EST. 1880 N

448 E. 1st Street, Room 190 Salida, Colorado 81201 May 21, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting https://attendee.gotowebinar.com/register/3742005742374996822.

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

To watch live meetings: http://www.youtube.com/@cityofsalidacolorado

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

CONSENT AGENDA

- Approve Agenda
- 2. Approve May 7, 2024 Minutes
- 3. Approve City of Salida/FIBArk contract
- 4. Approve Farmers' Market
- 5. Approve Street Closure for FIBArk Pancake Breakfast
- 6. Approve Summer Concert Series
- 7. Approve 4th of July Event
- 8. Approve Chalk Festival
- Approve Conditional Award of a Construction Contract for the Oak Street Reconstruction Project and Conditional Budget Amendment for the Street Fund

CITIZEN COMMENT—Three (3) Minute Time Limit

- 10. Citizen Comment Vince Phillips
- 11. Citizen Comment Vince Phillips

LIQUOR LICENSING AUTHORITY

12. New Tavern Liquor License request for Coffee by Topo, Ltd., DBA Coffee by Topo at 211 F Street

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Fontana, Martin, Naccarato, Pappenfort, Stephens

Mayor Report

Treasurer Report

13. Treasurer Report

Attorney Report

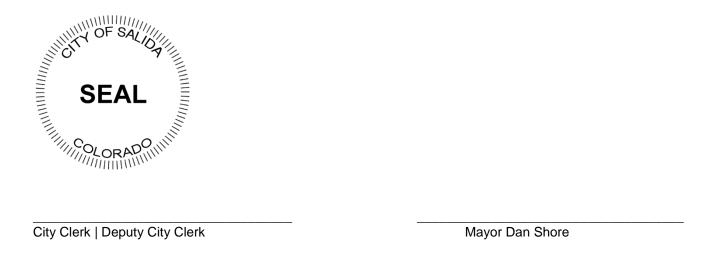
Department Updates

14. Department Updates

EXECUTIVE SESSION

15. **EXECUTIVE SESSION** - 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: **Legal advice regarding lawsuit brought by the Town of Poncha Springs, Tailwind Group LLC and Full Views Matter, LLC against the City of Salida and related negotiations, information, discussions and next steps.**

ADJOURN





448 E. 1st Street, Room 190 Salida, Colorado 81201 May 07, 2024 - 6:00 PM

MINUTES

Please register for Regular City Council Meeting
https://attendee.gotowebinar.com/register/3742005742374996822
After registering, you will receive a confirmation email containing information about joining the webinar.
To watch live meetings:

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Suzanne Fontana Council Member Justin Critelli Council Member Aaron Stephens Council Member Alisa Pappenfort Council Member Wayles Martin Mayor Dan Shore Treasurer Ben Gilling

ABSENT

Council Member Dominique Naccarato

Civility Invocation

Civility Invocation

CONSENT AGENDA

Motion made by Council Member Critelli, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

Approve Agenda

Approve April 16, 2024 Minutes

Approve Agreement with Arkansas Valley Physical Therapy

Approve Special Event Liquor License for SunFest

Approve Special Event Liquor License for Heart of the Rockies Rampage

Approve Special Event Permit for the Memorial Day Parade

MOTION PASSED

CITIZEN COMMENT-Three (3) Minute Time Limit

Robin NeJame, Zach Zeiset, Bella Cowdin, Adam Martinez, Karen Lundberg, and Jim Miller spoke during public comment.

PROCLAMATION

Asian American Pacific Islander Heritage Month

LIQUOR LICENSING AUTHORITY

New Tavern Liquor License for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 1/2 W. Highway 50.

Mayor Shore opened the Public Hearing. Clerk Kristi Jefferson presented the Liquor License request.

The applicant, Michael De Runtz, asked Council to approve the request.

Shannon Stowell spoke in favor of the request. Hearing no other comment, the Mayor closed the Public Hearing.

Council Member Fontana moved to approve the new Tavern Liquor License, Seconded by Council Member Critelli.

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

Resolution 2024-31 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING 2024 INCLUSIONARY HOUSING MAXIMUM SALES AND RENTAL PRICES

Council Member Pappenfort moved to approve Resolution 2024-31, Seconded by Council Member Critelli. Voting Yea: Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

Voting Nay: Council Member Fontana

MOTION PASSED

Resolution 2024-32 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2024 FEE SCHEDULES

Council Member Pappenfort moved to approve Resolution 2024-32, Seconded by Council Member Critelli. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort

Voting Nay: Council Member Martin

MOTION PASSED

Resolution 2024-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, APPROVING AND ADOPTING THE SALIDA CITY COUNCIL HANDBOOK, AND REPLACING THE SALIDA CITY COUNCIL REMOTE PARTICIPATION POLICY

Council Member Stephens moved to approve Resolution 2024-33, Seconded by Council Member Martin. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

RESOLUTION 2024-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

Council Member Fontana moved to approve Resolution 2024-34, Seconded by Council Member Stephens. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Fontana, Martin, Naccarato, Pappenfort, Stephens

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

ADJOURN

Adjourned at 8:27pm



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	5/21/24

ITEM

Consent agenda

Relationship agreement with FIBArk Community Paddling Center for the 2024 FIBArk Festival.

BACKGROUND

The City and the FIBArk Community Paddling Center have partnered to put in the FIBArk Festival in past years and will be doing so again. The attached contract explains the roles and responsibilities of each organization and if still open for slight adjustments with negotiations between the parties.

FISCAL NOTE

See Contract

<u>STAFF RECOMMENDATION</u>
To approve entering into a contract with FIBArk defining the relationship between the city and organization for the planning and running of the 2024 FIBArk festival and races.

SUGGESTED MOTION

A Councilperson should move to approve the consent agenda.

CITY OF SALIDA RELATIONSHIP AGREEMENT

THIS AGREEMENT entered into this __23___day of _January_, 2024, by and between the CITY OF SALIDA, COLORADO, a statutory city and municipal corporation, hereinafter referred to as "City", and the [FIBArk Community Paddling Center (FCPC)], [P.O. Box 699, 104 Crestone Avenue, Salida, Colorado 81201], hereinafter referred to as "Organization".

WHEREAS, Organization is a community-based organization providing for the recreational or other positive benefits of the Salida community; and,

WHEREAS, the City owns and operates certain property and facilities and rights-of-way and regulates certain activities throughout the City of Salida; and,

WHEREAS, and Organization desires to [hold the 76th Annual FIBArk Festival __]; and,

WHEREAS, the City and its Parks and Recreation Department wish to enter into this Agreement with Organization to memorialize the Parties' collaborative relationship and understanding; and

WHEREAS, the City and Organization further wish to clarify within this Agreement the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

- 1. **Purpose and Description**: Organization plans to [hold the 76th Annual FIBArk Whitewater Festival]. City agrees to allow Organization to [_ hold the 76th Annual FIBArk Whitewater Festival__] at [_The boat ramp, river slalom course, Riverside Park, F St., E st., Sackett St., the river trail, and the Rotary Amphitheatre _] located at [addresses near 38.538047, -105.991066 _] within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by the Organization for [the 76th] **FIBArk Whitewater Festival**] scheduled and approved in advance with the City.
- 2. **Term**: The term of the Agreement shall be for one (1) year starting from the date of approval of this Agreement or until terminated by either Party. As long as Organization is in compliance with the terms and conditions of this Agreement, this Agreement shall be automatically renewed on an annual basis thereafter. Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause
- 3. **Rate:** City will charge Organization [\$0]
- 4. **Special Conditions**: The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:

A. [FIBArk Community Paddling Center] will:

- i. FCPC will promote FIBArk events through social media and print media
- ii. FCPC will plan and manage all river races.
- iii. FCPC will provide the administration including timing and volunteer organization for river races.
- iv. FCPC will provide event insurance for the river races.
- v. FCPC will provide insurance for the Festival in Riverside Park
- vi. FCPC will provide medals for all river races, 10k, 5k, triple crown, and 10k trail run.

Item 3.

- vii. FCPC will contract with a waste management service to hold a near zero or zero-waste and refer to the "2023 FIBArk Waste Diversion Presentation" for guidance.
 - 1. City will contribute \$5,000 towards a zero waste trash service
- viii. FCPC agrees to place the City of Salida logo on all shirts, banners, and advertising for the festival.
- ix. FCPC will be responsible for music booking, sound/stage equipment, ticket sales, security, MC, food vendor booking, beer tent, as well as any other requirements listed in the City's park rental
- x. FCPC will secure and contract with a carnival or activities provider.
- xi. FCPC will attend all required meetings by the City for festival planning/permitting purposes.
- xii. FCPC will donate a to-be-determined amount of funds raised during the festival to the Department of Parks and Recreation to facilitate the Youth Paddling program.

B. The City will:

Festival

- i. Coordinate (This will include all aspects of the event from permits, to professional timing and registration):
 - 1. The Tenderfoot Hill Climb on June 13th, 10k road race, 5k road race on June 15th, and
- ii. 10k Trail run on June 16th. The City will promote FIBArk through social media and print media with the designs/graphics provided by FCPC.
 - 1. If graphics and materials are not provided, the City will use its best judgment on logo and language use.
- iii. The City agrees to place the FIBArk logo on marketing materials associated with the:
 - 1. Kids in Kayaks
 - 2. ACA Level 1 kayak instruction "Learn to Kayak"
- iv. ACA Level 2, ACA Level 3The City will manage the following aspects of the land races:
 - 1. race timer management,
 - 2. course marking and signage,
 - 3. volunteer management, and
 - 4. day of race administration.
- v. The City will provide the following for all land races:
 - 1. online registration (including registration to within 30 minutes of the event),
 - 2. permitting,
- vi. The City will provide number plates for all land races.
- vii. The City will provide appropriate amenities for race participants for all land races.
- viii. The City will create awards categories, pay for prizes, and present awards in cooperation with FCPC for all land races.
- ix. The City will plan, oversee, execute all land races.
- x. The City will provide:
 - 1. 12 porta potties for Riverside Park,
 - 2. 8 porta potties for the Boat Ramp, and
 - 3. 4 porta potties for the F Street Lot to be sited in coordination with FCPC. Should plans for the festival change, the number of porta potties can be changed in coordination with FCPC.
- xi. The City will contribute \$5000 and transportation equipment to the cost of zero-waste trash services.
- xii. The City will provide additional internet service in the downtown area.

- Item 3.
- xiii. Provide support throughout the application process, 1 point of contact for paddle process. Communications and 1 point of contact for marketing related matters. The City will allow use of all electrical outlets and water taps in Riverside Park consistent with FCPC's park permit.
- xiv. The City will provide services to install FIBArk's letters and banners at Riverside Park on 6/10/24. A FIBArk Board of Director will be present to assist with placement.
- xv. City staff will present a Resolution to City Council prior to the festival to allow for camping at Marvin Park

Paddling Program

- xvi. The Department of Parks and Recreation will use funds donated by FIBArk to facilitate the "FIBArk Community Paddling Program".
 - 1. Funds will be used to offset participants' fees to register for:
 - a. ACA level 1, 2, and 3 instruction courses at the SHSAC and the river.
 - i. To be marketed as: "the FIBArk Community Paddling Program's Learn to Kayak classes for kids and adults". (or "FIBArk presents ACA level 1 Kayaking class for kids Introduction to Kayaking" something like ...?)
 - b. Level 1 at the SHSAC and marketed for local youth
 - i. To be marketed as: "the FIBArk Community Paddling Program's Learn to Kayak class for local kids".
 - 2. Funds will also be used to facilitate The Kids in Kayaks 4th grade program the week before spring break at the Salida Hot Springs Aquatic Center. This will include Longfellow elementary school 4th graders.
 - a. To be marketed as: "FIBArk, the City of Salida and Longfellow Elementary School offer/bring the 4th grader Kids in Kayaks program.

The City will allow FIBArk board members and immediate family free and early registration to ACA level 1,2, and 3 pool and river classes.

C. Funding

- a. FCPC and the City agree to the following revenue split continent upon the mutually agreed completion of the responsibilities described above.
 - 1. FCPC will retain all revenue earned from any river-based events.
 - 2. FCPC will retain 30% and the Department of Parks and Recreation will retain 70% of the gross revenue generated via the FIBArk land races.
 - a. Competitor t-shirts are not considered revenue
 - 3. FCPC will retain all revenue earned from any alcohol sales hosted in Riverside Park.
 - 4. The City agrees to pay permit fees owed for:
 - a. Application fee
 - b. Rental of Riverside Park and other City owned properties
 - c. Water use fee
 - d. Power use fee
 - e. Street closure fee
 - f. Cones and barricade fees
 - g. Additional police and fire support
 - 5. FCPC will provide the Department of Parks and Recreation 10% of profits from ticket sales.

- 5. Reporting: The City will evaluate the effectiveness of this relationship after [June, 2024]. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In [Sept., 2024], Organization and City will have a meeting about the [FIBArk Festival and Paddling **Program**] and what the roles for each party will look like in the subsequent years.
- 6. Surrender of Property: Organization shall quit and surrender any designated or utilized properties, rights-of-way or facilities to the City at the end of the term of this Agreement in the same condition as at the date of the commencement of this Agreement, ordinary wear and tear excepted.
- 7. **Rules and Regulations**: Organization, and all persons whom Organization allows at the event, activity or as a result of this relationship, shall abide by and conform to all Rules and Regulations concerning their event, activity or relationship, or the use of any City properties and City facilities and City rights-of-way, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
- 8. Maintenance: City reserves the right to close any applicable properties or facilities or rights-of-way for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
- 9. **Indemnification**: The City shall have no responsibility for the safety and or security of any person participating in any applicable events or activities by Organization, or in the use of any City properties or facilities or rights-of way. Organization expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in Organization's use of any City property or facility or right-of-way, or in or at the Organization's event or activity, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of Organization.
- 10. **Insurance**: Organization agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$2,000,000.00 per occurrence for bodily injury and property damage combined, naming the Organization, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Organization shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.
- 11. Compliance with Law: Organization shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. Organization will not do or suffer to be done anything on any used or designated City property, facility or right-of-way during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. If Organization's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Organization, they will immediately desist from and correct or cause to be corrected such violation.
- 12. **Damage to City Property**: If any designated property, facility or right-of-way, or any part of buildings on designated property, or any equipment located on the designated property during the term of this Agreement shall be damaged by the act, default, or negligence of the Organization or its agents, employees, patrons, guests, or any person admitted to the designated property by Organization, the Organization will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. Organization assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the Organization or by or with the consent of any person acting for or on

Item 3.

behalf of Organization. Organization shall be responsible to maintain order and protect person property.

- 13. **Assignment**: Organization shall not assign this Agreement without the prior written consent of the City, nor use of the Property other than as specified in this Agreement.
- 14. **Release**: City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
- 15. **Modification**: Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- 16. **Contact Information:** The current contact information of the Parties is as follows:

City: City of Salida Department of Parks and Recreation

City representative: Diesel Post

Position: Director

Address: 410 W Hwy 50, Salida, Colorado, 81201

Telephone: 719-539-6738

E-mail: diesel.post@cityofsalida.com

Organization:

Organization representative: [FIBArk Community Paddling Center]

Position: Address: Telephone: E-mail:

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the Organization and the City, respectively, and that the Organization and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA ("City")

	BY:
	Christy Doon, City Administrato
	Date:
[NAME OF ORGANIZATION] ("Organization")	

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Exhibit A-City Liaison Scope of Duties

Item 4.

OF SALEST. 1880 OLORADO

City of Salida

Multiple Vendor Event Permit Application

Date of Application:

5/16/24

ORA			
	Event	Name: _	Salida Farmers Market
Event Location(s):			
Date(s) & Time(s) of	Event: Saturdays	lune 1st -	- October 26th 2024
	June 1st - S	Septembe	er 28th: 8 am - 12pm, October 5th - Oct. 26th: 9 am - 12 pm
Individual or Organiza	ation Sponsor(s):	Foodsh	ned Alliance
Address: P.C). Box 1155, Salida, C	O, 8120	1
			info@foodshedalliance.com
	ofia Adinolfi		
Phone: 913-	904-8207	Email: _	info@foodshedalliance.com
Participating Vendors	NOTE: It is required	d that you	u provide a copy of the current state license for each vendor.



Provide Proof of Insurance (The City Administrator, at his or her discretion, may require the City of Salida to be named as an additional insured).

