



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
September 20, 2022 - 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/xAllQfSsmmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve September 6, 2022 Minutes

4. Approve A Church Special Event Permit

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

5. Request for Funding – Chaffee Housing Trust

6. **Resolution 2022-44** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE APPROVED SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE WEST END MAJOR SUBDIVISION

7. **Resolution 2022-45** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

8. **Ordinance 2022-18** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 4, ARTICLE VI OF THE SALIDA MUNICIPAL CODE, REGARDING THE OCCUPATIONAL LODGING TAX, TO CONFORM THE TAX WITH THE FULL, VOTER-APPROVED AMOUNT, **FIRST READING AND SETTING A PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

9. Treasurer Report

Attorney Report

Staff Reports

10. Staff Reports

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.

BOCC Report

EXECUTIVE SESSION

11. For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: Sewer System Intergovernmental Agreements and related negotiation with the Town of Poncha Springs.

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
September 06, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli
Council Member Dominique Naccarato
Council Member Alisa Pappenfort
Council Member Mike Pollock
Council Member Jane Templeton
Treasurer Merrell Bergin

ABSENT

Council Member Harald Kasper
Mayor Dan Shore

Civility Invocation

CONSENT AGENDA

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

Voting Yea: Council Member Critelli, Council Member Naccarato, Council Member Pollock, Council Member Templeton

THE MOTION PASSED.

Approve Agenda

Approve August 16, 2022 Minutes

Approve Final Settlement for the 2022 Asphalt Maintenance Project

Approve Final Settlement for the Low Zone Water Line Replacement Project

Approve of Change Order #1 – Skate Park Landscaping Contract

Approve Ground Lease Agreement for Harriet Alexander Field

Approve Construction Contract – Harriet Alexander Field – Pavement Management

CITIZEN COMMENT—Three (3) Minute Time Limit

Marian Catia, Bob Grether, Eric Warner, Katie Grether, and Adrian Kuhn spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2022-15 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE NEWMAN ANNEXATION, **FINAL READING AND PUBLIC HEARING**

Mayor Pro Tem Critelli opened the Public Hearing. Community Development Director Bill Almquist presented the Ordinance.

Hearing no comment, Critelli closed the Public Hearing.

Council discussed the Ordinance.

Council Member Pappenfort moved to approve the Ordinance, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

Ordinance 2022-16 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE NEWMAN ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, **FINAL READING AND PUBLIC HEARING**

Mayor Pro Tem Critelli opened the Public Hearing. Community Development Director Bill Almquist presented the Ordinance.

Hearing no comment, Critelli closed the Public Hearing.

Council discussed the Ordinance.

Council Member Pappenfort moved to approve the Ordinance, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

Ordinance 2022-17 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING BALLOT QUESTIONS TO THE ELECTORS OF THE CITY, IN ACCORDANCE WITH ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, CONCERNING THE IMPOSITION AND INCREASE OF CERTAIN OCCUPATION TAXES ON THE BUSINESS OF LEASING OR RENTING SHORT-TERM ACCOMMODATIONS, **FINAL READING AND PUBLIC HEARING**

Mayor Pro Tem Critelli opened the Public Hearing. City Administrator Drew Nelson presented the Ordinance.

Kalen Steeves, Madelyne Felsch, Chlo Ribco, Wendy Rombold, Ben Gillim, Brian Muster, Danielle Brown, Michael Blazewitz, Cory Riggs, Christina Husch, James Fladden, and Mike Day spoke regarding the Ordinance.

Critelli closed the Public Hearing.

Council discussed the Ordinance.

Council Member Templeton moved to approve the Ordinance, Seconded by Council Member Pappenfort.

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.

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Amplified Sound Permit for High Side!, PUBLIC HEARING

Mayor Pro Tem Critelli opened the Public Hearing. Nelson presented the Amplified Sound Permit.

Hearing no comment, Critelli closed the Public Hearing.

Council discussed the Permit.

Council Member Naccarato moved to approve an Amplified Noise Permit for High Side! Bar and Grill, located at 300 West Sackett Avenue, for up to seventy two amplified sound events, to end no later than October 1, 2022. Naccarato amended the motion by changing the date to until October 29, 2022, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Resolution 2022-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE NEWMAN ANNEXATION

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

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

THE MOTION PASSED.

Resolution 2022-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH CHRISTOPHER AND ALEXANDRIA NEWMAN FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY

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

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

THE MOTION PASSED.

Resolution 2022-42 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE DEVELOPMENT AGREEMENT FOR THE JANE'S PLACE PLANNED DEVELOPMENT

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

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

THE MOTION PASSED.

Resolution 2022-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A PURCHASE AND SALE AGREEMENT

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

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 8:01 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 Nonprofit** and **One of the Following** (See back for details.)

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

LIAB Type of Special Event Applicant is Applying for:

- | | |
|---|-----------------|
| 2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor | \$25.00 Per Day |
| 2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) | \$10.00 Per Day |

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

A Church

20171780513

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

*419 D street
Salida, CO 81201*

3. Address of Place to Have Special Event (include street, city/town and ZIP)

*419 D street
Salida, CO 81201*

Name

Date of Birth

Home Address (Street, City, State, ZIP)

Phone Number

4. Pres./Sec'y of Org. or Political Candidate

5. Event Manager

Andrea Mossman

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☐ NO ☒ YES HOW MANY DAYS? *157*

7. Is premises now licensed under state liquor or beer code?

☒ NO ☐ YES TO WHOM? *81201*

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
<i>10-21-22</i>				<i>10-22-22</i>											
		<i>630 p.m.</i>	<i>830 p.m.</i>			<i>630 p.m.</i>	<i>10:00 p.m.</i>								

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

Andrea Mossman

Title

Manager

Date

9-8-22

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 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

- ☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

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

Liability Information

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

(Instructions on Reverse Side)

Application Information and Checklist

Item 4.

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- ☐ The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (12-48-106 C.R.S.)
- ☐ An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- ☐ Check payable to the Colorado Department Of Revenue

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A Church Inc

is a

Nonprofit Corporation

formed or registered on 10/19/2017 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 20171780513.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/14/2017 that have been posted, and by documents delivered to this office electronically through 11/15/2017 @ 14:25:46.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/15/2017 @ 14:25:46 in accordance with applicable law. This certificate is assigned Confirmation Number 10554429.



Wayne W. Williams

Secretary of State of the State of Colorado

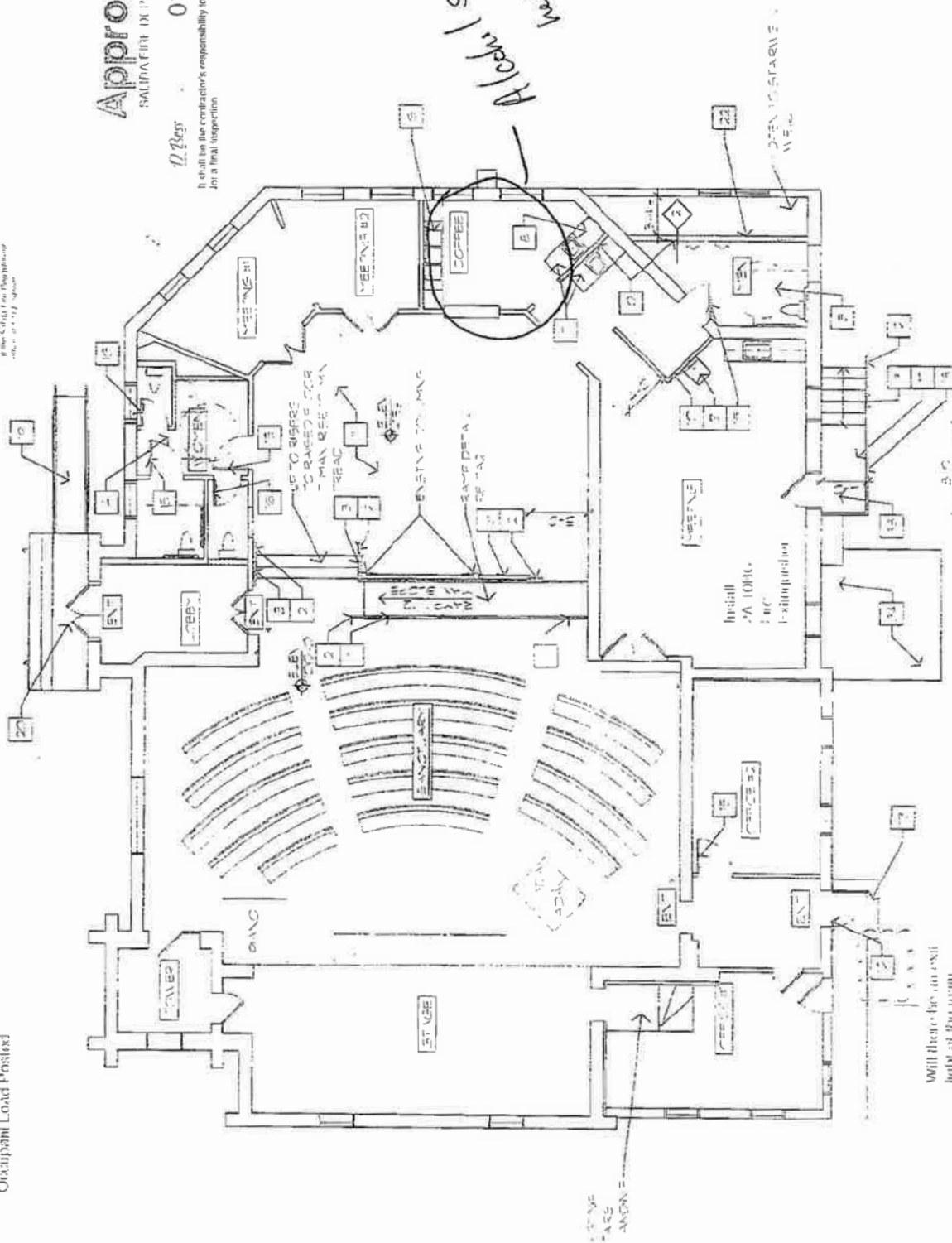
*****End of Certificate*****

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/Validate/SearchCriteria.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."

Purchase and install Knox Box. Provide necessary keys to gain entrance.

Approved
SALVAFIRE DEPARTMENT
01/26/2018
D. Bess

here -
Alicki / served



Will there be an
effect on the
equation?



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 20, 2022

ITEM

Request for Funding – Chaffee Housing Trust

BACKGROUND

The City of Salida is a fiscal and land partner with the Chaffee Housing Trust (CHT) on a project to construct six (6) affordable workforce housing units on a property owned by the City (but to be donated to the CHT) located at the intersection of 3rd and M Streets in Salida. Due to construction cost increases, labor shortages, and supply chain issues, the overall budget for the project has increased by \$110,000 (see attached letter).

On Tuesday, September 13, the Chaffee County Board of County Commissioners approved a request to fund \$55,000 of the cost overruns, and challenged the Salida City Council to fund the remaining half for the project. The BOCC is allocating funding from their remaining American Recovery Plan Act (ARPA), and the City of Salida still has approximately \$143,000 in ARPA funds remaining.

As noted in the attached letter, CHT anticipates completion of the project in October should funding be made available. Four of the homes are already secured for qualified local buyers at 80% or less than the local Area Median Income (AMI). The remaining two units are projected to be rented by CHT at 100% or less than AMI until such time as a family can purchase the entirety of the property. Having six deed-restricted affordable units come into the marketplace in the next 6 weeks would be a boon to the local workforce and hopefully stem some of the loss of workers that may occur during the fall months.

FISCAL NOTE

\$55,000, to be provided from ARPA funds that are currently unallocated. It should be noted, however, that the remaining ARPA funds were projected to be used for workforce housing purposes through the demolition of the dilapidated structures located at 1st and D Streets

STAFF RECOMMENDATION

Staff recommends that the City Council approve the funding request from the Chaffee Housing Trust of \$55,000 for the purpose of completion of the CHT project located at 3rd and M Streets.

SUGGESTED MOTION

A City Councilperson should state, "I move to approve the allocation of \$55,000 in ARPA funds to the Chaffee Housing Trust for completion of the workforce housing project at 3rd and M Streets", followed by a second and a roll call vote.



