



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
December 21, 2021 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

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/xAllQfSsrmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

- [1.](#) Civility Invocation

CONSENT AGENDA

- [2.](#) Approve Agenda
- [3.](#) Approve December 7, 2021 Minutes
- [4.](#) Approve a Special Event Permit - Salida Library
- [5.](#) Approval to Reduce Performance Guarantee Amount for the Cherry Grove Subdivision
- [6.](#) Authorize Mayor to Execute IGA's with CDOT for Local Agency Projects
- [7.](#) Approve Final Settlement for the 2021 Street Reconstruction Project
- [8.](#) Approve Final Settlement for the 2021 Sanitary Sewer CIPP Project
- [9.](#) Approve Final Settlement for the Barscreen Replacement Project

CITIZEN COMMENT—Three (3) Minute Time Limit

LIQUOR LICENSING AUTHORITY

- [10.](#) A Hearing to review a new Hotel and Restaurant Liquor License for Sherpa Cafe Salida, dba Sherpa Cafe for the for the City of Salida, 1110 East Highway 50, **PUBLIC HEARING**

UNFINISHED BUSINESS / ACTION ITEMS

- [11.](#) **Ordinance 2021-19** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY FROM THE CITY OF SALIDA, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY TO THE CITY OF SALIDA, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID CONVEYANCES **PUBLIC HEARING AND FINAL PASSAGE**

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.

- [12.](#) **Ordinance 2021-20** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO YEAR TERM COMMENCING JANUARY 1, 2022, AND RUNNING THROUGH DECEMBER 31, 2023, **PUBLIC HEARING AND FINAL PASSAGE**

NEW BUSINESS / ACTION ITEMS

- [13.](#) Boys and Girls Club Funding Request
- [14.](#) **Resolution 2021-43** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING AND APPROVING THE 2022 FEE SCHEDULES
- [15.](#) **Resolution 2021-44** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENT TO THE CHAFFEE HOUSING AUTHORITY PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Naccarato, Pappenfort, Pollock, Templeton

Mayor Report

Treasurer Report

[16.](#) Treasurer Report

Attorney Report

Staff Reports

[17.](#) December Staff Reports

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 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
December 07, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Alisa Pappenfort
Council Member Dominique Naccarato
Council Member Harald Kasper
Council Member Justin Critelli
Council Member Mike Pollock
Treasurer Merrell Bergin
Mayor Dan Shore

ABSENT

Council Member Jane Templeton

Civility Invocation

Appointment of Mayor Pro-Tem

Council Member Kasper moved to appoint Councilmember Critelli Mayor Pro Tem, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Kasper, Council Member Pollock, Council Member Naccarato

THE MOTION PASSED.

CONSENT AGENDA

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

Voting Yea: Council Member Pappenfort, Council Member Kasper, Council Member Critelli, Council Member Pollock, Council Member Naccarato

THE MOTION PASSED.

Approve Agenda

Approve November 16, 2021 Minutes

FIBArk – Salida Lease Agreement

Master Use Agreement with Chaffee County for SteamPlant Event Center and Scout Hut

Award Caboose Restoration Project

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.

CITIZEN COMMENT—Three (3) Minute Time Limit

Julie Mach spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

Resolution 2021-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

Council Member Critelli moved to approve the Resolution and set a Public Hearing for February 1, 2022, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Kasper, Council Member Critelli, Council Member Pollock, Council Member Naccarato

THE MOTION PASSED.

Ordinance 2021-19 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY FROM THE CITY OF SALIDA, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY TO THE CITY OF SALIDA, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID CONVEYANCES, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Critelli moved to approve the Ordinance and set a Public Hearing for December 21, 2021, Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Kasper, Council Member Critelli, Council Member Pollock, Council Member Naccarato.

THE MOTION PASSED.

Ordinance 2021-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO YEAR TERM COMMENCING JANUARY 1, 2022, AND RUNNING THROUGH DECEMBER 31, 2023, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Kasper moved to approve the Ordinance and set a Public Hearing for December 21, 2021, Seconded by Council Member Critelli.

Voting Yea: Council Member Pappenfort, Council Member Kasper, Council Member Critelli, Council Member Pollock, Council Member Naccarato.

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 6:39 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore

Application for a Special Events Permit

Departmental Use Only

Item 4.

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

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

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Southern Chaffee County Regional Library District	State Sales Tax Number (Required) 09804985
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 405 E Street Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Same as Mailing
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4. Authorized Representative of Qualifying Organization or Political Candidate Susan Matthews	Date of Birth [REDACTED]	Phone Number 7192391575
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager Susan Matthews	Date of Birth [REDACTED]	Phone Number 7192391575
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Event Manager Home Address (Street, City, State, ZIP) [REDACTED]	Email Address of Event Manager smatthews@salidalibrary.org
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	
January 8, 2022		4 p.m.	6 p.m.																	

Oath of Applicant

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

Signature <i>Susan Matthews</i>	Title Library Director	Date 11/16/2021
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Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

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



405 'E' Street • Salida, CO 81201
719-539-4826

Description of event for which we are applying for a special event permit:

We will be hosting an artist's reception on January 8, 2022 for a local artist who will be exhibiting her art around the Salida Regional Library. The reception will be in our larger meeting room, the Tolkien room. This event will last approximately 2 hours, 4-6pm.

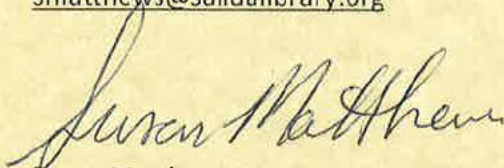
We are requesting a special permit to be able to have wine or beer at the event.

We understand we need to have someone serve it who has been trained by the county, is up to date on ID reading, appropriate amounts to pour per glass, etc. We have contacted a few people who have the proper qualifications.

As the Library Director, I have approved this application as a representative of the Southern Chaffee County Regional Library District (AKA Salida Regional Library).

Thank you for your consideration.

Please feel free to contact me with questions at 719-539-4826 or VIA email at smatthews@salidalibrary.org


Susan Matthews

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Southern Chaffee County Regional Library District

is a

Nonprofit Corporation

formed or registered on 10/04/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171754364 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/30/2021 that have been posted, and by documents delivered to this office electronically through 12/01/2021 @ 15:09:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/01/2021 @ 15:09:26 in accordance with applicable law. This certificate is assigned Confirmation Number 13621092 .



Jena Griswold

Secretary of State of the State of Colorado

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

"E" Street

entry way for Reception

walk way

Space is 16' x 30'

Lg meeting Rm

* Area where Reception, food + drink held.

entrance

tables

Entrance to bla

Bath room

mtg Rm

mtg Rm

Connecting vestibule

alley entrance

kids area (closed off)

Parking in alley

4th Street

new library old

* Artwork will be displayed throughout the library. Entry to reception area from new E Street Entrance. Room capacity 49.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE December 21, 2021
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ITEM

Approval to reduce Performance Guarantee amount for the Cherry Grove Subdivision.

BACKGROUND

On June 1, 2021 City Council approved the Subdivision Improvement Agreement for the Cherry Grove Subdivision. Paragraph 5.7 requires a financial guarantee for the public improvements that are required for the project in an amount of \$108,337.50, which includes the total estimated cost of completing the Required Improvements in the amount of \$86,670.00 plus 25%.

Paragraph 5.7.4 of the agreement states that “Upon the City Engineer’s inspection and written approval of all Required Improvements in accordance with paragraph 5.7, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all required improvements.”

Attached is a memo from Public Works Director David Lady stating work has been completed consistent with the plans and costs provided by the developer, Scott Street LLC. Staff estimates the partial release will be \$78,003.00 ($86,670 \times 90\% = 78,003$) leaving a remainder of \$30,334.50 for the remaining warranty period.

FISCAL NOTE

There are no budget implications with the approval.

STAFF RECOMMENDATION

Staff has identified that the request meets the requirements set forth in the Subdivision Improvement Agreement and recommends Council reduce the Performance Guarantee amount for the Cherry Grove Subdivision Project from \$108,337.50 to \$30,334.50.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.



November 24, 2021

RE: Cherry Grove Subdivision, Salida, Colorado
Letter of Substantial Completion of Public Water and Sanitary Sewer Improvements

To: Lee Hunnicutt, Scott Street, LLC

This letter provides notice to the developer that the public water and sanitary sewer improvements for Cherry Grove Subdivision are deemed substantially complete. The improvements consisted of water services to the meter pit and sanitary sewer main construction as identified in the Subdivision Improvement Agreement, dated June 25, 2021. Work has been inspected and approved. The 1-year warranty period for the public improvements associated with the project initiated on September 27, 2021.

Thanks,

A handwritten signature in black ink that reads "David Lady". The signature is written in a cursive, flowing style.

David Lady, P.E.
Director of Public Works
City of Salida



**BUILDING FUTURES
TOGETHER**

Irrevocable Standby Letter of Credit

Number: 1191
 Dated: April 29, 2021
 Amount: One Hundred and Eight Thousand Three Hundred and Thirty Seven and 50/100
 (\$108,337.50)
 To: City of Salida
 448 E First St. Suite 112
 Salida, CO 81201

To Whom It May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 1191 in favor of City of Salida (the "Beneficiary"), for the account of Scott Street, LLC ("Borrower"), whose address is 648 W Sackett Avenue, Salida, CO 81201 in an amount not to exceed One Hundred and Eight Thousand Three Hundred and Thirty Seven and 50/100 (\$108,337.50). The Stated Amount, as more fully described below, is effective immediately and expires on April 29, 2022, unless terminated earlier in accordance with the provisions hereof or unless extended by us.

We understand that Borrower is obligated to reimburse Beneficiary for certain expenses related to Borrower's performance under a Subdivision Improvement, including without limitation Borrower's construction and warranty of the Public Improvements described in the Subdivision Improvement. This Letter of Credit supports Borrower's obligations under the Subdivision Improvement, under which Beneficiary is the benefitted owner of such Public Improvements.

Beneficiary is hereby irrevocably authorized to draw on us in one or more draws, for the account of Borrower and in accordance with the terms and conditions hereof, an amount not to exceed the Stated Amount for each specific beneficiary. Upon payment of a drawing hereunder, the Stated Amount will be reduced automatically by the amount of such payment.

Funds under this Letter of Credit are only available to the Beneficiary against the Beneficiary's sight draft drawn on us, substantially in the form of attached Exhibit 1, marked on its face "Drawn Under High Country Bank Irrevocable Letter of Credit No. 1191, dated April 29, 2021. The amount payable to "Beneficiary" by the Irrevocable Standby Letter of Credit shall not exceed a total of One Hundred and Eight Thousand Three Hundred and Thirty Seven and 50/100 (\$108,337.50)" (each such sight draft, the "Draft").

Presentation of the Draft shall be made on a business day in person at our office located at 7360 W. Highway 50 Salida, CO 81201, or any other place that may be designated by us by written notice delivered to the Beneficiary. The "presentment date" will be the date on which we receive the Draft at such office or other designated location. If the Draft is presented to the Bank, funds will be made available within five business days of the presentation date. If requested by the Beneficiary, payment may be made by deposit of such funds into a designated bank account that the Beneficiary maintains. All payments under this Letter of Credit will be made with our own funds.

PO Box 309, 7360 West Hwy. 50, Salida, CO 81201 Phone (719) 539-2516 highcountrybank.net



Only the Beneficiary may make draws under this Letter of Credit, which is irrevocable and non-transferable.

This Irrevocable Letter of Credit shall terminate on April, 29 2022 or upon the expiration of the Warranty Period under the Subdivision Improvement, whichever is sooner. An extension to this line of credit shall be granted only with the written approval by both the Beneficiary and the Bank.

Funds are available to the Beneficiary upon your presentation of the following statement, reading precisely as follows:

"We hereby certify that Scott Street, LLC is in default under or with respect to those obligations set forth under that Subdivision Improvement dated June 1, 2021, as recorded by the Chaffee County Clerk at Reception No. 472072, by and between City of Salida and Scott Street, LLC, and that funds drawn hereunder will be used by us to settle the amounts owed to us. The amount due by Scott Street, LLC to City of Salida as of this date \$(amount owed)."

We hereby agree with you that Drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be honored by us upon presentation and delivery of the documents as specified hereby, if presented to this office, as set forth herein, or on or before the Expiration Date.

This Irrevocable Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce – Publication No. 600 (the "UCP600") and shall be governed by the laws of the State of Colorado with respect to subject matters not addressed by the UCP600. In the event of an action between the Beneficiary and the Bank regarding this letter of credit, both City of Salida and High Country Bank submit to the jurisdiction and venue of the Chaffee County District Court, State of Colorado. Both Parties agree to accept service of process in any such action, if service is made by registered or certified mail (return receipt requested) or courier service, postage or delivery fee prepaid, to the address of the Bank set forth above.

If any Expiration Date specified herein shall fall upon a day other than a regular business day of the Bank, the expiration date shall ipso facto be extended to the close of business on the next successive business day of the Bank.

Sincerely



Joe Smith
Vice President Commercial Loans
High Country Bank

PO Box 309, 7360 West Hwy. 50, Salida, CO 81201 Phone (719) 539-2516 highcountrybank.net

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 19
(Series 2021)**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT FOR THE CHERRY GROVE MAJOR SUBDIVISION.

WHEREAS, the property owners, Scott Street, LLC (“Developer”) are owners of the proposed Cherry Grove subdivision; and

WHEREAS, on March 02, 2021 the City Council approved Resolution No. 2021-05 for the Cherry Grove major subdivision which consists of seven (7) lots on the 1.2 acres (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Resolution 2021-05, the City and the Developer wish to enter into a Subdivision Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the subdivision public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvement and Inclusionary Housing Agreement with Developer for the Cherry Grove Major Subdivision; and

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

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

The Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Major Subdivision, annexed hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 1st day of June, 2021.



(SEAL)
ATTEST:

Emily Kelley

City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO

[Signature]

Mayor ~~PT Wood~~
Mayor Pro Tem Dan Short

EXHIBIT A

**SUBDIVISION IMPROVEMENT;
AND INCLUSIONARY HOUSING AGREEMENT
Cherry Grove Major Subdivision**

THIS SUBDIVISION IMPROVEMENT; AND INCLUSIONARY HOUSING AGREEMENT (the "Agreement") is made and entered into this 25th day of June, 2021, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Scott Street, LLC ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the "Cherry Grove Major Subdivision" consisting of 1.2 acres and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 On March 2, 2021 the City Council approved the Cherry Grove Major Subdivision consisting of the Property described herein by adoption of Resolution 2021-05; a condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code and further defines how the affordable housing requirements will be met.
- 1.3 Pursuant to Section 16-13-20 (g) of the Land Use Code residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a subdivision improvement agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.5 Pursuant to Section 16-2-60; 13-2-160 and 170; and 16-13-20 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements; and for meeting the inclusionary housing requirements as required by Ordinance 2018-14.
- 1.6 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1 **“Agreement”** means this Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Major Subdivision. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 **“City”** means the City of Salida, a Colorado statutory City.
- 2.3 **“City Administrator”** means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.4 **“City Code”** means the City of Salida Municipal Code.
- 2.5 **“City Council”** means the City Council of the City of Salida, Colorado.
- 2.6 **“Dedicated Lands”** means those lands the Developer will convey to the City for public use.
- 2.7 **“Developer”** means Scott Street LLC and its successor(s).
- 2.8 **“Development”** means all work on the Property required to transform the Property into the Cherry Grove Major Subdivision approved by the City by means of Resolution 2021-05. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb **“Develop”** may be used in place of the noun **“Development.”**
- 2.9 **“Drainage Plan”** means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.10 **“Effective Date”** means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.11 **“Force Majeure”** means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.12 **“Land Use Code”** means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.13 **“Native Vegetation”** means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 **“Noxious Weed”** takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).

- 2.15 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of completing said Required Improvements.
- 2.17 “Property” means the land that is known as the Cherry Grove major subdivision and described in **Exhibit B**.
- 2.18 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit C**.
- 2.19 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.20 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit D**.
- 2.21 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property as part of the subdivision approval and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 “Subdivision Plat” means the Cherry Grove Major Subdivision of the Property approved by Resolution No. 2021-05.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 **Contractual Relationship.** The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 **Binding Agreement.** This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. **Reservation.** To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; and major subdivision Resolution No. 2021-05 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the major subdivision by the City Council on March 2, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 **Other Applicable Laws and Regulations.** All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code; Cherry Grove Major Subdivision Resolution No. 2021-05 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 **Submittals to and Approvals by City Administrator.** Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

- 5.3 Required Improvements. Attached **Exhibit C**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City’s Public Works Manual and the City’s Standard Specifications for Construction (“Standard Specifications”), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer’s commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer’s designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.4 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City’s rules, regulations, requirements, and criteria, and with industry standards governing such construction.

- 5.5 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City’s observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.

- 5.6 City Engineer’s Written Approval of Required Improvements. At the Developer’s request, the City Engineer or the City Engineer’s designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer’s designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

- 5.7 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit C**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$86,670.00. Therefore, the Performance Guarantee must be in an amount equal to \$108,337.50.

- 5.7.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City’s written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of completing the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.
- 5.7.3 Upon completion of portions of the Required Improvements (“Completed Improvements”), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.7.4 Upon the City Engineer’s inspection and written approval of all Required Improvements in accordance with paragraph 5.7 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit C**.
- 5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 below, the Developer’s correction of all defects discovered during such periods, and the City’s final acceptance of the Public Improvements in accordance with paragraph 5.9 below, City Council shall authorize a full release of the Performance Guarantee.
- 5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City’s suspension of all activities, approvals, and permitting related to the Subdivision Plats.
- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:

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

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

- 5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.

- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

- 5.11 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City’s approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.7 above.

- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.

- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

- 5.14 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner’s association shall be responsible for the Other Required Improvements Warranty Period.

- 5.15 Drainage Improvements. As shown on **Exhibit C**, certain of the Required Improvements are drainage improvements.
 - 5.15.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a Drainage Plan according to generally accepted storm drainage practices.

 - 5.15.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the Drainage Plan before any certificate of occupancy will be issued for the Property.

 - 5.15.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

- 5.16 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

- 5.17 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations,

and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

5.18 Trash, Debris, and Erosion. During Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.19 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended (“Clean Water Act”); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

5.20.1 Developer’s reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other costs incurred by the City.

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

- 5.21.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City’s outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City’s invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions Section 11 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys’ fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

Section 6 – Construction Schedule

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

Section 7 – Inclusionary Housing

7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Cherry Grove Major Subdivision. Developer hereby specifically agrees to abide by the existing city ordinance regarding Inclusionary Housing, Article XIII, section 16-13 et. Seq. as amended.

7.1.1. The owner shall pay a fee-in-lieu for each principal residential unit constructed equal to the lessor of \$7.87 per habitable square feet or \$15,748 due at the time of building permit submittal.

7.1.2 The fee-in-lieu amounts shall remain at the above amount for five (5) years from the date of this Agreement. After the five (5) year period the fee-in-lieu shall be the amount that is in effect at the time of issuance of building permit for a principal residence.

Section 8 – Default by Developer and City’s Remedies

8.1 City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

8.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.

8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.

8.1.3 Suspension of all further activities, approvals, and permitting related to the Subdivision Plat.

8.1.4 A demand that the Performance Guarantee be paid or honored.

8.1.5 Any other remedy available in equity or at law.

8.2 Notice of Default. Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer’s receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.

8.3 Immediate Damages on Developer’s Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.

- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

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

- 9.2.3 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City’s then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.
- 9.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City’s outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 10 – Representations and Warranties

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

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

10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to Develop the Property as proposed in the Subdivision Plat.

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

Section 11– General Provisions

11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the Ordinances or resolutions adopting this Agreement.

11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement; and Inclusionary Housing Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.

11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

Notice to the Developer: Scott Street LLC
Attn: Lee Hunnicut
William Smith
PO Box 1351
Salida, CO 81201

11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer’s expense. The City shall ensure recordation of the Ingress and Egress Access Easement Agreement, encumbering Lots 2-7, with the Subdivision Plat, with the Clerk and Recorder of Chaffee County, Colorado, at the Developer’s expense. Should any term of this Agreement be severed in accordance with paragraph 11.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.

11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.

11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City’s immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.

- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

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

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

This page intentionally left blank. Signature pages follow.



CITY OF SALIDA, COLORADO

By:

[Handwritten Signature]

Mayor PT Wood

Mayor Pro Tem Dan Shore

ATTEST:

Erin Kelley

City Clerk/Deputy City Clerk

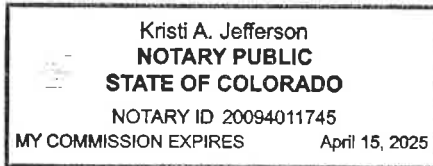
STATE OF COLORADO)
)ss
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 27th day of June 2021
by Dan Shore, as Mayor, ^{Pro Tem} and by Erin Kelley,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: April 15, 2025.

Kristi A. Jefferson

Notary Public



472072

Item 5.

472072 7/7/2021 10:10 AM
19 of 20 RESC R\$108.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

Scott Street, LLC

By:

Lee Hunnicutt
~~William Smith~~ LEE HUNNICUTT

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 25th day of June 2021 by
Lee Hunnicutt

WITNESS my hand and official seal. My Commission expires: April 15, 2025

Kristi A. Jefferson

Notary Public

Kristi A. Jefferson
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094011745
MY COMMISSION EXPIRES April 15, 2025

LEGAL DESCRIPTION

Item 5.

TRACT 1

The North Half (N $\frac{1}{2}$) of part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, more particularly described as:
thence North along the line between the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ Quarters of said SW $\frac{1}{4}$ of Section 4, 5 rods;
thence due East 16 rods;
thence due South 5 rods;
thence due West 16 rods to the place of beginning, being formerly known as the Nettle place.
ALSO commencing at the center of the SW $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East;
thence North along the line between the NW $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 14 rods, 1.5 feet;
thence North 15 rods;
thence due East 16 rods;
thence South 15 feet;
thence West 16 rods.

TRACT II

Part of the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County Colorado, described as follows:
Beginning at a point on the west line of the said S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ from whence the southwest corner of the said S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ bears South 132.5 feet;
thence North 100 feet;
thence East 264 feet;
thence South 100 feet;
thence West 264 feet to the point of beginning.

AND BOTH OF THE ABOVE NAMED TRACTS ARE MORE ACCURATELY AND IN MORE CONTEMPORARY TERMS DESCRIBED AS FOLLOWS:

A tract of land located within the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

Commencing at a point on the north side of Chaffee County Road No. 105 from whence the southeast corner (brass Cap) of Section 4 bears South 69°56' East 4117.5 feet, and also from whence the highway right-of-way marker (brass cap) as Station 2304+26 of the centerline survey of U. S. Highway No. 50 bears North 89°35' West 217.9 feet;
thence North 00°23' West along the west boundary of a road known as Scott Street a distance of 129.17 feet;
thence continuing North 00°23' West along the said west boundary of Scott Street 197.53 feet;
thence South 89° 18' East 51.91 feet to a point on the east boundary of said Scott Street, said point being the point of beginning of the tract herein described;
thence continuing South 89°18' East 262.3 feet;
thence South 0° 52' West 197.5 feet to the northeast corner of that certain parcel of land as described in Book 502 at Page 186 of the Records of Chaffee County, Colorado;
thence North 89° 18' West along the north boundary of said parcel as described in said book and page and a projection Westerly thereof a distance of 262.3 feet to the east boundary of Scott Street;
thence North 0°52' East along the easterly boundary of Scott Street, a distance of 197.5 feet to the point of beginning.

472072

472072 7/7/2021 10:10 AM
20 of 20 RESC R\$108.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

CHERRY GROVE SUBDIVISION INGRESS AND EGRESS ACCESS EASEMENT AGREEMENT

THIS Ingress and Egress Easement Agreement (“Agreement”) is established and granted as of June 25, 2021, by and between **Scott Street, LLC** (“Owner” and “Grantor”), a Colorado Limited Liability Corporation, whose legal address is 825 Scott Street, Salida Colorado, 81201; and the **City of Salida** (“Grantee”), a Colorado Statutory City, whose legal address is 448 E. First Street, Salida, Colorado, 81201.

WHEREAS, Owner is the owner of certain adjoining lots of real property located in the City of Salida; and

WHEREAS, The Owner and Grantor desires to grant a private access easement over, across and within the easement areas to create a mutual ingress and egress to the properties (Lots 2-7) from Scott Street, a City of Salida public right-of-way, with a shared driveway and associated improvements (“Easement”); and

WHEREAS, the Owner desires that responsibility for and maintenance of the shared access, and driveway be shared equally among the lots benefited by it; and

WHEREAS, City of Salida Resolution 2021-05, dated March 2, 2021, Approving the Subdivision Plat for the Cherry Grove Major Subdivision, states that Owner is required to submit, for recordation with the subdivision plat, and updated access easement agreement.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions more fully set forth below, the Owner and Grantor hereby conveys to Grantee, its successors and assigns, the ingress and egress access easement described below:

1. Description of Property.

Scott Street LLC is the owner, in fee simple, of those certain lots of real property located in the city of Salida, more particularly described as:

Lots 2-7 of the Cherry Grove subdivision of the City of Salida, Chaffee County, Colorado.

As described in the Plat dated July 1, 2021 and recorded on July 7, 2021 in the offices of the clerk and recorder of Chaffee County Colorado at Reception No. 472073;

2. **Description of the Relationship of the Property.** Lots 2-7 of the Cherry Grove Subdivision, the properties subject to this Easement Agreement, are adjacent to each other. The easement is across the properties of, and for the use of the lot owners of Lots 2-7 of the Cherry Grove Subdivision.

3. **Grant of Easement** Owner and Grantor, by this Agreement, hereby grants, sells and conveys a perpetual access easement in, through, over across and under that property described in **Exhibit A** (the "Easement Area"), for ingress and egress to the property(ies) located at Lots 2-7 of the Cherry Grove Subdivision, subject to the terms and conditions set forth herein.

4. **Purpose of Easement.** The purpose of this easement is for a right of shared access to the properties from Scott Street, a City of Salida public right-of-way, for ingress and egress, pedestrian or vehicular, to each lot across a mutual driveway that is located on all properties located at Lots 2-7 of the Cherry Grove Subdivision. The use shall be residential in purpose and limited to lot owners, their agents, invitees, licensees, servants, contractors, mortgagees, tenants and tenants' invitees, servants, licensees, contractors and agents (all of which persons are hereafter called "Permittees").

5. **Limitation on the Use of the Easement Property.** No owner shall construct or place any structure, building, or other surface improvements, whether temporary or permanent, or plant or locate any trees or shrubs on the Easement Property. Any such improvement, trees, or shrubs now or hereafter located on the Easement Property may be removed by other lot owners without liability. All parties agree that this easement does not grant rights to the general public and no beneficiary hereunder has the right to unilaterally grant rights hereunder to the general public.

6. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Agreement and the Easement are intended to be solely for the benefit of the lot owners and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.

7. **Indemnity.** Owners subject this Easement Agreement shall indemnify, defend, and hold harmless the other owners of Lots 2-7 of the Cherry Grove Subdivision, and the Grantee from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property ("Claims") against Grantees or the other owners of Lots 2-7 of the Cherry Grove Subdivision by any third party arising from or related to the use of the Easement Property.

8. **Location of the Easement.** The Easement Area is shown and described in **Exhibit A**, which is attached and incorporated herein.

9. **Cost of Installation and Maintenance.** The cost of building and maintaining improvements on the easement area shall be borne equally by the owner of each of Lots

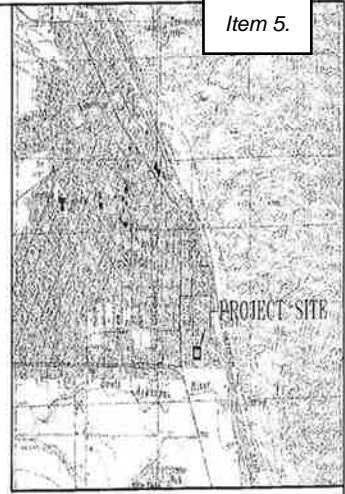
2-7. If any lot owner fails to participate in the costs of the maintenance required under this Agreement, any and all pro rata costs allocated shall be enforceable as a mechanic's lien under Colorado law.

- 10. Perpetual Easement.** The Easement provided for herein shall be a perpetual one appurtenant to and running with the land.
- 11. Recording; Successors and Assigns.** This Easement shall be recorded with the Clerk and Recorder for Chaffee County with the subdivision plat; shall run with the land of Lots 2-7 of the Cherry Grove subdivision of the City of Salida, Chaffee County, Colorado; and shall obligate, be binding upon and shall inure to the benefit of the Owner and parties hereto and upon their successors, grantees, personal representatives, heirs, and assigns subject to the covenants and restrictions herein. Any successor, grantee, personal representative, heir or assignee of the Owner, or any subsequent owner of the Property shall be bound hereby, and this document shall have been recorded and, except as otherwise provided herein, serve as a non-dischargeable covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement for the benefit of the City of Salida and neighboring properties.
- 12. Enforcement.** This obligation may be enforced as provided by Colorado law by any property owner subject to the terms of this Easement Agreement.
- 13. Governing Law.** The Laws of the State of Colorado shall govern this agreement.
- 14. Severability.** In the event that any provision of this agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision will be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this agreement shall continue in full force and affect.
- 15. Attorney's Fees, and Costs.** In the event of any action filed in relation to this agreement the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 16. Amendment.** This Agreement shall only be terminated, modified or amended by a written agreement signed by all of the lot owners.

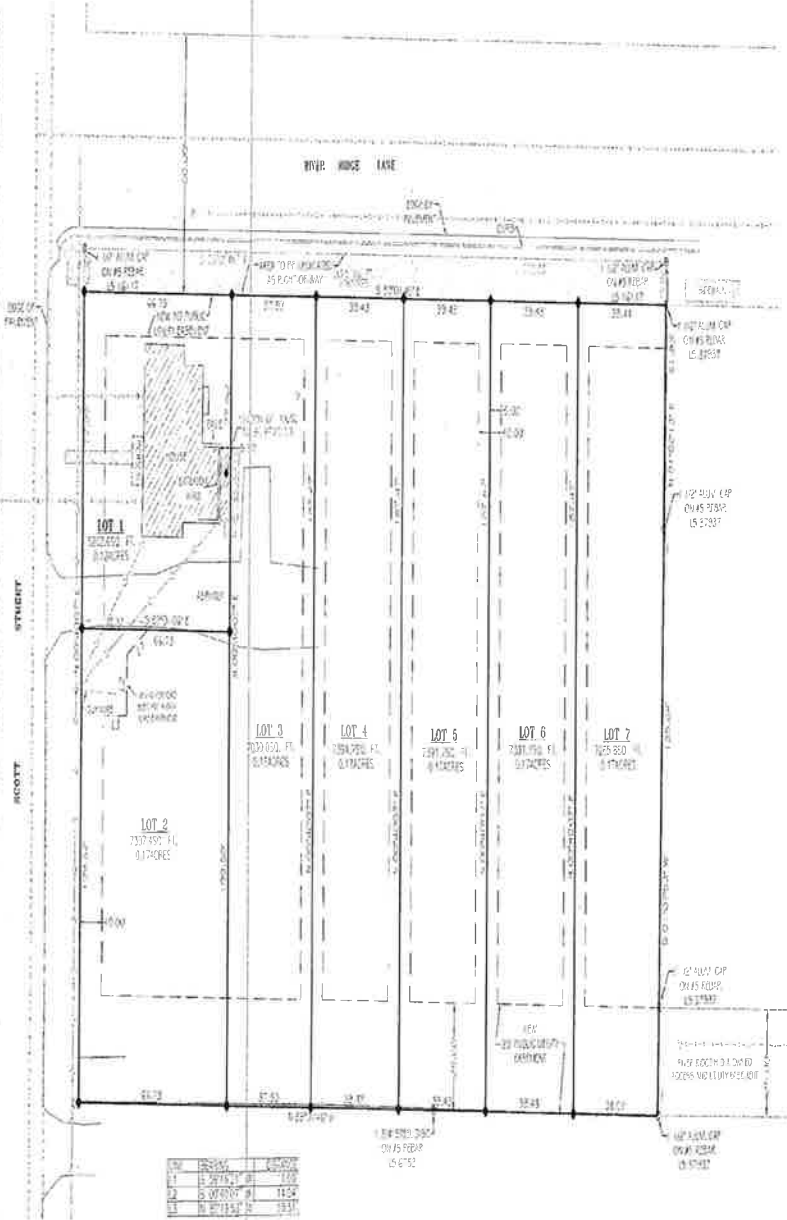
IN WITNESS WHEREOF, the parties set their hands to be effective as of the day first above written.