OLORAD	Is a Copy of Insurance A	Attached? (Yes or No)		
Required Fees &	checklist:			
 □ \$75 Application Fee □ \$20 per participating vendor. Number of Vendors x \$20 = □ Current Colorado Sales Tax License for each participating vendor □ Proof of Insurance 				
Please Sign				
Event Sponsor:	Sofia Adinolfi	Date:	5/16/24	
City of Salida: _		Date:		

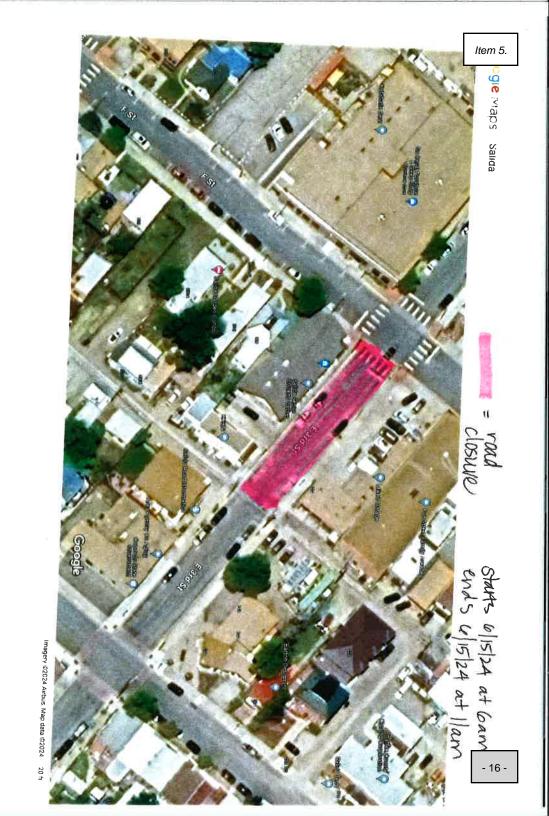
	SPECIAL EVENT MEMO	Γ	Item 5.
SPECIAL EVENT	PRESENTED BY	D	ATE
Pancake Breakfast - FIBArk	Parks & Recreation	May 21	2024
ITEM: Consent Agenda Council Action – Approve the Consent agenda Event Date(s): June 16th, 2024 Location: Salida Community Center – requience to the Consent agenda Event Mission Statement: The Salida Center, provides a pancake breakfast for local resident.	est to close F St in front of Community Center Senior Citizens Inc, dba the Salida Community	Check all that apply: Code Violation Liquor License Vendor(s) Amplified Sound Street Closure: Parade Street Closure:	
We promote an environment of support and advoca		Rolling Barricade Street Closure: 0	Other
opportunities for fellowship, recreation, health, lifeld Department Approvals Parks & Recreation	ong learning, & partnering with other organizations.	☐ Profit from publi asset ☐ Park Rental ☐ Trail/Path Use	0
Comments:		□ Filming	
Signature: Mr.	Date:	5/2/24	
Public Works Comments: HA Need	street closure plan	Dr approval	
Signature:	Date:	12/24	
Arts & Culture Comments: Signature:	Date:	5/16/24	
Police Comments:			
Signature:	Date:	05-02-24	
Fire Comments:			
Signature:	Date:	5-2-24	
- Chaffee County Public Health Comments:			
Signature:	Date:	5-15-24	
Administration Comments:			
Signature.	Date.	Sllefal	
City Clerk Comments: heed Street	dosure plan for	approval	
Signature:	Date:	05/16/24	

_ Sustainability/PIO Comments: ____

Signature

05/16/24 Date: ___

- 15 -



View results

Respondent

	62 Anonymous	11:22 Time to complete	
1.	Contact Name *		
	Elaine Allemang		
2.	Email *		
	salidacommunitycenter@yahoo.com		
3.	Phone Number *		
	719-239-1580		
4.	Mailing Address *		
	305 F. Street Salida,Co 81201		
5.	Event/Activity Name *		
	Annual Pancake Breakfast		
6.	Start date desired *		
	6/15/2024		
7.	Start time desired (please include set-up and load-in time) *		
	6:00 am		
8.	End date desired *		
	6/15/2024		::·
9.	End time desired (please include clean-up time) *		
	noon		

\subset	Riverside Park	
\subset	Alpine Park	Item 5.
\subset	Centennial Park Pavilion	
	Chisholm Park Indoor Pavilion	
\subset	Marvin Park Field 1, 2, 3, or 4 (for baseball, softball, kickball, or other use)	
\subset	Thonoff Park	
\subset	Crestone Mesa Park Pavilion	
\subset	Trailside Park	
\subset	Skatepark at Centennial Park	
\subset	Centennial Park Courts (for Tennis/Pickleball)	
	Whitewater Park	
\subset	South Ark Neighborhood (previously known as Vandaveer Ranch)	
\subset	F Street (for parades, foot races, bike races)	
	Another street in Salida	
C	"S" Mountain	
\subset) Monarch Spur Trail	
\subset	Other trail on City of Salida property	
\subset) Boatramp	
\subset) Other	
	you have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system. * ot, please create an account here: https://app.amilia.com/en/Login	
S	alida Senior Citizens, Inc dba Salida Community Center	
12. Are	e you requesting on behalf of an organization? *	
) Yes	
С) No	
	ease include the Mission Statement (maximum of 2-3 sentences). NOTE: this statement will be used as the event's description for the Council Memo Cover	
	he Salida Senior Citizens, Inc. dba The Salida Community Center provides a pancake breakfast for local residents and participants in the annual FIBArk event. We promote an environment of support dvocacy for our community through fostering opportunities for fellowship, recreation, health, wellness, lifelong learning, and partnering with other organizations.	ort and
14. Is t	the organization a nonprofit 50l (c)(3), (19) or (23)? *	
) Yes	
) No	
) N/A	

10. Desired location: *

	Drivete execution, invitation only, any colonyation (high-day, pouts, (1.4 days, potics))	
	Private event: by invitation only, ex: celebration/birthday party (14 days notice)	Item 5.
	Public Event: Free and open to the public, ex: concerts/festivals (60-90 days notice)	
	Closing a Public right of way (parade): street, sidewalk, other. (30 days notice)	
	Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)	
	Sports activity: practices, games, tournaments (30 days notice)	
	Race: A race event that can include walking, running, biking, etc. (60 days notice)	
	Assembly/First Amendment Activity (recommended 3 business days notice)	
	Special use commercial activity: any activity that has paying participants - classes, camps, tours, etc. (60 days notice)	
	A \$100 processing fee will be applied to all events except private park rentals. * Type your name to demonstrate understanding	
	Salida Community Center	
17. I	Do you need water access? *	
	\$30 for 1 to 7 days - Chisolm Park and Centennial pavilion exempt	
	○ Yes	
	No	
18. I	Do you need electrical service? *	
	\$30 for 1 to 7 days - Chisolm Park and Centennial pavilion exempt	
	○ Yes	
	No	
	Waste and Emergency management	
19. \	Will there be more than 50 people attending your event over the entire timeframe of the event? *	
(Yes	
	○ No	
20. I	Estimated number of attendees *	
	100	
21. \	What Portlet Service will you be using? 1 additional portalet is required for every 50 people. Existing restrooms do NOT apply. *	
	none restrooms available at center	
	The Chate Health Department or an analysis of head or this station of 5 and or this	
∠∠. -	The State Health Department recommendations 1 hand washing station per 5 every portlets. Type your name to demonstrate understanding *	- 19 -

15. What type of event are you requesting? *

available inside center

23.	What Trash service will you be using? 1 additional trash can is required for every 50 people. Existing trash cans do NOT apply. *	/to 5
	available at center	Item 5.
	Who is your emergency response contact? * Who can be called if there is an emergency during your event?	
	Elaine Allemang	
25.	Emergency Contacts Phone # *	
	719-239-1580	
	If your event needs to be "evacuated", where will you evacuate attendees? * Lightning, Wind, Acts of aggression, etc.	
	to their homes and motels	
27.	How will you communicate your evacuation to attendees? *	
	O PA system	
	○ Stage microphone	
	Bull horn	
	O Loud voice	
	Please upload proof of insurance with the "City of Salida" listed as additionally insured for \$1,000,000 to the link below: * 2024 Special event uploads	
	https://cityofsalida-my.sharepoint.com/:f:/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
	Proof of insurance uploaded	
	Proof of NOT uploaded	
	Food and alcohol	
29.	Do you request that alcohol be sold or available at your event? *	
	○ Yes	
	No	
30.	Will food be available from an outside vendor? *	
	O No	

	Single Single	Item
	Multiple	
32. A	single vendor event must complete the Public Property Vending Permit:	
W	www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/6621/public_property_vending_permit_application.pdf	
ar	nd upload it to the link below.	
Α	County Public Health food safety and handling permit must be completed and submitted to the county using this link:	
	ttps://drive.google.com/file/d/1S0pZS5Ndw-AFshyy6KGUsGpParGTX9pg/view * pload link for both forms:	
	ttps://cityofsalida-my.sharepoint.com/:fr/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
	Permit uploaded	
	Permit NOT uploaded	
33. Is	the list of vendors finalized? *	
	Yes Yes	
	O No	
34. TI	here is a \$75 multi-vendor fee due prior to the event and a \$20 per vendor fee that is due 1 week after the event.	
А	County Public Health food safety and handling permit must be completed and submitted to the county using this link:	
<u>h</u> 1	ttps://drive.google.com/file/d/1S0pZS5Ndw-AFshyy6KGUsGpParGTX9pg/view	
* Oi	rince the vendor list is finalized, it must be uploaded to the link below with the name and tax ID#	
Fe	ees will be charged to the SmartRec account.	
<u>ht</u>	ttps://cityofsalida-my.sharepoint.com/:fr/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
	Vendor list uploaded	
	Vendor list NOT uploaded	
	Amplified Sound	
	Chapter 10, Article IX of the Salida Municipal Code (the "Code") establishes regulations and standards for noise within the City of Salida (the "City") to reduce and eliminate unnecessary and esive noise which would otherwise be detrimental to residents and the community in the enjoyment of life, property, and the conduct of business. Of note, Section 10-9-30(c) of the Code prover that it is "unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters of any other premises in excess" of the specified levels. Pursuant to Sections 10-9-40(14) and 10-9-80 of the Code, however, the City may specifically exempt a particular noise from this prohibit through the issuance of a noise permit. Such a permit may include limitations and conditions to minimize the adverse impacts of the proposed noise may have on the community or surround neighborhood. Such limitations and conditions include, but are not limited to, the following: the hours of operation, maximum decibels, the type of sound amplification equipment, and the ty sound that may be amplified. No permit shall be issued for noise after 10:00 PM, with allowances to go until midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July wee and Labor Day weekend, and on the Thursday, Friday, and Saturday during the FIBArk Festival. The issuance of a noise permit is at the sole discretion of the City Administrator or City Council the issuance of such permit does not confer any rights upon the permittee other than those expressly authorized by the permit. Violation of any of the conditions or limitations set forth in the noise permit may result in immediate revocation of the permit. Revocation of the noise permit does not preclude the City from seeking any remedies otherwise available under federal, state, call law.	rides onto ition ding /pe of ekend, I, and
35. W	Vill there be amplified sound at your event? *	
	Yes	
	No No	

31. How many vendors will be present? *

Maybe

	any streets, parking spaces, sidewalks, or other right-of-way closures required for your event? * includes blocking public parking spaces for food trucks, bands, etc.
The	re is a \$100 Right of Way closure fee.
	Yes
	No
37. Typ	pe of closure: *
	Parade
~	Block party
	Race
	Block parking spaces
	Other
38. Ho	w many cones are requested? *
	re is a flat fee of \$100 for cones
0	
	w many road locations need barricades? * re is a flat fee of \$100 for up to 50 barricades
40. Ad	dress, location or description of the closure (use detail): *
30	DS F. Street only in front of the Salida Community Center
	Security/Law enforcement If additional City of Salida Police Officers are requested, they must be requested directly through the Salida Police Department (719-539-6880).
41. Wi	I you require any liquor boundary enforcement, traffic control, security or law enforcement services specific to your event? *
\circ	Yes
	No

Parking

Please consider parking for your event.

42.		people be driving to your event? *	
		Yes	Item 5.
	\bigcirc	No .	
43.	Whe	ere is attendees park for your event? *	
	V	Street	
		Parking lot	
		Other	
		Fencing	
		Options for fencing	
44.	Will	you be fencing your event *	
	There	s is a flat fee of \$100 for fencing delivered to the event site.	
	A liqu	uor license requires fencing or another delineation of the alcohol service area.	
	\bigcirc	Yes	
		No	
		Final Agreement	
45.	By ty	ping your name below, you agree the the contract terms at the link below. *	
	<u>https</u>	;//cityofsalida-my.sharepoint.com/;b:/p/diesel_post/EdOGz1j7hYhLmQlzqZ6yGNgBNKIUefN4Qq2tDPNhGY92Ow?e=TmmUSh	
	Sali	da Community Center	

SPECIAL EVENT MEMO

Item 6.

- 24 -

Date: 05/16/24

SPECIAL EVENT	PRESENTED BY	DATE
Summer Concert Series	Parks & Recreation	May 21, 2024
ITEM: Consent Agenda Council Action – Approve the Consent agenda. Event Date(s): June 20 & 27; July 11, 18 Location: Riverside Park Event Mission Statement: Annually, the cultural events that are mainstays within the communication of cultural patrons and visitors with fur Department Approvals Parks & Recreation	s, 25; August 1, 15, 22, 29; Sept 5 ne Arts & Culture division of Salida presents many unity. Either as a stand-alone or in partnership with variety of events and programming provide a broad	Charact Classics: Other
Comments:	Date:	5/2/24
Public Works Comments: Signature:	Date:	5/2/24
Arts & Culture Comments: Signature:	Date:	5/16/24
Police Comments:		
Signature:	Date:	05-02-24
Fire Comments:		# 6/24
Chaffee County Public Health Comments:	Date:	7 3/42/
Signature:	Date:	5115/24
Administration Comments:		
Signature: MAN DOWN	Date:	Mile /24
City Clerk Comments:		
Signature:	Date:	05/16/24
Sustainability/PIO Comments:		



CITY COUNCIL WORK SESSION

MEETING DATE: May 21, 2024

AGENDA ITEM: Summer Concert Series in Riverside Park

FROM: Patrick O'Brien, Arts and Culture Supervisor

The Arts & Culture Department plans to promote and produce ten (10) total concerts in Riverside Park as part of the Summer Concert Series beginning in late-June. Each of the following dates will highlight a single band or artist to perform from 6:30pm to approximately 8:00pm at the bandshell. Each concert will be open to the public. Three-quarters of the park area (from the west side of the playground, south to Sackett Ave., west to the bisecting sidewalk and up to the bandshell stage) will have fencing/barriers to designate the event area, which also will serve as the requested specially permitted area. Within this designated area, there will be the intent to vend single-serve beer and wine to legal-aged individuals.

We look forward to bringing these community events to Riverside Park again!



Arts & Culture Summer Concert Series - June 20-September 5

Eight years and counting, this summertime concert series features a strong mix of local and regional acts playing a variety of musical genres in Riverside Park each week. This year's schedule expands to ten events! Attendance in 2023 was 3,605 people for eight free events.













DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 6.

303) 205-2300						
IN ORDER TO QUALIFY FOR A SPEC		MUST BE NONPR	OFIT			
AND ONE OF THE FOLLOWING (See back for details.)						
SOCIAL ATHLETIC PHILANTHROPIC INSTITUTION FRATERNAL CHARTERED BRANCH, LODGE OR CHAPTER FOLITICAL CANDIDATE						
10101000001	L ORGANIZATION OR SOCIE	_/	LITY OWNING AR	TS		
POLITICAL RELIGIOUS IN	- NEO BREO	FACILITIE				
	T APPLICANT IS APPLYII		DC		WRITE IN THIS S	
2110 MALT, VINOUS AND SPIR		00 PER DAY		LIQ	UOR PERMIT NUMBE	R
2170 FERMENTED MALT BEVE	RAGE (3,2 Beer) STUL	00 PER DAY				
1. NAME OF APPLICANT ORGANIZATION THE CITY OF SALI	N OR POLITICAL CANDIDATE				State Sales 01276	Fax Number (Required)
2. MAILING ADDRESS OF ORGANIZATI	ON OR POLITICAL CANDIDAT	_	DRESS OF PLACI		AVE SPECIAL EVENT	
(include street, city/lown and ZIP) 220 W SACKETT A	IE.	Į.	00 E. SA	tcke	ETT AVE.	
SALIDA, CO 9120		2	SALLDA, (20	81201	
NAME	DATE OF	BIRTH HOME A	DDRESS (Street, 0	City, Stat	te, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. OF POLITICAL MICHAEL VARNUM 5. EVENT MANAGER	CANDIDATE					
DATRICK O'BRIEN						
	R POLITICAL CANDIDATE BE	EN 7. IS	PREMISES NOW	LICENS	ED UNDER STATE LIQUO	OR OR BEER CODE?
ISSUED A SPECIAL EVENT PERMIT NO YES HOW MAN			NO YE	s to	WHOM?	
8. DOES THE APPLICANT HAVE POSS						□No
0 1 011	T BELOW THE EXACT DATE(S	0 00 01		G MADE	A 4.1	1 5 016
Date 9-1-24 Date 8-12-24 Date 8-12-14 Date 8-12-14 Date 9-5-24 Hours From 6:30p.m. Hours From 6:30p.m. Hours From 6:30p.m. To 8:00p.m. To 8:00p.m. To 9:00p.m. To 9:00p.m. To 9:00p.m.						
	l OA	TH OF APPLI	CANT			
I declare under penalty of perjur that all information therein is tru	ry in the second degree to e, correct, and complete	hat I have read to to the best of m	he foregoing ap v knowledge.	oplicat	ion and all attachmer	nts thereto, and
SIGNATURE Van	ē.	DIR	ECTOR		l	1/29/24
REPORT AN	D APPROVAL OF LO	CAL LICENSI	NG AUTHOR	ITY (CITY OR COUNTY)
The foregoing application has be	een examined and the pr	emises, busines	s conducted ar	nd cha	racter of the applicar	it is satisfactory,
and we do report that such perm	nit, if granted, will comply	with the provisi	ons of Title 12,	Article	48, C.R.S., as amer	nded.
LOCAL HOENDING AUTHORITY (CITY)	THEREFORE, T		I TELES		NUMBER OF CITY/COLIN	TV CI EBK
	LOCAL LICENSING AUTHORITY (CITY OR COUNTY) CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK COUNTY					
SIGNATURE		TITLE			100	DATE
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY						
LIABILITY INFORMATION						
License Account Number	Liability Date	Sta	ite		ТОТА	L
			-750 (999)	\$		

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 6.