PO Box 692
Buena Vista, CO 81211
(719) 239-1199
www.chaffeehousing.org
info@chaffeehousing.org

May 5th, 2022

Greg Felt, Chair
Chaffee Board of County Commissioners
144 Crestone Ave
Salida, CO 81201

RE: Request for ARPA funds for infrastructure to complete affordable housing in Salida

Dear Commissioner Felt,

The process for developing affordable housing at the M&3rd site in Salida has been complicated by COVID-related challenges, as well as unanticipated site challenges. The CHT is seeking support from the County in the form of American Rescue Plan Act (ARPA) funds.

In 2020, the CHT initiated the process of acquiring a City of Salida owned parcel that was underused. To make the site shovel-ready, the CHT partnered with the City to move a sewer line and other infrastructure at a cost of \$49,000 to the CHT as budgeted in the development pro forma. The goal was to maximize the use of this public asset to benefit residents by providing workforce housing limited to households earning less than 80% Area Median Income. A section of East Crestone Ave was vacated and street improvements made, creating a 1/3-acre buildable lot. Per City code, five homes plus an accessory dwelling unit were allowed by right. The maximum number of units was needed to get the project to pencil out,

Four of the homes have qualified buyers in waiting, including two families with 2-3 kids, and a person with a disability who will purchase the fully ADA accessible unit. These sales will pay off the bulk of construction financing, leaving permanent debt of \$244,000. The fifth home and ADU were intended to be rentals so that the rental income would pay down the debt until such a time as the remaining balance could be paid off by a sale of that home + ADU. Since this would need to be a single sale (an ADU cannot be split off from the principal unit), the CHT intends to find a young family, ideally with kids and elderly grandparents, so that they can live in close proximity near downtown, but in separate, attached homes. The Colorado Division of Housing supported this financing structure, and awarded the CHT a \$180,000 grant. This is evidence of the creativity required to get projects financed and built. As a local organization, the CHT is uniquely positioned to bring these resources together to make it all happen.

Then the consequences of COVID hit. Materials costs soared, labor became scarce, and the cost of the homes manufactured in a factory in Pueblo (indieDwell.com) increased by \$222,700. This added expense consumes the contingency and developer fee, with some loss to the CHT. Given



the widespread severity of COVID-related economic consequences that we have all experienced, this was considered a cost of doing business for the CHT.

To meet ADA requirements for access to the parking lot and storage, a retaining wall is needed on the back property line. The original budget line item was \$20,000. When ground work was initiated on site in fall 2021, it became apparent that the soils were an anomaly, almost exclusively comprised of sand. The retaining wall was re-engineered to a height of six feet, and additional tiers of shorter retaining walls were added to bring grades up to meet accessibility requirements. After several rounds of bids, the final cost of the retaining wall will be \$130,144, a cost over-run of \$110,144.

Given the severe need for affordable housing, specifically shovel-ready projects, the M&3rd project will proceed despite the budget shortfalls (factory price increase and retaining wall increase). Homes are fully engineered and approved by the State with factory production set for July and delivery of modules in late August. The CHT foresees C.O.'s in October, with sales immediately following. Future project budgets have been adjusted to accommodate the conditions in the building and labor markets. The M&3rd project funding and financing is already set, and relief is not available. The use of ARPA funds to address the infrastructure issues that are impeding this project would make the difference in getting it to the finish line this year, without further delay.

Your consideration of this request is greatly appreciated.

Sincerely,



Read McCulloch
Executive Director
(719) 239-1199
read@chaffeehousing.org



From: [Robert Christiansen](#)
To: [Drew Nelson](#)
Cc: dshort@chaffeecounty.org
Subject: CHT Funding Approved
Date: Tuesday, September 13, 2022 9:29:15 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Drew:

The BOCC approved \$55k for the CHT Request for 3rd and M street project using ARPA funds and challenges Salida to match this amount for this project.
Let me know if you need anything more on this.

Regards

Bob



Robert Christiansen

County Administrator
Chaffee County Government
719.539.2218
bchristiansen@chaffeecounty.org



Sign up for our [mailing list here](#)
www.ChaffeeCounty.org

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This message has been scanned for viruses and dangerous content by [MailScanner](#), and is believed to be clean.

From: [Read McCulloch](#)
To: [Nelson Drew](#)
Subject: M&3rd funding followup
Date: Wednesday, September 14, 2022 1:47:44 PM
Attachments: [PastedGraphic-1.tiff](#)

Drew,

Yesterday, the BOCC approved allocation of \$55,000 to the CHT for the M&3rd project from ARPA funds received to help mitigate the cost increases realized as a result of COVID. They verbally issued a challenge to the City of Salida to match their support.

Please let me know if, how, and when the City might be able to consider such a match.

Thanks, Read

Read McCulloch
Executive Director
(719) 239-1199
read@chaffeehousing.org
www.chaffeehousing.org
PO Box 692
Buena Vista, CO 81211





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	September 20, 2022

ITEM

Resolution No. 2022-44 Approving the Amended Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision.

BACKGROUND

The West End Major Subdivision was approved by the City Council with the adoption of Resolution 2021-32 on September 21, 2021. With the approval of Ordinance 2022-14 approving the rezone of Lot 15 to R-3, the applicant has agreed to build at least six (6) deed restricted dwelling units within the development. This exceeds the requirement for Inclusionary Housing for the now proposed 44-unit development. No additional fee-in-lieu is necessary.

Vicinity Map



SUBDIVISION IMPROVEMENTS AGREEMENT AND INCLUSIONARY HOUSING AGREEMENT:

Section 16-2-60 of the Salida Municipal Code requires a subdivision improvements agreement for subdivisions. This agreement was approved by City Council with the adoption of Resolution 2021 – 40 on November 2nd, 2021. The only provision of that approved agreement that is proposed to be



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	September 20, 2022

amended is regarding the Inclusionary Housing requirement. In compliance with the condition of approval to rezone Lot 15 from R-2 to R-3, the proposed amendment increases the required number of deed restricted dwelling units from 5 to 6, and allows the 6th unit, if for sale, to be provided at a maximum AMI level of 140%. No change is proposed to the originally required 5 deed-restricted units which will remain affordable at a maximum AMI level of 80%. The attached Amended SIA & IHA incorporates those changes as follows:

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct (or have constructed) and deed restrict six (6) dwelling units, five (5) ~~dwelling units of~~ which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority, and one (1) of which, if for sale, will be affordable to households earning 140% or less of the Area Median Income. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.3 Developer agrees to record a deed restriction on the ~~five-six~~ affordable units that meets the requirements of Sections 16-13-20 of the City Code, as it relates to income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 7.1.8. Per Sec. 16-13-20(a)(3) of the Salida Land Use Code, if the calculation for inclusionary housing units results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40. ~~(in this case, for 3 of the 43 proposed units).~~

STAFF RECOMMENDATION

Staff recommends approval of the Amended Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision.

SUGGESTED MOTION

A council person should make the motion "I move to approve Resolution 2022-44 to approve the Amended subdivision improvements and inclusionary housing agreement for the West End Major Subdivision."

Attachments:

- Resolution 2022-44
- Amended Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision

CITY OF SALIDA, COLORADO
RESOLUTION NO. 44
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING THE APPROVED SUBDIVISION IMPROVEMENTS AND
INCLUSIONARY HOUSING AGREEMENT FOR THE WEST END MAJOR
SUBDIVISION

WHEREAS, the property owner, SGP, LLC (Represented by Tory Upchurch, “Developer”) is the owner of the West End Major Subdivision; and

WHEREAS, on September 21, 2021 the City Council approved Resolution No. 2021-32 for the West End Major Subdivision which consists of twenty-four (24) lots and up to 43 units on the 5.32 acres (“Property”); and

WHEREAS, on August 16, 2022 the City Council approved Resolution No. 2022-14 rezoning Lot 15 of the West End Major Subdivision from Medium-Density Residential (R-2) to High-Density Residential (R-3) allowing up to 45 units on the 5.32 acre Property.

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Resolution 2021-32, the City and the Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, certain residential developments must also enter into an Inclusionary Housing Agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvements and Inclusionary Housing Agreement with the Developer for the West End Major Subdivision; and

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

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

The Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 20th day of September 2022.

CITY OF SALIDA, COLORADO

Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

Exhibit A
Subdivision Improvements and Inclusionary Housing Agreement

**AMENDED SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING
AGREEMENT
(West End Major Subdivision)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and SGP, LLC, a Colorado limited liability company, (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the West End Major Subdivision (the “Project”), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer (represented by Tory Upchurch) received approval for a 24-lot major subdivision for the residential project on a 5.32 acre site zoned R-2 on September 21st, 2021 when the City Council adopted Resolution 2021-32 on second reading.
- 1.3 The Developer received approval on August 16, 2022 rezoning Lot 15 to R-3 when the City Council adopted Ordinance 2022-14 on second reading.
- 1.4 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into a subdivision improvements agreement with the City. 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, which may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units; and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.5 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.6 The final subdivision plat was recorded on _____, 2021 at reception number _____ of the Chaffee County Recorder’s Office.
- 1.7 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.

- 1.8 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.9 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 Improvements and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to households earning no more than 80% of the Area Median Income for Chaffee County as specified within Section 16-13-20 of the Salida Land Use Code.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 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 Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means SGP, LLC, the owner of the Property, and shall include any successor(s)-in-interest, assigns and/or any subsequent owners of the Property who shall be obligated under the covenants and terms of this Agreement.
- 2.10 “Development” means all work on the Property required to transform the Property into the West End Major Subdivision approved by the City by means of Resolution 2021-32. 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.”

- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “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.
- 2.14 “Force Majeure” means acts of God, fire, abnormal or adverse weather conditions not reasonably anticipated, explosion, riot, war, labor disputes, terrorism, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction 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.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “West End Major Subdivision” and described in attached **Exhibit A**.

- 2.22 **“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 B**.
- 2.23 **“Public Improvements Warranty Period”** means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 **“Reimbursable Costs and Fees”** means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 **“Required Improvements”** means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 **“Subdivision Plat”** means West End major subdivision of the Property approved by Resolution No. 2021-32.
- 2.27 **“Water Facilities”** means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 **West End Major Subdivision.** The West End Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Resolution 2021-32. The Developer intends to develop the project including 43 residential units for rental or sale; of which a minimum of 5 must be rented or sold as affordable housing.
- 3.2 **Contractual Relationship.** The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the

Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

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; Resolution No. 2021-32; 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 September 21st, 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 as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. Attached **Exhibit B**, 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 of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as of

the Effective Date of this Agreement, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 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. To the extent that the City becomes aware of new information about the Property not previously disclosed by the Developer, and notwithstanding anything to the contrary herein, the City reserves the right to require new obligations with respect to the Required Improvements for the Property.

- 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, criteria, and standards governing such construction, as they may be amended.
- 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 construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is **\$1,013,733.00**; therefore, the Performance Guarantee must be in an amount equal to **\$1,267,166.25**.

- 5.7.1 The Performance Guarantee must provide for payment to the City upon written demand, within thirty days, 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 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 5.7.
- 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 5.9 below, the City Council 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 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 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, the 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 5.7 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 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 West End subdivision plat 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 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, 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, without cost to City and in accordance with City's written instructions, initiate remedial action promptly after receipt of a written notice from City. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work shall be extended to one year after the date of the performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty beyond the initial year period. 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 Final Acceptance. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's Final Acceptance of the Required Improvements as required hereunder. Such written approval of the Final Acceptance of the Required Improvements will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated, within a reasonable time, 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 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #1 of Resolution 2021-32, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-6-120 of the Land Use Code and Condition #1 of Resolution 2021-32, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.
- 5.15 Landscape and Pedestrian Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with 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.
- 5.15.1 The applicant shall provide screening and obstruction (in the form of fencing, landscaping, etc.) so as to deter parking along CR 141 in order to access the adjacent lots.
- 5.15.2 The applicant shall build and maintain a minimum 5-foot wide pedestrian path across the 10-foot wide pedestrian access between West End Road and CR 141.

- 5.16 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

- 5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.21.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.21.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit 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 of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.21.5 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.