CHERRY GROVE MAJOR SUBDIVISION

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER
OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW
MEXICO PRINCIPAL MERIDIAN,
CITY OF SALIDA,
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE



LEGEND

- POINTS INDICATED AS NOTED
- SEE 1/2" ALUMINUM CAP 1/2" STREET
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- GAS METER
- POWER POLE
- SEWER MANHOLE
- WELL
- FENCE
- CONCRETE UTILITY
- UNDERGROUND FIBER
- UNDERGROUND GAS LINE
- UNDERGROUND WATER LINE
- CONCRETE

LAND SURVEYOR'S CERTIFICATE

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



472073

PL 221310-004 Lori A Mitchell
J.L.C. 81330-000 Chaffee County Clerk

472074

472074 7/7/2021 10:10 AM
6 of 6 AGR R\$38.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

REVISED	CHERRY GROVE MAJOR SUBDIVISION LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO
SAL 569B	
JOB # 20005	LANDMARK SURVEYING
DATE: JUNE 25, 2021	
SHEET 2 OF 2	- 40 -

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

ESTIMATE

DATE	ESTIMATE #
11/24/2020	20-88

NAME / ADDRESS
BILL SMITH P.O. BOX 1351 SALIDA, CO. 81201

PROJECT
CHERRY GROVE

DESCRIPTION	QTY	RATE	Total
CHERRY GROVE- ESTIMATE BASED OFF OF PLANS FROM WALKER ENGINEERING DATED 1-28-2021.			
1. DEMOLITION-INCLUDES DEMO OF 2 GARAGES, CHICKEN COOP AND FENCES. (PRIVATE)	1	9,554.00	9,554.00
ANY AND ALL DUMP FEES ARE NOT INCLUDED IN THIS PRICE AND WILL BE BILLED AT ACTUAL COST.			
2. WATER SERVICES-3 DOUBLES, 1 SINGLE (PUBLIC)	1	23,400.00	23,400.00
3. SEWER MAIN AND MANHOLE. (PUBLIC \$23,550.00) SEWER SERVICE LIINE (PRIVATE \$11,350.00)	1	34,900.00	34,900.00
4. CONCRETE-SIDEWALK, 10" CURB AND CURB PATCHES. (PUBLIC)	1	31,680.00	31,680.00
5. DRAINAGE SYSTEM-BIOSWALE (PRIVATE)	1	10,100.00	10,100.00
6. SITE WORK (PRIVATE)	1	9,500.00	9,500.00
7. EROSION CONTROL-INSPECTIONS AND PERMITTING. (PRIVATE)	1	5,000.00	5,000.00
8. CONSTRUCTION SURVEYING (PRIVATE)	1	4,000.00	4,000.00

TOTAL

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

ESTIMATE

DATE	ESTIMATE #
11/24/2020	20-88

NAME / ADDRESS
BILL SMITH P.O. BOX 1351 SALIDA, CO. 81201

PROJECT
CHERRY GROVE

DESCRIPTION	QTY	RATE	Total
9. ASPHALT PATCHING-PATCH FROM EXISTING TO CENTERLINE OF STREET. PATCHING FOR WATER LINES. (PUBLIC)	1	8,040.00	8,040.00
10. STUMP REMOVAL-REMOVE 3 LARGE STUMPS AND DISPOSE OF PROPERLY. (PRIVATE)	1	4,370.00	4,370.00
**ALL PRICES ARE SUBJECT TO CHANGE WITHIN 5 DAYS IF THIS ESTIMATE HAS NOT BEEN APPROVED AS PIPE PRICE INCREASES ARE GOING UP DAILY **			
	0.00	*	
	23,400.00	+	
	23,550.00	+	
	31,680.00	+	
	8,040.00	+	
	86,670.00	*	

IF PROPOSAL IS ACCEPTED, PLEASE SIGN AND RETURN. A SIGNATURE IS REQUIRED BEFORE WORK CAN BEGIN.

TOTAL	\$140,544.00
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CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	December 21, 2021

ITEM

Consent Agenda

Council Action: Authorize Mayor to Execute IGA's with CDOT for Local Agency Projects

BACKGROUND

The City of Salida has been actively involved with planning and fund procurement for multi-modal and streetscape improvements to Oak St. (SH-291), US-50, and other key areas for improvement. These planning efforts have been instrumental in supporting four separate grant awards for the following projects:

- Streetscape improvements along Oak St. from B. Street to US-50
- RRFB Pedestrian Crossings of US-50 at two locations
- Sidewalks along US-50 from Holman to Milk Run Trail (Walmart)
- G Street Intersection at US-50 and 16th Street Improvements
- Sidewalks along Holman Avenue from US-50 to the Spur Trail
- US-50 Gateway Median West of CR110
- Sidewalk along the Styker Trail
- Installation of Two Bus Shelters

An intergovernmental agreement (IGA) between the City of Salida and the Colorado Department of Transportation (CDOT) is necessary for grant funding to pass through CDOT to the City. Two IGA's are drafted as some of the work was federally funded and other work including Oak Street improvements are state funded. The work is intended to be designed and constructed as two separate projects. Design work is scheduled for 2022 and construction in 2023.

FISCAL NOTE

Total fiscal obligation to the City will be based on bidding results. Work associated with the construction phase of the project will be budgeted in 2023.

- 1) CDOT #24848 – Revitalizing Main Streets (Oak Street)
 - a. State Funds - \$2,000,000
 - b. Local Agency Matching Funds - \$352,941 (minimum)
- 2) CDOT #24525 – Safe Routes to School (and remaining scope items)
 - a. Federal Funds - \$785,858
 - b. State Funds – 488,4000
 - c. Local Agency Matching Funds - \$297,564 (minimum)



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE December 21, 2021
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STAFF RECOMMENDATION

Authorize Mayor to Execute IGA's with CDOT for Local Agency Projects including:

- 1) CDOT #24848 – Revitalizing Main Streets (Oak Street)
- 2) CDOT #24525 – Safe Routes to School (remaining scope items)

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE December 21, 2021
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ITEM

Consent Agenda

Council Action: Approve Final Settlement for the 2021 Street Reconstruction Project

Project No: 2021-01

BACKGROUND

The 2021 Street Reconstruction Project included roadway improvements at various locations including: Poncha Boulevard from I Street to Crestone Avenue, Crestone Avenue at the M Street intersection, B Street from 1st Street to Park Avenue, and I Street from Sackett Avenue to 1st Street. Water improvements were completed as part of the B Street and I Street work. Additional landscaping improvements are planned and currently underway along the Poncha Boulevard improvements within the public park spaces.

FISCAL NOTE

City Council awarded a Construction Contract to Y&K Excavating, Inc. on February 2, 2021 for the 2021 Street Reconstruction Project with a total project budget of \$1,367,621.84. The final project construction cost was \$1,345,601.34. The 10% retainage in the amount of \$134,560.13 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 7th and 10th, 2021.

Y&K Excavating, Inc provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Y&K Excavating, Inc. in the amount of \$134,560.13 for the 2021 Street Reconstruction Project.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE December 21, 2021
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ITEM

Consent Agenda

Council Action: Approve Final Settlement for the 2021 Sanitary Sewer CIPP Project

Project No: 2021-006B

BACKGROUND

Cured-In-Place Pipe (CIPP) is a common rehabilitation practice for wastewater collection systems that allows for point repairs to be completed without excavation. A liner is pulled into a pipe, expanded, and cured to form a structural interior surface at broken pipes, infiltration locations, or other defects. This method is cost effective and limits disruption to citizens. It is often a preferred method in the industry depending on the overall pipe condition and line size. This work was performed at various locations where defective pipe with infiltration was identified.

FISCAL NOTE

City Council awarded a Construction Contract to Insituform Technologies, Inc on February 16, 2021 for the 2021 Sanitary Sewer CIPP Project The initial scope of work was completed. A change order to provide additional CIPP lining was approved by Council on September 7, 2021. Insituform completed the work at the competitively bid unit prices. The final project construction cost associated with the change order was \$259,207.00. The 5% retainage in the amount of \$12,960.35 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 14th and 17th, 2021.

Insituform Technologies, Inc. provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Insituform Technologies, Inc. in the amount of \$12,960.35 for the 2021 Sanitary Sewer CIPP Project.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a voice vote.



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE December 21, 2021
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ITEM

Consent Agenda

Council Action: Approve Final Settlement for the Barscreen Replacement Project

Project No: 2020-010

BACKGROUND

The City of Salida Wastewater Treatment Plant utilizes many different types of automated equipment as part of the treatment process. The bar screen is a critical piece of equipment at the headworks that protects much of the downstream infrastructure and equipment.

The current bar screen did not get replaced when the treatment plant had a significant reconstruction in 2013. The equipment has had several failures during the past couple of years, parts are becoming obsolete, and it is nearing the end of its useful life. The bar screen replacement will ensure continued reliable service of the headworks portion of the WWTP.

FISCAL NOTE

City Council awarded a Construction Contract to Barnard Structures, Inc. on February 16, 2021 for the Barscreen Replacement Project with a total project budget of \$185,776.00. The final project construction cost was \$157,776.00. The 5% retainage in the amount of \$7,888.80 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 3rd and 7th, 2021.

Barnard Structures, Inc provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Barnard Structures, Inc. in the amount of \$7,888.80 for the Barscreen Replacement Project.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”



CITY COUNCIL ACTION FORM

DEPARTMENT City Clerk	PRESENTED BY Erin Kelley - City Clerk	DATE December 21, 2021
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ITEM

New Hotel and Restaurant Liquor License for Sherpa Cafe Salida LLC dba Sherpa Cafe, 1110 E Highway 50.

BACKGROUND

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on November 4, 2021. The Notice of Public Hearing was published on November 9, 2021 in the Mountain Mail and the premises was posted on December 1, 2021.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for Sherpa Cafe, conditional upon inspection by both the police and fire departments upon receipt of a Certificate of Occupancy for the structure.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Hotel and Restaurant Liquor License for Neema Sherpa, Sherpa Cafe Salida LLC dba Sherpa Cafe at 1110 E Highway 50, conditional upon an inspection of the premises by police and fire personnel upon receipt of Certificate of Occupancy for the structure” followed by a second and roll call vote.

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>Sherpa Cafe Salida LLC</u>			FEIN Number [REDACTED]
2a. Trade Name of Establishment (DBA) <u>Sherpa Cafe</u>		State Sales Tax Number	Business telephone
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>1110 E Hwy 50</u>			
City <u>Salida</u>	County <u>Salida-Salida</u>	State <u>CO</u>	ZIP Code <u>81201</u>
4. Mailing Address (Number and Street) <u>211 Scott St</u>		City or Town <u>Salida</u>	State <u>CO</u> ZIP Code <u>81201</u>
5. Email Address <u>neemasherpa81@gmail.com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License
Present Expiration Date			
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
<input type="checkbox"/> Application Fee for New License.....\$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1750.00 <input type="checkbox"/> Application Fee for Transfer.....\$1550.00		<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00	
Section B			
Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R.....\$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00		<input type="checkbox"/> Master File Location Fee\$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$500.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(b) Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/>				
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/>				
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/>				
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>				
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/>				
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input checked="" type="checkbox"/>				
13b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/>				
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/>				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> <input type="checkbox"/>				
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Julie Kimbrough</i>	Tenant <i>Sherpa Cafe Salida LLC</i>	Expires <i>12/31/2021</i>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/>				
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input checked="" type="checkbox"/>				
If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/>				
(c) How long has the club been incorporated? _____				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input checked="" type="checkbox"/>				
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input checked="" type="checkbox"/>				

Name	Type of License	Account Number																														
<p>21. Campus Liquor Complex applicants answer the following:</p> <p>(a) Is the applicant an institution of higher education? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(b) Is the applicant a person who contracts with the institution of higher education to provide food services? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</p>																																
<p>22. For all on-premises applicants.</p> <p><input checked="" type="checkbox"/> a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.</p> <p>b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.</p>																																
Last Name of Manager		First Name of Manager																														
<p>23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes <input type="checkbox"/> No <input type="checkbox"/> <i>NA</i></p>																																
<p>24. Related Facility - Campus Liquor Complex applicants answer the following: <i>NA</i></p> <p>a. Is the related facility located within the boundaries of the Campus Liquor Complex? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.</p> <p>b. Designated Manager for Related Facility- Campus Liquor Complex</p>																																
Last Name of Manager		First Name of Manager																														
<p>25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide an explanation and include copies of any payment agreements.</p>																																
<p>26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Home Address, City & State</th> <th style="width:10%;">DOB</th> <th style="width:15%;">Position</th> <th style="width:15%;">%Owned</th> </tr> </thead> <tbody> <tr> <td><i>Remba G. Sterpa</i></td> <td><i>312</i></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Home Address, City & State	DOB	Position	%Owned	<i>Remba G. Sterpa</i>	<i>312</i>																							
Name	Home Address, City & State	DOB	Position	%Owned																												
<i>Remba G. Sterpa</i>	<i>312</i>																															
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.</p>																																

MS

Name	Type of License	Account Number	
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>Neema L. Sherpa</i>	Printed Name and Title <i>Neema L. Sherpa, Owner</i>	Date <i>10/27/21</i>	
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
<input type="checkbox"/> Date of inspection or anticipated date <i>after CO granted</i> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No	
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>	
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>	
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Sherpa Cafe Salida LLC

is a

Limited Liability Company

formed or registered on 09/10/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211836832 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/09/2021 that have been posted, and by documents delivered to this office electronically through 09/10/2021 @ 13:21:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/10/2021 @ 13:21:32 in accordance with applicable law. This certificate is assigned Confirmation Number 13431713 .



Jena Griswold

Secretary of State of the State of Colorado

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



11/4/21

Liquor Enforcement Division
PO Box 17087
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Restaurant and Hotel CITY License for Sherpa Café Salida dba Sherpa Cafe with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,

Erin Kelley
City Clerk
City of Salida
clerk@cityofsalida.com
719.530.2630



448 East 1st Street, Suite 112
SALIDA, CO 81201

PHONE 719-539-4555
FAX 719-539-5271

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, Sherpa Café Salida LLC dba Sherpa Cafe, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 1110 E Highway 50, Salida, CO 81201.

A hearing on the application received November 4, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, December 21, 2021, remotely through the GoToWebinar application via the following direct link:
<https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on December 21, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY

Erin Kelley
Erin Kelley, City Clerk

Premises Posted: December 9, 2021
Publish in Mountain Mail: November 9, 2021

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR
OF COLORADO**

Item 10.

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LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted: December 9, 2021
Published in The Mountain Mail November 9, 2021



NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO
Shepa Cafe Salida, Inc. Shepa Cafe
100 E Highway 50
Salida, CO 81201
HAS REQUESTED THE LICENSING
OFFICIALS OF City of Salida
TO approve a new and 1st liquor license
LICENSE AT: 100 E Highway 50
HEARING ON APPLICATION TO BE HELD AT:
TIME AND DATE: 12/21/21, 10:00am
DATE OF APPLICATION: December 14, 2021
BY ORDER OF: City of Salida
OFFICERS: Diana Watson

This lease is made to be effective the 22nd day of October, 2021, between KCK Ventures, Inc, a Colorado corporation, of 820 F Street, Salida, CO 81201, (herein "Lessor" or "KCK Ventures"), and Sherpa Cafe, LLC, a Colorado company, of 323 E Tomichi Ave, Gunnison, CO 81230, (herein "Lessee"), as follows:

Recitals

WHEREAS, Lessor is the owner of the developed property located at 1110 E. Highway 50, Salida, CO, 81201 (herein referred to as the "Premises"; and ;

WHEREAS, Lessee desires to lease the Premises for the purposes of operating and maintaining a restaurant as described herein; and

WHEREAS, the parties desire to enter into a Lease Agreement defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use, until such time as the completion of the sale of the Premises from KCK Ventures, Inc to Sherpa Café, LLC "the Sale" is completed or both parties terminate this agreement if the sale will not be completed;

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants and agreements by the parties set forth below, the parties agree as follows:

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee for Lessee's exclusive use of the Premises located at 1110 E. Highway 50, Salida, CO 81201.
2. PURPOSE AND USE: Lessee shall use the demised Premises for the purpose of conducting a restaurant. Lessee shall not use the Premises for any other purpose without prior written consent of Lessor, which consent may be withheld at the sole discretion of the Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operating its business in a manner constituting a nuisance of any kind. The provisions of this Section 2 are material provisions of this Lease, and failure to comply with these provisions shall be a default under this Lease.
3. TERM AND RENEWAL. The initial term of this lease shall commence October 22, 2021 and shall continue until December 31, 2021. The Lease shall be renewable for up to three additional months only upon written agreement by the parties. At time of each renewal, the terms of the agreement shall be reviewed and any adjustments made including review of the rents payed and any adjustments made at that time, including any inflationary adjustments in rents. If the sale of the Premises is completed prior to December 31, 2021, the term of this lease agreement ends on the closing date of the sale of the Premises.
4. RENTAL. Installments of rent shall be payable in advance and without notice at the office of the Lessor at 820 F Street, Salida, CO 81201, or at such other place as the Lessor from time to time designates in writing. Lessee shall pay rent to Lessor in monthly installments of the 1st day of each month as follows:
 - A. Tenant will pay [REDACTED] commencing on November 1, 2021 and continuing through December 31, 2021.
 - B. If the sale of the Premises is not completed by December 31, 2021, the rent shall increase to [REDACTED] per month commencing January 1, 2022 for up to three additional months.

5. **LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Lessee. As set forth in Section 20A, Lessee shall be in default if the Lessee fails to pay monthly rent within ten (10) days of its due date. Item 10.
6. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor upon execution of this Lease, the sum of [REDACTED] as security for the performance of the Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease if the sale of the Premises is not completed. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the lease term if: (a) all obligations of Lessee have been performed, and (b) the Premises are not damaged, normal wear and tear excepted, and (c) the Premises are thoroughly and professionally cleaned. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. The Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to the Lessee for the balance.
7. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**
- a. Until such time as the ownership of the Premises transfers via the sale to the Lessee, the Lessee shall not make any structural, electrical, or plumbing alterations, additions, or improvements in or to the demised Premises, including any significant cosmetic changes to the exterior of the building, without a written proposal of such changes first being approved by the Lessor in writing. Said written proposal shall contain Lessee's promise to pay the full cost of the improvements and shall delineate Lessee's need and the material composition. If asked, the Lessee shall provide Lessor the names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the alteration, addition, or improvement of the Premises, as soon as those persons are known. Lessee shall give notice to the aforementioned persons that Lessor's interest shall not be subject to any liens arising from any improvements, repairs, or alterations provided at the request of the Lessee. For any work not performed directly by the Lessee, Lessee shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Lessor with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Lessee or Lessee's contractors or subcontractors.
 - b. Upon execution of this Lease, the Lessee may make cosmetic changes to the interior of the Premises that do not have a structural or mechanical impact, bring in any necessary equipment and materials to begin conducting business, enter into any agreements necessary to conduct business using the address of the Premises, and conduct business as a restaurant as outlined in this Lease agreement without any additional written authorization from the Lessor.
 - c. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by the Lessee at any time following Lessee's taking of possession, Lessee shall, within thirty (30) days after demand by Lessor, cause said lien to be released.
 - d. Any approved alterations thereafter shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or any part thereof.
 - e. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinances, codes, and regulations.
 - f. Subject to the requirements and restrictions set forth in the foregoing paragraphs a. through d. of this Section 7, Lessor shall not unreasonably withhold its approval of alterations, additions, or improvements to the demised Premises which might from time to time be requested by Lessee.

- g. Upon approval of any alterations, Lessor and Lessee may also agree in writing as to whether an alternation or improvement shall be deemed a fixture which shall remain with the Premises upon termination or shall be deemed to be the personal property of Lessee 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. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of the Lessor as set forth in Section 8 herein. Lessee shall also provide a list of all the equipment and fixtures within 60 days of the execution of this Lease and annually thereafter.

- 8. **FIXTURES.** Any alterations made in the building located on the Premises (the "Building") by Lessee and any equipment or fixtures built into the Premises by Lessee shall upon termination of this Lease become the sole property of the Lessor, unless otherwise agreed in writing by the parties. The following equipment, which are the personal property of the Lessor, will remain on the Premises and may be used by the Lessee. They must be maintained in good working order by the Lessee and returned at the end of the Lease term in good working order, normal wear and tear excepted. If the sale of the Premises is completed and the Lessee becomes the sole owner of the Premises, ownership of these items is transferred to the Buyer and the items do not need to be returned to the Lessor.

 - a. 5 large metal storage shelving units (in freezer and walk in coolers)

- 9. **LESSEE'S MAINTENANCE AND OBLIGATIONS.** Lessee covenants to maintain, repair, replace, and keep all exterior signage, all glass, all doors and windows, lighting fixtures and HVAC systems, as well as the interior of the Premises, and all improvements, fixtures and personal property therein, including, but not limited to, all doors, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent that it applies to Lessee's occupying the Premises; and to contract for the same in Lessee's own name. All maintenance and repairs by Lessee shall be done promptly, in a good workmanlike fashion, without diminishing the original quality of the Premises.

 - a. Lessee shall also be responsible for the repair of damages if any damage or defect was caused by the negligence of Lessee or Lessee's employees, agents, contractors, customers, clients, and other invitees, or if the damage or defect is caused by or otherwise due to work performed by the Lessee or Lessee's agents or contractors.
 - b. Lessee will be solely responsible for keeping the exterior of the Premises free from all litter, dirt, debris and obstructions; and shall keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated. Trash removal is the responsibility of the Lessee, at the Lessee's sole expense. Any ongoing landscaping services are also the responsibility of the Lessee. Lessee, at the Lessee's sole expense, shall also be responsible for janitorial services in and around the premises.
 - c. Lessee will be solely responsible for snow removal on the Premises as required by the ordinances of the city and county in which the property is situate. This maintenance includes parking areas, entrances, and the sidewalks in the public right-of-way.
 - d. Lessee shall return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as the beginning of this Lease and in good working order subject to normal wear and tear.
 - e. Lessee's principals and managers shall be available by cell phone with voice messaging. A chain of command for emergencies shall be established by Lessor.

f. Lessee shall clean and maintain all grease traps, all fixtures and trade fixtures including but not to heaters, swamp coolers, with major cleaning and maintenance to be on a schedule determined by Lessor and Lessee within 60 days of the execution of this Lease and reviewed not less than annually. All kitchen and prep areas shall be maintained in accordance with all applicable regulations and shall be kept in a normal state of cleanliness.

10. LESSOR'S MAINTENANCE OBLIGATIONS. Lessor covenants and agrees to maintain, repair, replace and keep the exterior walls, roof, and foundation of the Premises, (excluding glass, signage, doors, and lighting), in good, safe, and sanitary conditions order and repair in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction and to pay all costs and expenses in connection therewith. Further, if any repair, replacement, or restoration is necessitated by any act or omission of Lessee, or any of Lessee's officers, employees, agents, guests, or invitees, all costs and expenses incurred by Lessor in connection therewith shall be payable by Lessee immediately upon written request therefor by Lessor. Except as provided in Section 20F, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of the Lessor, by reason or inconvenience, annoyance, or injury to, or interruption of business, arising from Lessor, Lessee or others making repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. UTILITIES. Until such time as the sale of the Premises is completed, the Lessee shall pay to the Lessor actual charges incurred for electric, water, sewer, and gas. Lessor will provide copies of the bills received to the Lessee and payment to the Lessor is due within 10 days of receipt. All applications and connections for telephone, internet, trash, and other services to the Premises shall be made in the name of the Lessee only. From the date the Lessee takes possession of the Premises until this Lease is terminated, Lessee shall be solely responsible for the payment of the services above including any deposits and charges for facilities and services as such deposits and charges become due and owing. Failure to pay any of the charges, when that failure to pay results in potential damage to the Premises or Building , including, but not limited to, water, sewer, gas, electricity, and trash removal shall be construed as a default under this Lease agreement.

At such time as the sale of the Premises is completed, the Lessor will close their accounts with the utility companies and the Lessee will become solely responsible for all utilities from that day forward. The Lessee/Buyer will remain responsible for the payment of any utility bills received by the Lessor up to the date that the sale of the Premises is completed even if the invoice is received after the sale is completed.

12. SIGNS. Lessee shall at no time build, construct, erect, remove, attach, or hang signs in the absence of Lessor's prior written consent, which will not be unreasonably withheld. All permitted signs must be erected and maintained in accordance with the provisions of applicable federal, state, and local laws, rules, and regulations.

13. PARKING. Lessee shall be entitled to exclusive use of the parking areas on the Premises. Such parking areas shall be for the exclusive use of the Lessee and its agents, guests, and invitees.

14. OTHER COVENANTS OF LESSEE.

- a. Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.
- b. No Waste or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.
- c. No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises

which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

- d. **No Unsightliness.** Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, used restaurant equipment, or waste shall be kept, stored, or allowed to accumulate on the Premises except as may be enclosed within the Premises, with the exception of the temporary storage of any construction waste accumulated during remodeling; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.
- e. **Environmental Compliance and Indemnity.** Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state, and local environmental laws, regulations, executive orders, ordinances, and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S 25-15-101 et seq and not to cause, suffer or permit any damage or impairment to the health, safety, or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal, or local law, regulation, or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up related activities and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Section 15 e. Lessor shall have the right to defend itself in any action, suit or proceeding commenced against Lessor as a result of Lessee's violation of our failure to comply with the provisions of this Section 15 e., with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consulting fees, and other costs in connection therewith incurred by Lessor. The provisions of this Section 15 e shall survive the expiration or termination of this Lease.
- f. **No Security Interest.** Lessee agrees and warrants that no security interest will or may be granted with respect to any fixture physically attached to the Premises at any time during the term hereof.
15. **CONDITION OF THE PREMISES.** The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in satisfactory condition when possession of the same was taken. Lessee shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.
16. **ACCESS AND QUIET ENJOYMENT.** Lessor warrants that Lessee shall have peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided for herein, and otherwise fully and punctually performs the terms and conditions hereof.

17. RESERVATIONS AND INSPECTION BY LESSOR. Lessor or its agents shall have the right at any time to enter Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof.

18. LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.

- a. Except as otherwise provided herein, Lessee shall be in exclusive control and possession of the Premises from the date this Lease is executed until it is terminated. Lessor shall not be liable for an injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of the Lessee. Lessor shall not be liable to Lessee for any entry on the Premises for inspection or repair purposes.
- b. To the fullest extent permitted by applicable law, Lessee shall hold harmless and indemnify Lessor 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 Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the negligence of Lessor, (3) Lessee'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 Lessee or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Lessee.
- c. Lessee shall insure all building materials, supplies, personal property, furnishings, equipment, inventory and records that it uses or stores on the Premises at any time following the execution hereof against fire and other hazards.
- d. Lessee shall obtain and maintain insurance against liability for bodily injury and property damage, with policy limits in an amount of not less than [REDACTED] for death, illness, or injury to one or more persons, and [REDACTED] for property damage, in respect of each occurrence. Lessee shall provide Lessor with certificates evidencing such insurance coverage before performing any work within the Premises. Any default or breach of the insurance requirements of this Lease shall be deemed and immediate default described in Section 20 herein.
- e. In the event the Premises shall be damaged by fire or other casualty during the term of the tenancy, in a manner rendering all or part of the Premises unusable for the intended purpose under this Lease, the parties shall be entitled to exercise the following options:
 - i. Lessor may repair the Premises at its own expense. Lessor shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was maintained by Lessee, Lessor shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.
 - ii. Lessee may repair the Premises at its own expense. Lessee shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises.
 - iii. If neither party elects to repair the damaged portions of the Premises, by giving written notice to its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within 180 days following the date when the Premises were damaged, Lessee or Lessor shall be entitled to declare this Lease null and void.
- f. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Lessee, or its employees, agents, customers, clients, or invitees, Lessee shall be entitled to an abatement of Lessee's obligation to pay rent hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

19. **DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease

Lessee:

- a. If Lessee fails to pay Lessor such monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 5.
- b. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of ten (10) days after notice thereof is given by Lessor to Lessee.
- c. If Lessee vacates or abandons the Premises, or if the Lessee fails to notify the Lessor of any extended closure.
- d. If this Lease or the estate of the Lessee hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.
- e. Lessee shall be in default in the event any lien is placed on the business of Lessee, Lessee's assets of any kind, on the Premises, Lessor's real or personal property, whether voluntarily by Lessee or by any creditor, taxing authority, or any party whatsoever.
- f. In the event of any default hereunder, as set forth above, the rights of the Lessee shall be as follows:
 - i. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than three (3) days notice of the cancellation and termination in accordance with Colorado law and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Lessee, without prejudice to any claim for rent or for the breach of covenants hereof.
 - ii. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of the Lessor to take any action as may be otherwise permissible hereunder in the case of default.

20. **LIEN.** The Lessor shall have at all times a valid lien for all sums of rent due hereunder from the Lessee upon all of the personal property of the Lessee situated in the Premises, and said property shall not be removed therefrom without the consent of the Lessor until all arrearages in rent shall have first been paid and discharged.

21. **REMEDIES CUMULATIVE.** No reference to nor exercise of any specific right or remedy by Lessor shall prejudice or preclude Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor may from time to time exercise any one or more of such remedies independently or in combination.

22. **ATTORNEY FEES.** In the event there is controversy or dispute regarding this Agreement and/or any related documents and the parties are unable to settle the controversy or dispute through mediation or otherwise, the prevailing party in any administrative or legal action shall be entitled to recover from the breaching party all reasonable attorney's fees actually incurred, together with costs, including mediation fees. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel and bring to action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

23. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to the Lessor, including all buildings, additions, keys and security codes, and improvements constructed and placed thereon by Lessee, except Lessee's personal property, all in good condition and repair. Any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date, and if Lessor shall so elect, shall be deemed abandoned

and become the property of Lessor without payment or offset therefor. Lessor may at its option remove personal property from the Premises and store it at the risk and expense of the Lessee. Lessee shall repair and restore all damage to the Premises caused by the removal of equipment and other personal property or be liable for the costs incurred in such repair and restoration. Lessee shall deliver the Premises back to the Lessor in substantially the same condition as exists on the date of the execution of this Lease, normal wear and tear excepted.