303) 205-2300						
IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.) SOCIAL ATHLETIC PHILANTHROPIC INSTITUTION FRATERNAL CHARTERED BRANCH, LODGE OR CHAPTER POLITICAL CANDIDATE PATRIOTIC OF A NATIONAL ORGANIZATION OR SOCIETY MUNICIPALITY OWNING ARTS POLITICAL RELIGIOUS INSTITUTION FACILITIES						
	T APPLICANT IS APPLYING		NOT WRITE IN THIS SPACE			
2110 MALT. VINOUS AND SPIR 2170 FERMENTED MALT BEVE		PER DAY PER DAY	LIQUOR PERMIT NUMBER			
1. NAME OF ARPLICANT ORGANIZATION	N OR POLITICAL CANDIDATE		State Sales Tax Number (Required) 01276759-0000			
2. MAILING ADDRESS OF ORGANIZATION (include street, city/town and ZIP) 220 W SACKETT AV SMIDA, CO 8120	ON OR POLITICAL CANDIDATE	unclude street city/to	e to have special event wn and ZIP) ACKET AVE. 20 8 (20)			
NAME	DATE OF B	IRTH HOME ADDRESS (Street. 0	City, State, ZIP) PHONE NUMBER			
MICHAEL VARNUM DEVENT MANAGER O'BLEN 6. HAS APPLICANT ORGANIZATION O ISSUED A SPECIAL EVENT PERMIT	4. PRES./SECY OF ORG. OF POLITICAL CANDIDATE M. CHARL. VARNUM 5. EVENT MANAGER 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?					
8. DOES THE APPLICANT HAVE POSSE	SSION OR WRITTEN PERMISSI	ION FOR THE USE OF THE PREMIS	SES TO BE LICENSED? Yes No			
LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT Date (9-10-24 Date (6-27-24 Date 7-10-24 Date 7-10-24 Date 7-10-24 Hours From (6:30 p.m. Hours From (6:30 p.m. Hours From (6:30 p.m. To 6:00 p.m.						
	OAT	H OF APPLICANT	· · ·			
I declare under penalty of perjury that all information therein is true	r in the second degree tha e, correct, and complete to	t I have read the foregoing a the best of my knowledge.	oplication and all attachments thereto, and			
SIGNATURE Van	×	DIRECTOR	4729/24			
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 COUNTY						
SIGNATURE	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)	\$			



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

City of Salida Riverside Park 100 E Sackett Ave. Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

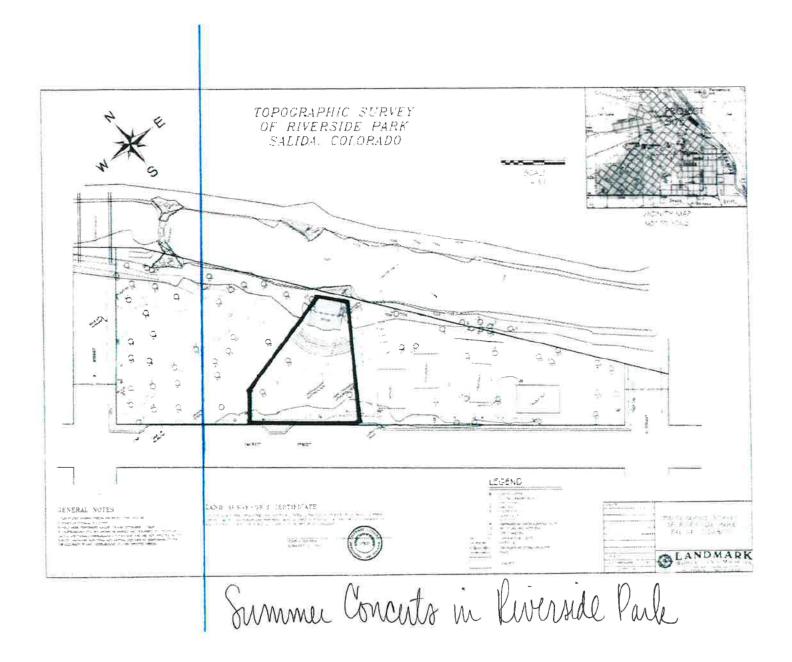
	Date	Hour	Date	Hour
FROM	6/20/24, 6/27/24, 7/11/24, 7/18/24, 7/25/24, 8/1/24, 8/15/24, 8/22/4, 8/29/24, 9/5/24	6:30pm		8:00pm

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 21st of May, 2024.

ATTEST:	The City of Salida	
City Clerk/Deputy City Clerk	City Administrator	





CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

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

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

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

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



CITY OF SALIDA

NOISE PERMIT APPLICATION

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

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

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

I. Applicant Information.

Applicant Business/Organization: City of Salida Arts & Culture	
Applicant Phone: 719-530-0933	
Applicant Email:patrick.obrien@cityofsalida.com	
Applicant Address: 220 W. Sackett Ave Salida, CO 81201	
Sound Supervisor ¹ : Carey Hallett	
Sound Supervisor Phone: 719-221-3231	

II. Event Information.

Description of Event: The Arts & Culture department plans to promote and produce ten (10) concerts in Riverside Park as part of the annual Summer Concert Series. Each of the following dates will highlight a single band or artist to perform from 6:30-8:00pm at park's bandshell stage. These concerts are open to the public, and limited cash bar and concessions will be available within a designated area with the appropriate fencing/barriers to designate the requested specially permitted area.

Estimated Attendance:

Date(s):

6/20, 6/27, 7/11, 7/18, 7/25, 8/1, 8/15, 8/22, 8/29, 9/5

Hours of Event:

Set-up/Sound Check (4:00-6:30pm); Concert (6:30-8:00pm)

Riverside Park

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



CITY OF SALIDA NOISE PERMIT

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

I. Conditions and Limitations Applicable to All Permits.

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

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

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:					
III. Expiration.					
This noise permit is issued	for the following dates and expires on the following date:				
Date(s):					
Expiration:	:				
For use by the City Admi	nistrator only:				
Application granted: []	Yes [] No				
Signature:					
Date:					



III. Noise Information.

Live music	l ype of Noise (e.g., live music, parade): Live music					
Type of Sound An Flown Line Array Syste	nplification Equipment: m with speakers					
IV. Agreement.						
understand that it is methe permit and all laws I further agree and us Immediate revocation Implicable laws shall a	ny responsibility to ensure compliance with s, rules, and regulations of the City of Sali understand that any violations of the per of the permit. Violations of the conditions	hereby agree and the conditions and limitations set forth in da, the state, and the federal government. The conditions are the federal government and limitations set forth in the permit or applications. I further understand and agree transferrable. (Typed or Digital signature accepted)				
For use by the City (Clerk only:					
Application fee re-	ceived:[]Yes []No []N/A					
Signature:	-					
Date:						

ii		Item 7.
SPECIAL EVENT 4 th of July	PRESENTED BY Parks & Recreation	DATE May 21, 2024
ITEM: Consent Agenda Council Action – Approve the Consent agenda. Event Date(s): July 4th, 2024 Location: Riverside Park, Sackett Ave, F S Event Mission Statement: This free Community Center and draws locals and visito holiday. All proceeds will be used towards the and helping to provide food to people in need. Department Approvals Parks & Recreation	event is presented to you by the Salida ors to a central location to celebrate the	Check all that apply: Code Violation Liquor License Vendor(s) Amplified Sound Street Closure: Parade Street Closure: Rolling Barricade Street Closure: Other Profit from public asset Park Rental Trail/Path Use
Comments:		Filming
Signature: 2	Date:	5/2/24
Public Works Comments: Nacd closure :	dan for revoew's appr	mal
Signature: Quison	Date:	5116/24
Arts & Culture Comments:		
	Date:	
Police Comments: 10 sep full do	suie + farricade po	w
Signature:	Date:	
Fire Comments:		
Signature:	Date:	5-2-24
Chaffee County Public Health Comments:		
Signature:	Date:	5-15-24
Administration Comments:		
Signature: Charles	Date:	5/Ke/24
City Clerk Comments: Same a S	public works	1 1 -1
Signature:	Date:	P5/W/20
Sustainability/PlO		
Comments:		25
Signature:	Date:	55/16/24 -35-



The Salida Community Center



305 F. Street

Salida, CO 81201

719-539-3351

The Salida Community Center will be presenting the 4th of July event in the Riverside Park. All talent will be local performers starting at noon and entertaining up until the fireworks (if permitted). All food vendors will be local and local student groups will included in the festivities. As usual this event is a FREE event that our community has enjoyed over the previous years. It will draw locals and visitors from all points to downtown Salida. This event is made possible by generous donations from local sponsors. We are non-profit and the money will be staying to help the residents of this area by providing a place for local residents to hold events and by helping provide food to people in need.

Department Use Only

Item 7.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261

APPLICATION FOR A SPECIAL EVENTS PERMIT

303) 205-2300								
IN ORDER TO QUALIFY FOR A SPE AND ONE OF THE FOLLOWING (S	CIAL EVENTS PERMIT, YOU	MUST BE NONPE	OFIT					
SOCIAL ATHLETIC	ee Dack for details.)	☐ BUILANTE	ROPIC INSTITUT	TION				
	BRANCH, LODGE OR CHAPTE		L CANDIDATE	IION				
PATRIOTIC OF A NATIO	NAL ORGANIZATION OR SOCIE		ALITY OWNING A	RTS				
POLITICAL RELIGIOUS	INSTITUTION	FACILITIE						
LIAB TYPE OF SPECIAL EVI	ENT APPLICANT IS APPLYI	NG FOR:	n n	O NOT	WRITE I	N THIS	SDACE	
2110 MALT, VINOUS AND SF		00 PER DAY			JOR PERM			
2170 FERMENTED MALT BEY	/ERAGE (3.2 Beer) \$10.0	00 PER DAY		Lide	JOHN LIN	III NONDE	-11	
NAME OF APPLICANT ORGANIZAT	ON OR POLITICAL CANDIDATE							
Salida Senior Citizens, Inc.d						State Sales 0981863	Tax Number	(Required)
2. MAILING ADDRESS OF ORGANIZA (include street, city/town and ZIP)		E 3. AI	DRESS OF PLAC		VE SPECIAL			
Salida Community Center		Rivers	side Park					
305 F. Street			t Street					
Salida, CO 81201		Salida	, Colorado 8	1201				
NAME	DATE OF	BIRTH HOME A	DDRESS (Street,	City, State	e, ZIP)		PHONE N	UMBER
4. PRES./SEC'Y OF ORG. or POLITICA	L CANDIDATE				A STATE OF THE PARTY OF			
Paul Smith 5. EVENT MANAGER								
Elaine Allemang	,							
6. HAS APPLICANT ORGANIZATION	OR POLITICAL CANDIDATE BE	EN 7. IS	PREMISES NOW	LICENSE	DINDER	TATELIOU	OR OR REE	B CODE2
ISSUED A SPECIAL EVENT PERM	IT THIS CALENDAR YEAR?	, 0.00		LIOLINGE	D ONDER 3	TATE EIGO	ON ON BEE!	1 CODE?
NO YES HOW MA	NY DAYS?		NO YE	s to	WHOM?			
8. DOES THE APPLICANT HAVE POS	SESSION OR WRITTEN PERMIS	SSION FOR THE US	E OF THE PREMI	SES TO B	E LICENSE	? Yes	☐ No	
7 4 0004	ST BELOW THE EXACT DATE(S	FOR WHICH APPL	ICATION IS BEIN	IG MADE I	FOR PERMIT	Г	Service of	
Date 7-4-2024 Date	Date		Date			Date		
Hours From 11:30 a.m. Hours To 9"30 p.m.	From .m. Hou	rs From To	.m. Hours		.n		From	.m.
				То	.n	1.	То	.m.
I declare under penalty of perju that all information therein is tro	ry in the second degree th	TH OF APPLI nat I have read to to the best of my	he foregoing a	pplicatio	on and all a	attachmer	nts thereto	, and
SIGNATURE	7 /	TITLE				D	ATE	
- Clau U	lu	0	recto.			1	4320	7 50
REPORT AN	D APPROVAL OF LO	CAL LICENSII	NG ALITHOP	RITY (C	ITV OR C	VINITY	,	
The foregoing application has b	een examined and the pre	emises, business	s conducted ar	nd chara	acter of the	applican	t is satisfa	ctory.
and we do report that such perr	mit, if granted, will comply	with the provision	ns of Title 12,	Article 4	18, C.R.S.	, as amen	ded.	
OCAL LICENSING AUTHORITY (CITY	THEREFORE, TH		Testes					
COAL LICENSING ACTHORITY (CITY	OH COUNTY)	☐ CI		PHONE NU	JMBER OF C	CITY/COUNT	Y CLERK	
SIGNATURE		TITLE	UNTY			D	ATE	
AND THE CONTROL OF TH								
DO NOT V	VRITE IN THIS SPACE	- FOR DEPAR	RTMENT OF	REVEN	NUE USE	ONLY		
		BILITY INFORMA						
License Account Number	Liability Date	Sta	e			TOTAL		
								MEN
			750 (000)					
	of the later was a second		-750 (999)	\$				

APPLICATION INFORMATION AND CHECKLIST

	Appropriate fee. Diagram of the area to be licensed (not larger that 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 ATLEAST TEN (10) DAYS PRIOR TO THE EVENT. CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE
A Sp Artic patr of a esta state any for u	deedal Event Permit issued under this article may be issued to an organization, whether or not presently licensed under cles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, iotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter national organization or society organized for such purposes and being non profit in nature, or which is a regularly ablished religious or philanthropic institution, and to any political candidate who has filed the necessary reports and ements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented use at such facilities.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Community Center 170 E Sackett Ave. Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour	Date	Hour
FROM	7/4/24	11:30am	7/4/24	9:30pm

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 21st of May, 2024.

ATTEST:	The City of Salida		
City Clerk/Deputy City Clerk	City Administrator		

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Salida Rotary Charitable Fund, Inc.

is a

Nonprofit Corporation

formed or registered on 03/16/2008 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 20081144588.

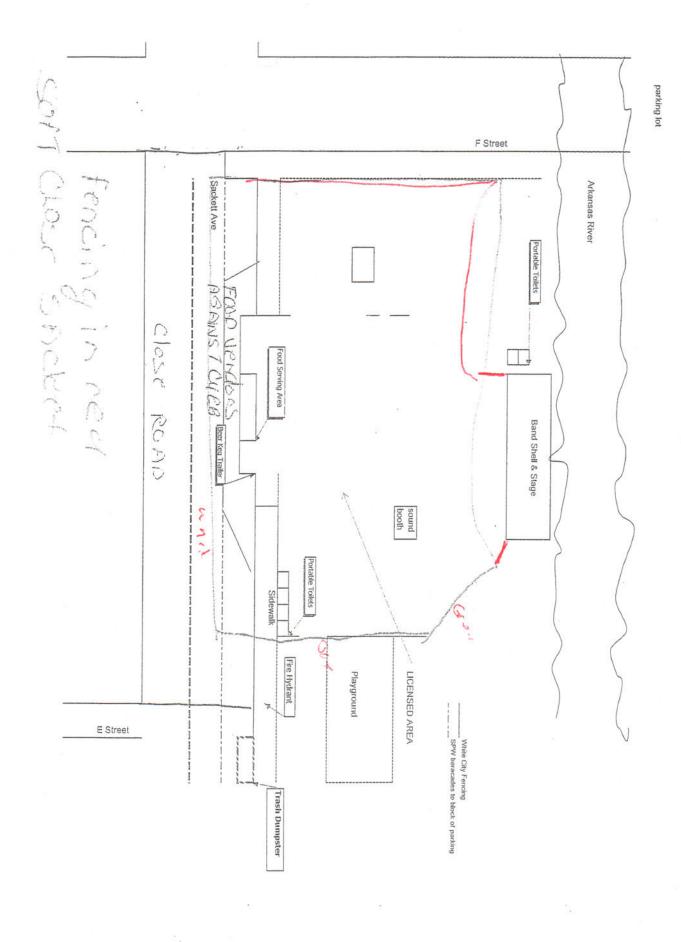
This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/11/2024 that have been posted, and by documents delivered to this office electronically through 03/12/2024 @ 09:34:43.