- 5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.23 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements (“Construction Schedule”). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City 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 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 B**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct (or have constructed) and deed restrict six (6) dwelling units, five (5) of which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority, and one (1) of which, if for sale, will be affordable to households earning 140% or less of the Area Median Income. Development of the affordable housing units shall be according to the additional standards specified below:

- 7.1.1. The first built inclusionary housing units shall receive certificate of occupancy (“CO”) prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO.
- 7.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision’s design guidelines.
- 7.1.3. Developer agrees to record a deed restriction on the six affordable units that meets the requirements of Sections 16-13-20 of the City Code, as it relates to income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 7.1.4. The Chaffee Housing Authority (CHA) shall approve the system to be employed to determine eligibility and priority of buyers/tenants. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City’s designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County.
- 7.1.5. Occupants of any deed-restricted affordable units within the homeowners’ association shall not be responsible for any assessments nor dues beyond those fairly-priced specifically for utilities, trash services, and the like. Should the Developer or HOA desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority’s guidelines for such dues.
- 7.1.6. For any affordable inclusionary housing unit(s) required to be built within the development, the developer shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.
- 7.1.7. Developer shall give preference to current Chaffee County residents or workforce for a minimum of six (6) non-inclusionary housing units within any development on the Property, to the extent permitted by law. Such marketing and vetting shall be the developer’s responsibility, with guidance provided by City staff and the Chaffee Housing Authority.
- 7.1.8. Per Sec. 16-13-20(a)(3) of the Salida Land Use Code, if the calculation for inclusionary housing units results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40.

Section 8 – Default by Developer and City’s Remedies

- 8.1 City’s Remedies on Developer’s Default.** In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
 - 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
 - 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
 - 8.1.4 A demand that the Performance Guarantee be paid or honored.
 - 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default.** Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer’s Default.** The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue.** The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver.** Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies.** Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

9.1 Release of Liability. The Developer acknowledges that it has not relied upon any representations or warranties by the City, or of any of its officers or agents or their designees except as expressly set forth herein and in accordance with the City Code, City Ordinances, and the laws of the State of Colorado, and therefore , the Developer expressly waives and releases any claims related to or arising from any such representations by the City or its officers or agents or their designees, as provided for in this Section 9.1.

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 Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (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 Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

9.2.2 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 Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; 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 Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

9.2.2.1 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**.

9.2.2.2 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 10 – Representations and Warranties

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

10.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

10.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

10.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.

10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

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

- 10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.
- 10.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 11– General Provisions

- 11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution or procedure 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, execution, and form of the ordinances or resolutions of City Council 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 Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 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

With a copy to: Nina P. Williams, City Attorney
 15306 W. 93rd Avenue
 Arvada, CO 80007

Notice to the Developer: SGP, LLC
 4934 W. Hwy 290
 Sunset Valley, TX 78735

With a copy to: The Kelly Legal Group, PLLC
 Attn: Jeffrey S. Kelly
 P.O. Box 2125
 Austin, TX 78768

- 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
- 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, the Developer, and the Developer's successor(s).
- 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 21-10-120.
- 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.

- 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.

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires:_____.

Notary Public

DEVELOPER:

Tory Upchurch, Member
SGP, LLC

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022 by
Tory Upchurch, as Member, SGP, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 31 BEARS SOUTH 88°35'32" EAST, A DISTANCE OF 1261.06 FEET; THENCE SOUTH 88°40'42" EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO.471356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING. CONTAINING 5.32 ACRES

Exhibit B

Item 6.

Upchurch Subdivision					
Engineer's Opinion of Probable Cost					
Prepared by: Crabtree Group, Inc.					
Owner: Tory Upchurch				9/16/2021	
Base Bid					
DEMOLITION					
Item	Quantity	Unit	Description	Unit Price	Total Price
1	50	SY	REMOVE AND DISPOSE OF ASPHALT	\$ 8.00	\$ 400.00
2	700	LF	SAWCUT EXISTING ASPHALT	\$ 5.00	\$ 3,500.00
3	25700	SY	CLEAR AND GRUB, REMOVE AND DISPOSE OF ORGANICS, AND STOCKPILE TOPSOIL (ASSUMED 3" REMOVAL)	\$ 2.00	\$ 51,400.00
4	5	EA	REMOVE AND DISPOSE OF UTILITY POLE (PUBLIC UTILITY COMPANY COORDINATION BY OWNER)	\$ 600.00	\$ 3,000.00
5	1	LS	ON-SITE EARTHWORK PER PLAN	\$ 20,000.00	\$ 20,000.00
6	3720	CY	IMPORT FILL MATERIAL (MEASURED COMPACTED IN PLACE)	\$ 8.00	\$ 29,760.00
7	169	SY	VARIABLE DEPTH MILLING 0 TO 2"	\$ 12.00	\$ 2,028.00
				SUBTOTAL	\$ 110,088.00
STREETS					
Item	Quantity	Unit	Description	Unit Price	Total Price
20	2165	LF	FURNISH AND INSTALL 30" CURB AND GUTTER 6" CURB HEIGHT	\$ 40.00	\$ 86,600.00
21	4333	SY	FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	\$ 17.00	\$ 73,661.00
22	3381	SY	FURNISH AND INSTALL 3" THICK ASPHALT	\$ 23.00	\$ 77,763.00
23	3177	SY	FURNISH AND INSTALL 2" ASPHALT OVERLAY	\$ 18.00	\$ 57,186.00
24	391	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY	\$ 85.00	\$ 33,235.00
25	1	EA	FURNISH AND INSTALL CURB TAPER	\$ 700.00	\$ 700.00
26	84	LF	FURNISH AND INSTALL 4' CROSSSPAN	\$ 60.00	\$ 5,040.00
27	1	EA	FURNISH AND INSTALL CONCRETE SPANDREL	\$ 1,500.00	\$ 1,500.00
29	3	EA	FURNISH AND INSTALL 2 WAY ADA RAMP	\$ 5,000.00	\$ 15,000.00
30	1210	SY	FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	\$ 14.00	\$ 16,940.00
31	1210	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK	\$ 58.00	\$ 70,180.00
32	2	EA	FURNISH AND INSTALL WHITE CROSSWALK STRIPING	\$ 500.00	\$ 1,000.00
33	2	EA	FURNISH AND INSTALL R1-1 STOP SIGN WITH STREET NAME SIGNS	\$ 800.00	\$ 1,600.00
34	240	LF	GRADE DIRT SWALE	\$ 5.00	\$ 1,200.00
35	176	LF	FURNISH AND INSTALL 12" TRAFFIC RATED STORM DRAIN PIPE	\$ 100.00	\$ 17,600.00
36	1	EA	FURNISH AND INSTALL 18" NYLOPLAST DRAIN BASIN WITH STANDARD CURB INLET, H20 RATED	\$ 5,000.00	\$ 5,000.00
37	320	VSF	FURNISH AND INSTALL BOULDER RETAINING WALL	\$ 45.00	\$ 14,400.00
38	120	SY	FURNISH AND INSTALL FILTER 4.5' DEPTH COBBLE, COVER WITH MIRAFI 140N FILTER FABRIC	\$ 35.00	\$ 4,200.00
39	4	EA	FURNISH AND INSTALL 1 WAY ADA RAMP	\$ 3,000.00	\$ 12,000.00
39A	600	LF	FURNISH AND INSTALL 6" SLEEVE UNDER RIGHT OF WAY FOR FUTURE UTILITY INSTALLATION, 24" COVER, CLASS 6 BEDDING. MARK ENDS WITH PLASTIC PIPE STUBBED ABOVE GROUND (LOCATIONS PER XCEL/ATMOS PLANS)	\$ 30.00	\$ 18,000.00
				SUBTOTAL	\$ 512,805.00
SEWER					
Item	Quantity	Unit	Description	Unit Price	Total Price
40	2	EA	CONNECT TO EXISTING 8" PVC SEWER STUB	\$ 1,500.00	\$ 3,000.00
41	6	EA	FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR	\$ 6,000.00	\$ 36,000.00
42	1088	LF	FURNISH AND INSTALL 8" SEWER MAIN	\$ 80.00	\$ 87,040.00
43	22	EA	FURNISH AND INSTALL 4" SEWER SERVICE TO LOT	\$ 2,000.00	\$ 44,000.00
44	2	EA	FURNISH AND INSTALL 6" SEWER SERVICE TO LOT	\$ 2,400.00	\$ 4,800.00
				SUBTOTAL	\$ 174,840.00
WATER					
Item	Quantity	Unit	Description	Unit Price	Total Price
50	2	EA	LOCATE POTHOLE, AND CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE	\$ 3,000.00	\$ 6,000.00
51	960	LF	FURNISH AND INSTALL 8" WATER MAIN	\$ 75.00	\$ 72,000.00
52	4	EA	FURNISH AND INSTALL 8" BEND IN WATER MAIN	\$ 1,000.00	\$ 4,000.00
53	4	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	\$ 7,000.00	\$ 28,000.00
54	4	EA	FURNISH AND INSTALL 8" GATE VALVE	\$ 1,500.00	\$ 6,000.00
55	16	EA	FURNISH AND INSTALL SINGLE FAMILY WATER SERVICE ASSEMBLY	\$ 2,000.00	\$ 32,000.00
56	9	EA	FURNISH AND INSTALL DUPLEX WATER SERVICE ASSEMBLY	\$ 4,000.00	\$ 36,000.00
57	2	EA	FURNISH AND INSTALL TRIPLEX WATER SERVICE ASSEMBLY	\$ 5,000.00	\$ 10,000.00
				SUBTOTAL	\$ 194,000.00
MISCELLANEOUS					
Item	Quantity	Unit	Description	Unit Price	Total Price
60	1	LS	CONSTRUCTION SURVEY	\$ 6,000.00	\$ 6,000.00
61	1	LS	BONDING (PERFORMANCE AND PAYMENT, MAY END AT FINAL COMPLETION)	\$ 8,000.00	\$ 8,000.00
62	1	LS	STORMWATER BMP'S, MAINTENANCE, PERMITTING	\$ 5,000.00	\$ 5,000.00
64	1	LS	TRAFFIC CONTROL	\$ 3,000.00	\$ 3,000.00
				SUBTOTAL	\$ 22,000.00
Base Bid Total				\$	1,013,733.00
Bid Alternate A					
Item	Quantity	Unit	Description	Unit Price	Total Price
70	1	LS	PERFORMANCE AND WARRANTY BOND REMAIN IN EFFECT UNTIL 1 YEAR AFTER SUBSTANTIAL COMPLETION	\$ 1,000.00	\$ 1,000.00
Bid Alternate A Total				\$	1,000.00

Limitations of Liability:

- The Crabtree Group, Inc. (CGI) is providing this Engineer's Opinion of Probable Cost (EOPC) at the request of the "Client" with the understanding that CGI is not responsible for project, financing or construction costs as related to this EOPC.
- The unit costs contained in this EOPC are based on recent labor and material costs that may change and vary widely due to economic, site and other conditions.
- The "Client" should obtain more accurate project costs by project specific bids for all project, financing and construction decisions.

Item 6.

[illegible]

Open Records Policy – Exhibit D

Fee Schedule

Charges must be paid before service is provided.

The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows \$.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour:

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

City Mapping \$5/ black & white ink, paper 24" x 36"
\$10/colored ink, paper 24" x 36"

DVD - \$10

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 20, 2022

ITEM

Resolution 2022-45 – Approving an Intergovernmental Agreement between the City of Salida and the Salida School District

BACKGROUND

Since 2017, the City of Salida and the Salida School District have been operating under an Intergovernmental Agreement (IGA) to provide for a School Resource Officer (SRO) at schools within the District. In 2019, this IGA was amended to provide for a second SRO within the District as well as to strengthen bonds for the program. During the Covid-19 pandemic, staffing was reduced, and costs were borne solely by the City, in order to cover anticipated revenue decreases for the District. In addition, one SRO employed by the City left the organization, and other went on an extended leave, affecting SRO programming and scheduling. Finally, with the September 2021 law enforcement incident at Salida High School, it became clear to City and District staff that revisiting the IGA to update it to reflect current state law, more accurately describe roles and responsibilities, clarify emergency operations procedures, and reflect the values of both organizations on educating our youth in a safe, productive environment.

Attached to this memo is Resolution 2022-45 and its accompanying IGA, prepared and reviewed by the City Attorney in conjunction with the District's legal counsel. It reflects changes to include best practices around hiring SROs, outlines performance review criteria for both the District and the Salida Police Department, better identifies the duties assigned to the SRO (including classroom instruction and presentations), and other similar topics. In discussions with the District, City staff is hopeful that this avoids any confusion that could arise around issues of school discipline versus issues of acts that may rise to the level of criminal activity. Finally, this clarifies the City's responsibility around funding for the position based on current practices as opposed to the prior IGA, which included funding from the District. It should be noted that this IGA would not preclude the parties from agreeing on a different funding model in the future.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-45 to approve a new Intergovernmental Agreement with the Salida School District for purposes of providing a School Resource Officer.