If the sale of the Premises is completed and all terms of the sale agreement of the Contract to Buy and Sell Real Estate dated 07/21/2021 between the Lessor and Lessee are completed, the Lessee becomes the owner of the Premises and takes full possession of the Premises per those terms upon closing of the sale. Other than the terms outlined in section 11 for the payment of additional Utilities up to the date of sale and the return of the security deposit outlined in Section 6, this Lease agreement would be terminated effective the date of sale and no further obligations are required by Lessor or Lessee against this agreement.

- 24. **HOLDING OVER.** It is mutually agreed that if, after the expiration of this Lease, the Lessee shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1st day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 25 shall be construed to alter or impair any of Lessor's rights of re-entry or eviction or constitute a waiver thereof. This holding over period shall not extend longer than three (3) months past the end of the original lease agreement, plus any extensions. By that period, the Lessee and Lessor must agree to a new Lease Agreement or the Lessee must vacate the premises.
- 25. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign or sublease any interest in the Premises without prior written consent of Lessor. Lessee and all guarantors shall remain responsible for the lease payments under any approved sublease agreement. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Lessor first having been obtained. The sale of [REDACTED] in the corporate entity of Lessee shall be considered an assignment under this Section 26. This type of assignment will require review between the Lessee and the Lessor and any new corporate owning members will be required to sign an addendum to this lease agreement acknowledging that they are now responsible for the terms and conditions of this lease agreement.
- 26. **LESSOR'S ASSIGNMENT.** Lessor may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Lessor from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Lessee shall thereafter look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be effected by any such assignment, and Lessee shall attorn to Lessor's successor in interest thereunder.
- 27. **SUCCESSORS.** Subject to the restrictions in Section 26 above, the covenants and agreements contained in the Lease shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.
- 28. **CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all rights to any such payments.
- 29. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** It is further agreed between the parties hereto that if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Lessee, whether under the operation of the state or the federal statutes, then and in any such case, the Lessor may at its option immediately, with or without notice, terminate this Lease and immediately

retake possession of the Premises without the same working any forfeiture of the obligations of the Lessee hereunder. Item 10.

30. **WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee, or acceptance by Lessor, of a lesser amount than due shall be treated only as a payment on account.
31. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event of any of them shall be held to be invalid by any competent court, this contract shall be interpreted as though such invalid agreements or covenants are not contained herein.
32. **NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the United States Mail, certified or registered, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or other electronic delivery with verified receipt, or may be hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.
33. **MEMORANDUM OF LEASE.** Lessee agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S, or similar laws.
34. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Lease.
35. **ESTOPPEL.** Lessee shall, at any time and from time to time, upon not less than ten (10) days prior notice from Lessor, execute, acknowledge, or deliver a written statement ratifying this Lease and certifying any information concerning Lessee's lease and occupancy of the Premises reasonably required by Lessor.
36. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with venue in Chaffee County, Colorado.
37. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile signatures shall be equally as binding as original signatures.
38. **ENTIRE AGREEMENT.** With the exception of the Contract to Buy and Sell Real Estate dated 07/21/2021 between the Lessor and Lessee, this Lease sets forth all the covenants, provisions, agreements, conditions, and understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

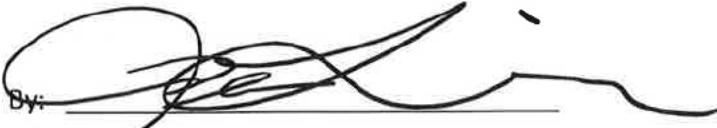
Signature Page to follow:

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

Item 10.

LESSOR:

KCK Ventures, Inc., a Colorado corporation:

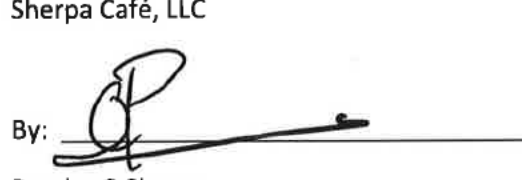
By: 

Julie Kimbrough

Its: President

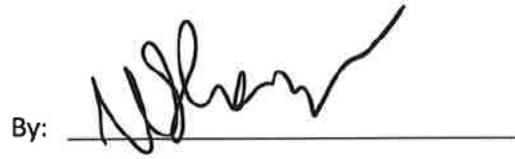
LESSEE:

Sherpa Café, LLC

By: 

Pemba G Sherpa

Its: Member

By: 

Neema Sherpa

Its: Member

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Sherpa Cafe Salida LLC

The principal office street address is 1110 E Hwy 50
Salida CO 81201
US

The principal office mailing address is 1110 E Hwy 50
Salida CO 81201
US

The name of the registered agent is Neema L Sherpa

The registered agent's street address is 312 E Tomichi Ave
Gunnison CO 81230
US

The registered agent's mailing address is



The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Neema L Sherpa



Pemba G Sherpa



Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Dennis D Schock



CERTIFICATION OF AUTHORITY

Sherpa Café Salida LLC is managed by its members. The names and addresses of each of its current members as of September 10, 2021, are listed below. Each of these persons has managerial authority of the LLC and is empowered to transact business on its behalf.

Name of Member:

Address

Pemba G. Sherpa




Neema L. Sherpa

Further, each of the above members is specifically authorized to transact the following business on behalf of Sherpa Café Salida LLC:


Any and all LLC business

Date: September 10, 2021

Sherpa Café Salida LLC

by: 

Pemba G. Sherpa, Member

by: 

Neema L. Sherpa, Member

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 9/10/21

Name: Sherpa Cafe Salida LLC

Address: 1110 E Rainbow Blvd\n\nSalida, Colorado
81201-2914

Sales Tax Account Number:

Sales Tax Filing Frequency:

Wage Withholding Account Number:

Wage Withholding Filing Frequency:



Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

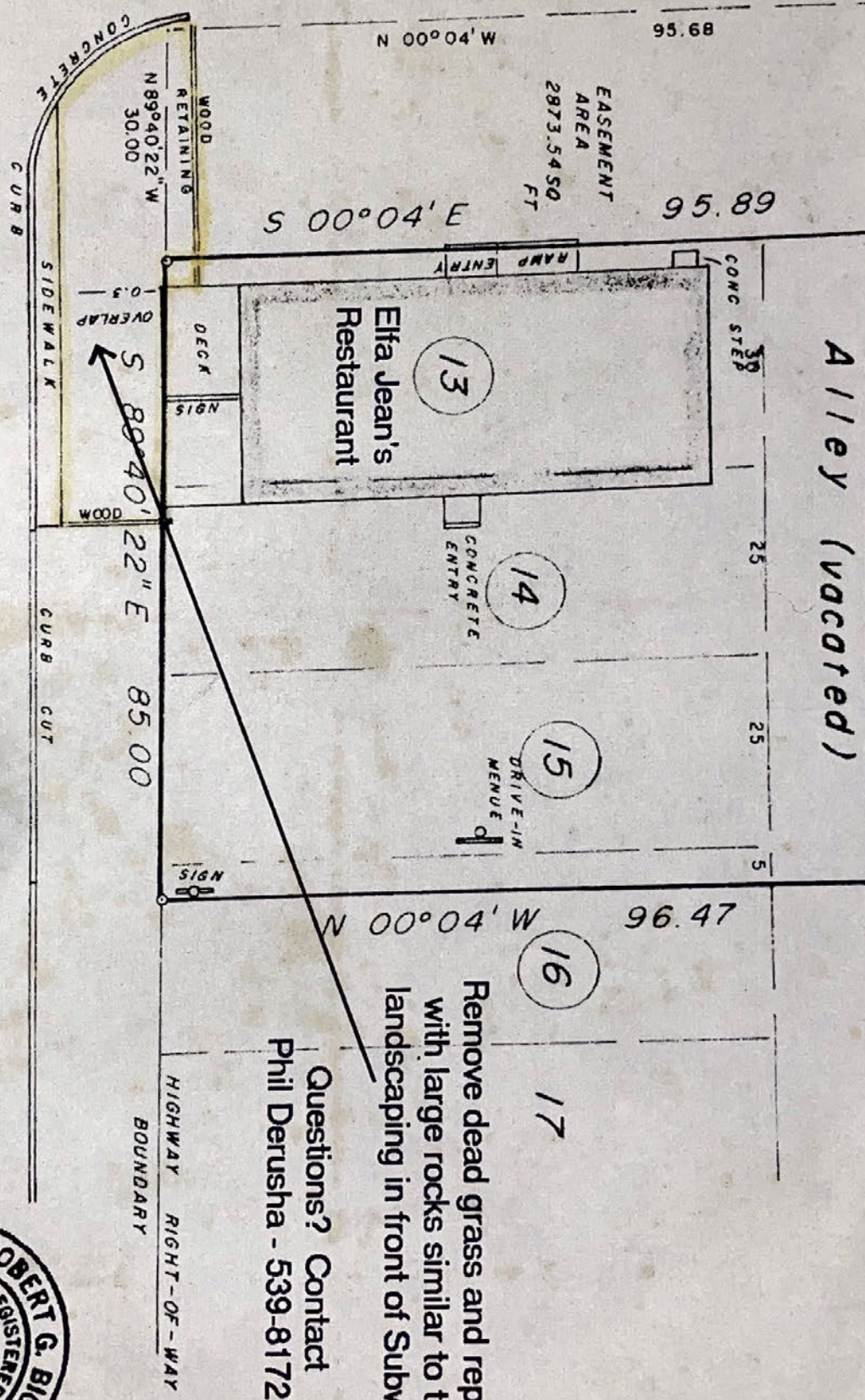
Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

BIGLOW-LAND SURVEYORS
P. O. Box 531 Salida, Colorado 81201
719.538.6120

27. FEB. 1991

Placed Dead End by Ed. 188A.
U. S. HIGHWAY NO. 50

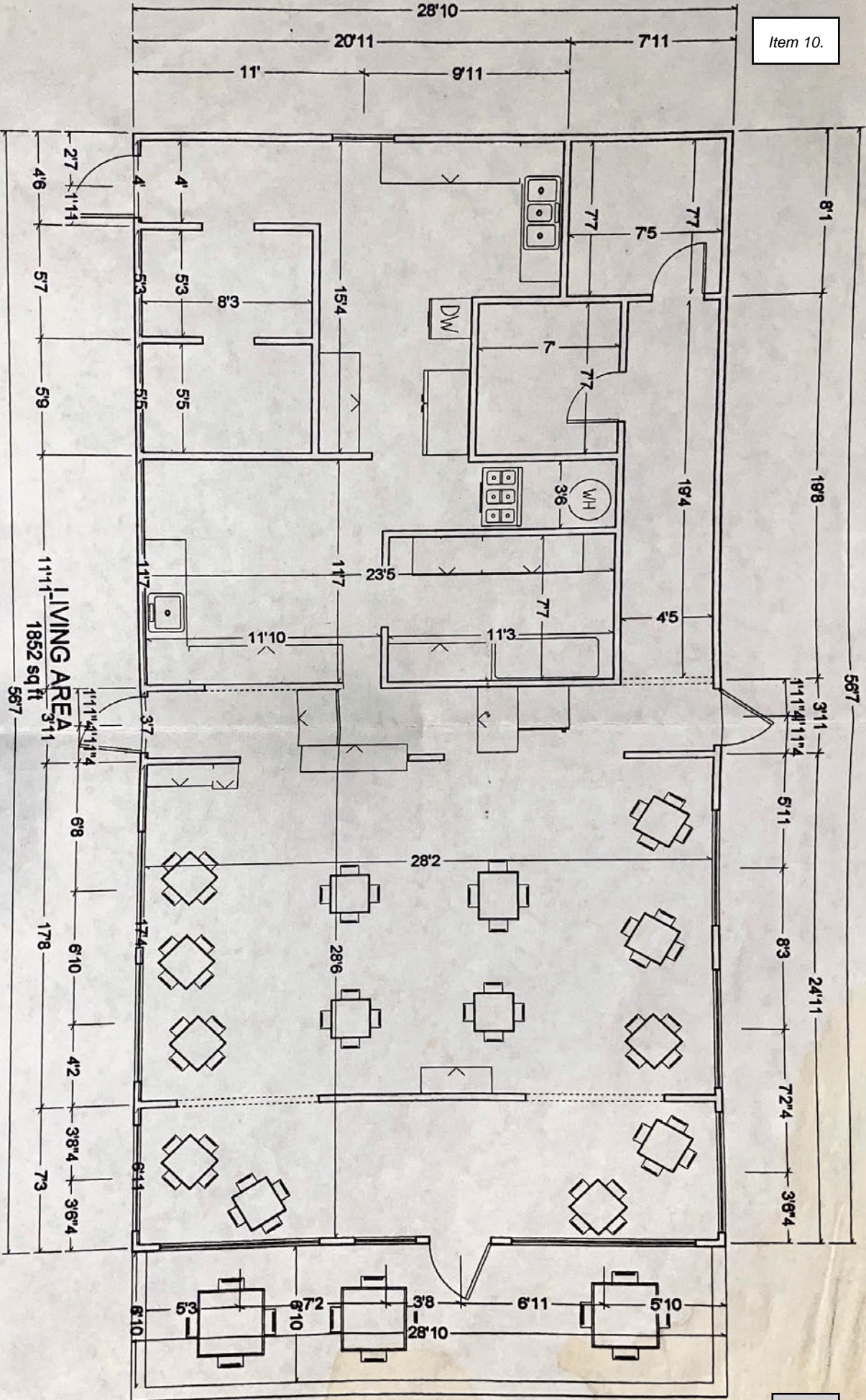


Remove dead grass and replace with large rocks similar to the landscaping in front of Subway!

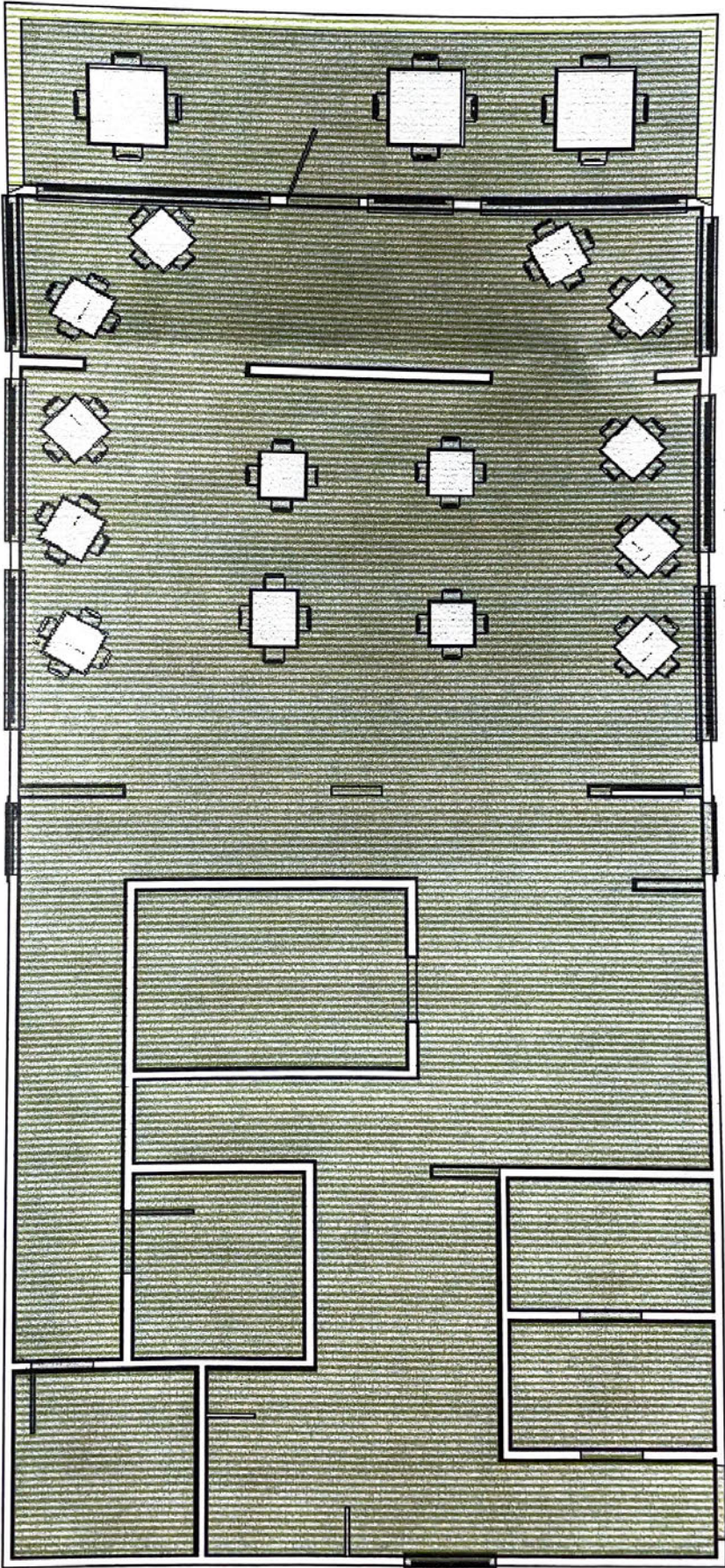
Questions? Contact Phil Derusha - 539-81721



Item 10.



8/30/94 Mark Leatherson future



Date: _____

Name of Establishment: EHFA JEAN'S Phone: 719-3 Item 10. 84

Address of Establishment: 1110 E US HWY 50 FAX: _____

Name of Operator (owner): EHFA JEAN WOMACK TURNER Phone: 719-539-9515

Address of Operator (owner): 7407 CR 141 SALIDA, CO 81201 FAX: _____

Name of Local Contact: EHFA TURNER Phone: _____ FAX: _____

Name of Contractor: Energy Efficient Electric Phone: _____ FAX: _____

Address of Contractor: _____

Name of Architect: _____ Phone: _____ FAX: _____

Address of Architect: _____

Date Construction will begin: _____ Date of Planned Opening: NOV. 17, 1999

New Establishment: _____ Remodel:

Type of Establishment (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Full Service | <input checked="" type="checkbox"/> Coffee Shop |
| <input type="checkbox"/> Bar | <input type="checkbox"/> Market (Grocery) |
| <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Fish Market |
| <input type="checkbox"/> Deli | <input type="checkbox"/> Meat Market |
| <input type="checkbox"/> Caterer | <input type="checkbox"/> Concession |
| <input type="checkbox"/> School | <input type="checkbox"/> Specialty Shop |
| <input type="checkbox"/> Fast Food | <input type="checkbox"/> Mobile Unit |

Other (please specify): SANDWICHES, SOUPS, SALADS

Seating Capacity (indoor and outdoor): 52 indoor 24 outdoor

Total Square Feet Of The Establishment: 1682 sq. ft.

Total Square Feet Of The Kitchen Area: 92 sq. ft.

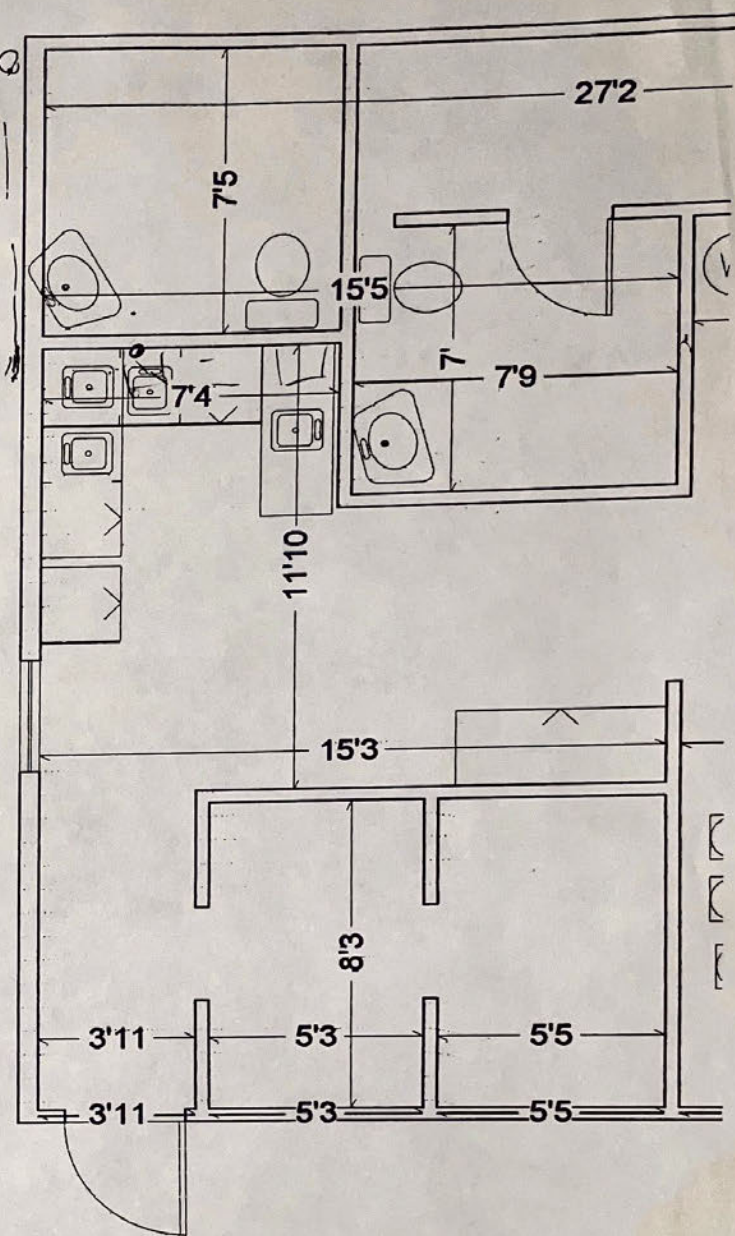
Have these plans been submitted or do you intend to submit these plans to other counties in the State of Colorado? Yes No If yes, which county(s): _____

If Operation Is Seasonal, List The Months Of Operation: _____

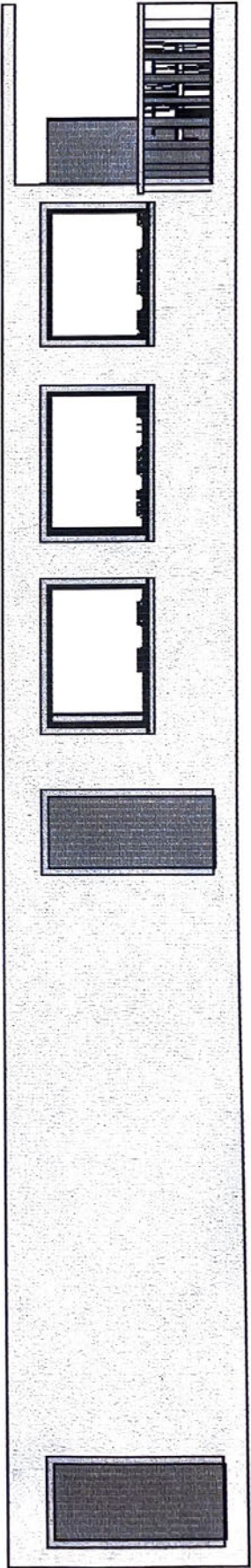
Day(s) and Hours of Operation: _____ [day(s)] _____ [hours]

Projected Daily Maximum Number of Meals to be Served: 50 Breakfast 100 Lunch 100 Dinner

Number of Staff (maximum per shift): 4



$\frac{1}{4} = 1ft$



#9,300 # 15th + LT
1565

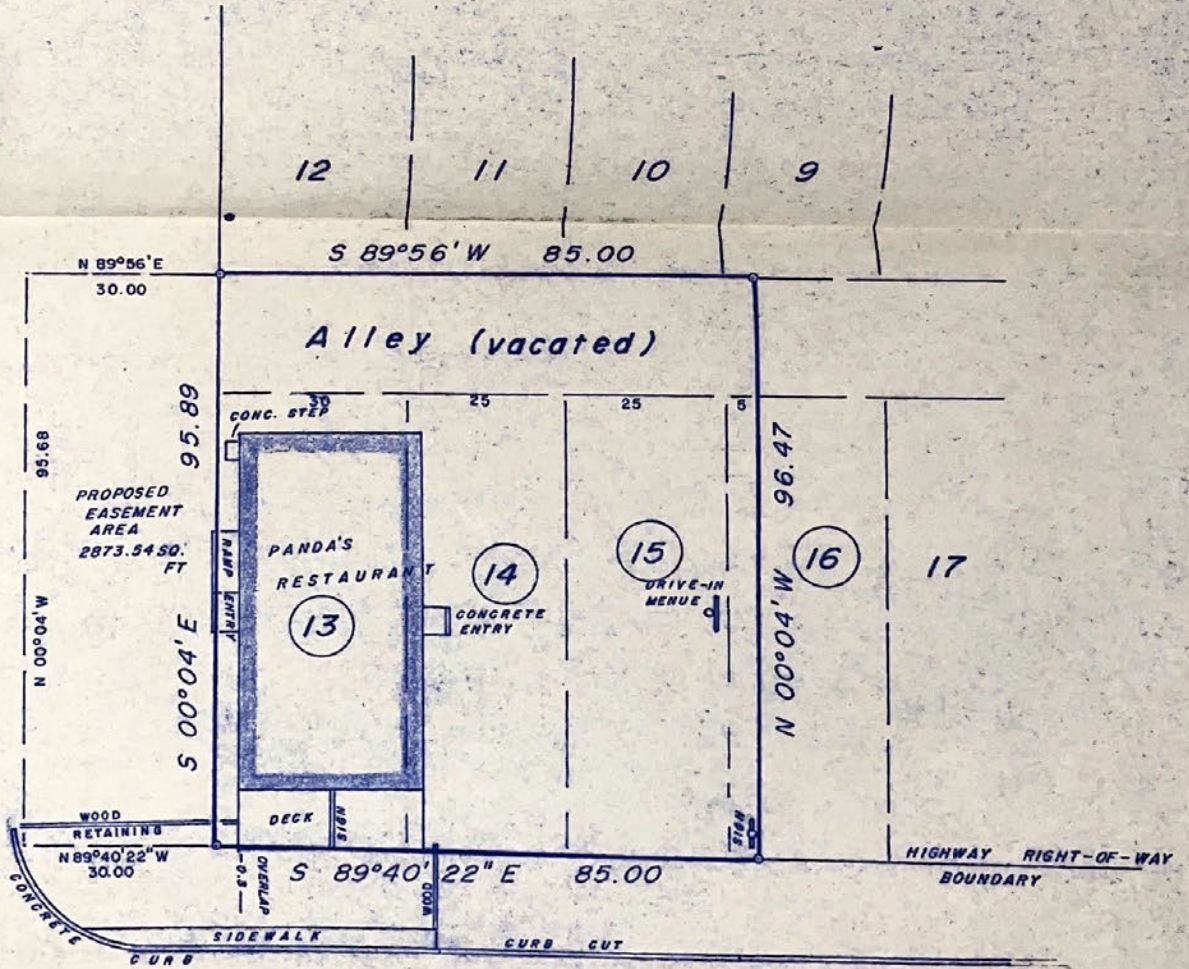
PANDA'S

LOCATED WITHIN
BLOCK NO. 27 - ROBERD'S THIRD ADDITION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

SCALE: 1 INCH = 20 FEET



PALMER STREET



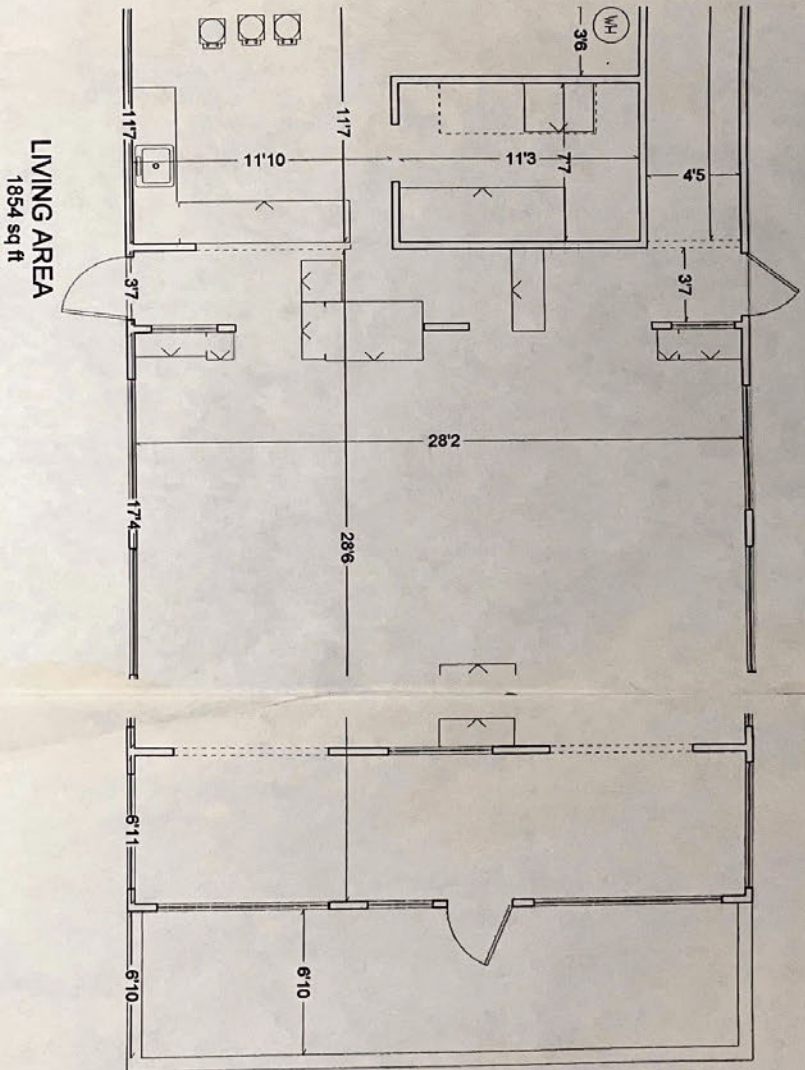
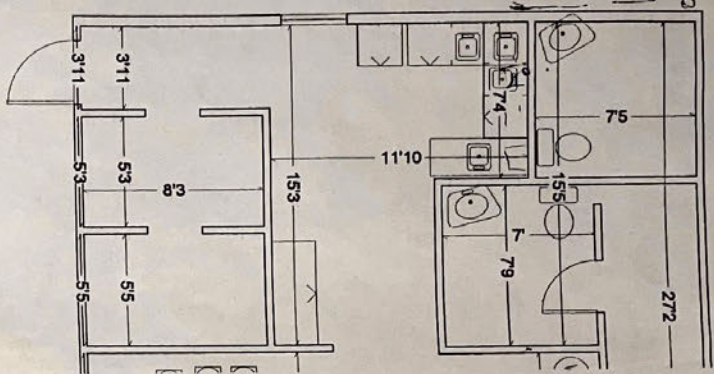
compiled drawn by: Paul J.B.S.