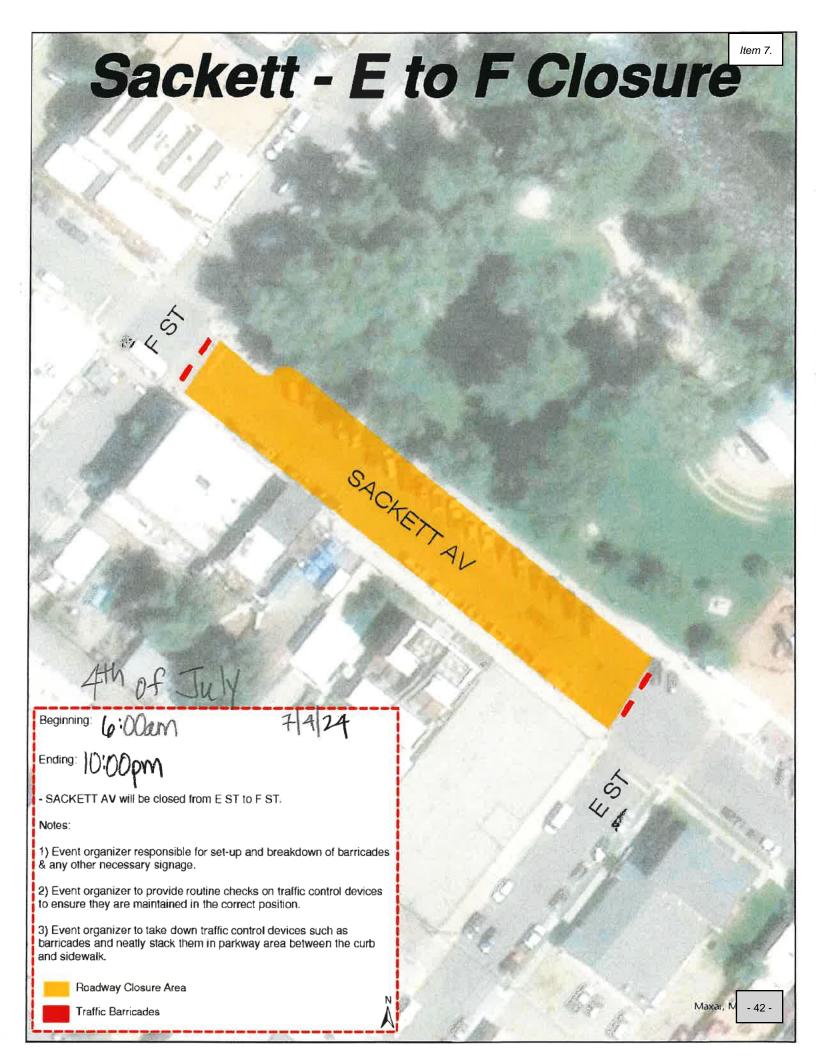
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/12/2024 @ 09:34:43 in accordance with applicable law. This certificate is assigned Confirmation Number 15835005



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."





View results

Respondent

	53	3	Anonymous	69:59 Time to complete	
١.	Contact Name *				
	Elaine Allemang				
2.	Email *				
	salidacommunitycenter@yahoo.com				
3.	Phone Number *				
	719-239-1580				
1.	Mailing Address *				
	305 F. Street				
5.	Event/Activity Name *				
	4th of July Celebration				
õ.	Start date desired *				
	7/4/2024				
7.	Start time desired (please include set-up a	and loa	ad-in time) *		
	8:00 a.m.				
3.	End date desired *				
	7/4/2024				
9.	End time desired (please include clean-up	o time)	*		
	9:30 n m				

		Riverside Park	Item 7.
	\bigcirc	Alpine Park	
	\bigcirc	Centennial Park Pavilion	
	\bigcirc	Chisholm Park Indoor Pavilion	
	\bigcirc	Marvin Park Field 1, 2, 3, or 4 (for baseball, softball, kickball, or other use)	
	\bigcirc	Thonoff Park	
	\bigcirc	Crestone Mesa Park Pavilion	
	\bigcirc	Trailside Park	
	\bigcirc	Skatepark at Centennial Park	
	\bigcirc	Centennial Park Courts (for Tennis/Pickleball)	
	\bigcirc	Whitewater Park	
	\bigcirc	South Ark Neighborhood (previously known as Vandaveer Ranch)	
	\bigcirc	F Street (for parades, foot races, bike races)	
	\bigcirc	Another street in Salida	
	\bigcirc	"S" Mountain	
	\bigcirc	Monarch Spur Trail	
	\bigcirc	Other trail on City of Salida property	
	\bigcirc	Boatramp	
	\bigcirc	Other	
		u have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system. * , please create an account here: https://app.amilia.com/en/Login	
	Sali	da Community Center	
12.		you requesting on behalf of an organization? * Yes No	
13.	Plea	se include the Mission Statement (maximum of 2-3 sentences). NOTE: this statement will be used as the event's description for the Council Memo Cover L	etter. *
	will dov	Salida Community Center will be presenting the 4th of July event in the Riverside Park. All talent will be local performers starting at noon and entertaining up until the fireworks (if permitted). All be local and local student groups will included in the festivities. As usual this event is a FREE event that our community has enjoyed over the previous years. It will draw locals and visitors from all vintown Salida. This event is made possible by generous donations from local sponsors. We are non-profit and the money will be staying to help the residents of this area by providing a place for dents to hold events and by helping provide food to people in need.	l points to
14.	ls th	e organization a nonprofit 50l (c)(3), (19) or (23)? *	
		Yes	
		No	
		N/A	- 44 -

10. Desired location: *

	\bigcirc	Private event: by invitation only, ex: celebration/birthday party (14 days notice)	Item 7.
	\bigcirc	Public Event: Free and open to the public, ex: concerts/festivals (60-90 days notice)	
		Closing a Public right of way (parade): street, sidewalk, other. (30 days notice)	
	\bigcirc	Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)	
		Sports activity: practices, games, tournaments (30 days notice)	
	\bigcirc	Race: A race event that can include walking, running, biking, etc. (60 days notice)	
	\bigcirc	Assembly/First Amendment Activity (recommended 3 business days notice)	
	\bigcirc	Special use commercial activity: any activity that has paying participants - classes, camps, tours, etc. (60 days notice)	
6.	Туре	100 processing fee will be applied to all events except private park rentals. * your name to demonstrate understanding	
	Sali	ida Community Center	
		you need water access? * for 1 to 7 days - Chisolm Park and Centennial pavilion exempt	
		Yes	
	\bigcirc	No	
		you need electrical service? * or 1 to 7 days - Chisolm Park and Centennial pavilion exempt Yes	
	0	No	
		Waste and Emergency management	
9.	Will	there be more than 50 people attending your event over the entire timeframe of the event? *	
		Yes	
		No No	
0.	Estir	nated number of attendees *	
	300) in and out	
1.	Wha 1 ad	at Portlet Service will you be using? Iditional portalet is required for every 50 people. Existing restrooms do NOT apply. *	
	CP'	s Portables	
		State Health Department recommendations 1 hand washing station per 5 every portlets. e your name to demonstrate understanding *	- 45 -

- 45 -

15. What type of event are you requesting? *

Salida Community Center

23.	What Trash service will you be using?	
	1 additional trash can is required for every 50 people. Existing trash cans do NOT apply. *	Item 7.
	Waste Management	
24	Who is your emergency response contact? *	
	Who can be called if there is an emergency during your event?	
	Elaine Allemang	
25.	Emergency Contacts Phone # *	
	719-239-1580	
26.	If your event needs to be "evacuated", where will you evacuate attendees? *	
	Lightning, Wind, Acts of aggression, etc.	
	To their homes and hotels.	
27.	How will you communicate your evacuation to attendees? *	
	PA system	
	Stage microphone	
	Bull horn	
	Coud voice	
28.	Please upload proof of insurance with the "City of Salida" listed as additionally insured for \$1,000,000 to the link below: * 2024 Special event uploads	
	https://cityofsalida-my.sharepoint.com/:f:/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
	Proof of insurance uploaded	
	Proof of NOT uploaded	
	Food and alcohol	
29.	Do you request that alcohol be sold or available at your event? *	
	Yes	
	○ No	
30.	State law requires that special events apply for a liquor license and that application be posted in the location of the event 90 days prior to the event. Download following application:	ad the
	https://www.cityofsalida.com/sites/default/files/fileattachments/parks and recreation/page/10061/5. special events liquor license application.pdf	
	Please complete it and it upload it to the link below.	
	https://cityofsalida-my.sharepoint.com/:fr/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
	Application has been uploaded	
	Application have NOT been uploaded	- 16

31.	How	w many vendors will be present? *	
	\bigcirc	Single	Itom
		Multiple	Item
32.	Is th	e list of vendors finalized? *	
	\bigcirc	Yes	
		No	
33.	The	re is a \$75 multi-vendor fee due prior to the event and a \$20 per vendor fee that is due 1 week after the event.	
	A Co	punty Public Health food safety and handling permit must be completed and submitted to the county using this link:	
	http *	rs://drive.google.com/file/d/1S0pZS5Ndw-AFshyy6KGUsGpParGTX9pg/view	
	Once	e the vendor list is finalized, it must be uploaded to the link below with the name and tax ID#	
		will be charged to the SmartRec account.	
	https	;://cityofsalida-my.sharepoint.com/:f:/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
		Vendor list uploaded	
		Vendor list NOT uploaded	
		Chapter 10, Article IX of the Salida Municipal Code (the "Code") establishes regulations and standards for noise within the City of Salida (the "City") to reduce and eliminate unnecessary and esive noise which would otherwise be detrimental to residents and the community in the enjoyment of life, property, and the conduct of business. Of note, Section 10-9-30(c) of the Code provided it it is "unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters of any other premises in excess" of the specifical levels. Pursuant to Sections 10-9-40(14) and 10-9-80 of the Code, however, the City may specifically exempt a particular noise from this prohibit through the issuance of a noise permit. Such a permit may include limitations and conditions to minimize the adverse impacts of the proposed noise may have on the community or surround neighborhood. Such limitations and conditions include, but are not limited to, the following: the hours of operation, maximum decibels, the type of sound amplification equipment, and the ty sound that may be amplified. No permit shall be issued for noise after 10:00 PM, with allowances to go until midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July wee and Labor Day weekend, and on the Thursday, Friday, and Saturday during the FIBArk Festival. The issuance of a noise permit is at the sole discretion of the City Administrator or City Council the issuance of such permit does not confer any rights upon the permittee other than those expressly authorized by the permit. Violation of any of the conditions or limitations set forth in the noise permit may result in immediate revocation of the permit. Revocation of the noise permit does not preclude the City from seeking any remedies otherwise available under federal, state, or call law.	ides into ition ling /pe of ekend, l, and
34.	Will	there be amplified sound at your event? *	
		Yes	
	\bigcirc	No No	
	\bigcirc	Maybe	
35.	Туре	e of noise *	
	~	Live music	
	~	Parade	
		Lecture	
		Ceremony	
		Other	

36.	. Type of Sound Amplification Equipment: *	
	✓ Speakers	Item 7.
	Bull horn	
	Megaphone Megaphone	
37.	As the applicant for this noise permit, I hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applical shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and nor transferrable. Enter your name below to verify your understanding of this statement. * Salida Community Center	of the ole laws
	Right of way closure	
38.	. Are any streets, parking spaces, sidewalks, or other right-of-way closures required for your event? * This includes blocking public parking spaces for food trucks, bands, etc.	
	There is a \$100 Right of Way closure fee.	
	Yes	
	○ No	
39.	. Type of closure: *	
	✓ Parade	
	Block party	
	Race	
	Block parking spaces	
	Sacket Street by riverside park	
40.	. How many cones are requested? * There is a flat fee of \$100 for cones	
	0	
41.	. How many road locations need barricades? * There is a flat fee of \$100 for up to 50 barricades	
	8	
42.	. Address, location or description of the closure (use detail): *	
	Parade Route on F street from 8th to 1st	

Fencing

Parking lot

Other

Options for fencing

49.	Will you be fencing your event *	
	There is a flat fee of \$100 for fencing delivered to the event site.	
	A liquor license requires fencing or another delineation of the alcohol service area.	Item 7.
	Yes	
	○ No	
50.	Please select your preferred fencing option based on the options available at the hyperlink: https://cityofsalida-my.sharepoint.com/:f:/p/diesel_post/Ekin2ljxMT88LOAxaiUdpWcBgmqklkOJybS6GXjJfBfW0g?e=lbbBXB or submit a unique map here:	
	https://cityofsalida-my.sharepoint.com/:f:/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfsgEo_3clcfayY2Pp2vw	
	Large	
	O Medium	
	○ Small stage	
	○ Small shade	
	Final Agreement	
51.	By typing your name below, you agree the the contract terms at the link below. *	
	https://cityofsalida-my.sharepoint.com/:b:/p/diesel_post/EdOGz1j7hYhLmQlzqZ6yGNgBNKlUefN4Qq2tDPNhGY92Ow?e=TmmUSh	
	Elaine Allemang	

	SPECIAL EVENT MEMO	
		Item 8.
SPECIAL EVENT	PRESENTED BY	DATE May 21, 2024
Chalk Festival	Parks & Recreation	
ITEM: Consent Agenda Council Action – Approve the Consent agenda Event Date(s): June 29th, 2024 Location: Riverside Park & E Sackett St. Event Mission Statement: Annually, the cultural events that are mainstays within the common other arts, non-profits, and civic organizations, the statement of cultural patrons and visitors with fur Department Approvals	he Arts & Culture division of Salida presents many unity. Either as a stand-alone or in partnership with variety of events and programming provide a broad	Street Closure: Other Profit from public asset Park Rental
Parks & Recreation Comments:		☐ Trail/Path Use ☐ Filming
Signature: On me	Date:	5/2/24
Public Works Comments: Veed close	une street/barrocas	e plan
Signature: Duni		5/16/24
Arts & Culture Comments: Signature: Police Comments:	Date:	5/16/24
Signature:	Date:	05/02/24
Fire Comments: Maintaine land for	on Emergency Rupon se	
Signature:	Date:	5-2-24
Chaffee County Public Health Comments:		
Signature:	Date:	5-15-24
Comments:		1 332
Signature:		llefzef
City Clerk Comments:		

-Sustainability/PIO

Signature:

Comments:

Signature:

Date: 05/16/24

- 51 -

PRESS RELEASE

CONTACT INFORMATION:

City of Salida, Colorado Sara Law 719 530 2632 Sara.law@cityofsalida.com



RELEASE DATE:

April 29, 2024

Call for Chalk Artists - Salida Chalk Art Festival

Salida, CO- The 1st Salida Chalk Festival will transform downtown Salida into a giant outdoor gallery of colorful murals as artists create 5' x 5' temporary art works of chalk and pastel live during the festival. Like the Madonnari tradition of chalk painting of Italy, artists will create their works on the street. The Salida Chalk Festival is produced by the City of Salida Arts and Culture, and the Salida Creative District in partnership with the Salida Public Arts Commission.

The Salida Creative District invites artists within a 150-mile radius to apply to be an artist for the 1st Salida Chalk Festival to be held Saturday, June 29 in historic downtown Salida. This year's theme is *Sweet Home Salida*. Selected Interested artists should submit a sketch of the proposed artwork along with a brief description and include (2-3) images of work that shows relevant experience in large scale work such as chalk art or murals. Selected artists receive a set of 24 color pastels, an event "artist" t-shirt, breakfast and lunch, and a \$250 stipend. Artists selected by the following criteria: complete application; local artist within 150-mile radius; creative use of theme; sketch adheres to guidelines; past work demonstrates ability to complete 5' x 5' piece in one day. Celebration and Awards ceremony at 5:30pm. The Salida Chalk Festival will be held rain or shine.

Deadline to enter: May 10, 2024

When: Saturday, June 29, 9am-5pm Artist workday.

Awards Ceremony and celebration at 5:30pm Saturday, June 29

Other Event Information: The Salida Chalk Festival takes place Saturday, June 29, 9:00am to 5:00pm in downtown Salida. The Salida Chalk festival has four categories for entry: Featured artists, Selected artists, Community teams and Youth teams. Community teams, individual and youth teams are open to the public. Registration for Community, Individual and Youth teams opens May 17. Enjoy colorful art, live music and concessions during the Festival. Celebration and Awards ceremony for community, individual, and youth teams such as Judges Choice and People's Choice at 5:30pm on event day.

Learn more about the application requirements on our website linked below:

https://salidasteamplant.com/salida-chalk-festival/

###

The City of Salida, CO, is the statutory seat of Chaffee County with a population of approximately 5,700 residents. Salida is a family-friendly community ideally situated in central Colorado - known by many as the "Heart of the Rockies," both for its geographic location and the abundance of arts, cultural and recreational amenities found here. The city is dedicated to maintaining a safe, fiscally responsible and forward-thinking government where residents, businesses and visitors can thrive. Explore more about Salida at www.cityofsalida.com.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVIR COLOROGE

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 8.