SUGGESTED MOTION

A City Councilperson should state, "I move to approve Resolution 2022-45, approving an Intergovernmental Agreement between the City of Salida and the Salida School District", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2022-45
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
SALIDA AND SALIDA SCHOOL DISTRICT R-32-J**

WHEREAS, the City of Salida and the Salida School District have jointly developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth-related problems; and

WHEREAS, intergovernmental agreements to provide functions or services including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. 29-1-203; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty and young people, and in the prevention of delinquency; and

WHEREAS, the Salida City Council finds and determines that the best interest of the City will be served by entering into an Intergovernmental Agreement (“IGA”) with the Salida School District and authorizing the Mayor or City Administrator to execute he same on behalf of the City.

NOW THEREFORE, BE IT ORDAINED 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. The Salida City Council approves the terms of the IGA with the Salida School District, attached as **Exhibit A** and authorizes the Mayor or City Administrator to execute the IGA on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 20th day of September, 2022.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND THE SALIDA SCHOOL DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF SALIDA** ("City") and the **SALIDA SCHOOL DISTRICT R-32J** ("District") hereinafter referred to as "Party", and collectively referred to as "Parties."

WITNESSETH

WHEREAS, intergovernmental agreements to provide functions or services including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. 29-1-203; and

WHEREAS, there is often overlap between school discipline and law enforcement, and Colorado revised statutes provide legal guidance and framework for school resource officer ("SRO") programs and school discipline, including but not limited to the following laws:

- CRS 22-32-109.1 sets out School's authority and requirements for safe schools, and school discipline and response, including a requirement that School Board's implement proportionate disciplinary policies designed to reduce expulsions, out-of-school suspensions, and referrals to law enforcement, except such law enforcement referrals required by state or federal law.
- CRS 22-32-144 encourages Schools utilize restorative justice for interpersonal conflicts, such as bullying, verbal and physical conflicts, theft, damage to property, class disruption, personal and internet harassment, and attendance issues.
- CRS 22-32-146 governs notification to the School, obligations of the SRO to be familiar with School discipline, and SRO reporting obligations.
- CRS 22-32-147 prohibits the use of certain restraints on students in schools, and CRS 26-20-101 *et seq.* "Protection of Individuals from Restraint and Seclusion Act", and the regulations further implementing the use of restraints at 1 CCR 301-45,
- HB 22-1376, which added CRS 22-1-138 and 139 that details the reporting obligations for School discipline, and imposed additional requirements on SROs by amending CRS 24-31-312
- CRS 18-9-109(3), giving the building principal or other school administrator in charge of a building the authority to order removal of individuals who are disruptive to the educational process (though it is recognized that disruption may be inevitable if a building or any part thereof is designated as a crime scene)
- CRS 24-31-312 sets out P.O.S.T. standards for SROs including, training, hiring, and joint decision making between law enforcement and the School; and

WHEREAS, the City is a unit of local government and a political subdivision, and the District is a public school district and political subdivision; and

WHEREAS, the problems of delinquency, alcohol and substance abuse and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the City of Salida and the Salida School District have jointly developed a SRO Program to provide a school-based approach to the development of a positive relationship

between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth related problems; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty and young people and in the prevention of delinquency.

NOW, THEREFORE, in consideration of the above recitals and of mutual promises, covenants, and agreements of the "parties", the City and District hereby agree as follows:

Article 5, Title 29, Colorado Revised Statutes, as amended, is incorporated herein by this reference. This statute shall control in the event of a conflict between the statute and this Intergovernmental Agreement.

1. PURPOSE STATEMENT. It is understood and agreed that this Intergovernmental Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and except as set forth herein, this Intergovernmental Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Intergovernmental Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Intergovernmental Agreement shall provide only for sharing of in-kind services and costs by the Parties in the achievement of a common mutual goal, said goal being the sharing of the information and resources to maximize the safety and security of the community and its children.

2. PROVISION AND SELECTION OF SROs.

a. The City shall provide through the Salida Police Department ("Department") one (1) SRO during the term of this Agreement. The City shall be the employer of the SRO and shall be responsible for notifying the SRO of his/her rights and obligations if any under the Family Medical Leave Act ("FMLA") and any similar state or federal laws, as applicable, and for providing each SRO with the applicable FMLA leave, sick leave, and other leave if and as mandated by applicable law.

b. SROs will be selected by means of a joint selection committee, comprised of three (3) representatives from the District who will be appointed by the District Superintendent of Schools and three (3) appointed by the City Chief of Police. The Chief of Police will provide the joint selection committee with the names of officers available and who have been deemed by the Department to have the aptitude, desire and intrinsic abilities to function as an SRO, and the Selection Committee will make the selections from such list and notify the Chief of Police of the selections. Barring unforeseen circumstances which would render any of the joint selection committee's selections impracticable, the officers selected by the joint selection committee will be assigned to the SRO positions; provided, however, the Chief of Police shall have the final say on all SRO appointments.

3. SRO COMPENSATION AND BENEFITS. The City will provide and be solely responsible for the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not limited to: sick leave (including FMLA leave as applicable), holiday leave, compensatory time, retirement compensation, disability

salary continuation, worker's compensation, unemployment compensation, life insurance and medical/dental insurance.

4. SRO FUNCTIONS AND DUTIES. Each SRO shall perform the following functions and duties:

- a. Subject to Sections 8 and 9 below, be present on location in his/her assigned building and/or exterior grounds from 7:45 a.m. through 4:15 p.m., Monday through Thursday when school is in session.
- b. Wear the identifiable City police uniform at all times while on duty as an SRO, as determined by the Department.
- c. Conduct regular periodic patrols of the assigned building, parking areas, grounds and related facilities.
- d. Attend (in police uniform) extra-curricular activities, such as athletic events and concerts, as requested.
- e. Participate in school meetings with students, parents, and staff as requested.
- f. Serve on "threat assessment" teams as requested and assist with monitoring and intervention with students who may constitute a threat of harm within the school setting or at school sponsored activities.
- g. Provide traffic control in connection with school functions and activities when necessary for the safety and protection of students and the general public.
- h. Provide classroom, assembly and meeting presentations as requested, using available educational resources, in the areas of alcohol and substance abuse, law related education, criminal justice orientation, delinquency prevention, community responsibility for students, parents and other groups associated with the schools.
- i. Provide physical intervention in safety emergencies involving staff and/or students.
- j. Become familiar with District policies, regulations, guidelines and codes of conduct. The SRO will abide by all relevant District policies except to the extent it would create a conflict with the SRO's responsibilities as a law enforcement officer.

5. SCHOOL DISCIPLINE.

a. While the SRO will not have primary responsibility to enforce the District's discipline policies and regulations, the SRO will intervene when available to prevent a disruption that would, if ignored, place students, faculty and staff at risk of harm, subject to the following conditions:

- i. When the SRO intervenes in a situation that the SRO does not deem to be a criminal incident, the SRO will take the student(s) involved to the principal's office for discipline to be administered by school officials.

- ii. Subject to subsection b. above, the SRO will follow and utilize the District's discipline policies and regulations when responding to school based disciplinary matters, and such matters shall be handled consistent with School's legal obligations in C.R.S. § 22-32-109.1 to implement proportionate disciplinary policies designed to reduce expulsions, out-of-school

suspensions, and referrals to law enforcement, except as such law enforcement referrals are required by state or federal law.

b. Neither the SRO nor the Department will file criminal or juvenile charges against a student for violations of the District's discipline policies and regulations, or for any conduct constituting grounds for suspension or expulsion under section 22-33-106, C.R.S. (set forth in Exhibit A, attached hereto) unless the District requests in writing that such charges be filed, except that Department procedure will be followed if a victim or victim's parent presses charges, and, regardless whether anyone presses charges, the following conduct shall not require a request by the District prior to filing criminal or juvenile charges:

i. Conduct that that would constitute unlawful sexual behavior, as defined in section 16-22-102 (9), C.R.S.,

ii. Conduct that would constitute a crime of violence, as defined in section 18-1.3-406, C.R.S., if committed by an adult, including but not limited to the commission of an act that would be assault pursuant to part 2 of article 3 of title 18, C.R.S., other than the commission of an act that would be third degree assault under section 18-3-204, C.R.S., if committed by an adult,

iii. The sale of a drug or controlled substance as defined in section 18-18-102 (5), C.R.S.,

iv. The commission of an act that, if committed by an adult, would be robbery pursuant to part 3 of article 4 of title 18, C.R.S.,

v. The commission of an act that, if committed by an adult, would be first or second degree arson pursuant to section 18-4-102 or section 18-4-103, C.R.S.

6. APPLICABLE PERSONNEL POLICIES. That it is understood and agreed to by the Parties that, as an employee of the City, the SRO shall be subject to all personnel policies and practices of the City and follow chain of command as set forth in the Department's Policies and Procedures manual.

7. CONFLICTING PROCEDURES. That it is understood and agreed to by the Parties that this IGA shall supersede and take precedence over any conflicting Department operating procedures or protocols. The City may adopt and implement any operating procedures and protocols which do not conflict with this IGA; provided that copies any such procedures or protocols which address circumstances under which police officers may be required to act and to coordinate with school officials shall be provided to the District, as soon as practicable after adoption or revision thereof.

8. LOCATIONS OF ASSIGNMENT. That it is understood and agreed to by both Parties that the Department will assign the SRO's to the Salida School District, to include the High School, Middle School and Elementary School. The time spent by the SRO in each school shall be divided to reflect the needs of all the schools, as determined by the Department and District.

9. SRO WORK SCHEDULE. That it is understood and agreed to by both Parties, the SRO will work a schedule, consistent with the City of Salida policies and procedures and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when schools are in session, the SRO will devote his/her full shift to the school calendar day, except

for required duties such as court appearances. During the school's summer vacation, spring break, holiday breaks, and other days when school is not in session, and the SRO is not involved in assigned School-related activities, the SRO will be assigned to duties in the Department. In the event of an emergency, as determined by the City, the SRO may be required to perform general law enforcement duties. The SRO shall attend in-service training conducted by the City scheduled throughout the year.

10. EQUIPMENT, UNIFORM, AND WEAPONS. The Department will provide the SRO with the following equipment:

- a. Police Vehicle. Department will provide this and agrees to provide all vehicle maintenance and insurance.
- b. Uniforms, Weapons, Tools needed for police work, all provided by the Department.
- c. Office Needs. The District agrees to provide adequate office space, accessible by the students and a computer for the SRO job duties.

11. EDUCATIONAL RECORDS. That it is understood and agreed to by the Parties that the District shall allow the SRO to inspect and copy any public record maintained by the school including student directory information, such as yearbooks and certain pages of a student's file on Infinite Campus. However, it is understood that the SRO or Department may not inspect and/or copy any confidential records, access of which is restricted to authorized school personnel only, except as follows:

- a. That it is understood and agreed to by the Parties that should information in a student's cumulative record be needed in an emergency to protect health or safety of the student or other individuals, school officials may disclose to the SRO the information needed to respond to the emergency situation based on the seriousness of the threat to the student's health and safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- b. The Parties may agree that the SRO will, among other duties, perform institutional services or functions for which the District would otherwise use employees, such as participation on threat assessment teams and consulting and intervening in certain school discipline situations. If the Parties so agree, the SRO shall be designated as a "school official" as authorized by 34 CFR § 99.31(a)(1)(B). While providing such services as a "school official" the SRO shall be under the direct control of the District with respect to the use and maintenance of education records disclosed to the SRO in the course of providing such services, and shall be subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Without limiting the foregoing and except as otherwise provided in this Agreement, the SRO shall not disclose any personally identifiable information to any other party without the prior consent of the parent or eligible student, and may use such personally identifiable information only for the purposes for which the disclosure was made, and shall otherwise comply with all applicable Federal and State laws governing confidentiality of records and information, including without limitation the Family Educational Rights and Privacy Act (FERPA), the Colorado Open Records Act (CORA) and any and all other laws pertaining to the protection of information regarding students and/or their families, and shall safeguard any personally identifiable information that is protected under FERPA or CORA, that the SRO has use of or has in the SRO's possession while performing services as a "school official" under this IGA.

c. In addition to and without limiting or changing the designation of the SRO as a "school official" if so designated for certain purposes under subparagraph b. above, the SRO shall be and hereby is designated as part of the District's "law enforcement unit" pursuant to 34 CFR § 99.8 that is officially authorized or designated by that agency or institution to (i) enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the agency or institution itself; or (ii) maintain the physical security and safety of the agency or institution. It is acknowledged that records created and maintained by the SRO for a law enforcement purposes are not subject to FERPA.