U. S. HIGHWAY NO. 50

BIGLOW-LAND SURVEYORS
P.O. Box 531 Salida, Colorado 81201
(719) 539-6130

30 SEPT. 1991

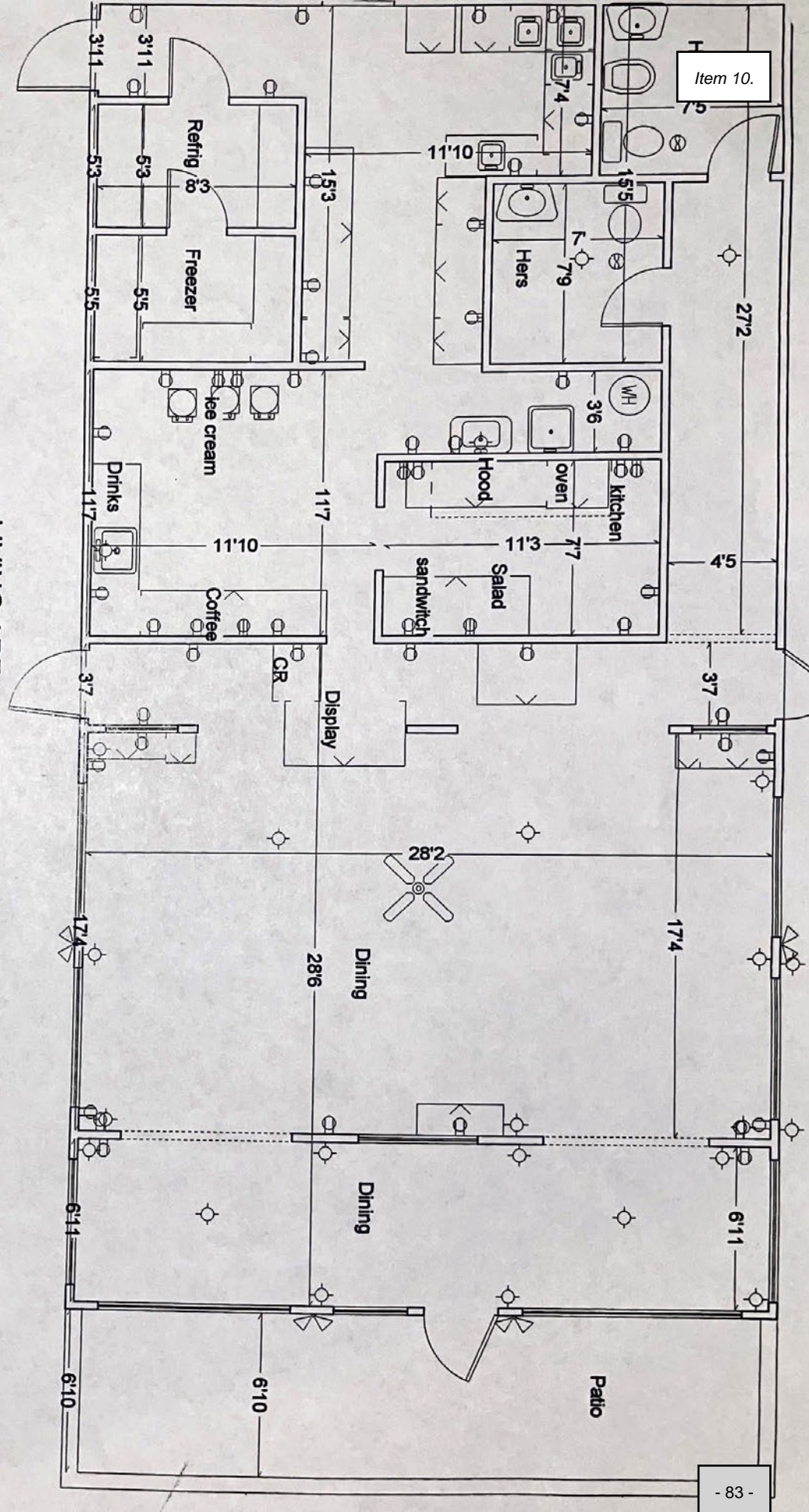
$\frac{1}{4} = 1/4$



LIVING AREA
1854 sq ft

$1 = \frac{1}{1}$

LIVING AREA
1854 sq ft



18" fir siding

1/2" scales = 1 ft

sides veins

2" x 6" stud
2" centers
2" x 10" headers

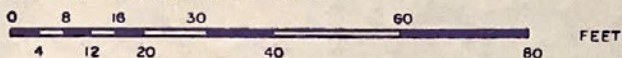
20'



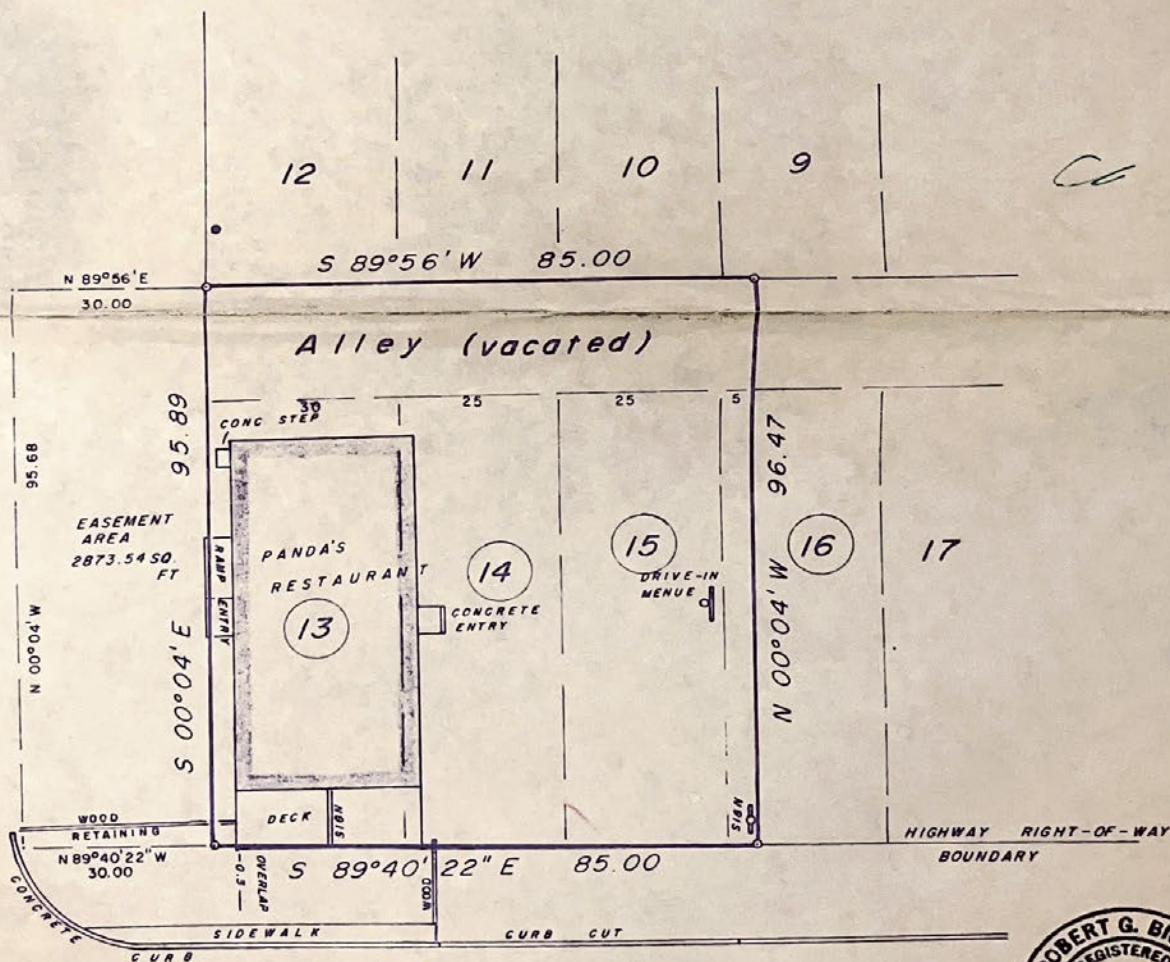
PANDA'S

LOCATED WITHIN
BLOCK NO. 27 - ROBERD'S THIRD ADDITION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

SCALE: 1 INCH = 20 FEET



PALMER STREET



COMPILED DRAWING BY: Robt. B.B.

U.S. HIGHWAY NO. 50

BIGLOW-LAND SURVEYORS
P.O. Box 531 Salida, Colorado 81201
(719) 539-6130

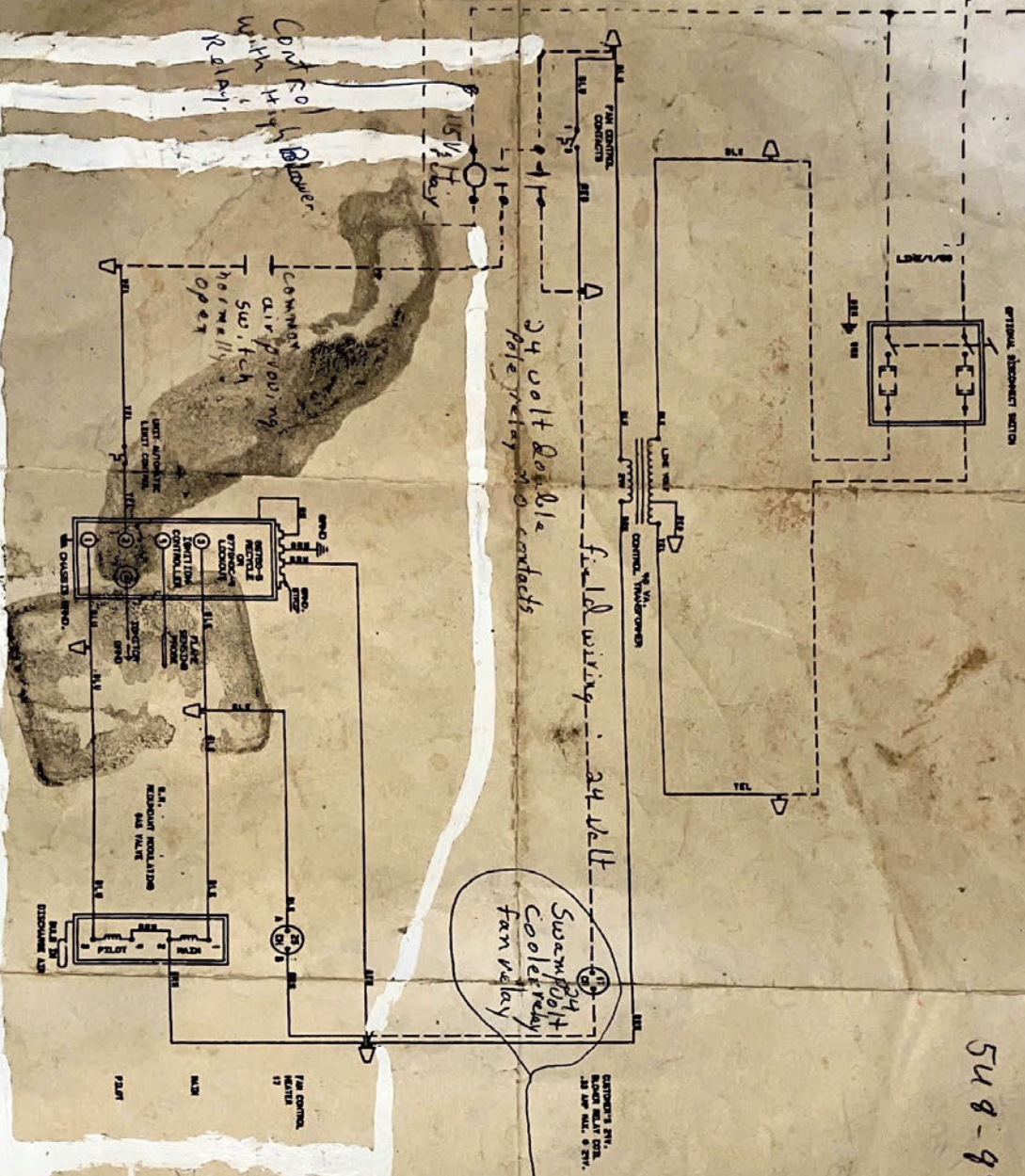
30 SEPT. 1991



Wiring Diagrams to Kitchen hood
For GR's Heater to kitchen hood
plaster fan

Paul
SUG-9890
Panlas Restaurant

Wire tap-pressure
switch control
& normally open
run a tube from
high pressure tap
to swamp cooler discharging
all dashed lines are customer
supplied field wiring



Wire contacts of swamp cooler fan relay to
bring on swamp cooler

Control High Pressure
Relay

COMMON
AIR PULLING
SWITCH
NORMALLY
OPEN

Sump Point
Cooler Relay
fan relay

CONTROL PANEL
CONTROL WIRING



CITY COUNCIL ACTION FORM

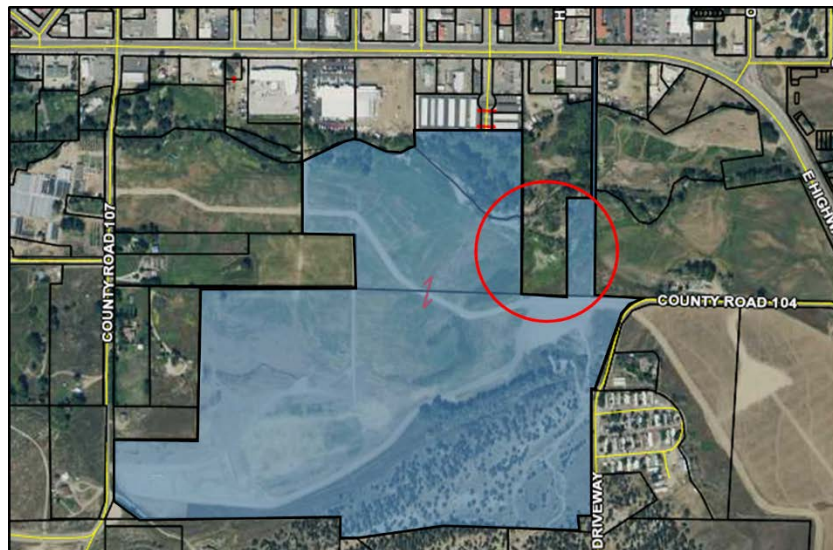
DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	December 21, 2021

ITEM

Ordinance 2021-19: An Ordinance of the City Council of the City of Salida, Colorado, Approving the Transfer and Conveyance of Real Property from the City of Salida, Approving the Transfer and Conveyance of Real Property to the City of Salida, and Authorizing the Execution of Certain Agreements for Said Conveyances (Second Reading and Public Hearing)

BACKGROUND

The City of Salida is the owner of roughly 97.5 contiguous acres within the Vandaveer Planned Development area, just south of the South Arkansas River, between CR 107 to the west and CR 104 to the east. This property has long been eyed for a variety of uses, including but not necessarily limited to: residential housing (inc. affordable housing), natural open space areas, and active recreation spaces. Staff recognizes that there is an opportunity to enhance the potential developability and connectivity of the northeastern portion of the site via a land swap with one of the neighboring properties to the north (owned by Jodie and Barry Snyder, and zoned RMU). The Snyder property extends from Highway 50 in the north across the South Arkansas River and is located in between City-owned parcels, close to a likely entrance area for future development of the City property (see area circled in map below). Staff identified the southern tip of the Snyder property as an area that could be used for a variety of purposes down the road, potentially including access and parking for a trail along the southern edge of the South Ark River.



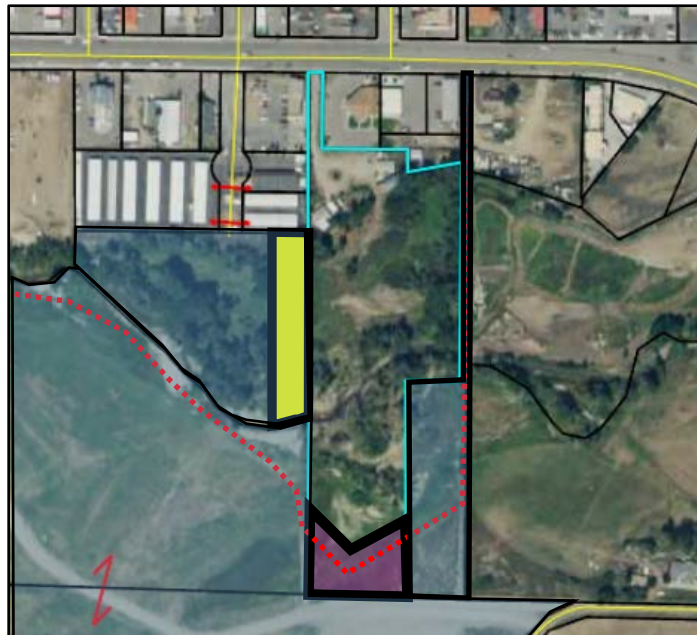
City-Owned Vandaveer Property (Blue) with Portion of Snyder Property (Circled in Red)



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	December 21, 2021

In late 2020, staff approached the Snyders to discuss the possibility of exchanging an approximately .9-acre portion of their property for an equally-sized slice of City-owned land immediately to their west, on the north bank of the South Arkansas River. The City-owned piece is 76-feet wide and is largely inaccessible from the rest of the City property due to the location of the river and its wetland characteristics. Following additional discussions and site visits, it was determined that there was mutual interest in such an exchange. The Snyders intend to restore the riparian area of their property along the river's edge to a more natural and ecologically healthy state, and the .9 acres to their west would be a beneficial addition to that project. Meanwhile, the .9 acres at the southern tip of the Snyder property is currently inaccessible to them except through City property. The Snyder property affords primarily dry and developable land that is already contiguous with City property and could be used to the community's benefit.



Approximation of .9 Acre Parcels Proposed to be Exchanged

The Snyder's Annexation Agreement (Ordinance 2017-11) required that a public access easement be dedicated along their property, somewhere south of the river, to allow for the future extension of a trail in that vicinity. The Snyders would like, as part of such a transfer, that this requirement be removed via an amendment to the Annexation Agreement. Staff notes that, with the proposed exchange, the trail could be built in a location that would be much easier to construct and maintain



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	December 21, 2021

than any of the very wet areas on the remainder of the Snyders' property south of the river (which includes a seasonal pond). The trail would also be more accessible to the rest of the Vandaveer development with the newly proposed alignment. Staff supports such an amendment and believes the location of the trail onto City property would have numerous benefits, including enjoyment of the seasonal pond.

The Snyders have agreed to a no-development clause (other than ecological restoration work) for the parcel they would be acquiring, and the City would agree as part of the transfer to build and/or relocate a fence along the new boundary line south of the river. Transfer of properties would be conditioned upon such agreements and would be brought forth to Council for approval prior to any actual quit claims of deeds. A boundary line adjustment will also be conducted administratively following the recordation of such agreements.

FISCAL NOTE

No significant impacts. City is assuming all survey, title work, and recording expenses (anticipated at less than \$5,000).

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2021-19 on second reading.

SUGGESTED MOTION

"I move to approve Ordinance 2021-19 on second reading."

ATTACHMENTS

- Ordinance 2021-19
- Site Plan
- Site Photos
- 2017 Snyder Annexation Agreement

CITY OF SALIDA, COLORADO
ORDINANCE NO. 19
(Series of 2021)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY FROM THE CITY OF SALIDA, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY TO THE CITY OF SALIDA, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID CONVEYANCES

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, pursuant to Colorado Revised Statutes § 31-15-713, the City, acting by and through its City Council (“Council”), possesses the authority to sell and dispose of real estate owned by the City by ordinance, where the real property was not used or held for park purposes or any governmental purpose; and

WHEREAS, the City owns approximately .90 acres of certain real property (the “City Property”), more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, Snyder Revocable Trust (represented by Barry and Jodie Snyder) owns approximately .90 acres of certain real property (the “Snyder Property”), more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference; and

WHEREAS, the City has determined that it would further the goals and objectives of the City, its residents, customers and taxpayers to take ownership of the Snyder Property in exchange for the City Property in order to facilitate potential future trail connections and certain development within the City-owned portion of the Vandaveer Planned Development; and

WHEREAS, in furtherance of these goals, the City and the Snyders are also entering into agreements to restrict development on the City Property in perpetuity, to provide boundary fencing, and to remove the requirement of a trail easement across the remainder of the Snyder Property; and

WHEREAS, the City Council finds and determines that the City Property has not been a public park, and is not, or has not been, used or held for any governmental purpose; and

WHEREAS, the City Council therefore desires to approve the transfer and conveyance of the City Property conditioned upon execution of certain agreements related to the restriction of development of the City Property; and

WHEREAS, the City Council likewise authorizes the acceptance of the Snyder Property in exchange for the conveyance of the City Property and authorizes the execution of all necessary documents associated with the exchange, transfer and conveyance of the Properties.

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

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

Section 2. Conveyance of Real Property. Pursuant to Colorado Revised Statutes §31-15-713, the City Council hereby approves the conveyance and transfer of the real property described on **Exhibit A**, from the City to the Snyder Revocable Trust, and authorizes and directs the Mayor to execute a quit claim deed and such other instruments as necessary to effect such conveyance, in forms approved by the City Attorney.

Section 3. Acceptance of Real Property. The City Council hereby authorizes the City's acceptance of the real property described on **Exhibit B**, in exchange for the conveyance of the real property described on **Exhibit A**, and authorizes the Mayor to executed any instruments as necessary to effect such conveyance, in form(s) approved by the City Attorney.

Section 4. Additional Agreements Approved. In connection with the transfer and conveyance of the City Property approved by Section 2 above, the City Council hereby authorizes and directs the Mayor to execute additional agreements which prohibit development on the real property described on **Exhibit A**, outside of natural or ecological restoration purposes; which establish requirements for the construction of a new boundary fence; and which remove the requirement of a trail easement across the remainder of the Snyder Property, and any associated documents, in form(s) approved by the City Attorney.

Section 5. Conditions of Approval of Conveyance of Property. The transfer and conveyance of the City Property and execution of documents approved by Section 2 above is expressly contingent upon the satisfaction of the following condition precedent: the execution of agreements referenced and approved by Section 4, and any associated documents, in form(s) approved by the City Attorney.

Section 6. Severability. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on December 7, 2021 ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2021 and set for second reading and public hearing on the 21st day of December, 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL BY TITLE ONLY by the City Council on this 21st day of December, 2021.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Legal description of the "City Property" being conveyed from the City
to the Snyder Revocable Trust

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 13, RIVER BEND ADDITION TO THE CITY OF SALIDA, ACCORDING TO THE REPLAT FILED AT RECEPTION NO. 267623 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 24°03'20" EAST, A DISTANCE OF 989.94 FEET;

THENCE SOUTH 00°11'23" WEST ALONG THE EAST LINE OF SAID LOT NO.13, A DISTANCE OF 508.75 FEET TO THE CENTER OF THE SOUTH ARKANSAS RIVER;

THENCE WESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 79 FEET, MORE OR LESS;

THENCE NORTH 00°11'23" EAST, A DISTANCE OF 510.52 FEET TO THE NORTH BOUNDARY OF SAID LOT NO. 13;

THENCE SOUTH 88°56'30" EAST, A DISTANCE OF 76.21 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.90 ACRES, MORE OR LESS.

EXHIBIT B

Legal description of the "Snyder Property" being conveyed from the Snyder Revocable Trust to the City

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 5, MARKED BY A #5 REBAR, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 89°03'23" EAST, A DISTANCE OF 406.55 FEET;

THENCE NORTH 00°11'23" EAST, A DISTANCE OF 244.27 FEET;

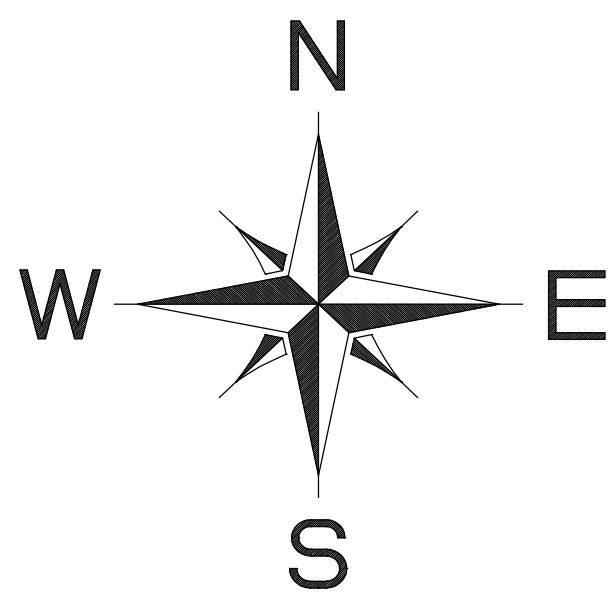
THENCE SOUTH 38°49'33" EAST, A DISTANCE OF 184.20 FEET;

THENCE NORTH 63°34'25" EAST, A DISTANCE OF 155.66 FEET;

THENCE SOUTH 00°08'43" WEST, A DISTANCE OF 174.24 FEET TO SAID SOUTH LINE OF SECTION 5;

THENCE NORTH 89°03'23" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 255.28 FEET TO THE POINT OF BEGINNING.

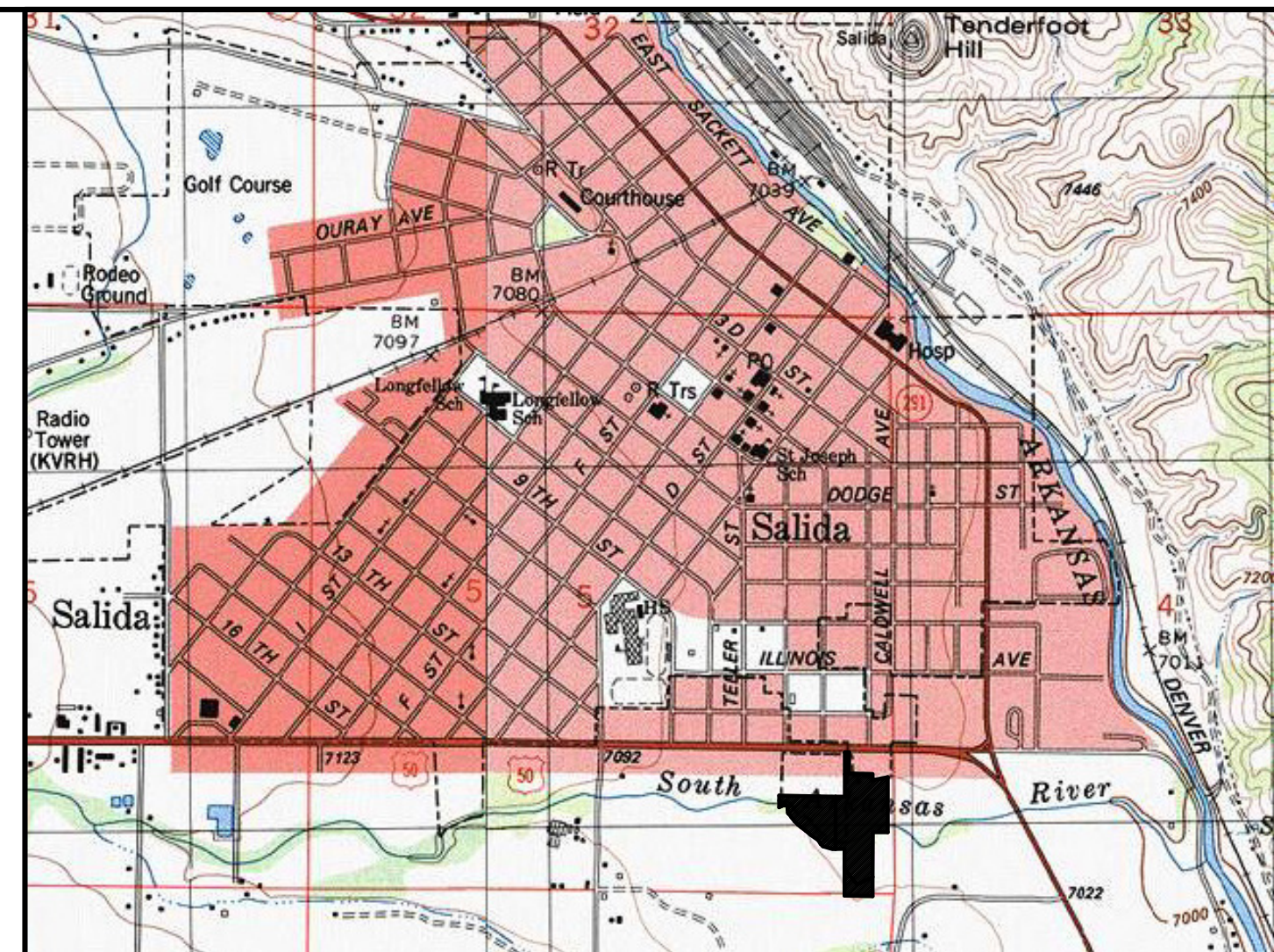
CONTAINING 0.90 ACRES, MORE OR LESS.