ENVER CO 80261 (03) 205-2300	LVL	1413	LIMIT I				(4)		
N ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)									
SOCIAL ATHLETIC									
	BRANCH. LODGE OR CHAPTI AL ORGANIZATION OR SOCIE	/	DLITICAL CANDIC UNICIPALITY OW		TC				
POLITICAL RELIGIOUS II			ACILITIES	NING AH	15				
LIAB TYPE OF SPECIAL EVE	NT APPLICANT IS APPLY	ING EOD:		D	NOTW	/RITE IN	THIS	PACE	
2110 MALT, VINOUS AND SPI		.00 PER DA	AY			R PERMIT			
2170 FERMENTED MALT BEV	170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY								
1. NAME OF APPLICANT ORGANIZATION THE CITY OF SALI	I. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required) 01276759-0000								
 MAILING ADDRESS OF ORGANIZAT (include street, city/town and ZIP) 	ION OR POLITICAL CANDIDA	TE	3. ADDRESS (include stre	et city/to	wn and ZIP)				
	IE.		100 E	E. SI	take	T AVE	5 .		
SALIDA, CO 9120) [SALI	DA, (20	81201			
NAME	DATE O	F BIRTH	HOME ADDRESS	(Street, (City, State, Z	IP)		PHONE N	JMBER
4. PRES./SEC'Y OF ORG. OF POLITICAL MICHAEL VARNI) M	CANDIDATE		1						
S EVENT MANAGER									
FAIRLUK UNKLEN 5. HAS APPLICANT ORGANIZATION O	OR POLITICAL CANDIDATE BE	EN I	7. IS PREMIS	ES NOW	LICENSED	UNDER STA	TE LIQUO	OR OR BEER	R CODE?
ISSUED A SPECIAL EVENT PERMI			WNO	☐ YE	S TOW	HOM?			
8. DOES THE APPLICANT HAVE POSS		SSION FOR	THE USE OF THE	E PREMIS	SES TO BE	LICÉNSED?	Yes	ΠNo	
LIS	T BELOW THE EXACT DATE(
Date (a 12) 124 Date Hours From 2:00 pm Hours	From _m Ho	te urs From	sm.	Date Hours	From	%m2	Date Hours	From	.m.
To 7.900m	To .m.	То	.m.		То	.m.		То	,m,_
OATH OF APPLICANT I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.									
M Van	-		TITLE DIRECTO	R			D/	4/30/2	4
REPORT AN	D APPROVAL OF LO						UNTY) ' '	
The foregoing application has be and we do report that such pern									ictory,
LOCAL LICENSING AUTHORITY (CITY)	THEREFORE, 1	HIS APP				BER OF CIT	V/COLINIT	V CLERK	
COOKE EIGENSING ACTIONITY (CITY	on occivity		COUNTY	1666	TIONE NOW	DET OF OH	17000111	OLLIN	
SIGNATURE			TITLE				D	ATE	
DO NOT W	RITE IN THIS SPACE	E - FOR [DEPARTMEN	NT OF	REVEN	JE USE (DNLY		
	LI	ABILITY IN	FORMATION						
License Account Number	Liability Date		State			٦	OTAL	_	
	-								
			750	(000)	¢.				
			-/50	(999)	\$			•	



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

City of Salida Riverside Park 100 E Sackett Ave. Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

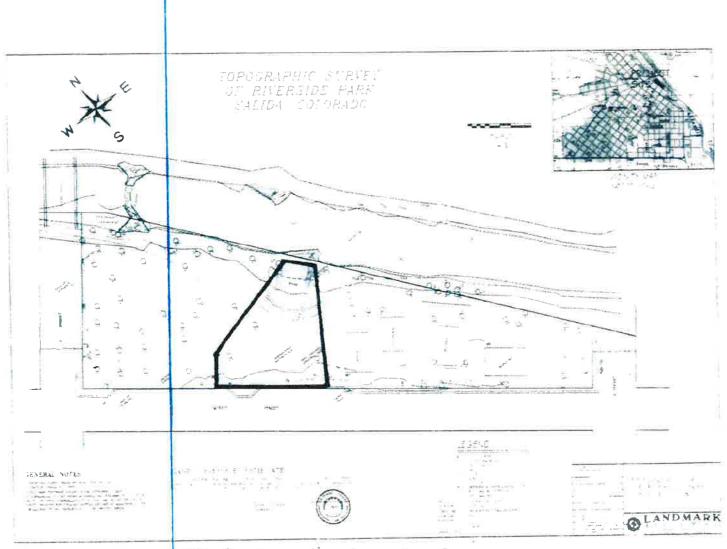
	Date	Hour	Date	Hour
FROM	6/29/24	12:00pm	6/29/24	7:00pm

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 21st of May, 2024.

ATTEST:	The City of Salida	
City Clerk/Deputy City Clerk	City Administrator	



Entertainment & Awards Ceremony in Riverside Parle Salida Challe Festival





CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

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

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

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

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



CITY OF SALIDA

NOISE PERMIT APPLICATION

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

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

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

I. Applicant Information.

	• •	
	Applicant Name:	
	Applicant Business/Organization:	
	Applicant Phone:	
	Applicant Email:	
	Applicant Address:	
	-	
	Sound Supervisor ¹ :	
	Sound Supervisor Phone:	
II.	Event Information.	
	Description of Event:	
	Estimated Attendance:	
	Date(s):	
	Hours of Event:	
	Location of Event:	
	-	

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



III. Noise Information.

Type of Noise (e.g	., live music, parade):
Type of Sound Am	plification Equipment:
IV. Agreement.	
understand that it is m the permit and all laws I further agree and unimmediate revocation applicable laws shall all	this noise permit, I,, hereby agree and y responsibility to ensure compliance with the conditions and limitations set forth in , rules, and regulations of the City of Salida, the state, and the federal government. Inderstand that any violations of the permit or applicable laws may result in the of the permit. Violations of the conditions and limitations set forth in the permit or so be grounds for denial of future permit applications. I further understand and agree polication fee are non-refundable and non-transferrable. (Typed or Digital signature accepted)
Date:	
For use by the City C	lerk only:
Application fee rec	eived: [] Yes
Signature:	
Date:	



CITY OF SALIDA NOISE PERMIT

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

I. Conditions and Limitations Applicable to All Permits.

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

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

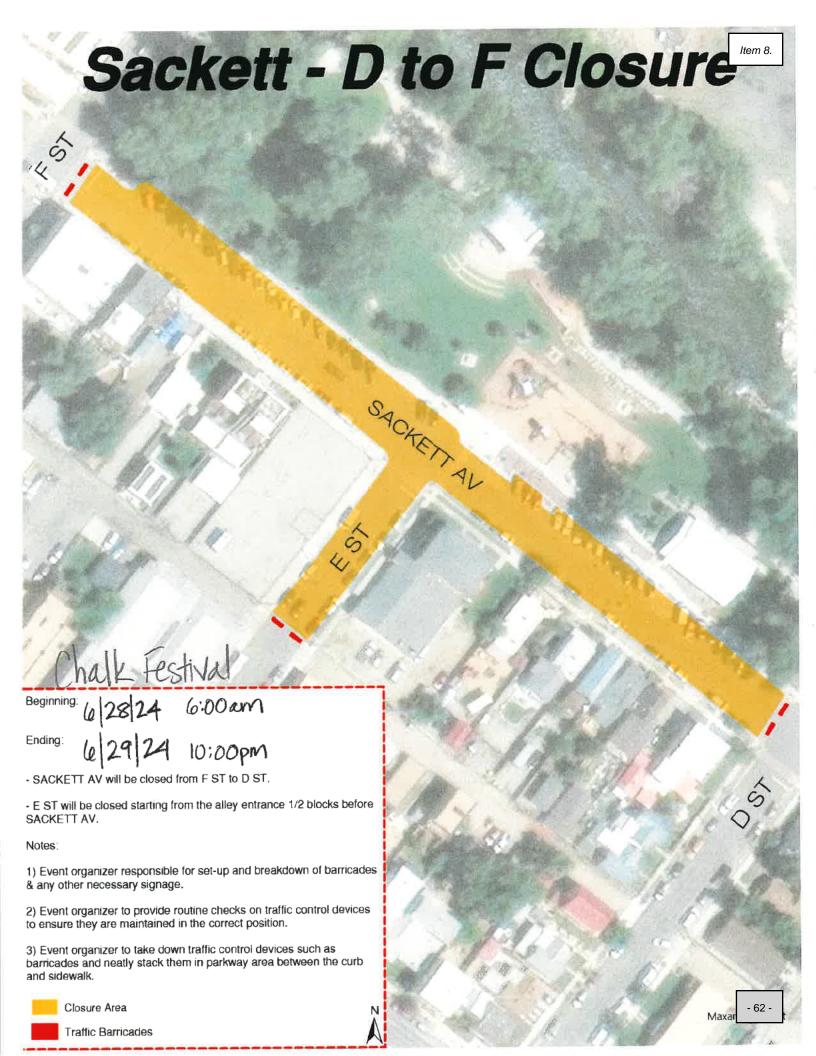
II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit: •
•
•
III. Expiration.
This noise permit is issued for the following dates and expires on the following date:
Date(s):
Expiration:
For use by the City Administrator only:
Application granted: [] Yes [] No
Signature:
Date:

Street Closure Petition

Event location:	Riverside Park, E. Sackett	Da [.]	te: <u>6/28-6/30</u>
Event time/ From	:Set Up 9am on 6/28; Event 9am on 6	6/29 To: 8pm, Ji	une 29
Event time, from	Tina Gramann, Arts & Culture		
Event coordinato	r: Salida Creative District	Phone: 719	-207-2431
Email address tina	a.gramann@cityofsalida.com	Cell phone:	512-293-9495

NAME AND ADDRESS Please print	BUSINESS NAME	Suppor t Yes or No	SIGNATURE
Arta 9 Cultura staff going door to doo	r, notice in person, leaving	door bongor	n, conding proce releases per elecure
Arts & Culture stail going door to doo	r, notice in person, leaving of	<u>uoor nangar</u>	s: sending press releases per closure





DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	May 21, 2024

ITEM

Council Action – Award Oak Street Reconstruction Project

Consent Agenda

BACKGROUND

The Salida City Council adopted the US-50 and CO 291 Intersection Control Evaluation Plan on March 16, 2021. This study included streetscape planning for Oak Street from the Touber Building to US-50. The proposed alternative street section for these improvements includes bike lanes, curb & gutter, sidewalk, stormwater improvements, and lighting upgrades.

Since that time, staff submitted a grant application for the CDOT Mainstreet grant program. The City was a successful recipient of \$2,000,000 in grant funding through this program. After the funding was established, the necessary surveying and engineering have been completed along with the required approvals through CDOT processes.

Through the design processes, CDOT and the design engineers proposed additional drainage improvements necessary to help with regional drainage issues and to better accommodate future redevelopment of parcels along this corridor. Also, during the design processes, other developments were approved including 505 Oak Street multi-family project, the Fire Station, and School District Administrative Office/Crest Academy. Design modifications were needed to best suit the changes in area. These changes in scope ultimately led to a higher construction cost.

The project was advertised, and bids were received on April 23, 2024 as follows:

	Phase 1 (Crestone to Grant)	Business Location /	Percent Above Low
Bidder	` Total ´	Local Preference	Bid
Y&K Excavating, Inc.	\$3,793,122.50	Salida – 5.0%	Low Bidder
Jarcco Construction, Inc.	\$4,098,449.30		

Y&K has performed multiple projects for the City with excellent quality and service for this type of work. Unit prices were generally consistent with the engineers estimate for the improvements.



DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	May 21, 2024

FISCAL NOTE

The 2024 Capital Budget line items are as follows:

\$4,075,000 (31-30-6017) Streets – Other

(of this total, \$2,352,941 was budgeted for this project: \$2M State/\$352k City match)

\$300,000 (31-30-6020) Streets – Rehabilitation

(This \$300,000 will be applied to help fund the overage)

\$100,000 (21-30-6019) Water – Infrastructure Upgrades & Replacements

	Base Bid (1)	Soft Costs (2)	Project Total Budget (1+2)
STREET CONSTRUCTION	\$3,724,872.50	\$111,746.18	\$3,836,618.68
WATER CONSTRUCTION	\$68,250.00	\$2,047.50	\$70,297.50
TOTAL	(BASE BID) \$3,793,122.50	\$113,793.68	\$3,906,916.18

⁽²⁾ Soft costs ~ 3.0% QA/QC and Construction Administration

The base bid exceeds the original budget amount by \$1,440,181. As noted, this overage is largely in part due to the additional storm sewer enhancements necessary to properly reconstruct the road and to accommodate additional sidewalk, curb, and gutter related to adjacent site development. CDOT is investigating options to allocate funds to help support this overage with a proposed 50/50 split with the City. This match would be \$720,090 by each party. Because of this, conditional approval is recommended until the match by the State is formalized.

The project will require a budget amendment for completion of work. \$300,000 is proposed to be reallocated from the Street-Rehabilitation line item to this project. A budget amendment to support the soft costs paid for by the City and the additional match with CDOT for the overages totals \$533,885

STAFF RECOMMENDATION

Award a construction contract for the Oak Street Reconstruction Project, conditional on CDOT concurrence and funding, and authorizing the City Administrator to enter into a Construction Agreement between the City and Y&K Excavation, Inc. in the amount of \$3,793,122.50 with a total project budget of \$3,906,916.18.



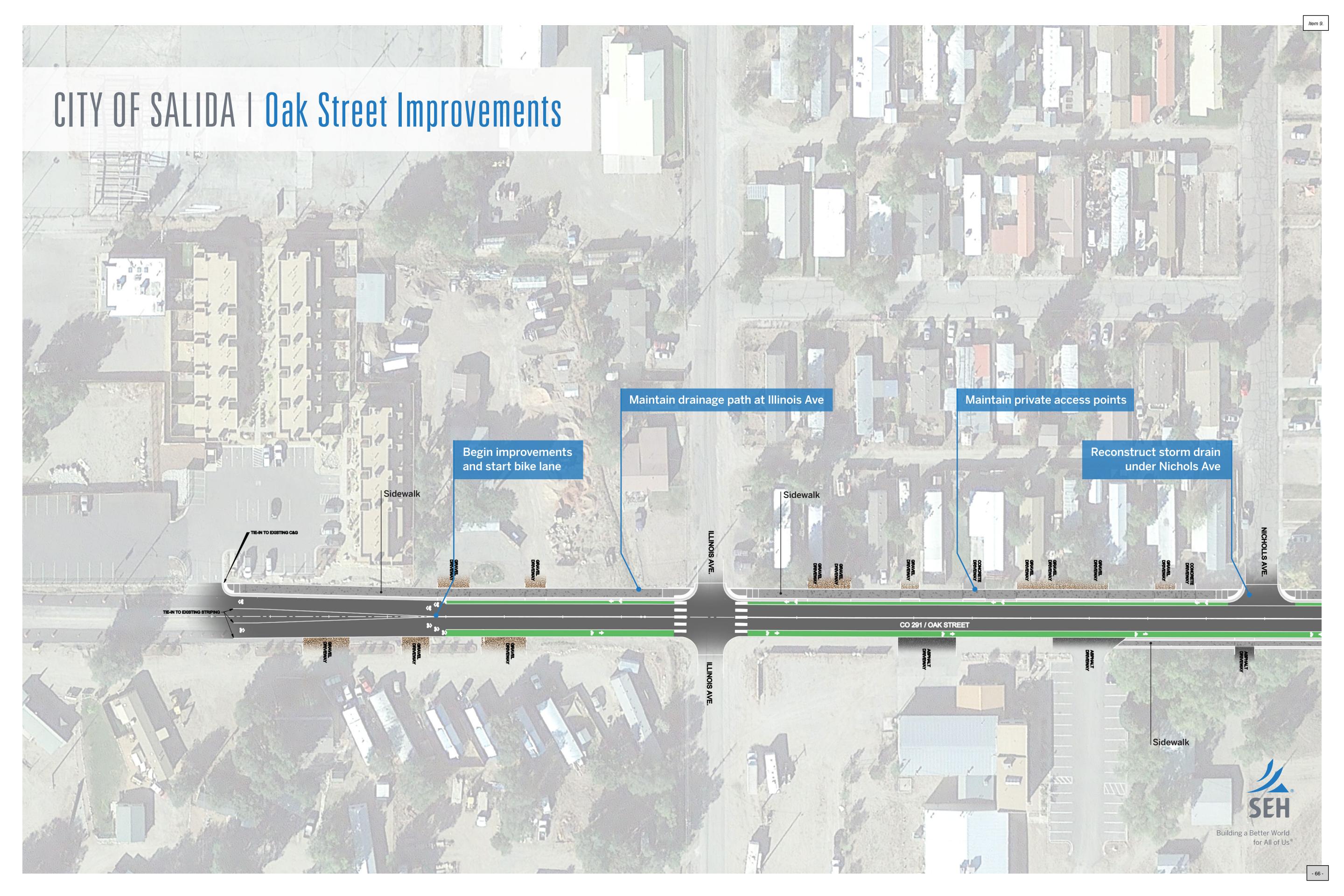
DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	May 21, 2024

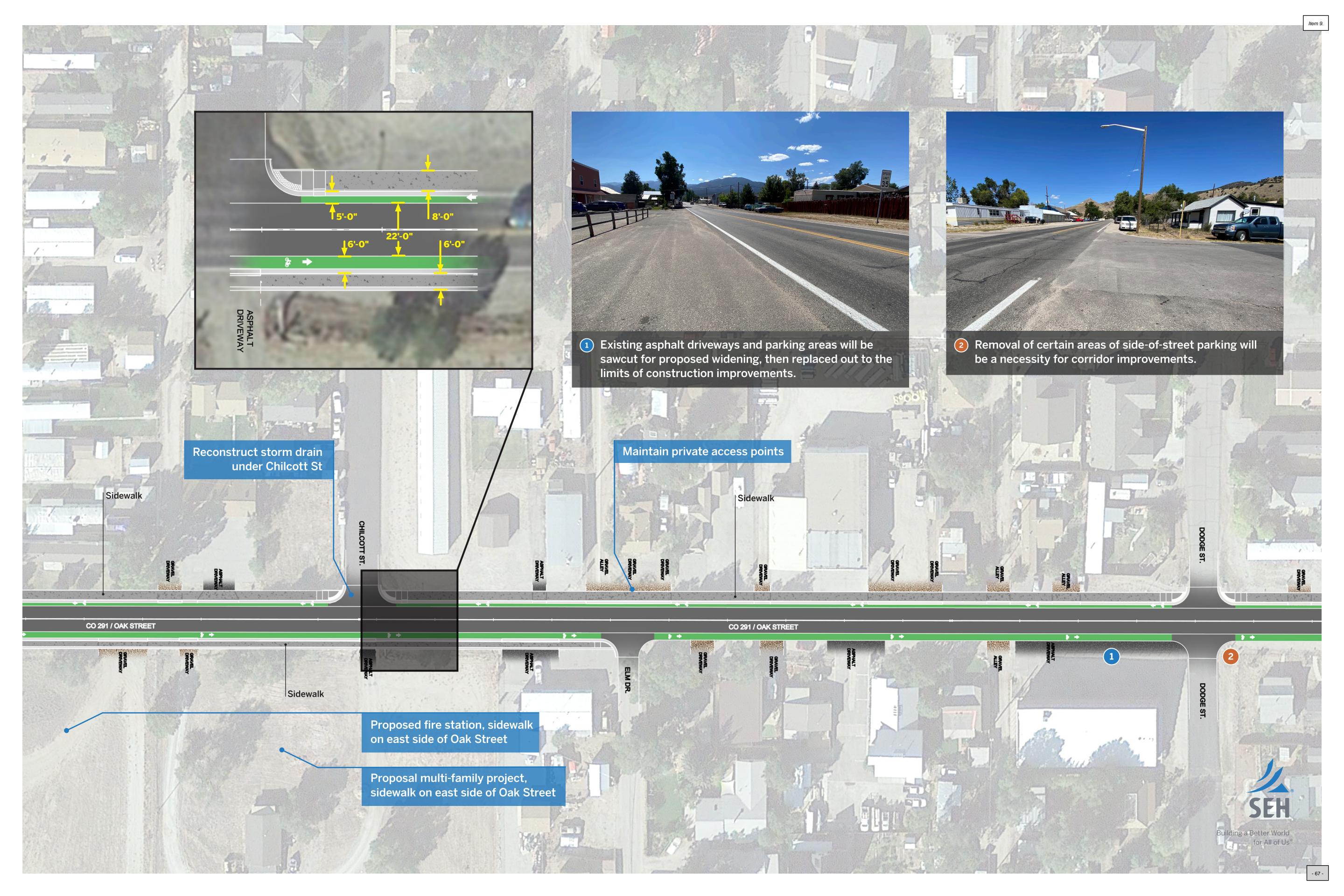
Anticipate a budget amendment in the amount of \$1,253,975 with a revenue offset of \$720,090 for a net impact of \$533,885

Approve a Professional Services Agreement with SEH Engineering, the design engineer on the project, for construction administration and materials testing in the amount not to exceed \$113,793.68.