12. CRIMINAL JUSTICE RECORDS. The Department and the SRO shall share student criminal justice records with the appropriate District representatives under the following conditions:

- a. When the District Superintendent or a Principal or Principal's designee of a District school requests the law enforcement records of a student who will be enrolled in his/her school.
- b. When information about a student rises to the level of public safety concern.
- c. When information about a student is required to fulfill the district's legal obligations.
- d. When information about a student is required by law to be disclosed to the District.

A request for confidential student law-enforcement records must be made in writing with an explanation of their use. Any confidential student law-enforcement records that are released to the District may not be shared with any other person or agency and are to be used only for the necessary District activities identified in the request.

13. INSURANCE AND INDEMNIFICATION.

a. The Department shall purchase and maintain a general comprehensive police liability insurance policy with sufficient coverage for any acts or omissions that occur or claims that are made during the term of the Agreement.

b. Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to defend, indemnify and hold the other Party (the "Indemnified Party"), its respective directors, elected officials, officers, employees and agents harmless from all third party claims, actions, proceedings, losses, damages, liabilities or expenses (including, but not limited to, reasonable attorneys' fees and witness costs) arising from or in connection with any (a) actual or asserted breach by the Indemnifying Party of any of its obligations under this IGA, or (b) actual or asserted violations of any applicable law or regulation by the Indemnifying Party or any of its directors, elected officials, officers, employees and agents, or (c) any actual or asserted act, omission, or negligence of the Indemnifying Party or its directors, elected officials, officers, employees and agents; provided, however, that the foregoing cross-indemnification agreement shall be limited by and subject to the following:

(i) Each Party retains all the rights, defenses and limitations upon liability available to such Party pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., and nothing herein shall be construed to waive or limit any such rights or defenses; and

(ii) Neither Party shall be required to defend, indemnify or hold harmless the other Party for any actual or asserted act, omission, violation, breach, or negligence of such other Party or its directors, elected officials, officers, employees and agents.

14. EVALUATIONS. Each SRO's effectiveness in the program will be evaluated by the District Superintendent at the end of each school term. The Principal of each building in which a particular SRO serves will provide input into the evaluation. A copy of the evaluations will be provided to the Department supervisor. The Department will use the Districts evaluations to assist in an annual department performance review. The evaluation report may include a recommendation to the Chief of Police that the SRO not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an SRO to a building and will make a good faith effort to address any concerns raised.

15. TERMINATION FOR CAUSE. Notwithstanding the prerogatives of the Chief of Police concerning the assignment of an SRO to a particular building, the District may terminate the services of any SRO at any time, without prior notice, for cause. "For cause" shall mean (1) the meaning given such phrase in any policies, rules, regulations or laws applicable to the performance and behavior of teachers in the District, (2) conduct which in the District's judgment constitutes misconduct; immoral behavior; falsification of records; dishonesty, criminal conviction; violation of any policies, rules, regulations or laws applicable to public schools in the State of Colorado; failure of any drug test; or mental incapacity. The District shall immediately notify the Chief of Police in writing of any such termination by the District and include in such notification a statement of the circumstances constituting cause. In the event that any SRO is removed for cause the City of Salida shall, if requested by the District, provide the District with a mutually agreeable replacement SRO as soon as practicable.

16. NOTICE. Notice shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited for delivery by the United States Postal Service.

If to the City: Russell Johnson, Chief of Police
 Salida Police Department
 448 E. 1ST St suite 274
 Salida, CO 81201

If to the District: David Blackburn, Superintendent of Schools
 Salida School District R-32J
 349 E. 9TH St
 Salida, CO 81201

17. CLAIMS. Any claim made against a Party or a Party's employee or agent as a result of any act or omission by that Party or its employee or agent, pursuant to the terms of this Agreement or the provisions of C.R.S. 29-5-103, 29-5-104 and 29-5-108, shall follow the provisions of Article 10, Title 24, C.R.S.

18. REQUIRED EXECUTION. The Parties covenant that they will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.

19. INDEPENDENCE OF PARTIES. The Parties enter into this Agreement as separate independent governmental entities and shall maintain such status throughout the term hereof.

20. APPLICABLE LAW. Each term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado Law, the Rules and Ordinances of the City of Salida, and the ordinances, regulations and policies enacted by all Parties hereto.

21. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named Parties hereto. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is expressed intention of the named Parties that any person other than the named Parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

22. ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties.

23. SUBJECT TO APPROPRIATIONS. All obligations under this Agreement are subject to the appropriation process and budgeting requirements of Colorado Law.

24. COUNTERPARTS. This Agreement may be signed in counterparts and each Agreement shall be deemed an original and all the Agreements taken as a whole shall constitute the same instrument.

25. TERM. The term of this Agreement shall begin on August 13, 2022, and shall continue through May 31, 2023 unless mutually voided by both Parties in writing, or otherwise terminated as provided in paragraph 29 below.

26. COOPERATION AND GOOD FAITH. The Parties, agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this agreement and/or litigation.

27. TERMINATION. This Agreement may be terminated by either party by giving ninety (90) days' notice to the other Party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement, or upon the failure of the governing body of either Party to budget and appropriate sufficient funds to meet such Party's obligations hereunder in any fiscal year during the term hereof. Upon termination, any funds provided by the District shall be prorated and returned to the District.

28. REVIEW. This Agreement is subject for review by both Parties after appropriate notification by the other Party to create, adjust, or otherwise terminate the agreement at the conclusion of the 2022/2023 School Year.

29. PRESERVATION OF IMMUNITY. Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third Parties.

EXECUTED THIS ____ DAY OF September, 2022

CITY OF SALIDA

SALIDA SCHOOL DISTRICT R-32J

By: _____
Dan Shore, Mayor

By: _____
David Blackburn, Superintendent

Date: _____

Date: _____

ATTEST:

Erin Kelley, City Clerk, City of Salida



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 6, 2022

ITEM

Ordinance 2022-18 – An Ordinance of the City Council for the City of Salida, Colorado, Amending Chapter 4, Article VI of the Salida Municipal Code, Regarding the Occupational Lodging Tax, to Conform the Tax with the Full, Voter-Approved Amount, First Reading and Setting a Public Hearing

BACKGROUND

In November of 2008, Salida voters approved a ballot question to impose an Occupational Lodging Tax (OLT) of \$4.82 per night, per occupied room on short-term commercial lodging in the City. The purpose of the OLT is confined to funding parks and recreation and arts facilities and programs, specifically noting the Salida Hot Springs Aquatic Center and the SteamPlant Events Center. Following the election, the Salida City Council determined to not immediately implement the fully-approved tax amount of \$4.82 per night, opting instead to implement the OLT at \$2.50 per occupied room per night. In 2018, the City Council incrementally increased the OLT to \$3.66 per night per occupied room, and indicated at that time that future increases were necessary to keep pace with costs and inflation of providing parks, recreation and arts facilities and programming.

In conjunction with the City Council's prior guidance, staff has prepared the attached Ordinance 2022-18 to increase the OLT to its fully-approved amount of \$4.82 per occupied room per night. As noted previously, this has already been approved by Salida voters and thus does not need to be approved via election again. Also, this revenue stream can only be used for providing parks, recreation and arts facilities and programming; a separate ballot measure will be before voters on November 8, 2022, to separately tax Short-Term Rentals (which do not include commercial lodging facilities) for the purpose of funding affordable housing projects and programs. Please note that the effective date on this proposed Ordinance is January 1, 2023, which would allow for a smooth transition for those remitting the OLT to the City as it is the beginning of a reporting quarter (rather than in the middle of a reporting period).

FISCAL NOTE

Through staff's analysis of the 2022 ballot measures regarding Short-Term Rentals, it was determined that hotels/motels currently generate approximately \$302,000 through the existing OLT. By increasing the OLT to its full amount, it is anticipated to generate an additional \$96,000 (for a total of \$398,000 in projected annual revenue). This amount would offset the current STR-related revenues of \$88,000 should the November 2022 ballot measures pass, keeping funding levels flat to where they are in 2021/2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Ordinance 2022-18 to increase the City's Occupational Lodging Tax to its fully-voter-approved amount of \$4.82 per occupied room per night.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2022-18 on first reading, and further set a second reading and public hearing for October 4th, 2022", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 18
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO AMENDING CHAPTER 4, ARTICLE VI OF THE SALIDA
 MUNICIPAL CODE, REGARDING THE OCCUPATIONAL LODGING TAX, TO
 CONFORM THE TAX WITH THE FULL, VOTER-APPROVED AMOUNT**

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

WHEREAS, pursuant to C.R.S. § 31-15-501(1)(c), the City, by and through its City Council, possesses the authority “to license, regulate, and tax, subject to any law of this state, any lawful occupation, business place, amusement, or place of amusements;”

WHEREAS, by Resolution No. 63, Series of 2008, the City Council submitted a ballot question to the voters regarding the imposition of an occupational lodging tax of \$4.82 per night, per occupied room on short-term commercial lodging in the City for the purpose of funding parks and recreation and arts facilities;

WHEREAS, on November 4, 2008, a majority of the qualified electors in the City voted in favor of the occupational lodging tax ballot question;

WHEREAS, Resolution No. 63, Series of 2008, further authorized the City Council to proceed with the necessary actions to impose an occupational lodging tax in accordance with the ballot question, including approval of an implementing ordinance;

WHEREAS, in accordance with this voter direction, the City Council adopted Ordinance No. 35, Series of 2008, which adopted a tax of \$2.50 per night, per occupied room at the time, with an increase to the full \$4.82 per night, per occupied room to occur at a later date;

WHEREAS, by Ordinance No. 15, Series of 2018, the City Council incrementally increased the occupational lodging tax to \$3.66 per night, per occupied room, further nearing the full amount of the tax approved by voters; and

WHEREAS, the City Council now finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 4, Article VI of the Salida Municipal Code (the “Code”) to conform the occupational lodging tax with the full amount previously authorized by voters.

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

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

Section 2. Section 4-6-10 of the Code, concerning the occupational lodging tax, is hereby amended to read as follows:

Sec. 4-6-10. - Tax levied.

~~Commencing March 1, 2009, pursuant to C.R.S. § 31-15-501(1)(c) there~~ **There** is hereby levied an occupation tax on the business of leasing or renting of rooms or other accommodations within the City of Salida for less than thirty (30) consecutive days at the rate of four dollars and eighty-two cents (\$4.82) per night, per occupied room, ~~provided, however, that the tax shall be subject to a temporary reduction of two dollars and thirty-two cents (\$2.32) until February 1, 2019, making the total occupational lodging tax assessed, until, February 1, 2019 to be two dollars and fifty cents (\$2.50) per night per occupied room. Effective February 1, 2019, the temporary occupational lodging tax shall be three dollars and sixty-six cents (\$3.66) per night per occupied room.~~ The person or entity furnishing such short-term accommodations shall pay the tax to the City. All sums of money due pursuant to this Section shall be and remain public money and the property of the City held in trust for the sole use and benefit of the City.

Section 3. *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.

Section 4. *Effective Date.* This ordinance shall become effective on January 1, 2023.

INTRODUCED ON FIRST READING on this ___ day of _____, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ___ day of _____, 2022, and set for second reading and public hearing on the ___ day of _____, 2022.

INTRODUCED ON SECOND READING, FINALLY ADOPTED, and ORDERED PUBLISHED IN FULL by the City Council on this ___ day of _____, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JULY 2022



Item 9.

The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of July 2022, which were remitted to the City of Salida in September 2022.

Summary Results for City and Chaffee County Sales Taxes

July City sales tax collections increased by \$23,585 (2.5%) as compared to July 2021. The City's portion of Chaffee County sales tax collections increased by \$32,744, a 9.8% increase over July 2021. In total, sales tax receipts are 4.5% higher for June and 3.1% higher year-to-date. Actual collections are ahead of budget by 2.7% year-to-date.