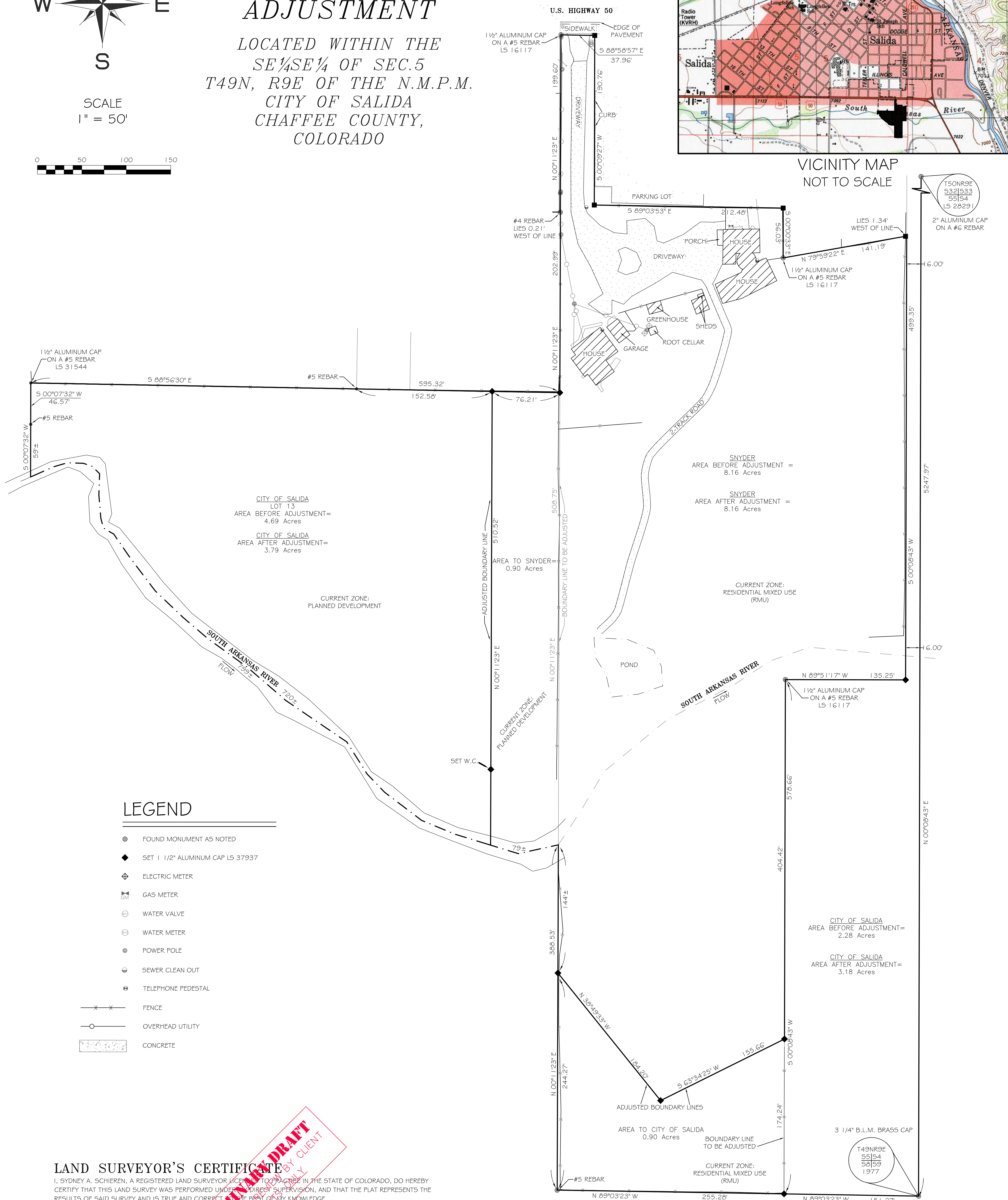
SNYDER/SALIDA BOUNDARY LINE ADJUSTMENT

LOCATED WITHIN THE
SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SEC.5
T49N, R9E OF THE N.M.P.M.
CITY OF SALIDA
CHAFFEE COUNTY,
COLORADO

SCALE
1" = 50'



VICINITY MAP
NOT TO SCALE



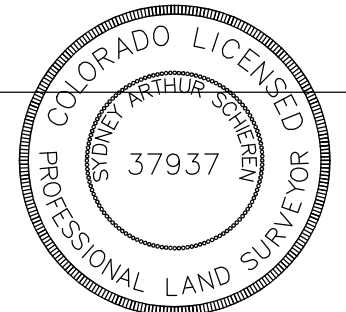
LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- ⊕ ELECTRIC METER
- ⊕ GAS METER
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ POWER POLE
- ⊕ SEWER CLEAN OUT
- ⊕ TELEPHONE PEDESTAL
- X — FENCE
- ○ — OVERHEAD UTILITY
- ▨ CONCRETE

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT

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



REVISED:	SNYDER/SALIDA BOUNDARY LINE ADJUSTMENT LOCATED WITHIN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SEC.5 T49N, R9E OF THE N.M.P.M. CITY OF SALIDA CHAFFEE COUNTY, COLORADO
JOB # 21114	
DATE: OCTOBER 14, 2021	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
SHEET 2 OF 2	

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

Site Photos:



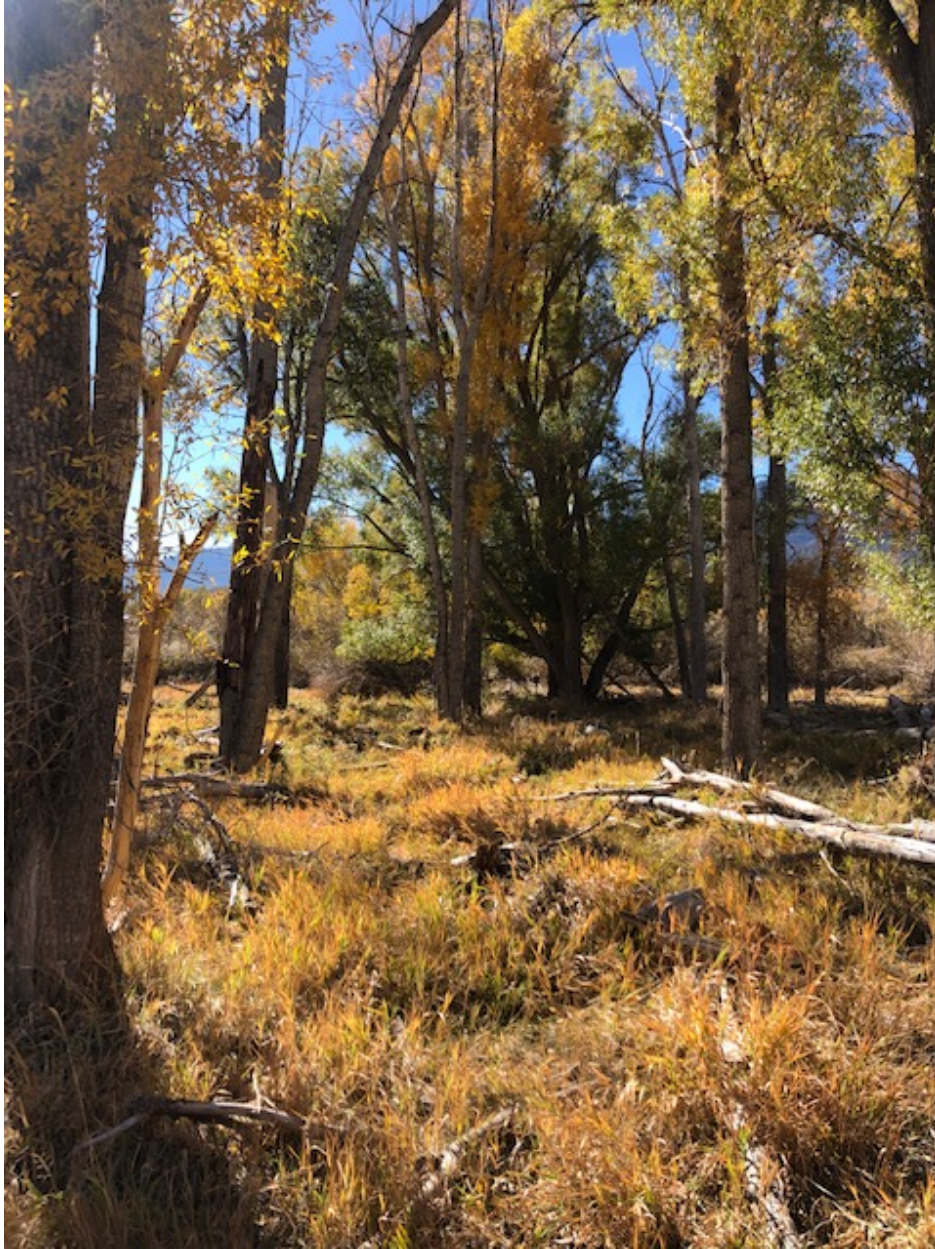
Purple = Snyder Property.
Yellow = Portion of City Property.
Blue = Other City Vandaveer Property.
Red = Proposed Future Trail Alignment Connecting to Hwy 50 and Existing Foot Bridge.



Purple = Portion of Snyder Property proposed to be acquired by City.
Blue = Adjacent Existing City Vandaveer Property.
View looking NW



Portion of Snyder Property proposed to be acquired by City, inside fence line on left.
Adjacent Existing City Vandaveer Property on right and in background.
View looking south



Portion of City Property proposed to be transferred to Snyders. Numerous cottonwood trees and seasonal wetlands below.
View looking southwest

**SNYDER ANNEXATION AGREEMENT
(1139 and 1141 EAST HIGHWAY 50)**

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 2nd day of May, 2017, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and JODIE A. SNYDER AND BARRY L. SNYDER (together, "Annexor") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the "Snyder Annexation" and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property").
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 8.14 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On January 3, 2011, the City and the Annexor entered into a Pre-Annexation Agreement.
- 1.6 On January 14, 2017, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").
- 1.7 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the "Annexation Act"), and Article IX of the City's Land Use and Development Code.
- 1.8 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.9 On May 2, 2017, City Council adopted Ordinance No. 2017-10, annexing the Property to the City, and Ordinance No. 2017-12, zoning the Property as Residential Mixed Use (RMU) Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay. That portion of the Property included in the Highway 50 Corridor Overlay ("Highway 50 Corridor Overlay Portion") is the driveway and adjacent parkway that fronts Highway 50 and provides access to the remaining portions of the parcel detached from Highway 50.

- 1.10 The City wishes to control its growth in a planned and orderly fashion, maintaining and improving its quality of life and its ability to provide and enhance environmental amenities, services, and local opportunity for its citizens.
- 1.11 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning of the Property.
- 1.12 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on January 14, 2017.
- 2.4 “Annexor” means Jodie A. Snyder and Barry L. Snyder, and their successor(s) and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark sky-compliant” means lighting in compliance with Section 16-8-100 of the City Code and intended to reduce the unnecessary use of artificial light at night.
- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:

- 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.10.2 The effective date of Ordinance No.2017-10, annexing the Property to the City, has occurred; and
- 2.10.3 The effective date of Ordinance No. 2017-12, zoning the Property as RMU Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay, has occurred.
- 2.11 “Property” means the land that is described as the Snyder Annexation in the Annexation Petition and that is legally described in attached Exhibit A.
- 2.12 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition and zoning applications; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Annexor waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.

5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:

5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and

5.2.2 Final Annexation Approval has occurred.

5.3 Zoning of Property.

5.3.1 On March 27, 2017, the Salida Planning Commission recommended zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.

5.3.2 The parties agree and acknowledge that Owner does not currently have a development proposal for the Property. Because the Planning Commission did not review a development or subdivision proposal for the Property in conjunction with its review of the Annexation, any development or subdivision proposal for the Property, including within the RMU Zone District, must be reviewed and approved by the City before commencement of any development or subdivision.

5.3.2 At its May 2, 2017, 2017 meeting, the City Council approved zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.

5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

5.4.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time

application therefor is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. The City reserves the right to refuse to provide wastewater treatment service for any effluent that includes prohibited wastes as described in Section 13-2-120 of the City Code, or that is beyond the City's capability of treating in either quantity or quality.

- 5.4.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.
- 5.4.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.
- 5.4.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.
- 5.4.5 Streets and Roads.
- 5.4.5.1 Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.
- 5.4.5.2 In accordance with the Section 16-5-60 of the City Code and the specifications described therein for streetscape and lighting within the Highway 50 Corridor Overlay, the Annexor shall install landscaping, sidewalks, pedestrian lighting, and stamped concrete parkways along the entire length of the Highway 50 Corridor Overlay Portion of the Property. The Annexor shall complete such improvements before proposing any development plan for the Property.
- 5.4.5.3 In the event that subdivision is proposed for the Property in the future, the Annexor shall submit plans and specifications for access improvements with the development application and Subdivision Plat for review and approval by the City. Such improvements must be referenced in and secured by a subdivision improvements agreement for the Property.

- 5.4.5.4 Annexor additionally shall comply with any and all Colorado Department of Transportation (“CDOT”) access requirements. Annexor acknowledges that CDOT may require the consolidation of access points to the Property in the event that the Property is redeveloped or subdivided in the future.
- 5.4.6 Use of Existing Well. The parties agree that upon annexation and connection to City water, Annexor shall be entitled to the continued use of existing well on the Property for all outside irrigation and other customary non-domestic uses allowed under the existing well permit as set forth in Section 13-3-100 of the Municipal Code.
- 5.5 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:
- 5.5.1 Annexor’s Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City’s invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.5.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.
- 5.6 Dedications and Easements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, even if the Property is not being platted or developed at the time the City deems dedication of the

rights-of-way, easements, or public land necessary.

- 5.6.1 The Annexor shall dedicate public access and an easement for a ten-foot wide public pedestrian/bicycle trail located south of the south bank of the South Arkansas River, along with sufficient width on each side of the trail to allow for maintenance, including without limitation equipment access (“Trail Easement”). The final alignment of the Trail Easement will not be determined until a plan is adopted for overall alignment of the trail to the east and west of the Property. The City shall use its best efforts to negotiate with the Annexor to determine a Trail Easement alignment and design agreeable to the Annexor considering the impact on the Annexor’s use of the Property. The final alignment of the Trail Easement must minimize impacts to the riparian zone and avoid impacts to high-quality wetlands and mature trees. The Annexor is prohibited from constructing improvements on or within the Trail Easement. Costs incurred by the City in finalizing the Trail Easement location and construction, including any necessary agency approvals and studies, will be borne by the City and do not constitute Reimbursable Costs and Fees hereunder. Specifically, the City will pay for floodplain, wetland, and/or threatened and endangered species studies pertaining to the Trail Easement, as required by applicable federal law and regulations. Further, the City will pay for mitigation (e.g., wetland mitigation) for the Trail Easement as required by applicable federal law or regulations. The Trail Easement will be granted pursuant to the Recreational Use Act of Article 41 of Title 33, C.R.S. In consideration of the Annexor's dedication of the Trail Easement, the Annexor shall, as applicable, receive the corresponding credit for open space dedication as set forth in Chapter 16 of the City Code based upon the dedication requirement applied to the acreage of the Trail Easement.
- 5.6.2 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
- 5.6.3 The Annexor shall dedicate public utility easements for all interior streets.
- 5.7 All lighting on the Property must be “dark sky”-compliant.
- 5.8 In meeting its obligations with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney.
- 5.9 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City’s approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor’s activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.

- 5.10 Conveyance and Acceptance Requirements. Conveyance and acceptance requirements and reimbursement opportunities for all public improvements installed by Annexor in connection with the development or use of the Property are as described in the City Code.
- 5.11 Affordable Housing. Any construction of new residential dwelling units on the Snyder Annexation Property, shall be done in compliance with the affordable housing regulations in place at the time of development.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to zoning of RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay. Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended.

Section 7 – Breach by Annexor and City’s Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
- 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator’s designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator’s designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
- 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
- 7.1.4 The refusal to allow further development review for the Property.

- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 **Release of Liability.** The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 **Indemnification.**
- 8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 The Annexor shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the proposed annexation and proposed zoning; and

shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the proposed annexation or zoning. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 **Waiver of Defects.** In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 **Final Agreement.** This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.
- 9.3 **Modifications.** This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 **Voluntary Agreement.** The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 **Election.** The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 **Annexor's Representations.** All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 **Survival.** The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 **Notice.** All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the

United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida
Attn: City Administrator and City Attorney
 448 East First Street
 Salida, CO 81201

Notice to the Annexor: Mr. Barry L. Snyder
 Ms. Jodie A. Snyder
 232 Helena Circle
 Littleton, CO 80124

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. Subject to the terms and conditions of Section 6.1 above, the Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO

By James Liviecchi Mayor

ATTEST:

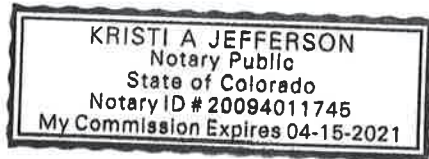
[Signature]
City Clerk/Deputy City Clerk



STATE OF COLORADO)
)
S
COUNTY OF Chaffee)

Acknowledged, subscribed, and sworn to before me this 20th day of July 2017
by James Liviecchi, as Mayor, and by Christina Samora, as Deputy Clerk,
on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: April 15, 2021.



Kristi A. Jefferson
Notary Public

ANNEXOR:

Jodie A. Snyder
Jodie A. Snyder

Barry L. Snyder
Barry L. Snyder

STATE OF COLORADO)
) ss.

COUNTY OF Arapahoe

Acknowledged, subscribed, and sworn to before me this 11th day of July 2017
by Jodie A. Snyder and Barry L. Snyder.

WITNESS my hand and official seal. My Commission expires: 06-29-2019.

Sarah Sue Andersen
Notary Public

**SARAH SUE ANDERSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154025531
MY COMMISSION EXPIRES 06/29/2019**

The subject property is legally described as:

A tract of land located within the Southeast Quarter of the Southeast (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows,

Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6758') of that parcel of land described in Deed of Record filed under Reception No 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way maker for Station 2292+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet, thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;

thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;

thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;

thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;

thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 498.09 feet;

thence South 89°49'32" West at right angle to the above said section line 134.86 feet;

thence South 00°07'52" East 577.50 feet to an existing on inch diameter cedar post (said corner post is located North 88°54'50" West 151.28 feet from the southeast corner of the said Section 5- a government brass capped pipe monument);

thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;

thence North 00°49'43" West 327.08 feet along a fence to a fence angle point;

thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926- Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;

thence South 69°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	December 21, 2021

ITEM

Ordinance 2021-20 An Ordinance of the City Council of the City of Salida, Colorado, Reappointing and Setting Compensation for Cheryl Hardy-Moore as Municipal Court Judge for a Two Year Term Commencing January 1, 2022 and Running Through December 31, 2023, Second Reading and Public Hearing

BACKGROUND

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

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

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

Judge Cheryl Hardy-Moore was appointed to the position of Municipal Court Judge in January of 2016 for an initial term of two years and was reappointed to the position in January of 2018 and January 2020, with the last rate of pay set at \$1,700 per month. During the reappointment process in 2020, the City Council set the Judge's compensation via ordinance (Ordinance 2020-01), which is required per the SMC, which states:

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

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

Judge Hardy-Moore has expressed interest in remaining in the position as Municipal Court Judge. The proposed Ordinance 2021-20, if approved, would become effective on January 20, 2021, which is prior to the January Municipal Court date. The Independent Contractor Services Agreement is attached as Exhibit A.

FISCAL NOTE

The fiscal impact of this Ordinance would be \$20,400 annually (monthly compensation of \$1,700). This amount has been budgeted for in the 2022 Annual Budget for the City of Salida.

STAFF RECOMMENDATION

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

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2021-20, reappointing Cheryl Hardy-Moore as Municipal Court Judge for a two-year term", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 20
 (Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
 REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE
 AS MUNICIPAL COURT JUDGE FOR A TWO YEAR TERM COMMENCING
 JANUARY 1, 2022, AND RUNNING THROUGH DECEMBER 31, 2023**

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

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

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

WHEREAS, Cheryl Hardy-Moore has performed the duties of Municipal Court Judge for the City of Salida conscientiously and appropriately during her past three (3) terms, and she has indicated an interest in serving for an additional term; and

WHEREAS, the Salida City Council desires to reappoint Cheryl Hardy-Moore as Municipal Court Judge.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. Based upon past performance in the position and her willingness to serve again, the Salida City Council hereby appoints Cheryl Hardy-Moore as Municipal Court Judge for a term of two (2) years expiring December 31, 2023, and setting the Municipal Court Judge's salary at \$1,700 per month.
3. This appointment shall be subject to execution of the contract for services attached hereto as **Exhibit A** and incorporated herein by this reference.

INTRODUCED ON FIRST READING, FINALLY ADOPTED, and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 7th day of December, 2021, and set for second reading and public hearing on the 21st day of December, 2021.

INTRODUCED ON SECOND READING, FINAL ADOPTED and ORDERED PUBLISHED OBY TITLE ONLY, by the City Council on the 21st day of December, 2021.

CITY OF SALIDA, COLORADO

[SEAL]

By _____
Dan Shore, Mayor

[ATTEST]

Erin Kelley, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 1st day of January, 2022 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Cheryl Hardy Moore (“Contractor”).

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

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

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

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

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

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

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2023, or until the Agreement is terminated pursuant to Section 10 of this Agreement.

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

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

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

7. Ownership of Instruments of Service. The City acknowledges the Contractor’s work product, including electronic files, as instruments of professional service. Nevertheless, the

final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

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

9. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

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

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

11. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

13. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

14. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

15. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

16. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

17. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

18. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
(719) 530-2629

Copy to: Wilson Williams LLP
15306 W 93rd Avenue
Arvada, CO 80007
(303) 376-8510

To the Contractor: Cheryl Hardy-Moore
31 Silver Spruce Drive
Salida, CO 81201
(970) 846-1251

20. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

21. Attorneys’ Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

ATTEST:

Erin Kelley, City Clerk

CONTRACTOR:

By: _____
Cheryl Hardy-Moore
Title: Municipal Court Judge

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was acknowledged before me this ____ day of _____, 20____ by Cheryl Hardy-Moore.

Witness my hand and official seal.

My commission expires _____.

Notary Public



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE December 21, 2021
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ITEM

Funding Request – Boys and Girls Club

BACKGROUND

The Boys and Girls Club of Chaffee County has submitted a letter requesting capital funding in the amount of \$31,902 to finish of their campaign for facilities that serve youth in Salida and Chaffee County. Please see the attached letter for additional information.

FISCAL NOTE

\$31,902 has been requested for the capital campaign. This can be accommodated in the approved 2021 Annual Budget.

STAFF RECOMMENDATION

Staff recommends approval of funding the request in the amount of \$31,902.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve funding for the Boys and Girls Club of Chaffee County in the amount of \$31,902", followed by a second and a roll call vote.

GREAT FUTURES START HERE.



Boys & Girls Clubs
Of Chaffee County
Salida Branch
P.O. Box 1430
Salida, CO 81201
Tel 719-539- 9500
Fax 719-539-9600

Boys & Girls Clubs of
Buena Vista Branch
P.O. Box 5148
Buena Vista, CO 81211
Tel 719-395-7014

Item 13.

December 15, 2021

Dear Mayor Shore & City Council Members:

I write to you today to both thank you for your longtime support of our organization and to provide an update on our **Building Great Futures Campaign!** *Together* we have changed the trajectory of **8,658** young lives over the past 16 years. Your annual support has allowed us to continue our mission of inspiring and enabling all young people, ***especially those who need us most***, to realize their full potential as caring, productive, responsible citizens. As the largest and *most vital* youth organization in Chaffee County, your investments have given rural, working families the opportunity to thrive here in Salida. *Because of you*, we have reached more kids, more often, more deeply.

As you know, we are a prevention-based, youth development organization, serving hundreds of youth and teens between the ages of 6 and 18 every year. We are also a facility-based organization. Our **Building Great Futures Campaign** began over 4 years ago with a bold vision: to provide a new, permanent home for our Club; a place where our focused outcomes of academic success, healthy lifestyles and leadership could reach and respond to the challenges facing young people today and in the future.

It is with great excitement that I share that after nearly two years of fundraising efforts, we are nearly to the finish line. As of today, we have raised \$1.6Million! We are at 98% of our goal, with only \$31,902 remaining. We've been motivated, inspired and honored to receive support from more than 120 local individual donors, foundations, businesses and county government. It's a collective effort we can all be proud of as our Salida home has the fingerprints of many and the imprints of those who care.

Wouldn't it be incredible for our Salida city officials to be the ones who helped us across the finish line? With your final, one-time investment, our campaign will be a complete success!

You helped us open our doors 16 years ago. With your final push, we can ensure youth and working families have an open door to success for years to come. Thank you again for considering our request of \$31,902.

Brian Beaulieu, Executive Director

Duncan Campbell, Board Chair



CITY COUNCIL ACTION FORM

DEPARTMENT City Clerk	PRESENTED BY Erin Kelley - City Clerk	DATE December 21, 2021
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ITEM

Resolution 2021-43 a Resolution of the City Council for the City of Salida, Colorado Adopting and Approving the 2022 Fee Schedules.

BACKGROUND

Our City, including the City Clerk’s office and its various departments, relies upon fees to provide many services to its customer and citizens. The Salida Municipal Code authorizes the operations of the City and provides for the establishment and amendment of fees for various City services. Occasionally new services are offered and additional regulations are implemented which also require the addition or amendment of fees charged by the City.

The City Clerk’s office wants to ensure that all fee schedules, relating all department within the City, can be updated and streamlined within the amended 2022 Schedule of Fees. All department heads and relevant staff have contributed towards their respective schedules, which can be found in Exhibit A, following the Resolution in the packet. We believe this is an important step for ease of use and transparency for all of the City’s citizens and customers.

Council should note that there are changes to fees for many of the departments to reflect the increasing costs of providing services to the community.

Finance Increases:

The monthly water rates are increased 2.6% over 2021 and the monthly wastewater rates are increased 8.9% over 2021. This is on track with the rate study recommendations made by Ehlers, Inc in their 2020 report which Council agreed to. Reminders of this rate increase schedule were mentioned at public meetings during the 2022 budget process.

In addition, the bulk water rates have been changed (these are listed in the “other” section). These are generally fees charged to contractors that access water for construction purposes. The justification for the fee increase is that these are manual reads and individual billings which are time consuming to manage. Additionally, the infrastructure at the ‘untreated’ bulk water station is nearing the end of its useful life and would likely be a couple \$100k to upgrade.



CITY COUNCIL ACTION FORM

DEPARTMENT City Clerk	PRESENTED BY Erin Kelley - City Clerk	DATE December 21, 2021
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Parks and Recreation:

The Department of Parks and Recreation, along with the Salida City Council and the Parks, Recreation, Open Space and Trails Advisory Board, engaged in cost recovery/subsidy and financial strategy work in 2020. Through this work, service categories and subsidy goals were established for the services that the Department offers. Where applicable, the service category is listed for the service offered in the following tables. The Department is comparing subsidy goals to current fees and a draft financial support and sustainability plan to determine appropriate fees in 2022. Additionally, Pool Access has changed dramatically due to COVID 19. Memberships were placed on hold and all visits require registration. Memberships (including health insurance based membership - Silver Sneakers) are being offered again in 2022. Daily pass prices are being increased by 30% and membership fees are being increased by 10% as per approval by the PROST board.

Police Department:

The Fee Schedule was updated based on statute and industry standards. There are new fees related to our newly acquired Records Department.

STAFF RECOMMENDATION

Staff recommends approving the Resolution, adopting and approving the 2022 Fee Schedule.

SUGGESTED MOTION

Councilperson should “move to approve Resolution 2021-43 a Resolution of the City Council for the City of Salida, Colorado Adopting and Approving the 2022 Fee Schedules”, followed by a second.

**RESOLUTION NO. 43
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
ADOPTING AND APPROVING THE 2022 FEE SCHEDULES**

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code; and,

WHEREAS, the City relies upon fees to provide many services to its customers and citizens; and,

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for the increase in the costs to provide such services, as well as for the implementation of new services and regulations; and,

WHEREAS, the City Council wishes to adopt the fee schedules attached hereto as Exhibit A as the official fee schedules for the operations of the City of Salida; and,

WHEREAS, the 2022 Fee Schedules is attached hereto and incorporated herein as Exhibit A.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying Fee Schedules is intended to supersede all previous fee schedules adopted by the City Council.
3. Effective upon approval, the City hereby adopts the amended 2022 Fee Schedule (attached hereto as Exhibit A).

RESOLVED, APPROVED, AND ADOPTED this 21st day of December 2021.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2022 Fee Schedules



**2022 Fees and Charges for Clerk's Office Licenses:
Liquor, Marijuana, Special Events, Vendors, Arborists and Short Term Rentals**

TYPE OF LICENSE	FEE
Liquor	
New License	\$1,000.00
New License with Concurrent Review	\$1,000.00
Transfer of Ownership	\$750.00
Application Late Renewal Fee (Not more than 90 days of license expiration date)	\$500.00
Application Reissue Fee (More than 90 days but less than 180 days of license expiration date)	\$500.00
Application Reissue Fine (More than 90 days but less than 180 days of license expiration date)	\$ 25.00/day beyond the 90 day expiration date
Annual Renewal Application Fee	\$100.00
Annual Art Gallery Fee	\$100.00
Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Types of Permits	
Art	\$41.25
Art Gallery Permit	\$3.75
Bed & Breakfast Permit	\$3.75
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00
Mini Bar Permit with Hotel Restaurant	\$48.75
Optional Premises	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75

Fermented Malt Beverage On/Off Premises	\$3.75
Special Event Permit	\$100.00
Other Charges to Existing Liquor Licenses	
Change of Location	(not to exceed) \$750.00
Change of Trade Name/Corporate Name	N/A
Corporate/LLC Change (Per Person)	\$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$75.00
Modification of Premises	N/A
Temporary Liquor License	\$100.00
Multiple Vendor and Outdoor Vendor Permit	
Multiple Vendor Event Permit	\$75.00
Additional Fee Per Participating Vendor	\$20.00
Outdoor Vending Permit – 10 Day	\$50.00
Outdoor Vending Permit – 45 Day	\$100.00
Outdoor Vending Permit – 180 Day	\$200.00
Outdoor Vending Permit – 365 Day	\$400.00
Retail Marijuana	
Annual Operating Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Changer (per person)	\$100.00
Local Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
Arborist License (SMC 6-4-10)	
Arborist License	\$100.00
Penalty for Operating No License	\$100.00
Short-Term Rental Business License	
Short-term Rental Business License – New	\$270.00
Short-term Rental Business License – New Administrative Review	\$200.00
Short-term Rental Business License – Renewal	\$270.00
Penalty for Operating without a Business License	\$2,650.00
Late Fee on Occupation Lodging Tax & Interest	\$50.00/quarter, .833% per month Interest
Open Records Requests	
	\$33.58/hour past the first free hour

Fees and Charges for Water and Wastewater Services, effective January 2022

Description of Fee, Rate or Charge	Code Section	Fixed Fees					Commercial Fees (3)					
		Special Charges	Residential Single-Family and Duplexes (1)	Residential Multi-Family (1)	Accessory Dwelling Units (2)	Legally-Restricted Affordable Housing (1)	3/4" line	1.0" line	1.5" line	2.0" line	3.0" line	4.0" line
Water System Development & Associated Fees												
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 6,384	\$ 3,405	\$ 3,405	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 1,452	\$ 774	\$ 774	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (c)		\$ 4,256	\$ 4,256	-	\$ 4,256	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Disc	13-02-90		\$ 352	\$ 352	-	\$ 352	\$ 352	\$ 469	\$ 770	\$ 1,477	-	-
Water Meter - Turbine	13-02-90		-	-	-	-	-	-	\$ 1,629	\$ 1,928	\$ 2,319	\$ 3,387
Water Meter - Compound	13-02-90		-	-	-	-	-	-	-	\$ 3,382	\$ 4,081	\$ 5,623
<small>Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.</small>												
Wastewater System Development Fees												
System Development Fee for water & sewer customer	13-3-20 (c)		\$ 5,206	\$ 3,905	\$ 2,082	\$ 2,082	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Fee per 1.0 EQR if no municipal water service	13-3-20 (c)		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Monthly Water Rates and Charges for Service												
Service charge	13-3-30 (b)		\$ 19.63	\$ 19.63	\$ 9.81	\$ 19.63	\$ 19.63	\$ 26.10	\$ 39.25	\$ 52.21	\$ 78.31	\$ 104.42
Water maintenance charge			\$ 6.81	\$ 6.81	\$ 3.40	\$ 6.81	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Volume (usage) charge (over 2,000 gallons only)												
Tier I (2,000 to 13,333 gallons/month)			\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
Tier II (over 13,333 gallons/month)			\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40
Demand fee up to 100,000 gallons							\$ 6.81	\$ 6.81	\$ 6.81	\$ 6.81	\$ 6.81	\$ 6.81
Demand fee 101,000 to 500,000 gallons							\$ 20.43	\$ 20.43	\$ 20.43	\$ 20.43	\$ 20.43	\$ 20.43
Demand fee 501,000 to 1,000,000 gallons							\$ 51.08	\$ 51.08	\$ 51.08	\$ 51.08	\$ 51.08	\$ 51.08
Demand fee over 1,000,000 gallons							\$ 68.11	\$ 68.11	\$ 68.11	\$ 68.11	\$ 68.11	\$ 68.11
Monthly Wastewater Rates and Charges for Service												
Service charge	13-3-30 (b)		\$ 23.49	\$ 23.49	\$ 11.74	\$ 23.49	\$ 24.33	\$ 33.95	\$ 50.68	\$ 76.01	\$ 96.27	\$ 119.08
Residential volume charge (based on winter water usage) (2,000 gallons usage included in residential service charge)			\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.55						
Commercial volume charge (based on actual water usage)							\$ 2.87	\$ 2.87	\$ 2.87	\$ 2.87	\$ 2.87	\$ 2.87
Sewer only service charge - per equivalent living unit		\$ 37.25										
Other												
Permanent disconnection of water line	13-2-210	\$ 50.00										
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00										
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00										
Bulk water - untreated for construction within the City of Salida (per 1,000 gallons)	13-3-30 (a)	\$ 5.00										
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 8.00										
Bulk water - set hydrant meter	13-3-30 (a)	\$ 75.00										
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 18.63										
Returned check charge	13-3-30 (h)	\$ 25.00										
Final billing and new account charge	13-3-30 (i)	\$ 62.00										
Sewer only final billing and new account charge	13-3-30 (i)	\$ 31.00										
Temporary water disconnection fee - once annually	13-03-50	\$ -										
Temporary water disconnection fee - more than 1x per year	13-03-50	\$ 40.00										
Delinquent Charge - water service	13-3-30 (h)	\$ 3.50										
Delinquent Charge - wastewater service	13-3-30 (h)	\$ 3.50										
Late Fee (SteamPlant, Public Works, Finance, Fire, Pool, Wastewater - 30 day delinquent, charged monthly) \$3.50 or 5% (whichever is greater)		\$3.50 or 5%										
Period of time after which service is subject to termination	13-3-50 (c)	45 days										
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00										
Account reinstatement charge (waived if shut-off fee paid)	13-03-80	\$ 40.00										

Notes

(1) All fixed fees are multiplied by the number of such units associated with each account.
(2) Fees for accessory dwelling unit apply unless use of property is legally restricted for non-rental use.
(3) Includes mixed-use developments in a single building where 50% or more of the ground floor is used for commercial, personal service and office uses, and other uses as approved by City Council.