SUGGESTED MOTION

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







To: Kristi Jefferson, Salida City Officials

5/17/24

Subject: Problems with Parking Enforcement Rollout

A cursory examination of the information on the ParkSalida.com website yielded several problems:

- 1. The first screen says the parking is enforced starting at 9 AM. See the screenshot below. Subsequent screens on the website and the street signage say 10:00. Regrettably, it also says 9 AM on the smartphone app. Which is it?
- On-Street Parking 2 Hour Max 9 A... 8
- Parking Lot No Overnight Parking 8
 - 2. The green areas, constituting most of the parking lots downtown, are labeled "No overnight Parking" as shown above. Are you serious? Are you expecting everyone to move their cars from these lots every night? Do they get ticketed if they don't? What is the fine? Won't these relocated cars choke the downtown, which apparently allows overnight parking? Did you intend to say, "No Overnight Camping"?

A plan designed and executed with forethought and precision can still go awry. But these are obvious glitches that should have been caught before the rollout.

2-hour parking happened by default many years ago when meters were removed. Downtown was not yet a tourist hub, it was the center of commerce. I repeat my previous appeal: allowing the entire inventory of downtown street parking to remain 2-hour does not account for how people currently use the downtown. If you are instituting enforcement to help businesses, 2-hour parking enforcement will have the opposite impact. A mix of 4-hour and 30-minute parking, enforced, will enhance the visitor experience while better-accommodating downtown workers, businesses, and locals. 30-minute parking will also aid disabled parkers, by providing increased parking space turnover and availability.

A complaint I received from service workers: In Salida, crime, homelessness, drugs, and sexual crimes are on the rise. Yet you are instituting policies demanding service employees who work late to risk walking several blocks to their vehicles. Are you going to address this?

People sometimes park downtown, overindulge, and wisely decide to leave their car overnight. Will your new policies incentivize people to instead get behind the wheel when they shouldn't?

In every situation, there is the risk of unintended consequences. This is the real world; you can't address everything. But without thorough preparation, you are better off taking no action. The status quo of no enforcement is better than the plan you are rolling out. Do you not understand the unintended impact bad policies can have on our economy? Many businesses have already closed. Without a lucrative summer, many more will not survive next winter. Please think, plan, and proofread before you act.

Vince Phillips, Salida

Salida says they want affordable housing. Their actions say otherwise. Instead of facilitating construction, Salida punishes builders with enormous fees while enforcing moratoriums. How does this create affordable housing? It doesn't.

Not content, Council sought and rabidly defended the highest STR tax in Colorado, deterring visitors and damaging our economy. Lost wages harmed the same workers council claims to help. These tax payments fill their discretionary housing fund.

Royal tribute is commanded before developing property in Salida, including land donation, in-lieu-of cash payments, and/or taking a loss by building a prescribed percentage of "deed restricted" or other affordable housing. These policies each increase overall housing costs.

More recently, Council determined private developers are failing them, and decided to moonlight as land developers using our money.

But funds are scarce. Enter the broad powers of council, who seamlessly swap their multiple hats to generate cash to fulfill their land developer lust.

Using their Salida Council hat, they enacted stringent inclusionary housing requirements. In almost all cases, if anyone builds, Salida or their NGO surrogates get paid.

Using their Wastewater Board hat, council enacted a moratorium on building in Poncha while demanding new Poncha homes pay taps fees double that of Salida. Would this extorted money ever be used on the new trunk line, or instead funneled to finance Salida's priority, South Ark?

Salida will never perform a full accounting, but the NRCDC cost the Salida taxpayer millions. Officials abused their powers, and now it is happening again. Heed the cautionary tale!

And why aren't local housing advocates speaking out on the Poncha lawsuit? Dirty little secret: CHA, CHT and BETCH are not in the "housing" business. They are in the "collect money for housing" business. The primary objective of bureaucracies is their own survival and prosperity, aka securing funding. NGO funding comes from government grants, inclusionary housing money, and lands forcibly "donated" by developers. Therefore, challenging government policy, even terrible policy, is not something CHA, CHT or BETCH are willing to do. They stand mute, afraid to bite the hand that feeds them.

To compound their mistakes, Council actions demonstrate their belief that once housing money is allocated, their work is done. Who tracks how effectively this

money is spent? Certainly not Salida. My pleas to review NGO financials to ensure accountability before more tax money giveaways have fallen on deaf ears.

The system, like our leadership, is failing all of us.

Vince Phillips



DEPARTMENT	PRESENTED BY	DATE
Administration	Kristi Jefferson - City Clerk	May 21, 2024

ITEM

New Tavern Liquor License request for Coffee by Topo, Ltd dba Coffee by Topo at 211 F Street.

BACKGROUND

A new Colorado Tavern Liquor License application was filed with the City Clerk on April 9, 2024. The Notice of Public Hearing was published on April 12, 2024 and the premises was posted on May 10, 2024.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Coffee by Topo, Ltd dba Coffee by Topo at 211 F Street.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should "move to approve a new Tavern Liquor License request for Coffee by Topo, Ltd dba Coffee by Topo at 211 F Street." followed by a second and roll call vote.

Item 12.

PUBLIC NOTICE PUBLIC NOTICE PURSUANT TO THE LIQUOR LAWS OF COLORADO

Pursuant to the Liquor Laws of the State of Colorado, Coffee by Topo, Ltd., has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 211 F Street, Salida, CO 81201. A hearing on the application, received February 27, 2024, will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, May 21st. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

> LOCAL LICENSING AUTHORITY Kristi Jefferson, City Clerk

Premises Posted by May 9, 2024
Published in The Mountain Mail April 12, 2024



DR 8404 (01/22/20)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

			138841			
☐ New License 🔀 N	New-Concurrent	Transfer	of Ownership	State Property	Only	☐ Master file
All answers must be printed Applicant must check the ap Applicant should obtain a co	propriate box(es)		Beer Code: www	v.colorado.gov/enford	cemen	t/liquor
1. Applicant is applying as a/an	Individual X	Limited Liabi	ity Company	Association or C	Other	
, s	_			 Liability and Husban		Wife Partnerships)
2. Applicant If an LLC, name of LLC;					u unu	FEIN Number
		Topo, Ltd.	,,			Listitumbol
2a. Trade Name of Establishment (DE		ropo, Liu.		State Sales Tax Numb	er	Business Telephone
	Coffee By Topo			94972099		(719) 530-1055
3. Address of Premises (specify exact		include suite/u	nit numbers)	0.072000		(710)0001000
•	,		Street			
City			County		State	ZIP Code
Sai	lida		CI	naffee	co	81201
4. Mailing Address (Number and Str	reet)		City or Town		State	ZIP Code
211 F	Street		S	alida	CO	81201
5. Email Address						-
		coffeebytopo	@gmail.com			
6. If the premises currently has a liqu		must answer	the following questi	ons		
Present Trade Name of Establishmen	it (DBA)	Present State	License Number	Present Class of Licer	rse	Present Expiration Date
Section A	Nonrefundable Appli	ication Fees*	Section B (Cont.)	·		Liquor License Fees*
☐ Application Fee for New License		\$1,550.00	☐ Liguor–License	ed Drugstore (County)		\$312.50
Application Fee for New License wi						\$500.00
Application Fee for Transfer						\$500.00
Section B		icense Fees*				\$75.00
						\$75.00
☐ Add Optional Premises to H & R						nt\$75.00
Add Related Facility to Resort Comp						ex\$75.00
➤ Add Sidewalk Service Area		\$75.00				\$500.00
Arts License (City)						\$500.00
Arts License (County)		\$308,75				\$500.00
Beer and Wine License (City)						\$500.00
Beer and Wine License (County)						\$500.00
Brew Pub License (City)						\$500.00
Brew Pub License (County)			☐ Related Facility	- Campus Liquor Comp	lex (City	/)\$160.00
Campus Liquor Complex (City)						unty) \$160.00
☐ Campus Liquor Complex (County)						te)\$160.00
Campus Liquor Complex (State)						\$500.00
Club License (City)						\$500.00
Club License (County)						\$227.50
Distillery Pub License (City))\$312.50
Distillery Pub License (County)						\$227.50
Hotel and Restaurant License (City)						\$312.50
Hotel and Restaurant License (Cour	- Andrew Street Control of the Contr	Christian III				\$500.00
Hotel and Restaurant License w/one						\$500.00
Hotel and Restaurant License w/one						\$750.00
☐ Liquor–Licensed Drugstore (City)		\$227.50				\$750.00
	* Note that	the Divisio	n will not acce			
Question	s? Visit: www.cold			1	natio	n
	not write in this s					
D01	TOT WHITE III THIS S			Nevenue use oni	у	
License Account Number	Liability Date	Liability In	ntormation d Through (Expirat	ion Date\	Total	
	Labin, Date	LIOCIIDE ISSUE	.⊶ imougii (Expilat	ion Date)	Total C	
					\$	- 75

DR 8404 (01/22/20)

Application Documents Checklist and Worksheet

Item 12.

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

	Items submitted, please check all appropriate boxes completed or documents submitted
ł.	Applicant information
	A. Applicant/Licensee identified
	B. State sales tax license number listed or applied for at time of application
	C. License type or other transaction identified
	D. Return originals to local authority (additional items may be required by the local licensing authority)
	E. All sections of the application need to be completed
	F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this
20-	Retail License Application
II.	Diagram of the premises
	A. No larger than 8 1/2" X 11"
	B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences,
	walls, entry/exit points, etc.)
	C. Separate diagram for each floor (if multiple levels)
	D. Kitchen - identified if Hotel and Restaurant
	E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed)
	A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
	B. Lease in the name of the applicant (or) (matching question #2)
	C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
	☐ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents
	A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors,
	partners, members)
	B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state
	vendor. Do not complete fingerprint cards prior to submitting your application.
	The Vendors are as follows:
	IdentoGO – https://uenroll.identogo.com/
	Phone: 844-539-5539 (toll-free)
	IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs
	Colorado Fingerprinting – http://www.coloradofingerprinting.com
	Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/
	Phone: 720-292-2722 Toll Free: 833-224-2227
	C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
	D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable)
	A. Form DR 4679
	B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable)
	A. Certificate of Incorporation
	B. Certificate of Good Standing
	C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable)
	A. Partnership Agreement (general or limited).
	B. Certificate of Good Standing
	Limited Liability Company applicant information (if applicable)
	A. Copy of articles of organization
	B. Certificate of Good Standing
	C. Copy of Operating Agreement (if applicable)
	☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor
	Complex licenses when included with this application
	☐ A. \$75.00 fee
	B. Individual History Record (DR 8404-I)
	☐ C. If owner is managing, no fee required

_	404 (01/22/20)							It	em 12
Nan			Type of Lice	nse Tavern		Account Number		_	1
7.	Coffee By Topo Is the applicant (including any of the partners if a partnership stockholders or directors if a corporation) or managers unde			s if a limited lia	ability comp	any; or officers,		Yes	No X
8.	19 10 10 10 10 10 10 10 10 10 10 10 10 10								
l	a. Been denied an alcohol beverage license?		350						×
l	b. Had an alcohol beverage license suspended or revoked?		2.0						×
15.00	 c. Had interest in another entity that had an alcohol beverag u answered yes to 8a, b or c, explain in detail on a separate 		uspended or	revoked?				Ш	X
9.	Has a liquor license application (same license class), that was preceding two years? If "yes", explain in detail.		within 500 fe	et of the propo	sed premis	es, been denied v	vithin the		X
10.	Are the premises to be licensed within 500 feet, of any public Colorado law, or the principal campus of any college, university			meets compuls	sory educat	ion requirements	of		×
						Naiver by local or Other:	dinance?		
11.	sales in a jurisdiction with a population of greater than (>) 10	0,0000? NC	TE: The dist	ance shall be	determined	by a radius meas	urement	_	
	that begins at the principal doorway of the LLDS/RLS premis way of the Licensed LLDS/RLS.	ses for whic	ch the applica	ation is being n	nade and e	nds at the principa	al door-	П	
12.	12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.								
13	a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?								
13	13 b. Are you a Colorado resident?						×		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.								×	
15.	Does the applicant, as listed on line 2 of this application, have arrangement?	legal poss	ession of th	e premises by	ownership	o, lease or other		×	
	Ownership 🗷 Lease 🗌 Other (Explain in Detail)	V=100	526						- 1
	a. If leased, list name of landlord and tenant, and date of expi		ctly as they a	ppear on the le	ease:				
Lan	One - Chamband	Tenant	14-		N 1		Expires	2000	,
_	Gena Shepherd	. A- 45 - 1		ry Kathryn E			10/31	202	
	 b. Is a percentage of alcohol sales included as compensatio c. Attach a diagram that designates the area to be licensed in partitions, entrances, exits and what each room shall be understood to be a superior of the compensation. 	in black bol	d outline (inc	luding dimensi	ions) which				X
16.	Who, besides the owners listed in this application (including per inventory, furniture or equipment to or for use in this business								
Last	Name First Name	•		Date of Birth	FEIN or S	SN	Interest/P	ercer	ntage
Last	Name First Name	•		Date of Birth	FEIN or S	SN	Interest/P	ercer	ntage
part	Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.								
_	Optional Premises or Hotel and Restaurant Licenses with Optional ordinance or resolution authorizing optional premises.	ptional Prei	mises:		3				
	Num	ber of addi	itional Option	al Premise are	eas request	ed. (See license f	ee chart)		
18.	For the addition of a Sidewalk Service Area per Regulation the local governing body authorizing use of the sidewalk. Do other legal permissions.	47-302(A)(ocumentation	4), include a on may include	diagram of the de but is not lin	e service a nited to a s	rea and document tatement of use, p	tation rece ermit, eas	ived emer	from nt, or
19.	Liquor Licensed Drugstore (LLDS) applicants, answer the folia. Is there a pharmacy, licensed by the Colorado Board of Plus If "yes" a copy of license must be attached.		cated within	the applicant's	LLDS pre	mise?			

