car. Much to my surprise my car (Jeep Grand Cherokee? was not there. We then spent approximately an hour searching the side streets to no avail. We called the Police and Officer Brenna Osborn met us outside of Amicas. After taking all the pertinent information she helped us contact a taxi to return us to the Hampton



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
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Inn, and indicated she would initiate a grid search for the car. In a very short time, she notified us she had located the car and brought us to it. Needless to say we were much relieved to know it had not been stolen. I would like to emphasize that Officer Osborn was very professional and helpful in what was a very awkward situation for us. She handled the incident very well. Officer Brenna, Please forward this to your Chief as we were unable to do so. We commend you for your assistance. Also, we would like to make a contribution to a Salida Police Fund or Foundation if one is available. Sincerely, Dale Broekemeier

- Unfortunately, our call numbers are continuing to soar. We are not getting any assistance from the courts, and it is becoming a little frustrating. This problem is not unique to Salida. The majority of the communities in the State are facing the same challenges. We are trying to utilize some different tactics in the hopes that we can deter some of the criminal activity. I am also at a point where I need to add some additional staff to keep up. I will be brainstorming and looking at our needs over the next few months so we will have a plan as we get into the 2025 budget season. Just to give you an idea, our call volume has increased 98.10% since 2019. To start this year, we were significantly up in January and February has been just a busy if not more.
- On a high note, the change in the pay plan seems to be helping. Last year when we advertised an open position we had zero applicants over 4 months. This January we advertised our open positions and have had a fair number of people apply. We have a testing date set for next week. Fingers crossed that we are able to fill all our or most of the open positions.

Public Works

- Planning/Engineering/Construction
 - Planning and Construction
 - Streets
 - Oak Street Reconstruction and US-50 SRTS
 - CDOT working on final clearances.
 - Planned bid in spring.
 - CDOT scoping of 291-50 intersection complete with design to start in 2024 through 2025
 - Poncha Blvd
 - April start planned for Holman intersection.
 - Utilities
 - Rate Study – Comparing existing structure to Equivalent Res. Unit (ERU)
 - Ehlers to present to Council.
 - Poncha Trunk line: Design complete
 - Other CIP Items:
 - Caboose restoration in progress
 - Final stenciling and details remain.
 - Information placards and relocating to the site being planned
 - Multi-use office space addition underway. Final trim out complete
 - Operations
 - Streets
 - Assistance with MUF trim and doors
 - Prep equipment for K. Nelson service
 - Sign maintenance and replacements underway



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 20, 2024

- Planning downtown light enhancements, prep fencing for caboose move, assist with parking and fencing improvements along City golf course property along Poncha Blvd
- Utilities
 - Smart meter upgrades underway
 - SCADA communications upgrades are underway at both treatment facilities.
 - WTP staff working on piping repair with Moltz.