Current Month

	July 2022	July 2021	2022 - 2021 \$ Change	2022 - 2021 % Change	July 2022 Budget	2022 Budget \$ Variance	2022 Budget % Variance
3% City Sales Tax	\$ 951,537	\$ 927,952	\$ 23,585	2.5%	\$ 994,627	\$ (43,090)	-4.3%
Shared County Tax	\$ 365,891	\$ 333,147	\$ 32,744	9.8%	\$ 342,091	\$ 23,801	7.0%
Total	\$ 1,317,428	\$ 1,261,099	\$ 56,329	4.5%	\$ 1,336,717	\$ (19,289)	-1.4%

Year to Date

	YTD 2022	YTD 2021	2022 - 2021 \$ Change	2022 - 2021 % Change	YTD 2022 Budget	2022 Budget \$ Variance	2022 Budget % Variance
3% Sales Tax	\$ 5,351,505	\$ 5,234,688	\$ 116,817	2.2%	\$ 5,332,589	\$ 18,916	0.4%
Shared County Tax	\$ 1,925,855	\$ 1,821,616	\$ 104,240	5.7%	\$ 1,753,848	\$ 172,007	9.8%
Total	\$ 7,277,360	\$ 7,056,304	\$ 221,056	3.1%	\$ 7,086,437	\$ 190,923	2.7%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
July 2022



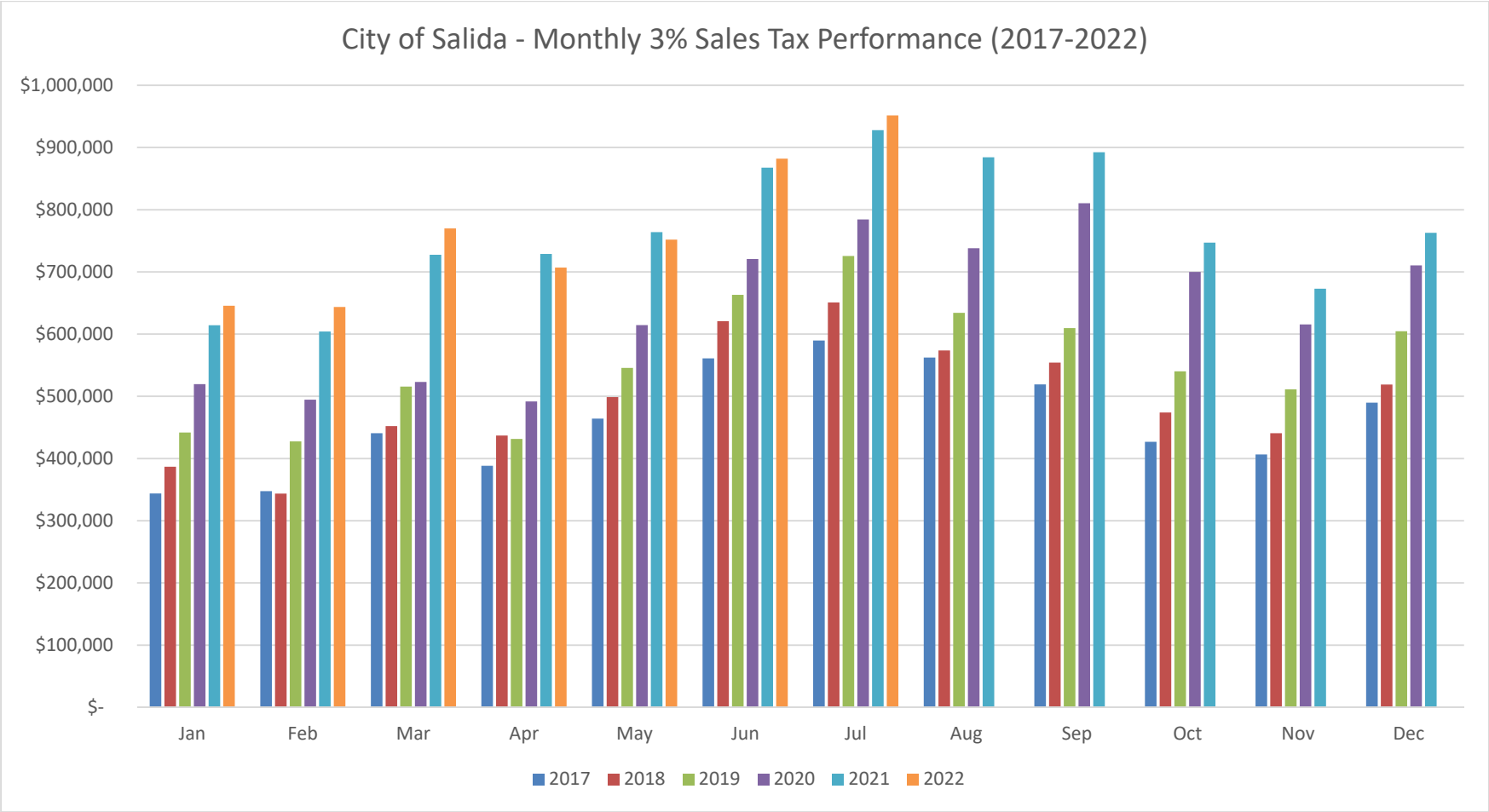
Item 9.

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

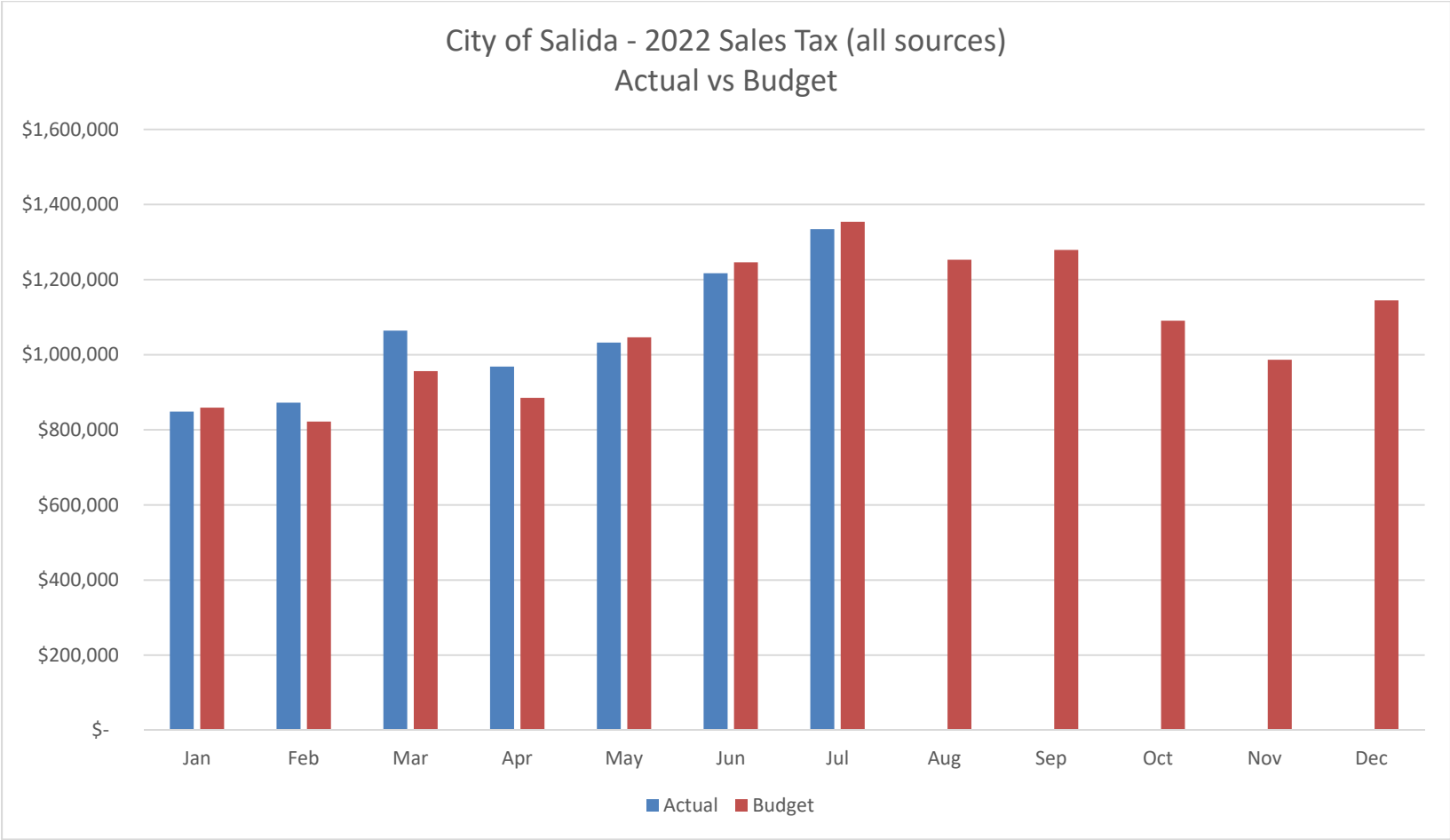
3% City Sales Tax by Industry Sector

Current Month					Year to Date			
NAICS Sector	July 2022	July 2021	2022-2021 \$ Change	2022-2021 % Change	YTD 2022	YTD 2021	2022-2021 \$ Change	2022-2021 % Change
Retail Trade	\$605,190	\$ 569,708	\$ 35,482	6.2%	\$3,483,804	\$ 3,554,591	\$ (70,787)	-2.0%
Accommodation and Food Services	\$218,810	\$ 249,161	\$ (30,351)	-12.2%	\$1,019,389	\$ 977,454	\$ 41,935	4.3%
Manufacturing	\$ 24,650	\$ 22,745	\$ 1,905	8.4%	\$ 191,770	\$ 155,973	\$ 35,797	23.0%
Wholesale Trade	\$ 23,409	\$ 24,004	\$ (595)	-2.5%	\$ 176,834	\$ 147,389	\$ 29,445	20.0%
Construction	\$ 12,092	\$ 8,471	\$ 3,621	42.7%	\$ 84,389	\$ 74,155	\$ 10,234	13.8%
Information	\$ 8,902	\$ 7,295	\$ 1,607	22.0%	\$ 67,866	\$ 47,533	\$ 20,333	42.8%
Real Estate, Rental & Leasing	\$ 13,367	\$ 5,851	\$ 7,516	128.5%	\$ 55,693	\$ 27,768	\$ 27,925	100.6%
All Other	\$ 45,117	\$ 40,717	\$ 4,400	10.8%	\$ 271,760	\$ 249,825	\$ 21,935	8.8%
Total	\$951,537	\$ 927,952	\$ 23,585	2.5%	\$5,351,505	\$ 5,234,688	\$ 116,817	2.2%

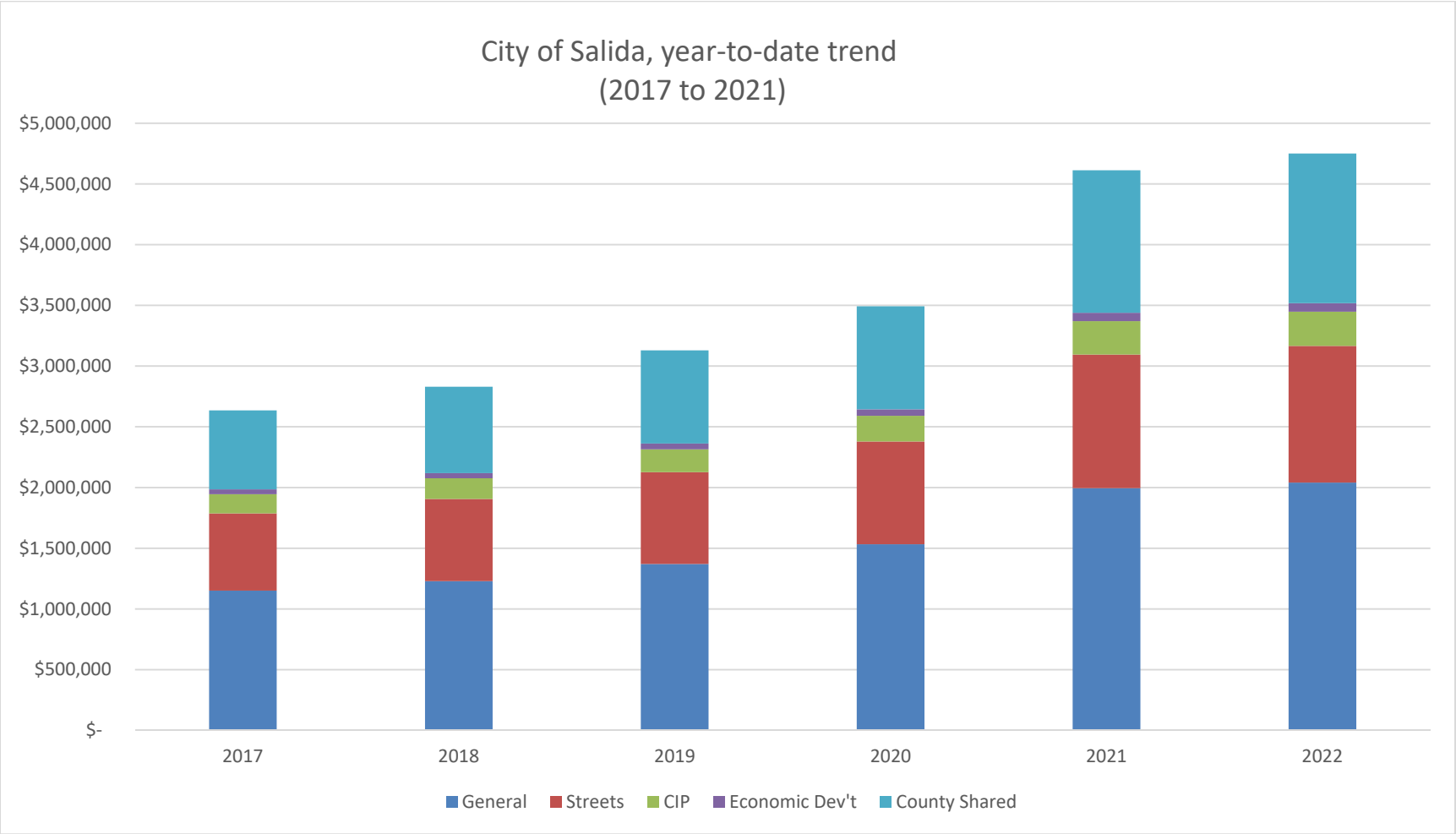
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JULY 2022