Date revised: 12/21/2021

2022 Fees and Charges – Arts and Culture

TYPE OF SERVICE	FEE
Wedding Packages	
Wedding Packages include use of Ballroom, Plaza and Bride's Room. Tables and chairs for ballroom and plaza are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$4995 High Season: May – September, Sunday thru Friday - \$4500 Low Season: October – April, Monday thru Sunday - \$4500
Wedding Packages – Scout Hut at Riverside Park	
Wedding Packages include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only). Tables and chairs are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$3495 High Season: May – September, Sunday thru Friday - \$3000 Low Season: October – April, Monday thru Sunday - \$3000
Room Rental Fees	
Ballroom	\$225 per hour
Theater	\$500/8-hour event or \$100 per hour with a 2-hour minimum
Riverside Annex	One room – \$50 per hour Two rooms - \$90 per hour Full Annex - \$120 per hour
Plaza	\$125 per hour
Paquette Gallery	\$100 per hour
Scout Hut	Main Floor - \$35 per hour/no set up, unstaffed Main Floor - \$50 per hour/set up, staffed with a 2-hour minimum Lower Level - \$35 per hour/no set up, unstaffed Lower Level - \$50 per hour/set up, staffed with a 2-hour minimum
NOTE: Use of multiple rooms or multiple day event pricing may be determined by the Arts and Culture Director or designee on a case-by-case basis.	

12/16/2021

Audio/Visual Amenities	
A/V System per space (projector, 2 wireless microphones)	\$75
Plaza Sound System (up to 2 wireless microphones)	\$75
Plug and Play Music per space	\$25
Conference Phone/Owl	\$25
Scout Hut outdoor sound system	\$50
Live Streaming Service	\$50
Piano Rental	\$50
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.45/piece
Dessert/Salad Plates	\$0.35/piece
Silverware (fork, spoon, butter/steak knife)	\$0.35/piece
Table Linens	\$10.00+//linen
Miscellaneous Amenities	
Outdoor Heat Lamps	\$75/lamp
Ceremony Arbor	\$100
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$25 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$1 to \$2 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour



2022 Fees and Charges – Fire Department

TYPE OF SERVICE / FEE	FEE
-----------------------	-----

Commercial Business and Multi-Residential Plan Reviews: *Certificate of Occupancy Inspection (Final) included in fee schedule.*

0-1,000	Square Feet:	\$75
1,001-2,500	Square Feet:	\$100
2,501-5,000	Square Feet:	\$125
5,001-7,500	Square Feet:	\$225
7,501-10,000	Square Feet:	\$275
10,001-	Square Feet:	\$275+\$ 0.02 per square foot
Site Plans:		\$125
2nd Review of above plans:		No charge
Each Review Beyond 2nd:		\$ ½ of original fee

Note: The City of Salida reserves the right to send out plans to an outside reviewing agency and plan review charges will be based upon the amount charged by the reviewing agency.

Business Inspections:

New Business Fire Inspection Fees:	\$50 (Initial Visit) No charge (First Follow-up Visit) \$ 35 (Any additional follow-up visits)
Existing Business Inspections:	\$35(Initial Visit) No charge (First Follow-up Visit) Any additional follow up visits \$35 per
City Permitted Vendor/Food Truck Inspections	\$25

Additional User Fees:

Fire works:	
Retail Sales:	\$125
Fireworks Displays Safety Inspection:	\$125

Fire Reports (Copies):

Homeowner:	No charge
Commercial	No charge
Insurance Company:	\$25

Fire Investigation Reports: (Copies)

\$25+ any additional expenses

False Alarm Fees (within one calendar year)

6 th -10 th occurrence	\$50
11 th -15 th occurrence	\$100
Over 16 th occurrence	Discretionary

2022 Fees and Charges for Public Works Services

TYPE OF PERMIT / SERVICE / RENTAL	Fee
Sidewalk Permit	\$40.00
Driveway Permit	\$50.00
Street Cut Permit (One Lane), <i>\$1,000 Deposit Required</i>	\$200.00
Street Cut Permit (Two Lane) <i>\$1,500 Deposit Required</i>	\$300.00
Alley Cut Permit	\$125.00
Curb & Gutter Permit	\$45.00
Lateral Cuts in Asphalt	\$1.00/ft (\$40 min)
Boring under Asphalt Streets	\$150.00
Fire Hydrant Meter Rental	\$ 75(SET) + \$25/WK
Water Line Tap at Main Line – Physical Connection Fee (up to 1”)	\$275.00
Sewer Line Tap at Main Line – Physical Connection Fee (4”)	\$240.00 - \$400.00
Temporary Water Disconnection Fee (other than for non-payment on account)	1x annually – no charge; \$40.00/occurrence thereafter
Permanent Disconnection of Water Line	\$100.00
Municipal Worker Hourly Charge	\$45.00 / hr
Public Works Truck Charge	\$50.00 / hr
Public Works Equipment Charge	\$100.00 / hr

NOTES:

1. Any application may incur the cost of one or more of the above listed items.
2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including engineers, consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen days (15) of invoice.
3. All other fees are nonrefundable.
4. Permit fees shall be increased by the greater of \$100 or double the normal fee if work is started prior to issuance of permit.
5. Street cut permit requires a deposit of \$1,000/1-lane & \$1,500/2-lanes.
6. Public works municipal worker, trucks, and equipment charges apply to repairs to public property damage or other similar events.

WASTEWATER TREATMENT PLANT	Fee
Outside Lab Testing	
Biochemical Oxygen Demand	\$ 35.00
Carbonaceous BOD	\$ 35.00
Soluble BOD	\$ 35.00
Fecal Coliform	\$ 35.00
E Coli	\$ 35.00
Total Coliform	\$ 35.00
Total Suspended Solids	\$ 35.00
Total Dissolved Solids	\$ 17.50
Conductivity	\$ 17.50
Distillation for Nitrate & Nitrite	\$ 35.00
Ammonia Nitrogen	\$ 41.00
Nitrate Nitrogen	\$ 17.50
Nitrite Nitrogen	\$ 17.50
Total Kjeldahl Nitrogen	\$ 30.00
Oil & Grease	\$ 118.00
pH	\$ 2.30
Total Solids	\$ 17.50
Volatile Solids	\$ 17.50
Alkalinity	\$ 17.50
Volatile Acids	\$ 46.00
Total Organic Carbon	\$ 77.00
Sulfates	\$ 17.50
Chlorides	\$ 17.50
Iron	\$ 17.50
Sulfides	\$ 17.50
Total Inorganic Nitrogen	\$ 59.00
Total Phosphorous	\$ 59.00
Total Nitrogen	\$ 59.00
Hardness	\$ 17.50
Hourly Rate Charge	\$45.00
Dump Fees	
Charter buses	\$28.00
1,000 gallons of septage waste	\$106.00
Grease (tiered rates):	
- up to 50 gallons	\$37.50/total
- 51+ gallons	\$0.60/gal



2022 Parks and Recreation Rental Rates and Fees :

The Department of Parks and Recreation, along with the Salida City Council and the Parks, Recreation, Open Space and Trails Advisory Board, engaged in cost recovery/subsidy and financial strategy work in 2020. Through this work, service categories and subsidy goals were established for the services that the Department offers. Where applicable, the service category is listed for the service offered in the following tables. The Department is comparing subsidy goals to current fees and a draft financial support and sustainability plan to determine appropriate fees in 2022. Additionally, Pool Access has changed dramatically due to COVID 19. Memberships were placed on hold and all visits require registration. Memberships (including health insurance based membership - Silver Sneakers) are being offered again in 2022. Daily pass prices are being increased by 30% and membership fees are being increased by 10% as per approval by the PROST board.

Park Amenity	Deposit under 50	Deposit 50 or more	Flat fee	Fee less than 4 hours	Fee 4 hours of more	Over night fee	Partner reduction (501(c)3 or Gov't)
Park - Riverside, Alpine	100	200	n/a	100	200	200	50%
Park - Marvin, Chisolm, Thonhoff, others	0	100	n/a	50	100	200	50%
Pavilion - Centennial	0	100	n/a	25	100	n/a	50%
Pavilion - Chisolm	0	100	n/a	25	100		50%
Band Shell - Riverside	200	200	40/hr	n/a	n/a	n/a	50%
Court - Centennial Basketball, Centennial Tennis	0	100	25/hr	n/a	n/a	n/a	n/a
Court - Alpine Basketball	50	100	50/hr	n/a	n/a	n/a	n/a
Picnic tables - All parks	0	0	0	n/a	n/a	n/a	n/a
BBQ - Centennial	0	0	0	n/a	n/a	n/a	n/a
Activity Bus	100	n/a	\$22	\$1/mile	\$1/mile	n/a	50%
Park water connection (each)	n/a	n/a	30	n/a	n/a	n/a	n/a
Park power connection (each)	n/a	n/a	30	n/a	n/a	n/a	n/a
Barricade delivered (1-50)	n/a	n/a	100	n/a	n/a	n/a	n/a
Barricade delivered (each additional 50)	n/a	n/a	75	n/a	n/a	n/a	n/a
Barricade picked up and returned by applicant	n/a	n/a	50	n/a	n/a	n/a	n/a
Cones picked up and returned by applicant	n/a	n/a	15	n/a	n/a	n/a	n/a
Cones Delivery	n/a	n/a	30				
Fencing delivered	n/a	n/a	100	n/a	n/a	n/a	n/a
Sprinkler flagging (for vehicles in parks)	n/a	n/a	100	n/a	n/a	n/a	n/a
Street Closure fee	n/a	n/a	0	n/a	n/a	n/a	n/a

*Paying the rental fee for an amenity grants exclusive use of that amenity. The responsibility is on the renter to provide the receipt of the rental to clarify for any existing users on the day of the rental.



Activities	Fee	Service category	CR % goal
Babysitting Class	\$100	Community Ed	5-20%
First Aid & CPR	\$50	Community Ed	5-20%
Lifeguarding Class	\$200	Community Ed	5-20%
Water Safety Instructor Class	\$200	Community Ed	5-20%
Learn to Swim Lesson	\$50	Community Ed	5-20%
Private Lessons	\$25	Private	100-120%
Longfellow Swim Lessons	\$5200	Community Event	10-20%
Montessori Swim Lessons	\$500	Community Event	10-20%
Splash	\$5	Recreational intro skill	30-50%
Arthritis	\$3	Recreational intro skill	30-50%
Cardio Splash	\$5	Recreational intro skill	30-50%
Adult Coached Swim	\$5	Recreational intro skill	30-50%
Water Yoga Class	\$5	Recreational intro skill	30-50%
Aquabike Class	\$8	Recreational intro skill	30-50%
Water Pilates	\$5	Recreational intro skill	30-50%
SUP Class	\$8	Recreational intro skill	30-50%
Youth Summer Swim Team	\$105	Facility Rental	90-100%
High School Swim Team	\$500	Facility Rental	90-100%
Kayaking	\$15	Recreational intro skill	30-50%
Kayak Polo	\$12	Recreational intro skill	30-50%
Indoor Pickleball- Daily	\$5	Monitored Open Access	50-70%
Indoor Pickleball- 5 visit pass	\$22.50	Monitored Open Access	50-70%
Indoor Pickleball- 10 visit pass	\$40	Monitored Open Access	50-70%
Underwater Easter Egg Hunt	\$7	Community Event	10-20%



Pool access	Fee	Service category	CR % goal
2022 schedule			
Daily Rate - Adult 18 yrs & older	\$14	Monitored open access	0-10%
Daily Rate - Youth 6yrs - 17yrs	\$7	Monitored open access	0-10%
Daily Rate- Child 5yrs & under	\$4	Monitored open access	0-10%
Daily Rate - Military	\$10	Monitored open access	0-10%
Shower Only	\$6	Rental	90-100%
Locker rentals	\$2	Rental	90-100%
Discounted Rates - Adults 18yrs & older	\$10	Monitored open access	0-10%
Discounted Rates - Youth 6yrs - 17yrs	\$6	Monitored open access	0-10%
Discounted Rates - Child 5yrs & under	\$3	Monitored open access	0-10%
Soaking pools - Adult	\$17	Rental	90-100%
Soaking pools - Military	\$12	Rental	90-100%
Soaking pools - 2 Adults	\$26	Rental	90-100%
Soak and Swim - 1 Adult	\$18	Rental	90-100%
10 Visit Soaking Pool Pass	\$150	Rental	90-100%
Membership - One Year Single	\$275	Monitored open access	0-10%
Membership - 6 Months Single	\$160	Monitored open access	0-10%
Membership - One Year Family	\$550	Monitored open access	0-10%
Membership - 6 Month Family	\$319	Monitored open access	0-10%
Adult Access Pass	\$55	Monitored open access	0-10%
Youth Access Pass	\$55	Monitored open access	0-10%
Dive and Jive	\$5	Community Events	10-20%
Boys & Girls Club	\$3	Community Events	10-20%



Fee adjustment justification data

Salida Hot Springs Aquatics Center	Daily Adult	Hours	Daily Youth	Daily Child	Daily Fitness	Family annual	Family 6 month	Annual \$ savings b/w 6 and 12 mo	Annual % savings/b/w 6 and 12 mo	Individual Annual	Individual 6 month	Annual \$ savings b/w 6 and 12 mo	% savings/b/w 6 and 12 mo	Access Pass (10)
Prior to COVID	\$11	12	\$5	\$3	\$6	\$500	\$290	\$80	16%	\$250	\$145	40	16%	\$50
During COVID	\$6	1.5	\$6	\$6	\$6	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$50
10% increase (pre COVID #'s)	\$12	12	\$6	\$3	\$7	\$550	\$319	\$88	18%	\$275	\$160	44	18%	\$55
20% increase (pre COVID #'s)	\$13	12	\$6	\$4	\$7	\$600	\$348	\$96	19%	\$300	\$174	48	19%	\$60
30% increase (pre COVID #'s)	\$14	12	\$7	\$4	\$8	\$650	\$377	\$104	21%	\$325	\$189	52	21%	\$65

Comparison Pricing	Daily Adult	Hours	Daily Youth	Daily Child	Daily Fitness	Basic Family annual	Basic Family 6 month	Seniors (we do not offer Senior Rate)	Other things to note:	Basic Individual Annual	Basic Individual 6 month	Basic Individual Month	Access Pass	Family Fitness
Joyful Journey	\$15	9	\$12	\$12	\$5	\$850 for 2 people	\$495 for 2 people	\$12 (65+)	Local's special for \$12. Children ages 5-14.	\$500	\$295	N/A	10/\$110	N/A
Mount Princeton	\$30-35 (Wk/WE)	12/7	\$25-30 (wk/WE)	\$25-30 (wk/WE)	\$10	N/A	N/A	\$25-30 (wk/WE)	Kids ages 4-15. Seniors 62+.	N/A	N/A	N/A	OCALS ONLY 20/\$150 Adult (\$7.50) 20/\$125 Senior (\$6.25) 20/\$130 Child (\$6.50)	N/A
Cottonwood	\$20/24 (Wk/WE)	18	\$18-20 (Wk/WE)	\$18-20 (Wk/WE)	N/A	N/A	N/A	N/A	Children ages 16 and under	N/A	N/A	N/A	OCALS ONLY 20/\$350 (\$17.50)	N/A
Valley View	\$15-17 (seasonal)	13	Free under 16	Free under 16	N/A	N/A	N/A	Discount given , but rate is not specified	Discounts and benefits based on annual member donation	N/A	N/A	N/A	N/A	N/A
Hooper/Sand Dunes	\$15 +5 greenhouse (ages 13+)	12	\$10 (ages 3-12)	Free (2 and under)	N/A	\$550	\$325	\$12 (65+)	College student and military discounts with ID \$12. Offer add-ons: family members, greenhouse admission.	\$350	\$200	\$60	N/A	N/A
Ouray (city owned)	\$18 (ages 18-61)	7	\$12 (ages 4-17)	Free (4 and under)	\$16 (for fitness center. No classes offered. To combo pool/fitness center =\$24)	add on options for passes	add on options for passes	add on options for passes	Resident and non-resident pricing	\$135R/\$165NR	N/A-3 month option for \$80R/NR	N/A	N/A	N/A
Glenwood Springs	\$26-37 (ages 13+)	12	\$18-23 (ages 3-12)	Free (2 and under)	\$44.50 (includes pool)	\$797 (parents + kids)	N/A	N/A daily, but \$261 annual		\$348	N/A	N/A	N/A	N/A
Steamboat -Old Town (501 c3)	25 (\$15+)	14	19 (ages 3-14)	Free (2 and under)	Included	N/A	N/A	\$22 (65+), 5 pack \$88, Annual \$548	Annual family \$1038	\$548 paid in full or \$55/month (contract)	*****4 month: \$268 paid in full (contract)	\$78 contract	N/A	N/A



Pre COVID and 2020-2021 schedule included for comparison

Pool access	Fee	Service category	CR % goal
2020-2021 schedule (COVID protocol)			
1.5 hour pool access individual purchase	\$6	COVID 19	-
1.5 hour pool access 10 pack purchase	\$50	COVID 19	-
Before & After hour pool rentals	\$60+	Private Rentals	90-100%
Pre-COVID -19 schedule			
Daily Rate - Adult 18 yrs & older	\$11	Monitored open access	0-10%
Daily Rate - Youth 6yrs - 17yrs	\$5	Monitored open access	0-10%
Daily Rate- Child 5yrs & under	\$3	Monitored open access	0-10%
Daily Rate - Military	\$9	Monitored open access	0-10%
Shower Only	\$5	Rental	90-100%
Locker rentals	\$1	Rental	90-100%
Discounted Rates - Adults 18yrs & older	\$5	Monitored open access	0-10%
Discounted Rates - Youth 6yrs - 17yrs	\$3	Monitored open access	0-10%
Discounted Rates - Child 5yrs & under	\$2	Monitored open access	0-10%
Soaking pools - Adult	\$15	Rental	90-100%
Soaking pools - Military	\$10	Rental	90-100%
Soaking pools - 2 Adults	\$23	Rental	90-100%
Soak and Swim - 1 Adult	\$18	Rental	90-100%
10 Visit Soaking Pool Pass	\$125	Rental	90-100%
Membership - One Year Single	\$250	Monitored open access	0-10%
Membership - 6 Months Single	\$145	Monitored open access	0-10%
Membership - One Year Family	\$500	Monitored open access	0-10%
Membership - 6 Month Family	\$290	Monitored open access	0-10%
Adult Access Pass	\$75	Monitored open access	0-10%
Youth Access Pass	\$37.50	Monitored open access	0-10%
Dive and Jive	\$5	Community Events	10-20%
Boys & Girls Club	\$3	Community Events	10-20%



Refund Policies:

Pass/Membership Refund Policy:

All Salida Hot Springs Aquatic Center passes and memberships are non-refundable and non-transferable starting January 1st, 2021.

Hardship Termination Criteria:

The following criteria must be met to qualify for a hardship refund:

- A job transfer outside a 25 mile radius of Salida. The pass or membership holder must provide a letter from their Human Resources Department stating that they are being transferred or have a new position.
- In case of medical condition the following options are available:
 - A Salida Hot Springs Aquatic Center passholder, member or class registrant may receive a refund if they provide a letter from their physician stating that they are on a medical restriction of an indefinite nature.
 - A Salida Hot Springs Aquatic Center pass or membership can be put on hold and the expiration extended if the participant provides a letter from a physician stating how long they are on a medical restriction.

Program Refund Policy for Cancelled Classes:

If a class is cancelled or closed, you will receive a full refund in the form of a check or credit card refund. There are no cash refunds and a refund can take approximately three weeks to process.

Refund prior to the Class:

Refunds will be made only before the start of the class or activity if the client gives 24 hour notice or the client presents an acceptable hardship termination notice.

Refunds after the class:

Refunds will only be made after the class if the client presents an acceptable hardship termination notice.

Fees and Charges for Development Services 2022

TYPE OF APPLICATION	FEE
Administrative Review (unless specified below)	\$200.00
Accessory Dwelling Unit (ADU)	\$200.00 to be applied toward subsequent building permit
Administrative conditional use	\$250.00
Administrative variance	\$250.00
Amended plat	\$250.00
Lot line adjustment/elimination/duplex conversion	\$300.00
Limited Impact Review (unless specified below)	\$500.00
Variance (reviewed by Board of Adjustment)	\$500.00
Nonresidential or mixed-use 20,001 s.f.-50,000 s.f. gross floor area	\$500.00
Large alteration	\$500.00
Minor subdivision	\$550.00 + \$50.00/lot
Conditional use permit	\$500.00
Major Impact Review (unless specified below)	\$1,250.00
Multi-family, 20 or more units in project, without regard to phasing ²	\$1,250.00
Nonresidential or mixed-use, 50,001 sq. ft. >greater gross floor area ²	\$1,250.00
Planned development ²	\$1250.00
Rezoning ²	\$500.00
Right-of-way vacation ²	\$500.00
Plat vacation ²	\$500.00
Major subdivision ²	\$1250.00 + \$50.00/lot
Other types of applications	
Sign Permit Review	\$50.00
Creative Sign	\$100.00
Comprehensive Sign Plan Review	\$50.00
Annexation ²	\$1000.00
Pre-Annexation agreement ²	\$500.00
Building Permit (Commercial & Multi-family)	20% of Building Dept or \$100.00 Minimum
Building Permit (Residential)	20% of Building Dept or \$50.00 Minimum
License to encroach ²	\$150.00
Certificate of Approval	Minor \$50.00 / Major \$100.00
Designation of a Historic Landmark, District or Site	\$150.00
Appeal-decision of Commission or Board or Interpretation ²	\$150.00
Recording of Plats	Per Chaffee County Clerk & Recorder fee schedule
Developer or Business Parking Occupier Fee for Central Business Economic Overlay per Section 16-5-90	\$250 per space per year for 10 years; or \$2,500 per space
Fee in lieu of open space fees (residential subdivisions)	\$3,000.00 per residential
Fee in lieu of Fair Contributions to public School sites	\$444.66
Fee in lieu of open space fees (Condominiums with 5 or more)	\$2,000.00 per condo unit
Can and Will Serve Letter ²	\$ 200.00
Title 32 Special District Service Plan ²	\$ 1,000.00

1. Any application may incur the cost of one or more of the above listed items.
2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen (15) days of invoice.

Inclusionary Housing In-Lieu Fees:

If an applicant chooses to pay an in-lieu fee for all or part of the inclusionary housing required for the project, the fee shall be calculated as described here and be due no later than issuance of the building permit.

- (a) Annexations, Planned Developments, Major Subdivisions, and Condominium Plats of Five (5) Units or More: The in-lieu fee shall be the following for each non-restricted for-sale unit within the development:

$$\frac{\text{AHR} - \text{AHP}}{\text{AHR}} \times \$16.51 \text{ per square foot of the principal unit (excluding garage)}$$

Where: AHR = Affordable Housing Units Required
AHP = Affordable Housing Units Provided

* The in-lieu fee for attached rental units (duplex units and greater) under single ownership and on the same lot shall be \$3.00 per square foot of the rental unit (excluding garages). Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion.

- (b) Minor Subdivisions: The in-lieu fee shall be the following for each non-restricted for-sale unit within the development:

$$\frac{\text{AHR} - \text{AHP}}{\text{AHR}} \times \$8.26 \text{ per square foot of the principal unit (excluding garage)}$$

Where: AHR = Affordable Housing Units Required
AHP = Affordable Housing Units Provided

* The in-lieu fee for attached rental units (duplex units and greater) under single ownership and on the same lot shall be \$3.00 per square foot of the rental unit (excluding garages). Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion.

2022 SPD COURT FINE SCHEDULE

Item 14.

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
BICYCLES					
MTC 1412	Unlawful Number of Persons on Bicycle	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Attached Himself to Motor Vehicle	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride in Right-hand Lane as Required	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride on Right Side of Lane When Being Overtaken	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride Single File When Required	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Keep at Least One Hand on Handlebars	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Intending to Turn Left Disregarded Official Traffic Control Device	924	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Signal Intention to (Turn/Stop)	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Yield Right of Way to Pedestrian	925	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Front Lamp Visible 500 Feet to Front	931	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Red Reflector Visible 600 Feet to Rear	931	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Side Reflective Material or Lamps	931	\$50	\$30+\$5	0
EQUIPMENT					
MTC 202	Drove a Defective/Unsafe Vehicle	542	\$50	\$30+\$5	2
MTC 223	(Motorcycle/Motorized Bicycle/ Bicycle with Motor Not Equipped With One Brake	548	\$50	\$30+\$5	2
MTC 224	Unlawful use of Horn	551	\$25	\$30+\$5	0
MTC 224	Vehicle Had (No/Defective) Horn	550	\$25	\$30+\$5	0
MTC 225	Vehicle Had (Defective/Improper/No) Mufflers	552	\$25	\$30+\$5	0
MTC 226	Vehicle Did Not Have Rearview Mirror(s)	553	\$25	\$30+\$5	0
MTC 226	Rearview Mirror Did not permit minimum 200ft vision	554	\$25	\$30+\$5	0
MTC 226	Windows had certain materials prohibiting view	554	\$25	\$30+\$5	0
MTC 227	Vehicle Had (No/Defective) Windshield Wipers	555	\$25	\$30+\$5	0
MTC 228	Operated a Vehicle With (Improper/Unsafe) Tires	556	\$25	\$30+\$5	0
MTC 229	Vehicle Not Equipped With (Front Windshield Safety Glass in Front Windshield)	572	\$25	\$30+\$5	0
MTC 1411	Drove Vehicle While Wearing Earphones	467	\$25	\$30+\$5	0
MTC 502	Vehicle Had (Chains/Rope/Wire) (Swinging Dragging/Projecting) from Vehicle	561	\$25	\$30+\$5	0
MTC 608	Vehicle Not Equipped With Turn Signals as Required	540	\$25	\$30+\$5	0
MTC 610	Displayed Unauthorized Insignia on a Public Roadway	541	\$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle	956	SUMMONS		4
MTC 1409	Failed to Present Evidence of Insurance	957	SUMMONS		4
MTC 233	Alteration of Suspension System		\$25	\$30+\$5	0
MTC 234	Slow-moving vehicles - display of emblem	565	\$25	\$30+\$5	0

2022 SPD COURT FINE SCHEDULE

Item 14.

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
IMPROPER/RECKLESS/CARELESS DRIVING AND ACTIONS					
MTC 710	Drove Vehicle Upon Sidewalk	166	\$75	\$30 +\$5	3
MTC 711	Drove Vehicle Improperly on Mountain Highway	146	\$75	\$30+\$5	3
MTC 1008	Following Too Closely	142	\$100	\$30 +\$5	4
MTC 1008	Unlawful Following By Vehicle Drawing another v	165	\$100	\$30+\$5	4
MTC 1401	Reckless Driving	140	SUMMONS		8
MTC 1402	Careless Driving	141	\$110	\$30+\$5	4
MTC 1402	Careless Driving Caused Bodily Injury	139	SUMMONS		4
MTC 1404	Drove Vehicle Over Fire Hose	150	\$25	\$30+\$5	0
MTC 1413	Eluding or attempting to elude a police officer	O11	SUMMONS		12
MTC 1211	Limitations on Backing	153	\$50	\$30+\$5	2
INTERFERENCE					
MTC 107	Disregarded (Lawful Order/ Direction of Police Officer Directing Traffic	900	SUMMONS		3
LANE USAGE					
MTC 1007	Changed Lanes When Unsafe	221	\$75	\$30+\$5	3
MTC 1007	Failed to Drive in a Single Lane	223	\$75	\$30 +\$5	3
MTC 1007	Failed to Drive in Designated Lane	225	\$75	\$30+\$5	3
LIGHTS & REFLECTORS					
MTC 204	Failed to Display Lamps When Required	611	\$50	\$30+\$5	2
MTC 202	Operated Vehicle With Defective/Missing Head Lam	609	\$25	\$30 +\$5	1
MTC 205	Motor Vehicle Not Equiped with Head Lamps as Required	613	\$25	\$30+\$5	0
MTC 205	Motorcycle Not Equiped With Head Lamps as Requir	614	\$25	\$30 +\$5	0
MTC 206	Vehicle not Equiped with Tail Lamps As Required	615	\$25	\$30+\$5	0
MTC 206	Vehicle had (No/Defective) License Plate lamps	619	\$25	\$30 +\$5	0
MTC 208	Vehicle had (No/Defective) Stop Lights	623	\$25	\$30+\$5	0
MTC 217	Failed to Dim Lights When Approaching an Oncoming Vehicle	632	\$50	\$30 +\$5	2
MTC 217	Failed to Dim Lights When Following Another Vehicle	632	\$50	\$30+\$5	2
	Displayed more than 4 Lamps When Prohibited				
MTC 219	Drove on Highway with Park Light When	635	\$25	\$30 +\$5	0
MTC 231	Headlights Required	642	\$25	\$30+\$5	0
	Lamps on motor vehicles - additional requirements.				
MTC 205.5	Lamps on farm equipment & other vehicles and e	613	\$25	\$30 +\$5	0
MTC 211	Spot lamps and auxiliary lamps.	543	\$25	\$30+\$5	0
MTC 212	Lamps or flag on projecting load	544	\$25	\$30 +\$5	0
MTC 209	Vehicle had (No/Defective) Turn Signals	543	\$25	\$30+\$5	0
MTC 208		624	\$25	\$30+\$5	0

2022 SPD COURT FINE SCHEDULE

Item 14.