_	R 8404 (01/22/20)						em 12
Nan	16		Type of License		Account Number	_	
20.	Club Liquor License applicants answer th	e following: Attach a copy o	f applicable documentation	_		Yes	No
	a. Is the applicant organization operated so						
	 b. Is the applicant organization a regularly object of a patriotic or fraternal organization 	y chartered branch, lodge or o	chapter of a national organization				
	c. How long has the club been incorporate						
	d. Has applicant occupied an establishmen	nt for three years (three years r	required) that was operated solely	for th	e reasons stated above?		
21.	Brew-Pub, Distillery Pub or Vintner's Rest					П	П
22	A. Has the applicant received or applied for campus Liquor Complex applicants answ		f permit or application must be att	ache	ed)		
22.		.				_	_
	a. Is the applicant an institution of higher	education?					
	b. Is the applicant a person who contracts	s with the institution of higher	education to provide food service	s?			
	If "yes" please provide a copy of the				od services.		
23.	For all on-premises applicants. a. Hotel and Restaurant, Lodging and Ent	tertainment, Tavern License a	nd Campus Liquor Complex, the	Regi	stered Manager must also s	ubmi	t an
	Individual History Record - DR 8404-I and fingerprint submitted to	o approved State Vendor thro	unt the Vendor's website. See at	nlica	ation checklist Section IV fo	r data	sile
\vdash	 b. For all Liquor Licensed Drugstores (LLD) 					l ucu	1115.
Lact	- DR 8000 and fingerprints. Name of Manager		I'm af Manage				
Lasi	Name of Manager Blanton		First Name of Manager		/ - 4b		
24.		f or have a financial interest is			Cathryn	V	NI-
24.	Colorado? If yes, provide name, type of lice		n, any other liquor licensed establ	ISHII	ient in the State of	Yes	No X
25.	Related Facility - Campus Liquor Complex	x applicants answer the follow	ving:				$\overline{\Box}$
	a. Is the related facility located within the I	boundaries of the Campus Lic	quor Complex?				_
	If yes, please provide a map of the geo If no, this license type is not available for			or C	omplex.		
	b. Designated Manager for Related Facilit						
Last	Name of Manager		First Name of Manager				
26.	Tax Information.					Yes	No
	 a. Has the applicant, including its manage other person with a 10% or greater fina payment of any state or local taxes, per 	incial interest in the applicant,	, been found in final order of a tax	inag age	ing members (LLC), or any ncy to be delinquent in the		X
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?						×	
	and Managing Members. In addition, ap applicant. All persons listed below mu State Vendor through their website. See a	oplicant must list any stockho ist also attach form DR 8404 application checklist, Section	lders, partners, or members with -l (Individual History Record), an ı IV, for details.	owr	nership of 10% or more in lke an appointment with an	the	
Nam		Home Address, City & State	DOB		Position	%Ow	- 9
N	Mary Kathryn Blanton				Owner	10	
Nam	e	Home Address, City & State	DOB		Position	%Ow	ned
Nam	Name Home Address, City & State DOB Position 9					%Ow	ned
Nam	Name Home Address, City & State DOB Position %						ned
Name Home Address, City & State DOB Position %						%Ow	ned
** Co ** If t	If applicant is owned 100% by a parent company, please list the designated principal officer on above. **Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) **If total ownership percentage disclosed here does not total 100%, applicant must check this box: **Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.						

Name	Type of License	Account Number		
Coffee By Topo	Tavern			
	Oath Of Applicant			
l declare under penalty of perjury in the second degree the knowledge. I also acknowledge that it is my responsibilit Colorado Liquor or Beer Code which affect my license.	nat this application and all attachments are true, or			
Authorized Signature	Printed Name and Title MARY WATTEYN BUANTON	V/OWNER DO	te/27	124
Report and Appro	oval of Local Licensing Authority (C		,	e e
Date application filed with local authority Date of I	local authority hearing (for new license applicants; car	nnot be less than 30 days from date of	applicati	ion)
The Local Licensing Authority Hereby Affirms that each perbeen: Fingerprinted Subject to background investigation, including I That the local authority has conducted, or intends to corand aware of, liquor code provisions affecting their class (Check One) Date of inspection or anticipated date Will conduct inspection upon approval of state in the second content of the se	NCIC/CCIC check for outstanding warrants nduct, an inspection of the proposed premises to s of license			with
Is the Liquor Licensed Drugstore (LLDS) or Repremises sales in a jurisdiction with a population	etail Liquor Store (RLS) within 1,500 feet of anoth on of > 10,0000?	ner retail liquor license for off-	Yes	No
☐ Is the Liquor Licensed Drugstore(LLDS) or Rel premises sales in a jurisdiction with a population	tail Liquor Store (RLS) within 3,000 feet of anoth on of < 10,0000?	er retail liquor license for off-		
	radius measurement that begins at the principal ds at the principal doorway of the Licensed LLDS		6	
Does the Liquor-Licensed Drugstore (LLDS) ha from the sale of food, during the prior twelve (1	ave at least twenty percent (20%) of the applicant 2) month period?	t's gross annual income derived		
The foregoing application has been examined; and the preport that such license, if granted, will meet the reason with the provisions of Title 44, Article 4 or 3, C.R.S., and	able requirements of the neighborhood and the o	lesires of the adult inhabitants, and	We do will con	nply
and Licensing Authority for	Tolonhana Number			
ocal Licensing Authority for	Telephone Number	☐ Town, City ☐ County		

Title

Print

Signature

Date

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Coffee by Topo, Ltd.

is a

Limited Liability Company

formed or registered on 08/01/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211712055.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/15/2024 that have been posted, and by documents delivered to this office electronically through 02/19/2024 @ 13:16:29.

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 02/19/2024 @ 13:16:29 in accordance with applicable law. This certificate is assigned Confirmation Number 15763346

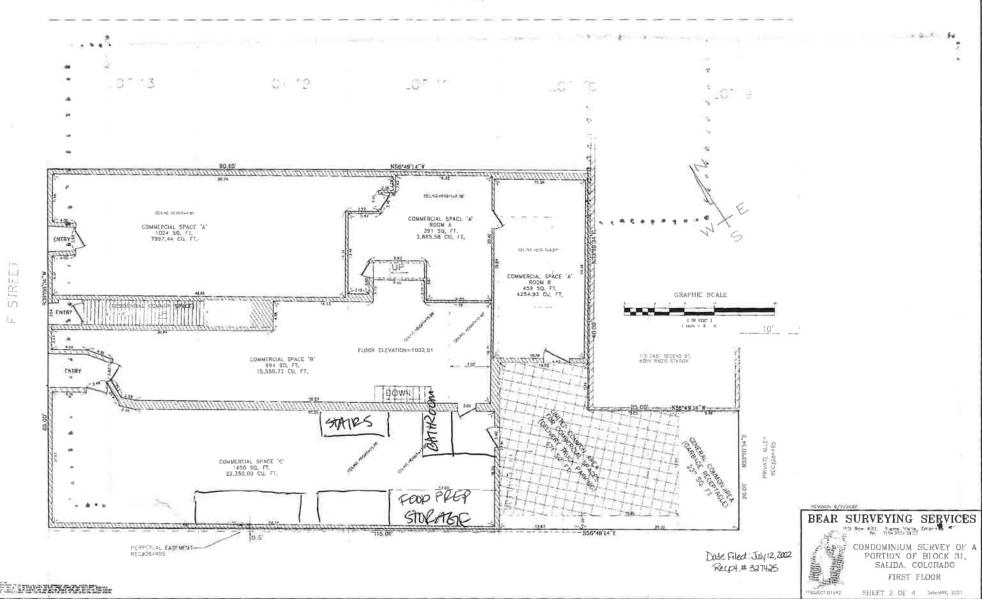


Secretary of State of the State of Colorado

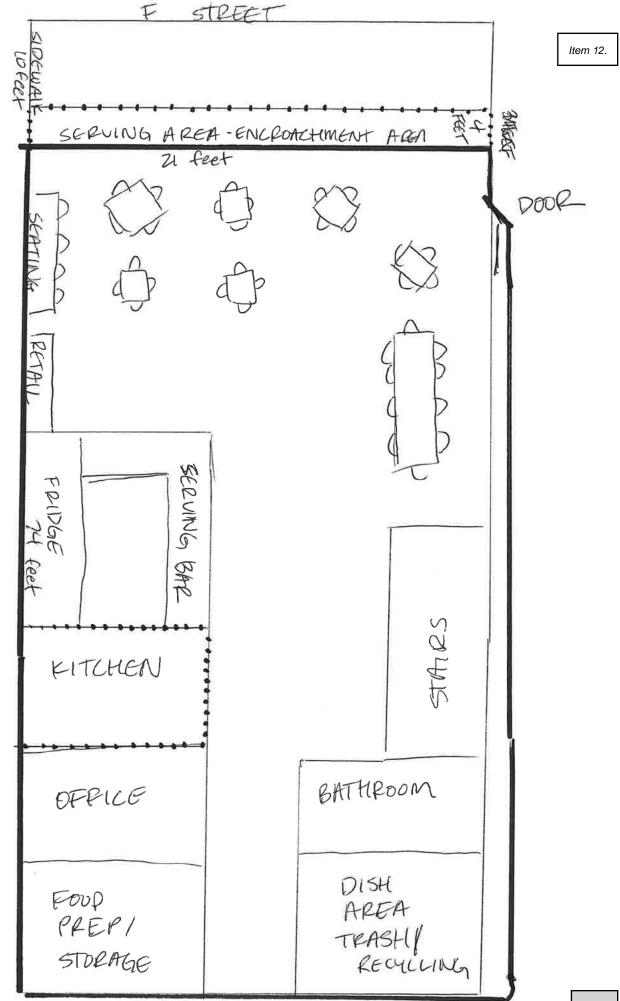
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary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

CONDOMINIUM SURVEY OF A PORTION OF BLOCK 31, SALIDA, COLORADO FIRST FLOOR

2ND STREET



STREET



REVOCABLE LICENSE TO ENCROACH AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this day of, 20, by and between the City of Salida, Colorado, a Colorado						
municipal corporation (the "City") and Coffee By Topo ("Licensee");						
WITNESSETH:						
WHEREAS, Licensee is the owner of certain real property located at in the City of Salida as (the "Property"); and						
WHEREAS, the tables and chairs partially encroaches onto the City's right-of-way; and						
WHEREAS, the encroachment area of the table and chairs is shown and legally described in Exhibit A; and						
WHEREAS, Licensee and the City wish to acknowledge said encroachment and set forth the terms and conditions of the encroachment in this License Agreement; and						
WHEREAS, the City is willing to grant Licensee a license to encroach on City-owned right-of-way for the encroachment of table and chairs, as shown and described on Exhibit A, subject to the terms and conditions of this License Agreement.						
NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:						
1. <u>Recitals</u> . The foregoing recitals are incorporated by reference herein.						
2. <u>Grant of License/Conditions of Use</u> . The City hereby grants Licensee a license to encroach and occupy the portion of the City-owned right-of-way, the area of which is shown and described on Exhibit A. This grant of license is expressly limited to and for the sole purpose of the encroachment of the <u>table and chairs</u> on the City-owned right-of-way. The City is granting this License to <u>Licensee</u> as an accommodation and without monetary consideration. Licensee hereby acknowledges the title of the City to the right-of-way, and agrees never to resist or deny such title. Any and all use of the City right-of way by Licensee under this License is permissive and not adverse to the interest of the City in its right-of-way along <u>sidewalk</u> .						
3. <u>Term.</u> The license shall extend for one (1) year from the date of this License Agreement and shall automatically renew annually thereafter. Either party may terminate this agreement on ninety (90) days notice written notice.						
4. <u>Indemnification</u> . Licensee agrees to forever indemnify, defend, and hold harmless the City, its managers, agents, and employees against any and all claims, liabilities, or						

demands whatsoever relating to or arising out of the use of the right-of-way or related to this License Agreement and the Encroachment. Licensee shall be solely responsible to defend any such action, proceeding, or claim for which the City may be entitled to indemnification, and the City hereby agrees to fully cooperate with Licensee in the defense or settlement, as the case may be, of such action, proceeding or claim, but the City reserves the right to participate in the defense of any such action, proceeding or claim at it own expense. Licensee shall give written notice to the City within ten (10) days after Licensee's actual knowledge of any matter giving rise to the obligation contained in this paragraph.

- 5. <u>Severability</u>. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.
- 6. <u>Entire Agreement</u>. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.
- 7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Chaffee County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.
- 8. <u>No Liens</u>. Licensee shall keep the Encroachment free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.
- 9. <u>Recordation</u>. This Agreement shall be recorded in the Office of the Chaffee County Clerk and Recorder's Office.
- 10. <u>Fees and Expenses</u>. Licensee agrees to reimburse the City promptly upon receipt of a billing for all of the City's costs and expenses relating to the negotiation, drafting, enforcement, and performance of this Agreement, including but not limited to recording fees, engineering fees, and attorney fees.

WHEREFORE, the parties have executed this agreement effective as of the date first written above.

CITY OF SALIDA, COLORADO

By:

City Administrato

STATE OF COLORADO)
COUNTY OF CHAFFEE)
2021 Acknowledged, subscribed and sworn to before me this 27 day of March, 2015, by Chrshylow, as City Administrator and knsh Jefferson as City Clerk/Deputy City Clerk, on behalf of the City of Salida, Colorado.
WITNESS my hand and official seal.
My Commission expires: June 18, 2025
SARA ELIZABETH LAW NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20214023745 MY COMMISSION EXPIRES JUN 18, 2025
LICENSEE
By: Name, Title
STATE OF COLORADO) SS. COUNTY OF Chaffee)
Acknowledged, subscribed and sworn to before me this 22 day of Warch, 2018, by Mary Kullarya Blanton
WITNESS my hand and official seal.
My Commission expires: 4pril 15, 2025
KRISTI A. JEFFERSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20094011745 MY COMMISSION EXPIRES APRIL 15, 2025

LEASE

Sean and Gena Shepherd ("Landlord") and Mary Kathryn Blanton ("Tenant") agree as follows:

1. <u>Premises</u>. Landlord, for and in consideration of the rents from now on reserved and the covenants, agreements, and conditions from now on mentioned to be kept and performed by Tenant, by these presents does demise and lease unto the Tenant, and the Tenant does at this moment take and hire from the Landlord for the term and upon the terms and conditions from now on, the property described as follows:

Known and numbered as 211 F Street, Salida, CO 81201 (the "Premies)

2. Term. The term of this Lease shall commence at noon on 11/01/2023 and end at noon on 10/31/2026.

2.1 At the end of the term agreement, 10/31/2026, the tenant will have the option of automatic renewal. No more than a monthly rent increase per lease term will be applied.

3. Rent. Tenant agrees to pay Landlord a rental for the full term of payable in monthly installments of per month, in advance, on or before noon, on the 1st day of each calendar month

during said term. Rent received after the 5th of the month will be assessed a \$25 late fee daily.

- 4. <u>Security Deposit</u>. Upon execution of this Lease, the Tenant deposits with the Landlord the receipt of which is acknowledged by the Landlord and which shall be retained by the Landlord as security for the payment by the Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions and covenants of this Lease. If at any time during the term of this Lease Tenant shall be in default in the performance of any of the provisions of this Lease, Landlord shall have the right to use said deposit or so much thereof as necessary in payment of any rental in default and in payment of any damages sustained by Landlord on the Premises, except due to normal wear and tear, and in payment of any cleaning that must be done if the Premises are not left clean. Within sixty (60) days after the termination of this Lease, or after Tenant vacates the Premises, whichever occurs last, the Landlord shall mail to Tenant at Tenant's last known address a written statement listing the exact reasons for the retention of any portion of the security deposit, together with so much of the security deposit, without interest, as has not been retained by Landlord. The security deposit may be applied to rent due under this Lease only at the Landlord's option.
- 5. <u>Utilities</u>. Tenant shall be responsible for arranging for and paying for **electrical services** required on the Premises for their commercial business and shall indemnify Landlord against any liability or damages on such account, except that Landlord shall furnish water, gas, and trash. Except when due to the negligence of the Landlord, the Landlord shall not be liable for any failure or interruption of services to be supplied by the Landlord. In case of unnecessary use or waste by Tenant of the services to be provided by Landlord, Tenant shall then pay the same.
- 6. <u>Noise and Smell Levels</u>. The Landlord covenants that on paying the rent and performing the covenants contained, the Tenant shall peacefully hold and enjoy the Premises for the agreed term.
 - 6.1 Noise: The Tenant shall not exceed normal noise levels (loud music, excess equipment, etc.).
 - 6.2 Smell: No toxic or overwhelming smell is permitted on premises (chemical or natural).
- 7. Unless due to the Landlord's negligence, the Landlord shall not be liable for injury to a person (including death) or damage to property resulting from steam, gas, electricity, water, rain, or snow which may flow or leak from any part of the Premises or any pipes, appliances or plumbing work, the street or subsurface, or any other place.

- 8. <u>Use of Premises</u>. The Premises shall be used and occupied by Tenant exclusively as a commercial business, not to be occupied as a residence. Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises and the sidewalks connected to it during the term of this Lease. The tenant or his/her employee, family, agent, or visitor shall not smoke on or around the premises(Colorado State Law). Tenant shall comply with all covenants of the **F. Street Mercantile Association.**
- 9. <u>Condition of the Premises</u>. The tenant or tenant agent has examined the Premises, including the grounds and all buildings and improvements, and agrees that they are, at the time of this Lease, in good order, repaired, and in a safe, clean, and tenantable condition.
- 10. <u>Maintenance and Repair</u>. At her sole expense, the Tenant shall keep and maintain the Premises in a good and sanitary condition and repair during this Lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the premises or on or about the Premises in good order and repair; keep the walks and sidewalks free from dirt, debris, ice, and snow; and, at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, water heater, washer, and dryer, electric and gas fixtures whenever damage to that shall have resulted from misuse, waste or neglect by Tenant or his employee, family, agent or visitor. Major maintenance and repair of the Premises not due to misuse, waste, or neglect by Tenant or his employee, family, agent, or visitor shall be the responsibility of Landlord. Tenant agrees that no signs shall be placed or painted on or about the Premises by Tenant or at his direction without the Landlord's prior written consent.
- 11. Alteration and Improvements. Tenant shall make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without Landlord's prior written and verbal consent. All alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, except for fixtures removable without damage to the Premises and moveable personal property, shall, unless otherwise provided by written agreement between the Landlord and Tenant, be the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease, and if any improvement or fixture is removed according to a written agreement between Landlord and Tenant, Tenant shall, after removal, restore the Premises to their condition before the installation of the improvement or fixture.
- 12. <u>Damage to Premises</u>. Suppose the Premises, or any part thereof, shall be damaged by fire or other casualty not due to negligence or willful act of Tenant or his employee, family, agent, or visitor, and Landlord shall decide to rebuild or repair the Premises. In that case, there shall be an abatement of rent corresponding with the time and extent to which the Premises may have been untenantable. If the Premises should be damaged other than by negligence or willful act of Tenant or his employee, family, agent or visitor and Landlord shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be prorated up to the time of the damage.
- 13. <u>Dangerous Materials</u>. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra-hazardous by any responsible insurance company.
 - 14. Animals. Tenant shall not keep any animals on premises.
- 15. <u>Right of Entry</u>. The landlord and his/her agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises to inspect the Premises for making any repairs or alterations to it that the Landlord deems necessary or desirable or to show the Premises to any prospective tenant or purchaser.