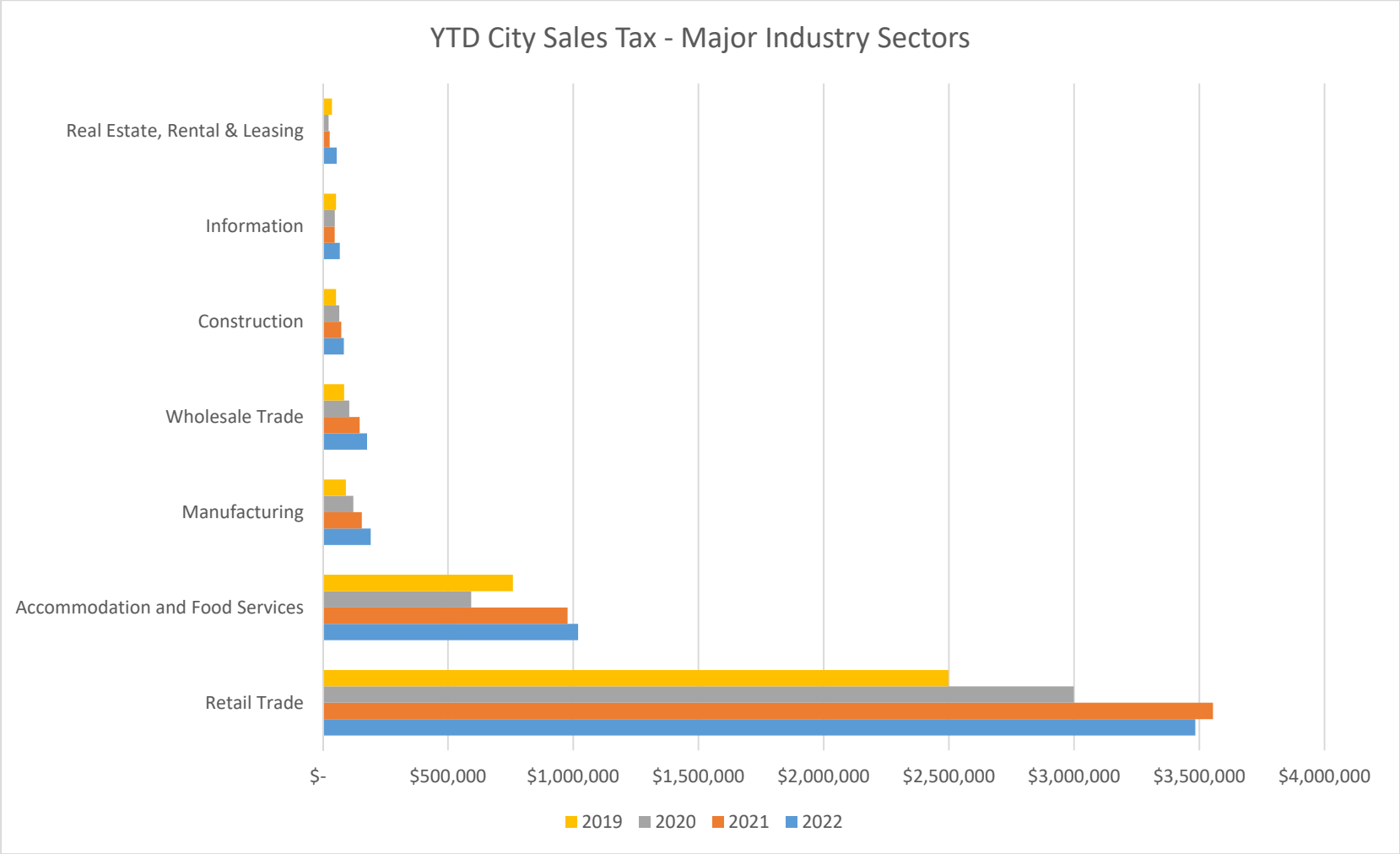
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JULY 2022

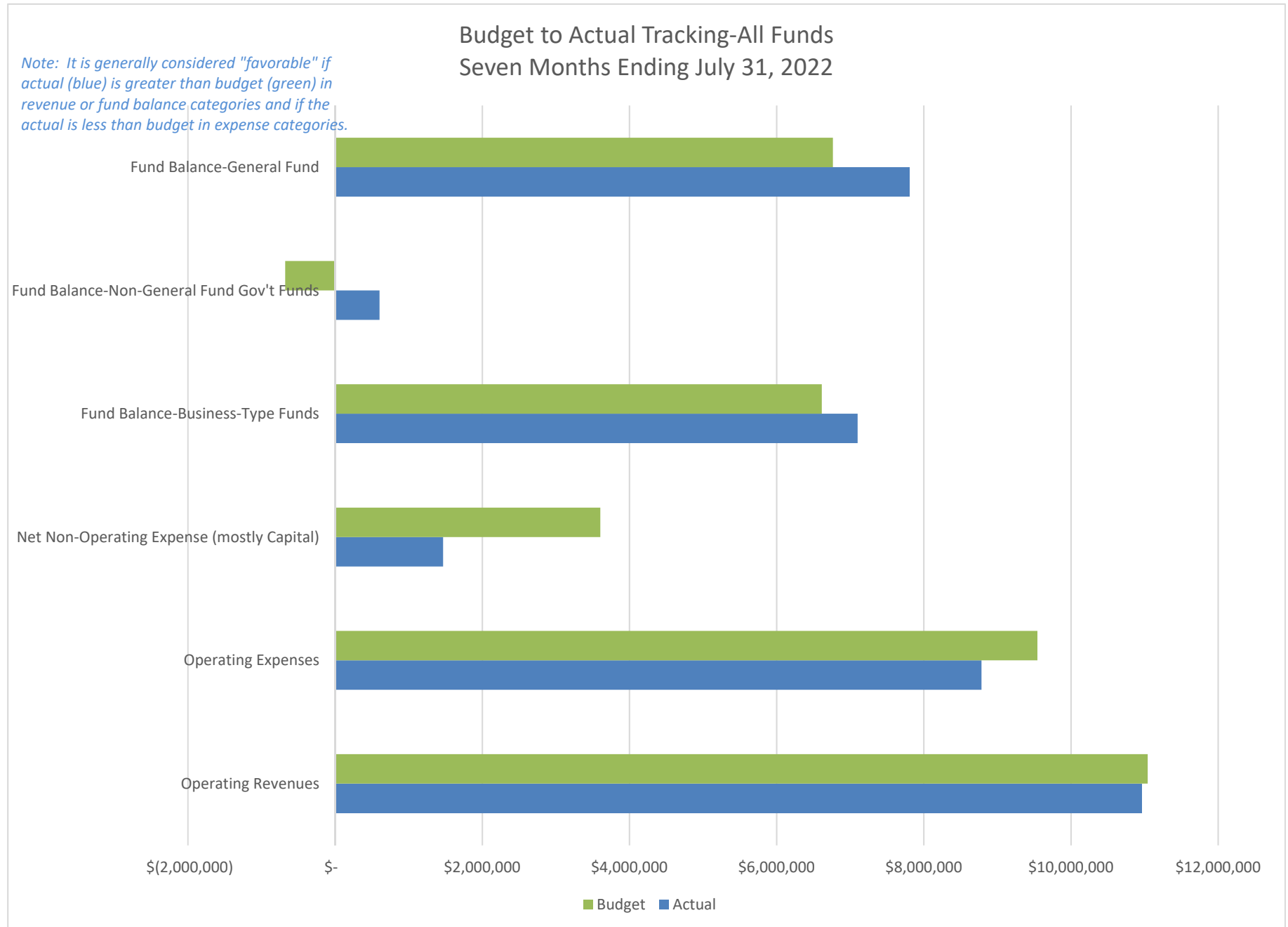


CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JULY 2022



CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JULY 2022





City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Seven Months Ending July 31, 2022

Percentage of year passed:

58%

	YTD July 2021	YTD July 2022	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1 <u>Operating Revenues</u>						
2 Tax Revenue (Sales, Lodging, Franchise fees)	\$ 3,395,997	\$ 3,490,735	\$ 3,671,885	(1) \$ (181,150)	\$ 6,420,596	54.4%
3 Fees for General Services	127,410	101,002	132,218	(31,216)	226,750	44.5%
4 Fines & Forfeitures	28,361	21,054	37,318	(16,264)	64,000	32.9%
5 Licenses and Permits	75,183	83,825	22,158	61,667	38,000	220.6%
6 County sales tax and other intergovernmental revenue	1,919,112	2,058,567	2,031,244	27,323	3,483,526	59.1%
7 Fees for Recreation & Event Services	212,858	538,583	556,733	(18,150)	954,783	56.4%
8 Miscellaneous Revenue	131,579	74,463	93,588	(19,125)	160,500	46.4%
9 Total Operating Revenues	5,890,500	6,368,229	6,545,144	(176,915)	11,348,155	56.1%
10 <u>Operating Expenses</u>						
11 Cost of Sales	50,943	77,762	88,923	11,161	152,501	51.0%
12 Personnel	3,402,760	4,018,320	4,359,835	341,515	7,476,996	53.7%
13 Contracted Services	519,742	588,092	680,928	92,836	1,167,750	50.4%
14 Supplies & Materials	175,142	245,363	229,537	(15,826)	393,650	62.3%
15 Utilities	245,186	215,059	267,235	52,176	458,300	46.9%
16 Other Operating Costs ^	618,448	715,939	957,751	241,812	1,642,788	43.6%
17 Financing Obligations	129,885	129,883	129,883	(2)	253,567	51.2%
18 Total Operating Expenses	5,142,106	5,990,418	6,714,092	723,674	11,545,552	51.9%
19 Revenues over (under) expenses-operating only	\$ 748,394	\$ 377,811	\$ (168,948)	\$ 546,759	\$ (197,397)	-191.4%
20 <u>Non Operating Revenue and Expense ~</u>						
21 Capital Revenue	41,541	19,314	5,831	13,483	10,000	193.1%
22 Grant Revenue	868,352	812,149	471,934	340,215	809,354	100.3%
23 Net Transfers out (transfer made at year end)				-	(2,757,000)	0.0%
24 Capital Expenditures (\$500 - \$4,999)	(50,190)	(166,995)	(171,082)	4,087	(293,400)	56.9%
25 Capital Purchases & Improvements (\$5,000 +)	(122,261)	(156,998)	(297,238)	140,240	(509,750)	30.8%
26 Total (net) Non Operating Revenues & Expenses	\$ 737,442	\$ 507,470	\$ 9,445	\$ 498,025	\$ (2,740,796)	-18.5%
27 Revenues over (under) expenses	1,485,836	885,281	(159,503)	1,044,784	(2,938,193)	
28 Fund Balance at 1/1/21 (Unrestricted)		6,924,055	6,924,055		6,924,055	
29 Fund Balance at period end		\$ 7,809,336	\$ 6,764,552	1,044,784	\$ 3,985,862	

* 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) 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
Seven Months Ending July 31, 2022

Percentage of year passed:

58%

	YTD July 2021	YTD July 2022	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1						
2						
3						
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* YTD budget spread evenly throughout year except as noted in (1)

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

~ 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
Seven Months Ending July 31, 2022

Percentage of year passed:

58%

	YTD July 2021	YTD July 2022	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1						
2						
3						
4						
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21						

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

(1) Within this expense group is the Property and Liability Insurance which is paid at the beginning of year, budget for that distributed to beginning of year as well.