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
Motorcycles					
MTC 232	Motorcycle (operator/passenger) had no Protective Eye ware as Required	161	\$25	\$30 +\$5	0
MTC 1502	Motorcycle (operator/passenger) under 18 Not Wearing an Approved Protective Helmet (Primary)	170	\$75	\$30+\$5	3
MTC 1502	Improper Riding on Motorcycle: State Violation	157	\$75	\$30 +\$5	3
MTC 1503	Illegal Operation of Motorcycle on Laned Roads	226	\$75	\$30+\$5	3
MTC 1504	Person on Motorcycle clung to Another Vehicle	158	\$75	\$30 +\$5	3
MOTORIZED BICYCLES/MOTOR-DRIVRN CYCLES					
MTC 109	Low-power scooters, animals, skis, skates, & toy veh highway	925	\$25	\$30 +\$5	0
MTC 220	Motor-Driven Cycle Not Equipped With Head Lamp as Required	931	\$25	\$30+\$5	0
MTC 220	Motorized Bicycle Did Not Have (Lamp/ Reflector Audible Signal/Brake) as required	931	\$25	\$30 +\$5	0
MTC 109.5	Low Speed electric vehicles	0	\$25	\$30 +\$5	0
Obstructed/Obscured Vison-Interface With Driver					
MTC 201	Number of persons in front seat of vehicle obstructed	450	\$25	\$30 +\$5	0
MTC 201	Driver of Vehicle Allowed Passenger to Ride in an Unsafe Manner	457	\$25	\$30+\$5	0
MTC 201	Television Visible to Vehicle Operator	465	\$25	\$30 +\$5	0
MTC 201	Driver's Vision Obstructed Through Required Gla	452	\$25	\$30+\$5	0
MTC 201	Passenger in Vehicle (Interfered With Obstructed Vision of) Driver	453	\$25	\$30 +\$5	0
MTC 201	Person (Hung On/Attached Himself) to the Outside of Vehicle	456	\$25	\$30+\$5	0
MTC 201	Driver Permitted Person to (Hang On/Attach Himself to the Outside of Vehicle	457	\$25	\$30 +\$5	0
MTC 227	Material on (Windshield/Front Side Windows)Pre (Nontransparent/Metallic/Mirrored) Appearance (Note: Metallic/Mirrored Applies to Any Window	466	\$25	\$30+\$5	0
MTC 504	Projecting Load on Vehicle Obstructed Driver's Visio	462	\$25	\$30 +\$5	0
MTC 226	Load Obstructed View to Rear –No Mirrors	554	\$25	\$30+\$5	0
OVERSIZE/OVERWIDTH/OVERLENGTH LOAD/Projecting					
MTC 503	Load Projected Beyond Fender of Left Side of Passenger Vehicle	515	\$25	\$30 +\$5	0
MTC 503	Load Projected More Than 6 Inches on Right Side of Passenger Vehicle	516	\$25	\$30+\$5	0
MTC 504	Rear Projection of Load Exceeded 10 Feet	529	\$25	\$30 +\$5	0
MTC 504	Load Projected Beyond Grill Assembly or Front Wheels	517	\$25	\$30+\$5	0
MTC 209	Lamp or flag on projecting load	543	\$25	\$30 +\$5	0
MTC 506	Trailers and towed vehicles	473	\$25	\$30+\$5	0

2022 SPD COURT FINE SCHEDULE

Item 14.

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
PARKING VIOLATIONS					
MTC 210	Failed to Display Required Lights When Parked	350	\$25	\$30 +\$5	0
MTC 1202	(Stopped/Parked/Left Standing) Vehicle on Paved Portion of Highway	350	\$25	\$30+\$5	0
MTC 1203	Two Hour Parking	350	\$20	\$30 + \$5	0
MTC 1206	Failed to (Lock Ignition of/Remove Key From) Parked Vehicle	350	\$25	\$30 +\$5	0
MTC 1206	Parked Vehicle Without Setting Brakes	350	\$25	\$30+\$5	0
MTC 1206	Parked Vehicle on Grade Without Turning Wheels to Side of Curb	350	\$25	\$30 +\$5	0
MTC 1207	(Opened Door/Left Door Open) Into Lane of Traffic (When Not Safe/and Interfered With Traffic	916	\$25	\$30+\$5	0
MTC 1208	Improper Use of Disabled Parking Privileges When Not Disabled	362	\$100	\$30 +\$5	0
MTC 1211	Limitations on Backing	153	\$50	\$30+\$5	2
MTC 1204	Stopping, standing, or parking prohibited in specified places				
(1) A,B,C,D,E,F,G,H,I			\$30	\$30+\$5	0
(2) F			\$30	\$30+\$5	0
(3) A			\$30	\$30+\$5	0
(2) A,C,D			\$30	\$30+\$5	0
(1) E,F,J,K			\$30	\$30+\$5	0
(3) B			\$30	\$30+\$5	0
(2) E			\$30	\$30+\$5	0
MTC 1204	Parking in a Fire Lane		\$50	\$30+\$5	0
MTC 1205	Double Parking, Parked Facing Wrong Way, Parked Over 12" From		\$30	\$30+\$5	0

PASSING

MTC 802	Passed Vehicle Stopped for Pedestrian in (Marked Unmarked) Crosswalk	203	\$75	\$30 +\$5	3
MTC 1002	Failed to Yield One-Half of the Roadway to Oncoming Vehicle	190	\$100	\$30+\$5	4
MTC 1003	Passed on Left in Unsafe Manner	192	\$100	\$30 +\$5	4
MTC 1007	(Attempted to Pass/Passed) on Shoulder of Right Hand Traffic Lane	222	\$100	\$30+\$5	4

PEDESTRIAN/ANIMAL RIDER VIOLATIONS

MTC 802	Pedestrian Suddenly (Walked/Ran/Rode Bicycle Into Path of Vehicle	411	\$25	\$30 +\$5	0
MTC 805	(Pedestrian/Animal Rider) Failed to (Walk/ Ride) (Along/Upon) Roadway as Required	408	\$25	\$30+\$5	0
MTC 805	Pedestrian on Highway Under the Influence of (Alcohol or a Controlled Substance	803	Summons		0
MTC 801	Pedestrian obedience to traffic control devices a regulations	401	\$25	\$30+\$5	0
MTC 803	Crossing at other than crosswalks	407	\$25	\$30 +\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
RIGHT OF WAY (VEHICLE/PEDESTRIAN)					
MTC 604	Failed to Yield Right-of-Way on Right Turn After Stop at Red Light		370	\$75 \$30+\$5	3
MTC 701	Failed to Yield Right-of-Way as Required at Uncontrolled Intersection		371	\$75 \$30 +\$5	3
MTC 703	Failed to Yield at Yield Intersection		372	\$75 \$30+\$5	3
MTC 703	Failed to Yield Right-of-Way When Proceeding From Stop Sign		373	\$75 \$30 +\$5	3
RIGHT OF WAY (VEHICLE/PEDESTRIAN) (Cont...)					
MTC 704	Failed to Yield Right-of-Way Upon Entering Highw (Use when vehicle enters from any place other than a Roadway		374	\$75 \$30+\$5	3
MTC 705	Failed to Yield Right-of-Way to Emergency Vehicle		375	\$100 \$30 +\$5	4
MTC 705	Failed to Yield Right of Way to a Stationary Emergency Vehicle		141	\$100 \$30+\$5	4
MTC 710	Failed to Yield Right-of-Way to Pedestrian Upon Entering (Alley/Driveway/Building)		378	\$100 \$30 +\$5	4
MTC 712	Failed to Yield Right-of-Way to Authorized (Vehicl Pedestrian) in Highway Work Area		382	\$75 \$30+\$5	3
MTC 712	Failed to Yield Right-of-Way to Authorized Service Vehicle Displaying Flashing Yellow Light		382	\$75 \$30 +\$5	3
MTC 802	Failed to Yield Right-of-Way to Pedestrian in Crosswalk		376	\$100 \$30+\$5	4
MTC 802	Failed to Yield Right-of-Way to Pedestrian at Steady Walk Signal		377	\$100 \$30 +\$5	4
MTC 807	Driver Failed to Exercise Due Care for Pedestrian		381	\$100 \$30+\$5	4
MTC 808	Driver Failed to Yield Right-of-Way to Disabled Perso		380	Summons	6
MTC 710	Emerging from or entering alley, driveway, or bui		166	\$75 \$30+\$5	3
SAFETY BELT/RESTRAINT					
MTC 236	Failed to (Provide/Properly Use) Rear Facing Chil Restraint System (Less than 1 Year Old and Less Than 20 Lbs) (Primary)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Forward Facing Chil Restraint System (1 - 3 Years of Age/ More Than 20 lbs but Less Than 40 lbs) (Primary)		574	\$50 \$30 +\$5	0
MTC 236(2)(b)(l)	Failed to (Provide/Properly Use) An Approved Child Restraint System (4-5 Years of Age Less Than 55 Inches Tall) (Secondary Offense)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Seatbelt (6-17Years of Age or More than 55" Tall) (Primary)		574	\$50 \$30 +\$5	0
MTC 237	Drove Vehicle When Safety Belt Not in Use		575	\$50 \$30+\$5	0
MTC 237	Drove Vehicle When Front Seat Passenger Not Secured By Safety Belt		960	\$50 \$30 +\$5	0
MTC 1405	Riding in trailers		156	\$50 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
SCHOOL BUS					
MTC 1903	Failed to Stop for Stopped School Bus Displayin Flashing Red Lights		420	Summons	6
MTC 1903	School Bus Driver Failed to Actuate Visual Signals as Required		422	Summons	2
MTC 1903	School Bus Driver Failed to Stop as Required		421	Summons	3
SIGNALING					
MTC 903	(Failed to Signal as Required/Gave Improper Sign for Turn/Stop/Sudden Decrease in Speed		433	\$50 \$30+\$5	2
MTC 903	Improper Use of Flashing Turn Signal		433	\$50 \$30 +\$5	2
MTC 608	Failed to Use Turn Signals		433	\$50 \$30+\$5	2
MTC 609	Method of giving hand and arm signals		433	\$50 \$30 +\$5	2
SPEEDING					
MTC 1101	Speeding (1-4 MPH Over Limit)	O20	\$50	\$30+\$5	0
MTC 1101	Speeding (5-9 MPH Over Limit)	OO4	\$70	\$30+\$5	1
MTC 1101	Speeding (10-19 MPH Over Limit)	OO5	\$120	\$30+\$5	4
MTC 1101	Speeding (20-24 MPH Over Limit)	OO6	\$150	\$30+\$5	6
MTC 1101	Speeding (25-39 MPH Over Limit)	OO6	Summons		6
MTC 1101	Speeding (40 MPH Over Limit)	O16	Summons		12
MTC 1101	Exceeded Safe Speeds for Conditions Indicate Actual speed/Safe Speed	OO7	\$75	\$30+\$5	3
MTC 1103	Impeded Normal Flow of Traffic	OO8	\$75	\$30+\$5	3
MTC 1105	Engaged in Exhibition of Speed	O17	Summons		5
SPILLING LOADS – DAMAGING HIGHWAY					
MTC 512	Damaged (Highway/Highway Structure)		495	\$25 \$30+\$5	0
MTC 1406	(Left/Deposited/Threw) Foreign Matter on Highway		490	\$25 \$30 +\$5	0
MTC 1406	(Left/Deposited/Threw) Burning Material from a Motor Vehicle		491	Summons	0
MTC 1406	Failed to Remove (Lighted/Burning) Matter (Left/Deposited Thrown) on Highway		491	\$25 \$30 +\$5	0
MTC 1407	Spilled Load on Highway/Failed to Cover Load No Flaps When Required		494	\$25 \$30+\$5	0
TRAFFIC CONTROLS					
MTC 106	Disobeyed Sign Closing Highway for (Construction/Event)		999	\$25 \$30+\$5	0
MTC 603	(Failed to Observe/Disregarded) Traffic Control Devi		300	\$100 \$30 +\$5	4
MTC 604	Failed to Obey Traffic Control Signal		304	\$100 \$30+\$5	4
MTC 604	Failed to Stop for Traffic Control Signal at Place Required		305	\$100 \$30 +\$5	4
MTC 606	Displayed Unauthorized (Sign/ Signal/Marking/De		311	\$25 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
MTC 607	Attempted to/Remove/Altered/Defaced/Knocked Dow	314	\$25	\$30 +\$5	0

TRAFFIC CONTROLS (Cont...)

MTC 612	Failed to Proceed (With Caution/as Required) at Inoperative or Malfunctioning Control Signal	320	\$100	\$30+\$5	4
MTC 703	(Disregarded/Failed to Stop as Required at) Stop Sign at Through Highway	319	\$100	\$30 +\$5	4
MTC 712	Disregarded (Instructions/Signals) of Authorized Person in Highway Work Area	914	\$75	\$30+\$5	3
MTC 605	Flashing signals	310	\$100	\$30 +\$5	4
MTC 709	Stop when traffic obstructed	952	\$50	\$30+\$5	2

TURNS

MTC 702	Failed to Yield Right-of-Way When Turning Left in Front of Approaching Traffic	278	\$75	\$30+\$5	3
MTC 901	Made Right Turn From Wrong (Position/Lane)	274	\$75	\$30 +\$5	3
MTC 901	Made Left Turn From Wrong (Position/Lane)	273	\$75	\$30+\$5	3
MTC 901	Made Improper Left Turn at Multi-turn Intersection	280	\$75	\$30 +\$5	3
MTC 902	Made unsafe U-Turn at Intersection	270	\$75	\$30+\$5	3

WRONG WAY/WRONG SIDE

MTC 1001	Failed to Drive Vehicle (On Right Side OF Road/ In Right-hand Lane) as Required	250	\$100	\$30 +\$5	4
MTC 1006	Drove Vehicle Wrong Way on One-Way Roadway	280	\$75	\$30+\$5	3

MISCELLANEOUS

MTC 239	Person under 18 years using a cell phone while driv	0	\$25	\$30 +\$5	0
MTC 239	Driver texting or conducting data entry while driv	0	\$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle	956	SUMMONS		4

SCC	CHARGE	FINE	CC+VA
SALIDA CITY CODE		Fine	CC+VA
ANIMAL CONTROL			
SCC 7-5-250	Failed to Restrain and Confine Animal (At Large) 1st Offense (Within 12 Months)	\$35	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 7-5-220	Nuisance Animal-Barking Dog		
	1st Offense (Within 12 Months)	\$25	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 11-6-70	Prohibited Acts and Conditions- Dogs in parks	\$25	\$30 +\$5
Alcohol/Tobacco/Drugs Charges			
SCC 10-7-30 E	Open Container in Vehicle	\$75	\$30 +\$5
SCC 10 -7-30	Possession/Consumption of Alcoholic beverages in certain plac	\$100	\$30+\$5
SCC 10-6-70	Possession of Tobacco by a Minor	\$50	\$30 +\$5
SCC 10-7-10	Illegal possession/consumption of Alcohol by an underage pers		Summons
SCC 10-7-60	Possession of Drug Paraphernalia		Summons
SCC 10-7-70	Possession of Cannabis		Summons
PUBLIC DECENCY			
SCC 10 -5-140	Urinating In Public	\$75	\$30 +\$5
SCC 10-5-130	Public Nudity	\$75	\$30+\$5
SCC 10-3-90	Spitting/Littering	\$100	\$30 +\$5
Noise Violations			
SCC 10-9-50	Prohibited Noise Activities	\$50	\$30 +\$5
SCC 10-9-60	Motor Vehicle Noise Prohibited	\$50	\$30+\$5
PUBLIC PARK VIOLATIONS			
SCC 11-6-10	Interference with Private Activities		SUMMONS
SCC 11-6-60	City Park Closure- Remaining After Dark	\$25	\$30 +\$5
SCC 11-6-50	Skating in Salida Skate Park W/O Protective Gear (Helmet and Pads)	\$50	\$30+\$5
SCC 10-3-30	Obstructing or Interfering with public way	\$50	\$30+\$5
SCC 11-6-20	Overnight Camping in Parks	\$50	\$30 +\$5
MISCELLANEOUS			
SCC 8-2-30	Riding Bicycle on Sidewalks	\$25	\$30 +\$5
SCC 8-2-40	Skateboards/Rollerblades on Sidewalks Within Prohibited Skating Limits	\$25	\$30+\$5
SCC 8-2-20	Squeal/Spin Tires- Lose Traction With Road	\$50	\$30 +\$5
SCC 8-2-50	Unnecessary Horn noise	\$25	\$30+\$5
SCC 13 3 90	Watering on Wrong Day/Time	\$25	\$30 +\$5
SCC 10-3-80	Improper Dumping of Garbage, Trash, & Dangerous Materials	\$100	\$30+\$5
SCC 10-5-50	ASSAULT		SUMMONS
SCC 10-5-10	Disorderly Conduct		SUMMONS
SCC 10-4-50	Theft		SUMMONS

SCC	CHARGE	SUMMONS FINE CC+VA
SCC 10-4-10	Criminal Mischief	
MISCELLANEOUS (cont....)		
SCC 11-3-10	Removal of Snow and Ice	\$25 \$30 +\$5
SCC 10-10-10	Fireworks	\$25 \$30+\$5
SCC 8-3-20	Abandoned or Inoperable Vehicles On a Public Way	\$75 \$30 +\$5
SCC 8-3-40	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$35 \$30+\$5
SCC 8-3-40 (B)	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$50 \$30+\$5
SCC 10-6-10	Curfew Violation	Summons
SCC 10-11-50	Unlawful acts-Smoking in Prohibited Areas	\$25 \$30+\$5
SCC 10-5-40	Loitering	\$25 \$30 +\$5



RECORDS 2022 FEE SCHEDULE

Police Reports: \$5 for the first 5 pages \$0.25 each additional page

Traffic Accident: \$7.50

Copy of Citation: \$5

CD's: \$20

Jump Drive: \$20

Research Fee: \$30/hour after first hour

Video:(i.e., Body Worn Cameras, surveillance videos) \$33.50/ hour

Email: original price of report

Fax: \$2.00 for 15 pages

Postage or Shipping: Actual Cost

Exemption: A “victim of a crime” is an applicant requesting a copy of a report in which they are listed as a victim. That report is provided to the applicant at no charge.

Please note: Accidents do not have “victims of crime”; therefore, all involved parties must pay for copies when requested.



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE December 21, 2021
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ITEM

Resolution 2021-44 – Approving Citizen Appointment to the Chaffee Housing Authority Pursuant to Section 2-7-10 of the Salida Municipal Code

BACKGROUND

Pursuant to provisions of the Salida Municipal Code, along with the Intergovernmental Agreement (IGA) approved under Resolution 2020-35 that created the Chaffee Housing Authority, the Salida City Council has authority to appoint two citizens to the Board of Directors of the CHA, along with at least one alternate to represent the City’s interests on the Board. The Board of Directors is made up of nine (9) members, each representing either the City of Salida, Town of Buena Vista, Chaffee County, or an at-large position. Currently, Councilmember Jane Templeton is one of the two appointed members for the City and has indicated that she would prefer to step away from that board. Her term is up in January of 2022.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends that the City Council appoint a member of the Council to represent the City’s interests on the Chaffee Housing Authority Board of Directors. This would provide for continuity and crossover between the City and the Housing Authority moving forward.

SUGGESTED MOTION

A City Councilmember should state, “I move to approve Resolution 2021-44, approving the following appointment to the Chaffee Housing Authority Board of Directors:

1. _____ as a member of the Board of Directors to the Chaffee Housing Authority, with a term to expire on January 1, 2024.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 44
(Series of 2021)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING CITIZEN APPOINTMENT TO THE CHAFFEE HOUSING AUTHORITY
PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE**

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 accordance with Section 2-7-10 of the Salida Municipal Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida’s boards and commissions; and

WHEREAS, on October 6, 2020, the City Council approved Resolution 2020-35, approving an Intergovernmental Agreement (IGA) creating a Multi-Jurisdictional Housing Authority, to be known as the Chaffee Housing Authority, in conjunction with Chaffee County and the Town of Buena Vista; and

WHEREAS, the IGA allows for the City Council to appoint two citizens to the Board of Directors of the Chaffee Housing Authority, along with an alternate representative; and

WHEREAS, after soliciting and interviewing candidates, the City Council wishes to fill one vacant Board of Directors vacancies; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida and Chaffee County through participation in the Chaffee Housing Authority; and

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code, the City Council shall confirm the appointments by majority vote.

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 appoints _____ as a member of the Board of Directors of the Chaffee Housing Authority; term to expire January 1, 2024.

RESOLVED, APPROVED, AND ADOPTED this 21st day of December, 2021.

CITY OF SALIDA

By: _____

Dan Shore, Mayor

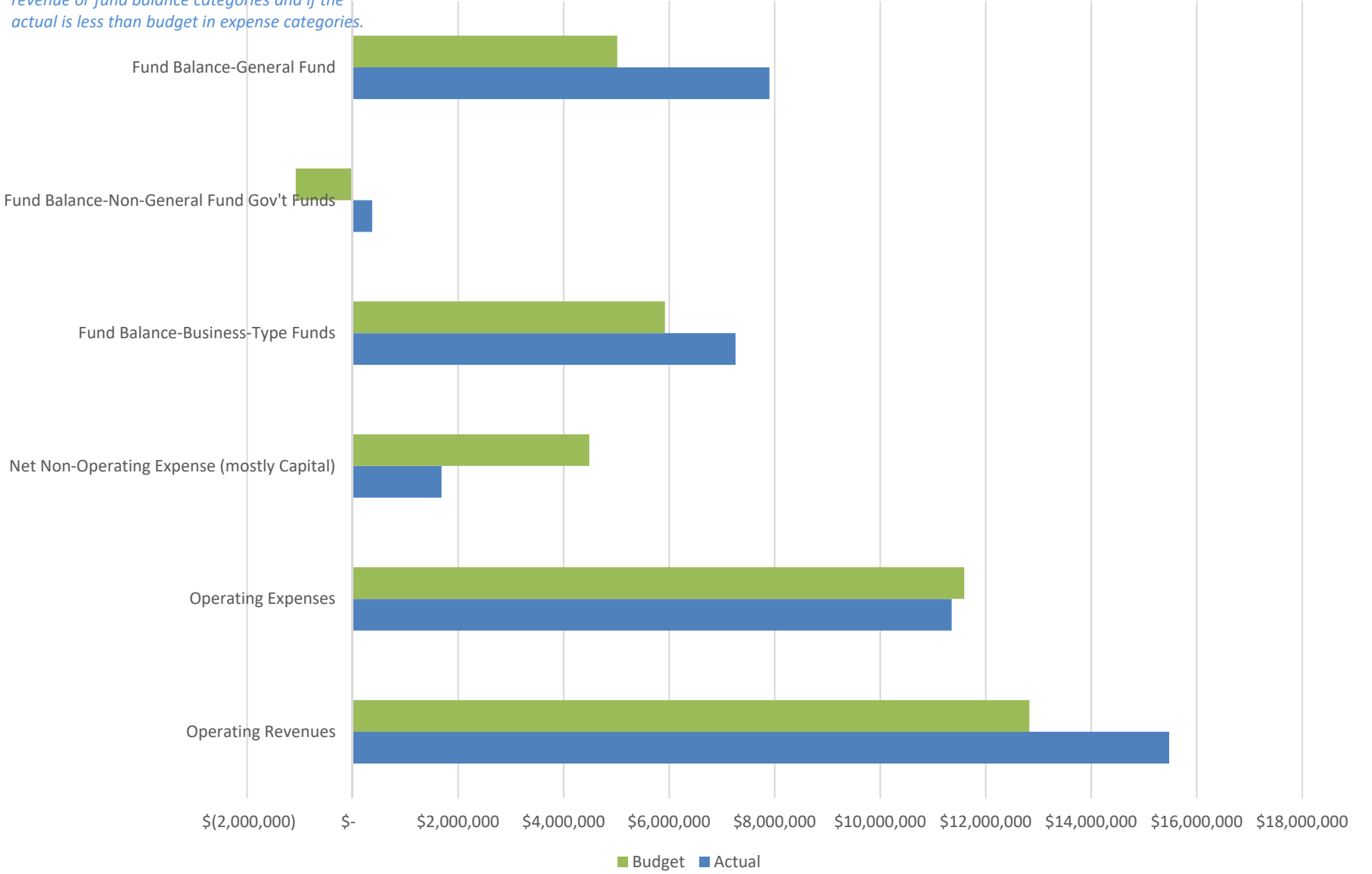
[SEAL]

ATTEST: _____

City Clerk/Deputy City Clerk

Budget to Actual Tracking-All Funds Ten Months Ending October 31, 2021

Note: It is generally considered "favorable" if actual (blue) is greater than budget (green) in revenue or fund balance categories and if the actual is less than budget in expense categories.



City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Ten Months Ending October 31, 2021

Percentage of year passed: 75%

	YTD October 2020	YTD October 2021	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1 <u>Operating Revenues</u>						
2 Tax Revenue (Sales, Lodging, Franchise fees)	\$ 4,133,330	\$ 5,099,603	\$ 4,203,692	(1) \$ 895,911	\$ 5,046,320	101.1%
3 Fees for General Services	165,304	192,002	161,394	30,608	193,750	99.1%
4 Fines & Forfeitures	40,020	41,253	53,312	(12,059)	64,000	64.5%
5 Licenses and Permits	65,228	81,026	23,324	57,702	28,000	289.4%
6 County sales tax and other intergovernmental revenue	2,355,033	2,863,125	2,182,044	681,081	2,619,500	109.3%
7 Fees for Recreation & Event Services	271,220	395,684	447,113	(51,429)	536,750	73.7%
8 Miscellaneous Revenue	216,409	190,863	165,771	25,092	199,000	95.9%
9 Total Operating Revenues	7,246,544	8,863,556	7,236,650	1,626,906	8,687,320	102.0%
10 <u>Operating Expenses</u>						
11 Cost of Sales	36,709	78,944	109,124	30,180	131,001	60.3%
12 Personnel	4,476,662	4,884,119	5,002,545	(2) 118,426	6,138,982	79.6%
13 Contracted Services	730,883	714,989	964,297	249,308	1,157,620	61.8%
14 Supplies & Materials	188,385	263,458	265,606	2,148	318,850	82.6%
15 Utilities	329,286	358,127	360,689	2,562	433,000	82.7%
16 Other Operating Costs ^	728,405	1,062,115	864,654	(197,461)	1,038,000	102.3%
17 Financing Obligations	226,603	220,535	221,000	(3) 465	253,635	86.9%
18 Total Operating Expenses	6,716,933	7,582,287	7,787,915	205,628	9,471,088	80.1%
19 Revenues over (under) expenses-operating only	\$ 529,611	\$ 1,281,269	\$ (551,265)	\$ 1,832,534	\$ (783,768)	-163.5%
20 <u>Non Operating Revenue and Expense ~</u>						
21 Capital Revenue	89,338	185,608	8,330	177,278	10,000	1856.1%
22 Grant Revenue	45,934	876,402	37,485	838,917	45,000	1947.6%
23 Net Transfers out (transfer made at year end)				-	(1,018,200)	0.0%
24 Capital Expenditures (\$500 - \$4,999)	(58,537)	(76,611)	(98,752)	22,141	(118,550)	64.6%
25 Capital Purchases & Improvements (\$5,000 +)	(268,851)	(139,723)	(154,855)	15,132	(185,900)	75.2%
26 Total (net) Non Operating Revenues & Expenses	\$ (192,116)	\$ 845,676	\$ (207,792)	\$ 1,053,468	\$ (1,267,650)	-66.7%
27 Revenues over (under) expenses	337,495	2,126,945	(759,057)	2,886,002	(2,051,418)	
28 Fund Balance at 1/1/21 (Unrestricted)		5,774,454	5,774,454		5,774,454	
29 Fund Balance at period end		\$ 7,901,399	\$ 5,015,397	2,886,002	\$ 3,723,036	

* YTD budget spread evenly throughout year except as noted in (1), (2) and (3)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Personnel budget spread based on how many of the 26 pay periods have been paid out YTD.

(3) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, community support, 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
Ten Months Ending October 31, 2021

Percentage of year passed: 75%

	YTD October 2020	YTD October 2021	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	\$ 2,686,837	\$ 3,258,544	\$ 2,612,016	(1) \$ 646,528	\$ 3,135,580	103.9%
3	49,747	46,870	41,650	5,220	50,000	93.7%
4	206,021	248,227	241,570	6,657	290,000	85.6%
5	2,751	(76)	1,666	(1,742)	2,000	-3.8%
6	2,945,356	3,553,565	2,896,902	656,663	3,477,580	102.2%
7	<u>Operating Expenses</u>					
8	281,012	334,569	328,947	(2) (5,622)	403,435	82.9%
9	303,651	167,997	230,421	62,424	238,200	70.5%
10	26,713	49,044	36,069	(12,975)	43,300	113.3%
11	274,932	487,459	207,667	(279,792)	249,300	195.5%
12	886,308	1,039,069	803,104	(235,965)	934,235	111.2%
13	\$ 2,059,048	\$ 2,514,496	\$ 2,093,798	\$ 420,698	\$ 2,543,345	98.9%
14	<u>Non Operating Revenue and Expense ~</u>					
15		699,985	1,100,780	(400,795)	1,321,176	53.0%
16	2,067	36,070	149,940	(113,870)	180,000	
17				-	1,018,200	
18	(1,289,699)	(3,767,134)	(5,309,091)	1,541,957	(6,373,057)	59.1%
19	\$ (1,287,632)	\$ (3,031,079)	\$ (4,058,371)	\$ 1,027,292	\$ (3,853,681)	78.7%
20	771,416	(516,583)	(1,964,573)	1,447,990	(1,310,336)	
21		888,678	888,678		888,678	
22		\$ 372,095	\$ (1,075,895)	1,447,990	\$ (421,658)	

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Personnel budget spread based on how many of the 26 pay periods have been paid out YTD.

~ Non operating revenues and expenses are related to capital equipment or projects including interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Repairs & Maintenance, lease expense, training, subscriptions, etc.

City of Salida
Budget Tracking Analysis - Business-Like Fund Types
Combined Funds: Water and Wastewater
Ten Months Ending October 31, 2021

Percentage of year passed: 75%

	YTD October 2020	YTD October 2021	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
<u>1</u> <u>Operating Revenues</u>						
<u>2</u> Fees for General Services	2,854,129	2,982,769	2,646,524	336,245	3,177,100	93.9%
<u>3</u> Miscellaneous Revenue	182,386	64,270	48,791	15,479	58,500	109.9%
<u>4</u> Total Operating Revenues	3,036,515	3,047,039	2,695,315	351,724	3,235,600	94.2%
<u>5</u> <u>Operating Expenses</u>						
<u>6</u> Personnel	1,041,693	1,074,681	1,098,863 (1)	24,182	1,347,735	79.7%
<u>7</u> Contracted Services	296,363	263,763	463,148	199,385	556,000	47.4%
<u>8</u> Supplies & Materials	118,513	98,407	127,324	28,917	152,850	64.4%
<u>9</u> Utilities	184,504	190,641	187,758	(2,883)	225,400	84.6%
<u>10</u> Other Operating Costs	279,493	300,019	315,124	15,105	378,300	79.3%
<u>11</u> Financing Obligations	793,808	806,513	811,675 (2)	5,162	974,400	82.8%
<u>12</u> Total Operating Expenses	2,714,374	2,734,024	3,003,892	269,868	3,634,685	75.2%
<u>13</u> Revenues over (under) expenses-operating only	\$ 322,141	\$ 313,015	\$ (308,577)	\$ 621,592	\$ (399,085)	-78.4%
<u>14</u> <u>Non Operating Revenue and Expense ~</u>						
<u>15</u> Capital Revenue (dev't fees, financing proceeds)	903,303	1,941,300	4,003,398	(2,062,098)	4,806,000	40.4%
<u>16</u> Capital Expenditures (\$500 - \$4,999)	(2,904)	(5,068)		(5,068)	-	
<u>17</u> Capital Purchases & Improvements (\$5,000 +)	(881,336)	(1,438,021)	(4,223,310)	2,785,289	(5,070,000)	28.4%
<u>18</u> Total (net) Non Operating Revenues & Expenses	\$ 19,063	\$ 498,211	\$ (219,912)	\$ 718,123	\$ (264,000)	-188.7%
<u>19</u> Revenues over (under) expenses	341,204	811,226	(528,489)	1,339,715	(663,085)	
<u>20</u> Fund Balance at 1/1/21 (Unrestricted)		6,448,009	6,448,009		6,448,009	
<u>21</u> Fund Balance at period end		\$ 7,259,235	\$ 5,919,520	1,339,715	\$ 5,784,924	

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Personnel budget spread based on how many of the 26 pay periods have been paid out YTD.