(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.



SEPTEMBER 2022 STAFF REPORTS

Police Department –

- We had 702 calls for service in August. So far this year we are very close to the call numbers we had in 2021.
 - Officer Tucker is back in the schools as the SRO and things have been going well. We have been meeting with the school leadership frequently and will continue to do so throughout the year.
 - We conducted a joint driving training with Chaffee County and Buena Vista PD. We were able to utilize the POST driving track that was built near Alamosa as a regional asset.
 - We worked a large identity theft and check fraud case that involved Canon City, Leadville, Buena Vista and Salida. After putting a case together, we have made several arrests and have a few more pending.
 - We have had a rash of auto thefts. We were able to put several cases together and complete arrests on them.
 - Sarge was utilized in a traffic stop where we recovered just under 2oz of meth from a person that has been dealing drugs in our community for quite some time. That person was arrested and charged with distribution of drugs.
-

Finance Department –

- The 2023 requested budget is now available for public inspection at <https://stories.opengov.com/salidaco/published/JxTWOKVcb>. Staff will present the budget to Council Monday, September 19 and Council will provide feedback. The impact of any changes to the budget will be discussed at the October 4 worksession and a public hearing will be held October 18 prior to Council adoption.
 - The new employee timekeeping program has been implemented (staff successfully worked through several glitches). This process should increase efficiency and accuracy.
 - Staff have pulled together to stay caught up on daily work while our Assistant Finance Director (Kristen Hussey) is on maternity leave.
-

Community Development Department –

- As of September 15, we've seen 138 total building permits, inc. a total of 65 new residential units. At the same time last year, we had reviewed 172 permits with 145 total new residential units (48 of them were the Salida Ridge LIHTC project). In 2020, we had reviewed 108 permits with 43 total new residential units.

- We currently have 18 active land use applications that are in some stage of the process, from staff pre-application conference to pending decision, including anything from minor subdivisions to major impact reviews. We've seen a significant uptick in proposals over the last month, and a few of these include much-needed rental housing units.
- Chaffee Housing Trust has officially submitted permits for the 6 affordable units to be located at 3rd and M Streets, previously owned by the City.
- Staff continues to attend/present at several affordable housing-related meetings/symposiums to get the word out about the City's efforts and policies
- All 5 RVs out at the RV Resort continue to be leased out, providing temporary housing to 5 different employed households in a variety of circumstances. The decision has been made to suspend purchase of additional units until at least Spring 2023, due to capacity to run the program and challenges associated with winter use.
- The first building (24 units) at Salida Ridge Apartments (LIHTC project) has received all inspections and is anticipated to open by the end of September. The second building (also 24 units) is expected to open by December.
- Work on the land use code update has been rekindled after a long hiatus, and Council will be seeing more information about this in the near future. A work session with Planning Commission and the LUC Update Committee is planned at the Sept. 26th PC meeting to discuss the adoption of a future land use map as an addendum to the Comprehensive Plan.
- The request for proposals (RFP) for the South Arkansas River Sub-Area (SARSA, aka City-owned Vandaveer property) master plan is expected to hit the streets by the end of the month.

Parks and Recreation Department –

- See Attached.

Public Works Department –

- See Attached.

Arts and Culture Department –

- The exhibit from a collective of artists that were award-winners from the 2021 Valley Visions Art Show debuted in the Paquette Gallery, and an artists' reception was held during the monthly Creative Mixer, which was attended by (50) people.
- The Summer Concert Series wrapped up in August with two (2) concerts in Riverside Park. The free concert events were attended by a total of (700) attendees.
- Jazz Fest returned to Riverside Park in a BIG way, despite the torrential rains at times, with six (6) music acts representing a varied mix of jazz and blues styles throughout the day and into the evening. Attendance for the entire festival was (3,000) people.
- The free outdoor screening series Movies @ Marvin concluded with a 30-year anniversary screening of ALADDIN, which was attended by (40) people. Kaleidoscope Toys was a sponsor of two of the three events.

- Poetry returned to the SteamPlant with a special event on the Plaza highlighted by three (3) published Colorado poets.
- Sventastik Productions brought their live theater performance of SHREK: THE MUSICAL to the Theater stage over two weekends and performed (6) shows (final three took place over first weekend of Sept.) to sold-out crowds.
- In addition to weddings, several civic and non-profit groups activated venue spaces throughout the month. Some of those groups included Chaffee County economic Development Corporation, Truth Has A Voice Foundation, American Whitewater, and Central Colorado SBDC.
- The new Arts and Culture Community Engagement Coordinator, Tina Gramann, started near the beginning of the month.
- TOTAL GUESTS Attending (39) Events/Meetings for May = 5,837
 - Number of free arts and culture events/no admission = 7
 - Number of attendees at free events = 3,943
 - Number of events paying rental fees = 32
 - Number of entities using the facilities = 25

Fire Department –

- Design work continues on the new Firehouse. We will have a design work session on September 21st and are planning to present to council at the work session on October 17th.
- ISO conducted their site visit on September 13th. We finalized all of the survey paperwork and flowed hydrants in Ute Heights Subdivision. It will be several months before we receive our updated PPC rating.
- The fire department supported the schools for Homecoming Week by assisting with the Bonfire and being present at the game.
- The department's ladder truck passed its annual testing earlier this month. Some defects were noted that are consistent with a 25 year old apparatus.

Clerk's Office –

- Municipal Court
 - Attending the Early Career Professionals Zoom Meeting for the National Association of Court Management
 - Tracking court cases and trends seen in court over the past six months
 - Updating our training manual on how to use our court software
 - Monitoring the Default Judgements for Parking tickets and helping defendants pay their fines
 - Deputy Clerk utilizing their Colorado Crime Information Center Certificate, a five month program which allows the Court Clerk to pull sensitive background check information for the prosecutor and police department
- Special Events
 - Training with Tina Gramann, Special Events Coordinator, on her new role
 - Supporting event organizers obtain the proper permitting for liquor
 - Processing Amplified Sound Permits as they come in
- Short Term Rentals
 - Working with Residential short term rental license holders with the online software

- Reviewing the last of the residential short term rental applications for 2022-2023
- Working with real estate agents when questions come up about a properties eligibility for a short term rental
- Evaluating the administrative process of the STR program and finding efficiencies and updates where possible.
- Election
 - Working with the County Clerk to ensure the City remains in compliance with election roles/duties/timelines
 - Accepting various Issue Committee registrations
 - Sent official ballot language to the County Clerk for inclusion on the ballot
- Liquor
 - Working on several new liquor license with business owners
 - Continue to work with businesses that are transferring licenses.
- CBI/FBI Audit
 - Submitted materials for the biannual audit for processing liquor license background checks



Parks and Recreation Department report

Date: 9/20/22

Aquatics

- Returned to fall/winter hours. Monday - Thursday 6 am- 6 pm; Fridays 6 am - 8 pm; Saturdays 10:30 am -8 pm; and Sundays 10:30 am - 6 pm.
- Parent/tot, Preschool and Learn to Swim lessons will be offered in the fall.
- Facility will be closed for cleaning and maintenance October 3 - 15, 2022.
- Salida Swim Team will be renting the pool for a stroke clinic on Monday, Wednesdays and Saturdays.
- The numbers of users has decreased as school is back in session

Salida Hot Springs Aquatics Center

- Boiler replacement project pre-construction site visit.
- Review engineering plans for Hot water main replacement project
- Review job description for Parks and Facilities Worker 1
- Monitoring the splash pad construction project
- Getting the insurance claim and contractor lined out for the replacement of the west wing roof
- Reached out to Central Colorado Sound for an updated quote for a new PA system for the aquatic center
- Ordering and receiving confined space fall protection equipment
- Working with Unifirst on a proposal for laundering deck mats
- August DMR
- Draft Cover Letter for August DMR regarding missing temperature data for the South Arkansas River (receiving stream)
- Communicating with Aquatic Resources regarding the pumproom controles project set for fall shutdown
- Investigating manholes within the collection at the source for upcoming maintenance / remove blue foam board from lids to reduce the risk of clogging the pipeline
- Replace a flush valve in the women's locker room
- Ordered more flush valves that need to be replaced within the locker rooms
- Transition to ADP for timekeeping
- Replaced LED diodes and drivers on the tennis/pickleball court lights
- Cleaning out air handler cage in preparation for the boiler replacement project

Recreation

- Kickball season is halfway through with 8 teams participating.
- Bike fest is September 16-18th and is expanded this year to include a 76 mile gravel bike ride, kids bike decorating, the banana belt mountain bike race, a cruiser ride, a bike movie and the Monarch Crest Crank
- 2nd Annual Monarch Skate Jam Saturday, 10/8 at Centennial Skatepark. Proceeds go to Salida Parks & Rec Scholarship Fund.



- Preparation is being done for the winter recreation guide, halloween floating pumpkin patch, winter basketball, winter dodgeball league, winter volleyball league, the Salida Ski bus, the New Year's Day 5k and other programs!

Parks and Facilities

- Parks Staff has been performing tree trimming operations throughout our parks system.
- Working on replacing the water drinking fountain at the Caboose with a new ADA compliant fountain with a water bottle fill station.
- Parks is advertising for a Parks Mechanic position.
- Maintenance to our "Scout Wave" on the Arkansas River is currently underway.
- Staff has been partnering with our consultant to complete our property survey in conjunction with our ADA transition plan.
- Staff and SPOT are hosting a volunteer appreciation at the Scout Hut on 9/15.
- Splash pad construction is underway.

General

- Received 9 proposals for on-call planning and design services. A combination of City Staff and the PROST board are reviewing the proposals.
- Received 10 applications for the PROST board. The members of the board are reviewing the applicant to make a presentation to the Council.
- Parks & Rec leadership team members to attend CPRA conference 10/4-10/7.

Public Works Department Report

September 2022

Planning/Engineering/Construction

➤ Planning and Construction

Streets

- Continue meetings with CDOT/Engineer on Oak and 291 improvements
- Initiate Poncha Blvd design and send out public communication info
- 2022 Street Reconstruction:
 - 12th Street complete with punchlist items remaining
 - New St complete, adjacent development improvements underway
 - 10th Street underway between D St. and F St.
- 2022 Concrete Maintenance: underway, start on east 1st later this month
- 2022 Asphalt Maintenance Project: complete
- Oak St / Safe Routes to School:
 - Design underway with draft plan ready for CDOT submittals

Utilities

- 2022 Sewer Reconstruction
 - Poncha (US-50) and Holman at 16th areas complete
 - Work underway on alley between G and H and 3rd and 4th.
 - Work in alley between Poncha Blvd and Ouray Ave. upcoming
- Pasquale WTP Project: Construction underway
- Harrington ditch piping: Survey and due diligence underway
- Poncha Trunk line: Design underway

➤ Other CIP Items:

- Coordination for transport of caboose to Silverton for restoration. Prefab of items currently underway.

Operations

➤ Streets

- Asphalt maintenance and patching
- Thermoplastic markings for ADA/bike sharrows/crosswalks
- Sign replacement repairs
- Entryway monument cleanup and hardscaping at US-50 and Oak/F Streets
- Storm sewer maintenance and jetting to remove sediment

➤ Utilities

Field Utilities

- Completed sewer line cleaning and inspection for east 1/3 of collection system
- Smart meter upgrades (dealing with some supply chain issues)
- Inspection and new development assistance

Water Treatment

- Unplanned maintenance due to flood in Poncha and prep for Pasquale to go offline

Wastewater Treatment

- Work with consultant and director on process control data collection
- Additional testing for compliance and plant operational trending



Figure 1 - 10th and New St Reconstruction



Figure 2 - Pasquale Springs WTP Reconstruction