(2) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects, expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include insurance, repairs & maintenance, lease expense, training, etc.

CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
OCTOBER 2021



The City of Salida Sales Tax, Chaffee County Sales Tax, and Retail Marijuana Tax Report examines tax collections for the month of October 2021, which were remitted to the City of Salida in December 2021.

Summary Results for City Sales, Chaffee County Sales, and Retail Marijuana Taxes

October City sales tax collections increased by \$47,022 (6.7%) as compared to October 2020. The City's portion of Chaffee County sales tax collections was up \$42,130, an 18.7% increase over October 2020. The State allocation of the 15% Marijuana Tax was down by \$926 (-8.0%). In total, sales tax receipts are 9.4% higher for October and 22.3% higher year to date and are exceeding the amended budget projections by \$2,246,394 or 27.0% year to date. The budget in this presentation is spread throughout the year in the same (seasonal) proportion as actual collections in previous years (not evenly throughout the year).

Current Month							
	October 2021	October 2020	2021 - 2020 \$ Change	2021 - 2020 % Change	October 2021 Budget	2021 Budget \$ Variance	2021 Budget % Variance
3% Sales Tax	\$ 747,020	\$ 699,998	\$ 47,022	6.7%	\$ 613,561	\$ 133,459	21.8%
Shared County Tax	\$ 267,214	\$ 225,084	\$ 42,130	18.7%	\$ 194,740	\$ 72,474	37.2%
Marijuana	\$ 10,719	\$ 11,645	\$ (926)	-8.0%	\$ 7,708	\$ 3,010	39.1%
Total	\$ 1,024,953	\$ 936,726	\$ 88,227	9.4%	\$ 816,010	\$ 208,943	25.6%
Year to Date							
	YTD 2021	YTD 2020	2021 - 2020 \$ Change	2021 - 2020 % Change	YTD 2021 Budget	2021 Budget \$ Variance	2021 Budget % Variance
3% Sales Tax	\$ 7,758,438	\$ 6,397,230	\$ 1,361,208	21.3%	\$ 6,180,272	\$ 1,578,167	25.5%
Shared County Tax	\$ 2,705,556	\$ 2,139,152	\$ 566,404	26.5%	\$ 2,056,081	\$ 649,474	31.6%
Marijuana	\$ 100,140	\$ 104,707	\$ (4,568)	-4.4%	\$ 81,387	\$ 18,753	23.0%
Total	\$ 10,564,134	\$ 8,641,089	\$ 1,923,044	22.3%	\$ 8,317,739	\$ 2,246,394	27.0%

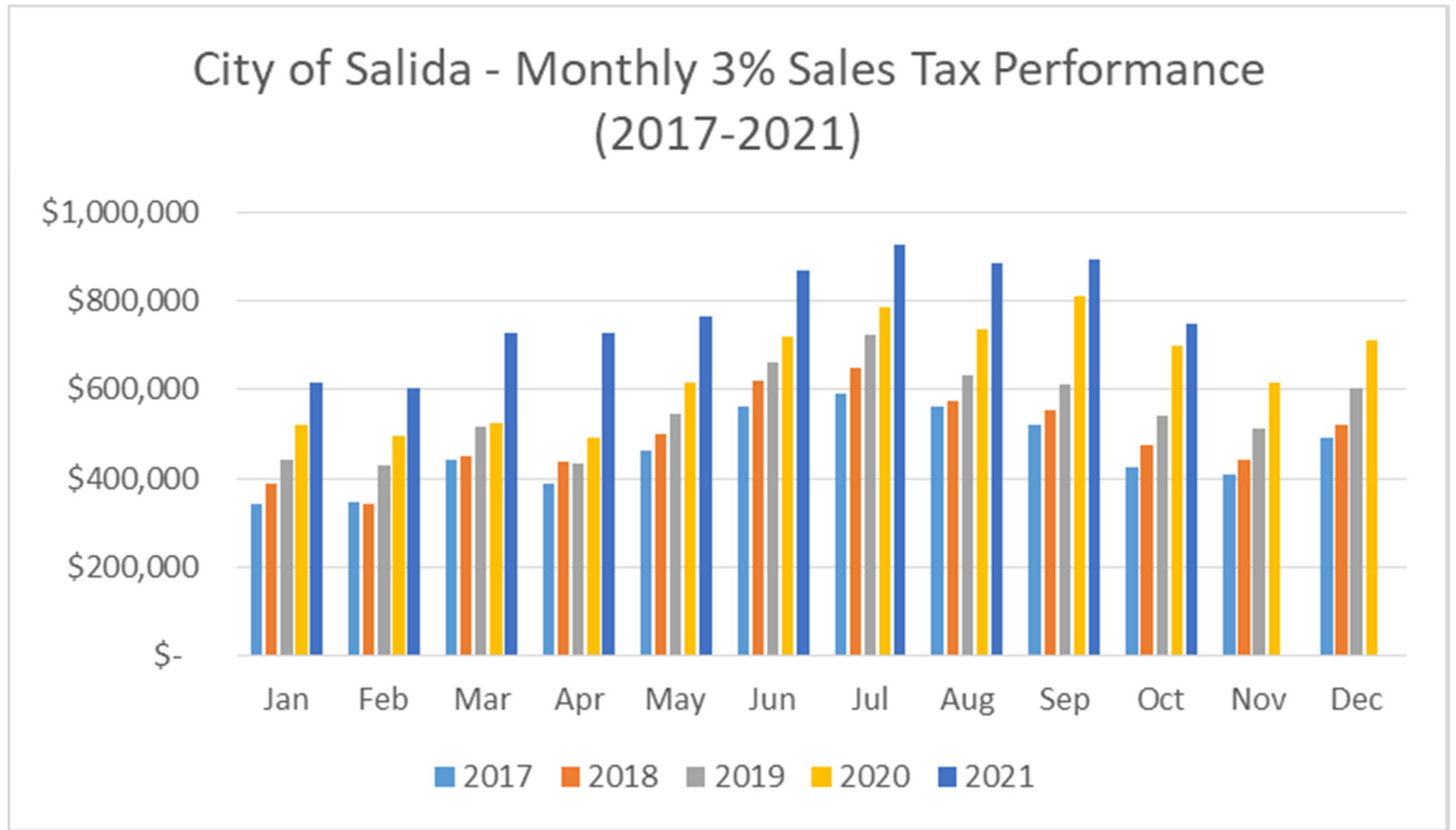
CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
OCTOBER 2021



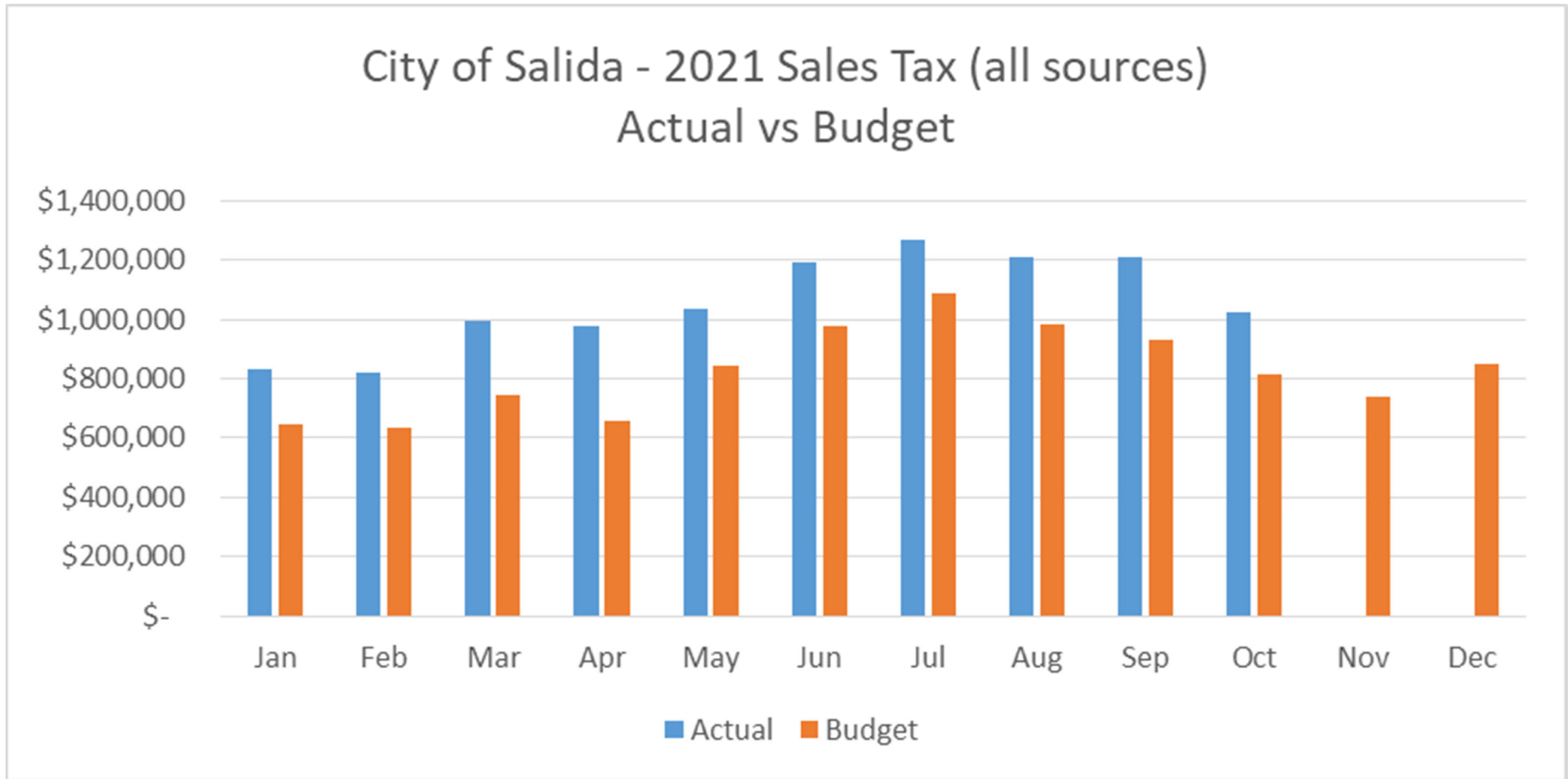
Below is the tracking by NAICS industry sector report for the 3% City sales tax collections.

NAICS Sector	Current Month				Year to Date			
	October 2021	October 2020	2021-2020 \$ Change	2021-2020 % Change	YTD 2021	YTD 2020	2021-2020 \$ Change	2021-2020 % Change
Retail Trade	\$ 485,670	\$ 476,744	\$ 8,926	1.9%	\$ 5,209,799	\$ 4,526,601	\$ 683,198	15.1%
Accommodation and Food Services	\$ 140,834	\$ 138,545	\$ 2,289	1.7%	\$ 1,471,877	\$ 1,051,175	\$ 420,702	40.0%
Manufacturing	\$ 22,055	\$ 23,104	\$ (1,049)	-4.5%	\$ 227,861	\$ 189,049	\$ 38,812	20.5%
Wholesale Trade	\$ 27,250	\$ 15,518	\$ 11,732	75.6%	\$ 230,846	\$ 152,392	\$ 78,454	51.5%
Construction	\$ 16,067	\$ 11,557	\$ 4,510	39.0%	\$ 119,838	\$ 87,918	\$ 31,920	36.3%
Information	\$ 9,431	\$ 5,431	\$ 4,000	73.6%	\$ 72,983	\$ 65,318	\$ 7,665	11.7%
Real Estate, Rental & Leasing	\$ 6,919	\$ 3,838	\$ 3,081	80.3%	\$ 54,558	\$ 37,578	\$ 16,980	45.2%
All Other	\$ 38,794	\$ 25,261	\$ 13,533	53.6%	\$ 370,676	\$ 287,200	\$ 83,476	29.1%
Total	\$ 747,020	\$ 699,998	\$ 47,022	6.7%	\$ 7,758,438	\$ 6,397,230	\$ 1,361,208	21.3%

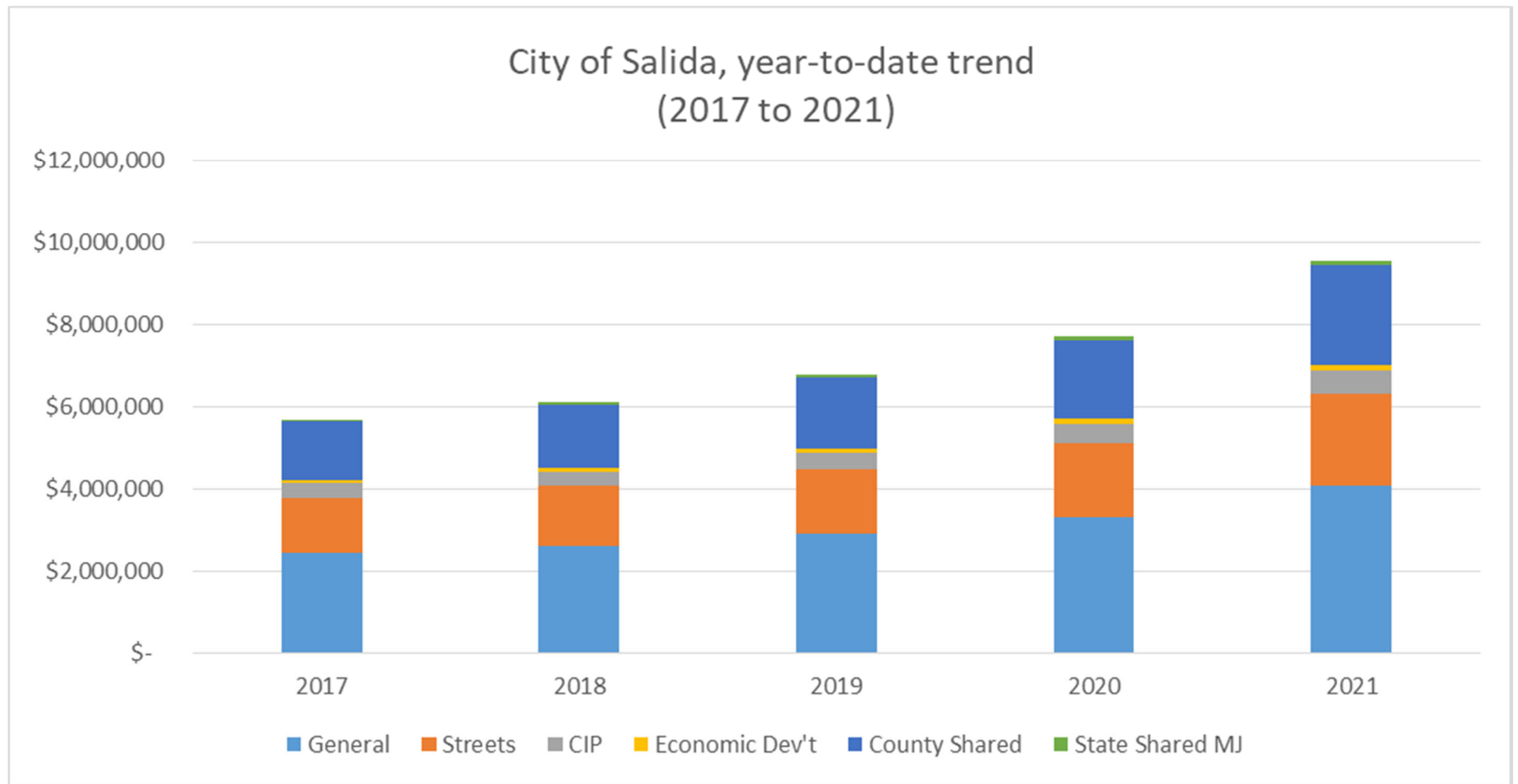
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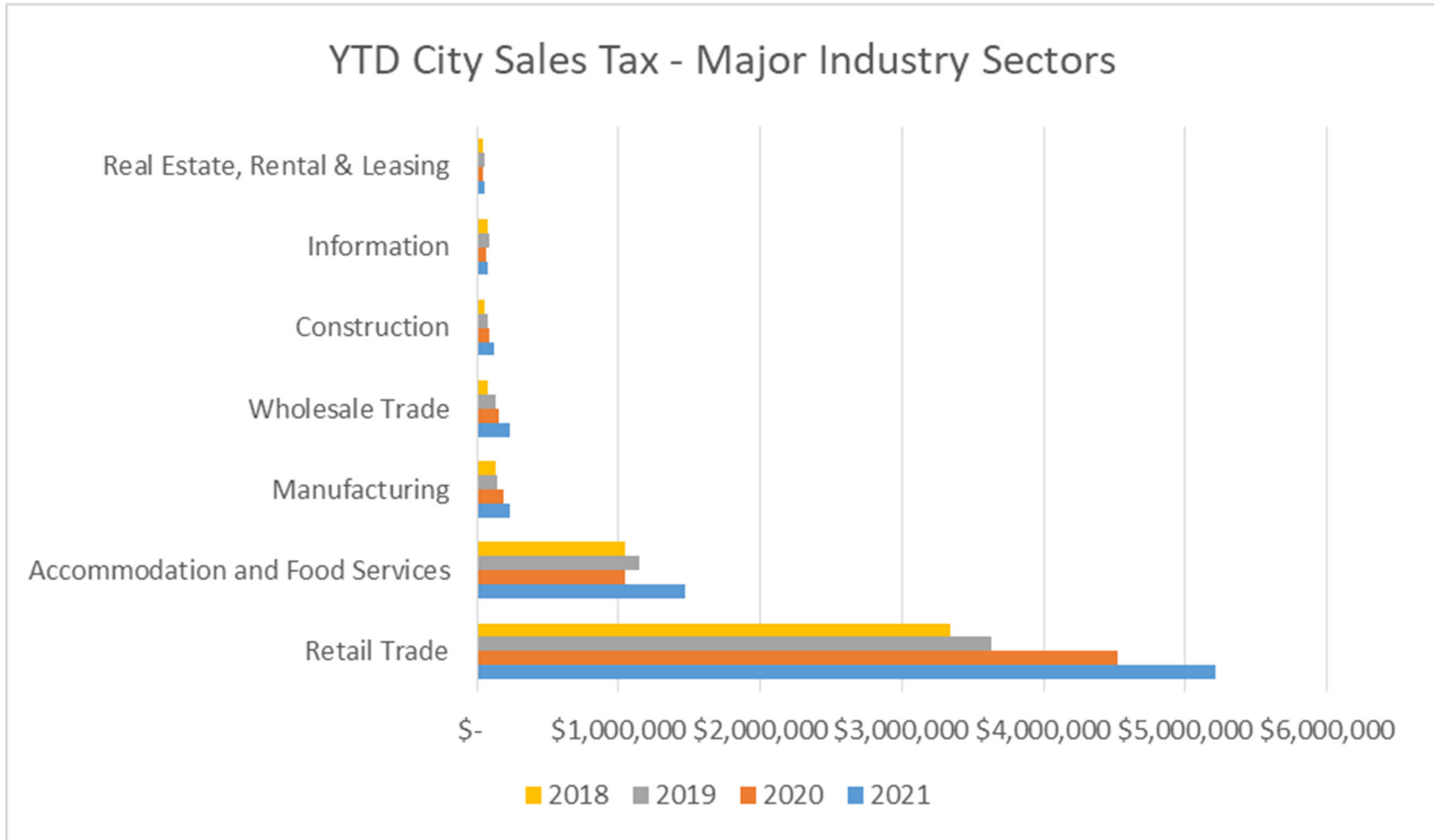
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CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
OCTOBER 2021





DECEMBER 2021 STAFF REPORTS

Police Department –

- We had 694 calls for service in November.
 - Our two recruits just completed 640 hours of training and graduated the police academy. They are now back in Salida and will start a 16 week training process at the PD.
 - We held our 13th annual Shop with a Cop program. We received some great donations from the community which allowed the kids to have some extra spending money. Check out our Facebook for some fun photos of the event.
-

Finance Department –

- Work continues on the 2022 online budget document that will utilize interactive OpenGov charts and graphs. There is a lot of information to compile for this report and present in such a way that the reader can easily understand. We are optimistic that the end result will be a more open and engaging document than we have had in the past. The state still requires a PDF version of the report. The PDF version will take a considerable amount of time to compile as well but will have the side benefit of providing information for readers who prefer a more traditional (hard copy) budget.
 - The Director and Assistant Director were able to attend the Colorado Government Finance Officers Association annual conference in Loveland which proved to be an excellent format for learning and connecting with other government finance professionals. We were grateful for this opportunity.
 - Our partners at Orion Integrated Services recently assisted in updating our important Payment Card Industry (PCI) Compliance credentials which will allow us to continue to accept credit cards as a payment method for services.
 - Staff is prepared to update the fee schedule tables within our utility billing software in anticipation of council approving the 2022 fee schedules at the December 21 Council meeting.
 - Payroll staff are gearing up toward the busy year end payroll duties which will likely include needing to manually enter adjustments according to the market study results (this is not a “global” adjustment like applying a COLA adjustment).
 - Staff have begun work toward complying with new Governmental Accounting Standards Board (GASB) pronouncements. One is related to an accounting change in how leases are defined and recorded in the financial statements and one is related to changing policy relating to determining what constitutes a capital equipment purchase. Both of these pronouncements will take considerable extra time to work through in 2022.
-

Community Development –

- Building permits continue to come in pretty steadily. As of December 15, we've seen 250 total building permits, inc. a total of 174 residential units. At the same time last year, we had reviewed 163 permits with 82 total residential units. In 2019, we had reviewed 191 permits with 71 total residential units. This represents the most building permits in any one year (by nearly 25%) and more residential units permitted in any one year by over 200%
 - Continued focus on potential short-term and longer-term fixes to the housing emergency--program development, code changes, fee structure revisions, etc.
 - Additional work sessions with Planning Commission regarding possible tweaks to Inclusionary Housing project applicability and affordability levels
 - Presentations/meetings with Chaffee Housing Authority regarding deed restrictions, community guidelines, and procedural requirements
 - Pursuing funding via DOLA's Innovative Housing Incentives Grant for future affordable housing projects
 - Passage of additional amendments to STR regulations
 - Working on potential property swap with private property owner on to create additional developability and trail connectivity with eastern edge of City-owned Vandaveer parcels
 - Work on the Land Use Code update has recommenced and staff continues to review and provide feedback on the latest installment of recommendations. Presentations to LUC committee, Planning Commission, and City Council expected Jan/Feb 2022
 - Several annexations already in process or in conceptual phase
 - Recent discussions with Chaffee County staff regarding synergistic opportunities with their newly begun LUC update process
 - Staff is working on migrating more parcel information over to/into our GIS database to enhance our review processes, with the hope of eventually making more information available to the public via the City website
 - In other words, just twiddling thumbs
-

Recreation Department –

- See Attached.
-

Public Works –

Planning/Engineering/Construction:

- Planning
 - Streets
 - Professional services contracting finalized and preliminary engineering being coordinated for the CDOT Local Agency Project
 - Engineering finalized for the 2022 Street Reconstruction Project (10th/12th St.)
 - Utilities
 - Updating Emergency Response Plans near complete
 - Pasqualle WTP design near complete. CDPHE Engineering Review Approved
 - Capital Projects
 - US-50 Phase IV Streetscape/CDOT ADA - complete
 - 2021 Street Reconstruction - complete
 - Storm Water Improvements by F St./Riverside Park – final concrete and punchlist remain
 - Bar Screen Replacement Project – complete

- 2021 Sewer Reconstruction Project – complete
- 2021 Sewer CIPP – complete
- Low Zone Water Main Replacement – near complete. A section of the original wooden is on display at the Salida Museum.
- Professional services contracting finalized and preliminary engineering being coordinated for the CDOT Local Agency Project
- Engineering finalized for the 2022 Street Reconstruction Project (10th/12th St.)



Figure 1- Low Zone Waterline Replacement Project

Operations:

- Streets
 - Signage replacement
 - Increased street sweeping due to leaves and fall clean-up
 - Tree program work
- Utilities
 - Field Utilities
 - Considerable contractor assistance for the Low Zone Water Main Project
 - Smart meter upgrades
 - Inspection and new development assistance
 - Water Treatment
 - Routine maintenance at plants and seasonal cleaning of facilities
 - Working with consultant on finalizing Pasqualle Springs plans
 - Working with consultant on emergency response planning
 - Wastewater Treatment
 - Additional influent sampling per discharge permit requirements
 - New bar screen setup completed. New screen has been reported as a great upgrade to the facility and reduction in maintenance requirements
 - New operator Alan Whitlock welcomed to the department. Alan comes with prior utility experience in Summit County.

Arts & Culture –

- The exhibit from artist Joe Horvath was shown in the Paquette Gallery for the month. It was highlighted by an in-person Artist Reception on 11/11 event was (25) people.
 - The month was filled with a few of arts events:
 - The monthly film series, Art on Film and Songs OnScreen, were held and were attended by a total of (46) people.
 - Walden Chamber Music Society held their first in-person event in over 18 months, but also offered a livestream simultaneously for at-home viewers. In-person attendance for the event was (50) people.
 - Monarch Mountain brought their annual Job Fair to the SteamPlant with over (55) attendees present.
 - Salida Chamber of Commerce and twenty of their participating members got people into the spirit with their Kickoff to Winter event in the SteamPlant Ballroom with food and beverage tasting held on the Plaza. The two-hour event attracted (150) people.
 - Monarch Mountain followed suit by bringing the latest Warren Miller film “Winter Starts Now” to the SteamPlant Theater on Nov. 13 and 14. The film screenings were attended by (150) and (35) people respectively.
 - The Arts and Culture department submitted a grant application in the amount of \$60,000 from the state’s second round of Arts Relief Fund. Notifications of awards will be sent out in December.
 - TOTAL GUESTS Attending (42) Events/Meetings for October = 1,398
 - Number of free events/no admission = 4
 - Number of attendees at free events = 332
 - Number of events paying rental fees = 33
-

Fire Department –

- Asst. Chief Rohrich continues to build data sets for the transition to the new reporting software. We have both been taking online courses to get educated on the program.
 - Call volume is steady, yet down 3% from last year at this time.
 - Reach Air Medical provided an in-house pediatric training for staff earlier this month.
-

Clerk’s Office –

Courtside:

- Developing a strategy to process electronic parking tickets under the new ordinance
- Updating the Court website to reflect changes in the law
- Sending out texts to defendants with court updates and reminder payment deadlines
- Continued training and Support for the Municipal Court Clerk during Court

Clerk-side:

- Updating our Short Term Rental application and affidavits to reflect the ordinance changes
- Preparing for the end of the Short Term Rental moratorium
- Working with LodgingRevs/MuniRevs to allow for Short Term Rentals and Occupational Lodging Taxes be able to be paid online for the fourth quarter

- Preparing and sending our first round of Clerk documents to be digitized by a third party company, MSI, certified in sensitive and historical material
- Continuing education on Elections from the Colorado Municipal League
- Drafting the 2022 Fee Schedule
- Drafting Resolution 2022-01 Posting Places
- Processing two new liquor license applications
- Training with City Clerk on how to use MuniCode to produce council minutes



Parks and Recreation Department report

Aquatics

- Monarch Season Pass holders receive \$2 off SHSAC now through the end of the ski season
- Jan 2022 will reinstate appreciation months for local workforce to receive free entry. Ex: June School District Appreciation Month-all that work for the school district receive free entry to the SHSAC for the month of June.
- Winter Swim Lesson registration opens January 10th at 9am. Levels: Preschool, 1, 2 and 3.
- Cancellation Policy: We have a 48 hour cancellation policy for our activities. If the client does not meet the timeline, they will not receive a refund. Clients who call about refunds should be told about the policy.
- Prices, passes, marketing upgrades in the works
- New amenities being reviewed
- More aquatics programming and classes early 2022 (Kayaks, Fitness)

Salida Hot Springs Aquatics Center

- Boiler Plan Set and bid doc review
- Boiler project is going out to bid in January
- Locker room hot water heater repair
- Repaired locker room hot water leak
- Update survey for Centennial Park (Henderson Land Surveying)
- Bought new snowblower
- Changed out photocells for parking lot lights
- Working on getting new LED lights for the pumphoom and deck shower
- Sampled and sent the samples out for arsenic
- Removed rock pools at the hot spring source
- Replaced belts for the supply fan on the main air handler
- Trying to get a couple windows replaced, awaiting site visit from contractor
- Continued work on pumphoom controls (identifying existing conditions and equipment)
- Looking into details/engineering for skate park light post foundations.
- Looking into how to move forward with a replacing a section of the hot spring main pipeline

Recreation

- Youth Basketball Registration is closed and we have 130 participants.
- Women's Volleyball has 10 teams lined up and we are still working out some final details
- New Years Day 5k is coming along and we already have 16 participants signed up.
- Kayak Roll Sessions are on the schedule
- Kayak Polo is on the schedule
- FIBArk partnership is getting up and running. Working on partnership and program ideas right now.
- Adult Drop-In Basketball is scheduled for Mondays 7:30 - 9:30 through the end of March.



- Dodgeball will start February 23.
- Camp Friday has one day left, this Friday the 17th and will start back up again in the new year.
- Pickleball times are available at the fairgrounds.
- The community resource guide is printed and distributed.
- Monarch Ski Bus-finalizing contract/details

Parks and Facilities

- Interviewed and extended an offer on the Parks, Trails, Open Space Supervisor Positions.
- Offered a FT Maintenance position using the same candidate pool to replace Lee Hoxie at his upcoming retirement.
- Worked on responses to CIRSA's Property Survey Audit.
- Staff finished putting up Christmas Decorations at the Touber Building and Fst Bridge.
- Working with Avalanche Construction to install a new sewer vault at Centennial Park for the restrooms and upcoming Splash Pad.
- Staff is working on buttoning up irrigation on the north side of 3rd St. and Poncha Blvd.
- Staff supported and assisted in the installation of the basket for the Heart of Rockies Disc Golf Course at Vandaveer.
- Staff did some work at the Community Center putting up some backsplash and repitching the gutter along the back of the building.
- Working on getting some pricing to repair the HVAC at the WWTP.
- Helped explore the impacts on the department of potentially taking over the land management of the Franz and Sands Lake properties.
- Staff was able to get out and do some hand watering of trees due to unseasonably warm and dry conditions.

General

- Splash pad designs are in phase 2.
- Ice rink team is working on a plan to use the City's existing shed for cooling units at Marvin Park.
- The Army Corp of Engineers approved the Scout wave maintenance plans.
- Skatepark landscaping and pedestrian area plans are being reviewed.
- Skate park lighting quotes are being reviewed.
- Hosted Holiday Open House at the SHSAC for P&R staff