- 16. <u>Tenant's Covenants</u>. Tenant also covenants and agrees as follows:
- 16.1 To use the Premises for no purpose prohibited by the laws of the United States, the State of Colorado, or the ordinances of the City and the County in which the Premises are located, and all police, fire, and sanitary regulations imposed by any municipal, state or federal authority, either now in force or hereafter enacted, and for no improper or questionable purposes whatsoever;
 - 16.2To keep no long-term guests, roomers, or boarders;
 - 16.3 To place no additional or change any locks upon any doors of the Premises;
- 16.4 Not to commit, permit, or suffer any objectionable or disorderly conduct, noise, or nuisance whatsoever about the Premises on the part of Tenant or the part of members of his family or guests;
- 16.5 That this Lease shall be subject and subordinate at all times to the lien of all existing mortgages and trust deeds and all mortgages and trust deeds which hereafter may be made a lien on the Premises, and to execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages or trust deeds as shall be desired by any mortgagee, and further hereby appoints Landlord his attorney-in-fact, irrevocably, to execute any such instrument for Tenant;
- 16.7 To remove all of his personal property from the Premises upon termination of this Lease, and if Tenant shall have vacated the Premises, or if the rent shall remain unpaid for fifteen (15) days after the same is due and Landlord cannot locate Tenant after reasonable effort, any personal property remaining on the Premises shall be conclusively presumed to have been abandoned by Tenant. The landlord may treat said property as his own or may dispose of said property in any manner whatsoever, without liability or accountability to the Tenant.
- 16.8 Tenant shall maintain her hazard insurance covering damage to Tenant's personal property, and Landlord shall have no liability for damage to Tenant's personal property, from whatever cause.
- 16.9 The landlord has agreed to allow the use of the following furnishing. These items will remain in the ownership of the landlord. The tenant shall maintain the owner's property: Wooden Checkout Stand. The tenant shall return such item at the end of the lease term in a condition as good as the condition at the beginning, except for such deteriorations that might result from normal use of the furnishings.
- 17. <u>Display of Signs</u>. The landlord reserves the privilege of displaying "For Sale" and "For Rent" signs on the Premises.
- 18. <u>Holdover by Tenant</u>. Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminable on fifteen (15) days written notice served by either Landlord or Tenant on the other party.
- 19. <u>Surrender of Premises</u>. The tenant will have the option of automatic renewal at the expiration of the Lease term, as agreed to above 2.1. Suppose the Tenant chooses to vacate the premises. In that case, The Tenant shall quit and surrender the Premises in as good condition as they were at the commencement of this Lease, reasonable use and wear thereof, and any damages by the elements excepted.
- 20. Abandonment. If at any time during the term of this Lease Tenant abandons the Premises, Landlord may at his option enter the Premises by any means without being liable for any prosecution, therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable under such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that had been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and net rent for such period realized by Landlord utilizing such reletting.

- 21. Default. If any default is made in the payment of rent, or any part thereof, at times herein before specified, or if any default is made in the performance or compliance with any other term or condition hereof, Landlord may reenter the Premises and remove all persons from that place, and either sue Tenant for damages for breach of his obligations under this Lease, or without terminating this Lease, relet the Premises on such conditions as Landlord may deem best, collect and receive the rent therefore, in which event, the rents received shall be applied first to the expenses of repossession, reletting and collection, alteration costs and expenses of preparing the Premises for reletting, and after that toward payment of the rental and of any other amounts payable by Tenant to Landlord. In no event shall Landlord be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. If the sum realized upon reletting shall not be sufficient to pay Tenant's obligations hereunder, Tenant will pay to Landlord any such deficiency as it accrues. No reentry of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is mailed to Tenant at Tenant's last known address. The enumeration of the preceding remedies does not exclude any other remedy. Still, all remedies are cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Tenant has corrected the default or breach. Tenant shall forfeit all of the Security Deposit.
- 22. <u>Assignment and Subletting</u>. Without the Landlord's prior written consent, the Tenant shall not assign this Lease, sublet, or grant any concession or license to use the Premises or any part thereof. A consent by the Landlord to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the Landlord's prior written consent, or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this Lease.

Exceptions:

22.1 Treatment rooms will be sublet with permission of the landlord:

Room 1: Taylor Grace.

Rooms 3 and 4: Mary Jane Schmudlach and Justin Matthews

23. Shared space. The landlord understands that 211 F Street is a large space, and the tenant will allow vendors to occupy the space when the tenant is away. Such persons must follow this lease agreement and agree to:

Noise: The Tenant shall not exceed noise levels (loud music, excess equipment, etc.).

Smell: No toxic or overwhelming smell is permitted on premises (chemical or natural).

Animals: No animals unless service.

Miscellaneous. 23.

- The covenants and conditions herein shall apply to and bind the heirs, personal representatives, successors, and assigns of the parties hereto. All covenants are to be construed as conditions of this Lease.
- 23.2 This Lease constitutes the parties' entire agreement hereto and may not be modified except by their written agreement.
- 23.3 In case of any violation of this Lease by the Tenant wherein the Landlord engages an attorney to enforce this Lease, the Tenant shall be liable for such reasonable attorney's fees that the Landlord may incur.
- 23.4 Termination upon sale of premises. Notwithstanding any other provisions of this lease, the landlord may terminate this lease upon 60 days written notice to the tenant that the premises have been sold.

The laws of the State of Colorado shall govern this Lease.

First Right of Refusal. If the Landlords decide to sell the premises, 211 F. Street, the tenant, Mary Kathryn Blanton, will have the first right of refusal.

LANDLORD:

TENANT:

Blamton 10/11/23

Item 13.

CITY OF SALIDA, COLORADO CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY MARCH 2024



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

Summary Results for City and Chaffee County Sales Taxes

March City sales tax collections increased by \$4,869 (0.6%) as compared to March 2023. The City's portion of Chaffee County sales tax collections decreased by \$18,937, a -6.7% decrease over March 2023. In total, sales tax receipts are -1.3% lower for March and 3.5% higher year-to-date. Actual collections are 1.6% behind budget year-to-date (budget is spread throughout the year based on historical collection proportions, not evenly).

Current Month												
		March		March	2	024 - 2023	2024 - 2023		March	2	024 Budget	2024 Budget
	_	2024		2023		\$ Change	% Change	2	2024 Budget	,	\$ Variance	% Variance
3% City Sales Tax	\$	769,743	\$	764,874	\$	4,869	0.6%	\$	813,825	\$	(44,082)	-5.4%
Shared County Tax	\$	264,886	\$	283,823	\$	(18,937)	-6.7%	\$	291,976	\$	(27,090)	-9.3%
Total	\$	1,034,629	\$	1,048,697	\$	(14,068)	-1.3%	\$	1,105,801	\$	(71,172)	-6.4%
						Year-to-l	Date					
	Y	ear-to-date	Υ	ear-to-date	2	024 - 2023	2024 - 2023	'	Year-to-date	2	024 Budget	2024 Budget
	_	2024		2023		\$ Change	% Change	2	2024 Budget	(\$ Variance	% Variance
3% Sales Tax	\$	2,125,126	\$	2,016,519	\$	108,607	5.4%	\$	2,166,118	\$	(40,992)	-1.9%
Shared County Tax	\$	744,106	\$	754,798	\$	(10,691)	-1.4%	\$	750,590	\$	(6,484)	-0.9%
Total	\$	2,869,232	\$	2,771,316	\$	97,916	3.5%	\$	2,916,708	\$	(47,476)	-1.6%

Item 13.

CITY OF SALIDA, COLORADO CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY MARCH 2024



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

3% City Sales Tax by Industry Sector

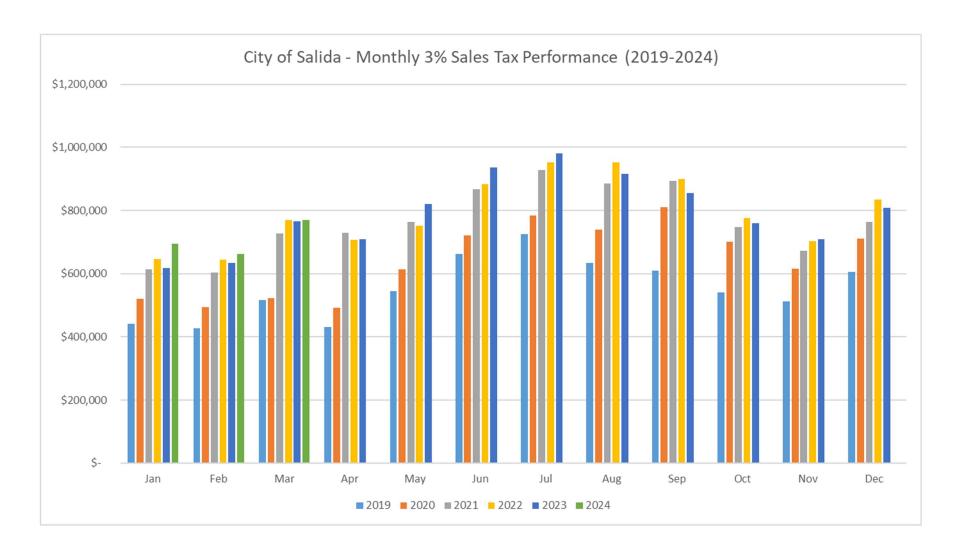
Current Month

		March		March	20	24-2023	2024-2023
NAICS Sector		2024		2023	\$ (Change	% Change
Retail Trade	\$	519,517	\$	509,813	\$	9,704	1.9%
Accomodation &	ተ	147 500	+	142 625	+	2.074	2.00/
Food Service	\$	147,599	A	143,625	\$	3,974	2.8%
All Other	\$	41,121	\$	42,792	\$	(1,671)	-3.9%
Manufacturing	\$	15,150	\$	16,692	\$	(1,542)	-9.2%
Wholesale Trade	\$	22,963	\$	28,297	\$	(5,334)	-18.9%
Information	\$	11,451	\$	11,027	\$	424	3.8%
Construction	\$	8,138	\$	5,838	\$	2,300	39.4%
Real Estate, Rental	\$	2 004	6	6 700	+	(2.006)	-44.0%
and Leasing	Ф	3,804	\$	6,790	\$	(2,986)	-44.0%
Total	\$	769,743	\$	764,874	\$	4,869	0.6%

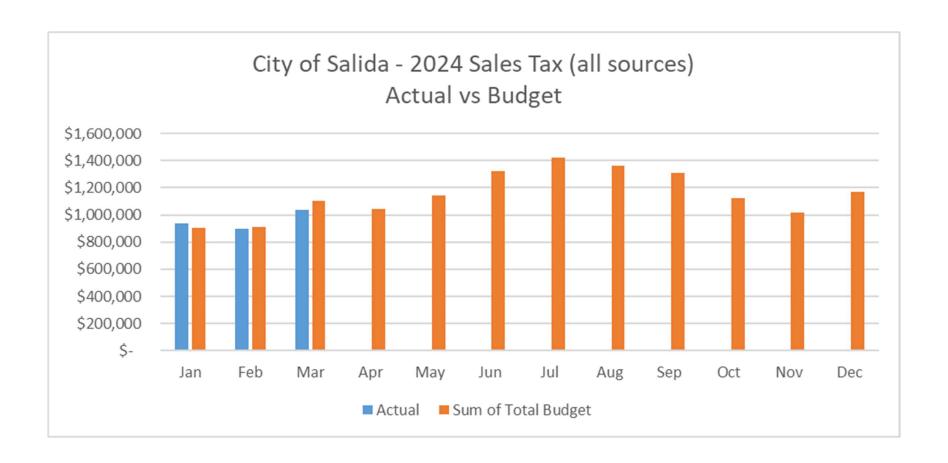
Year to Date

	YTD		YTD	20	024-2023	2024-2023
	2024		2023	\$	Change	% Change
\$1	,448,918	\$	1,392,915	\$	56,003	4.0%
\$	368,998	\$	338,383	\$	30,615	9.0%
\$	116,673	\$	115,634	\$	1,039	0.9%
\$	44,465	\$	41,514	\$	2,951	7.1%
\$	79,943	\$	70,186	\$	9,757	13.9%
\$	31,916	\$	29,660	\$	2,256	7.6%
\$	17,798	\$	15,250	\$	2,548	16.7%
\$	16,415	\$	12,977	\$	3,438	26.5%
\$2	2,125,126	\$2	2,016,519	\$	108,607	5.4%

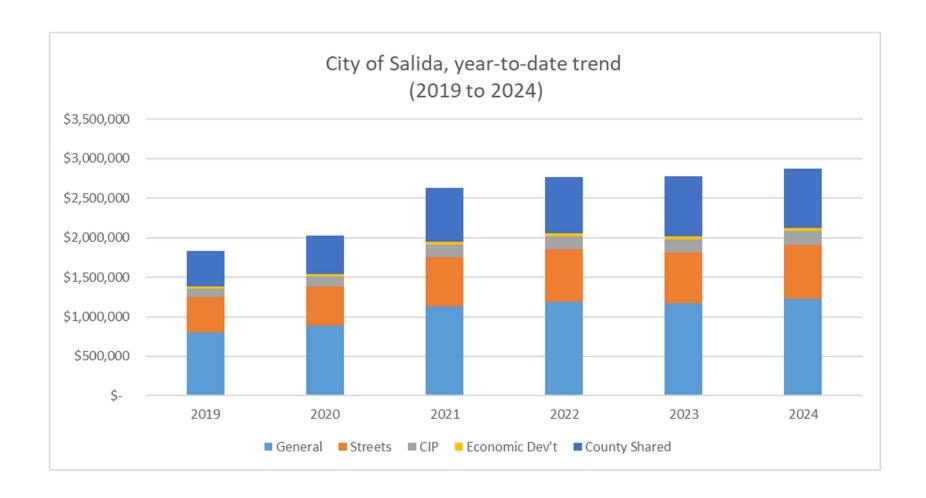




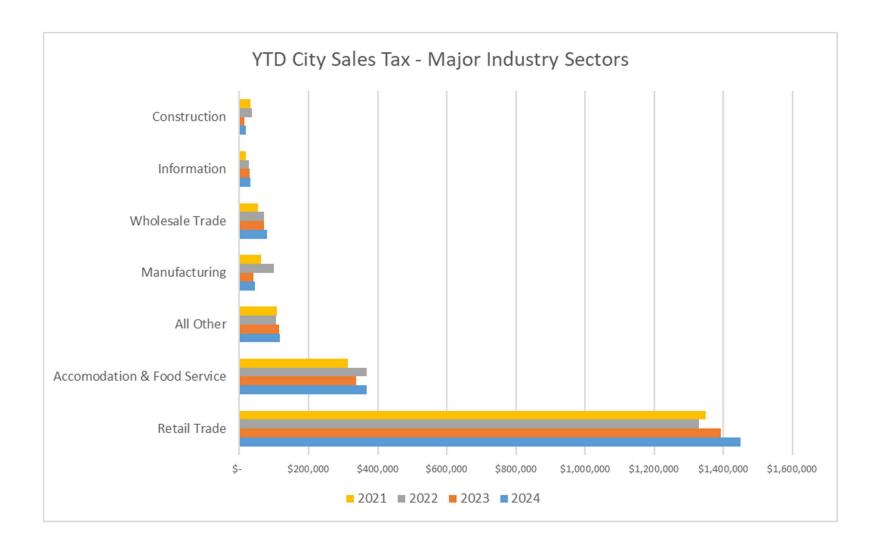














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Administration and Human Resources

ADMINISTRATION

- Attended the Colorado City and County Managers' Association Annual Conference.
- Supporting the F Street Working Group.
- Attended the Power of WE Conference.
- Began Effective Supervisory Practices Series, through ICMA, with all City Supervisors.
- Continue to forward City priorities in discussions with CHA.
- Participated in Succession Planning workshop through CIRSA.

HUMAN RESOURCES

- 25 new hires or rehires processed YTD
- 12 terminations processed YTD
- ADP Comprehensive Services upgrade continues, enhanced benefit and talent management modules under construction.
- Wellness Fair 5/16 at Chisholm Park

Airport – February minutes recap

PUBLIC COMMENT

A mission statement will be worked on over the next few months.

NEW BUSINESS

- Runway Stats Traffic Monitoring/ February Traffic
 - Zech Papp spoke about the new equipment installation that feeds information to a website that launched at the end of January that monitors runway traffic stats. The website is currently in the testing phase and there is no charge for usage for the first five months. The State of Colorado will possibly pay for the usage of the website, which will be determined in June or July. If the State does not pay for the service, the cost to the airport would be \$500-\$700 per month. If the State does not pay for the usage of the equipment and website, the airport will have to determine if they can continue to use it. The website tracks many things, including peak dates and times, lease information, number of aircraft landing and taking off, aircraft owner is a heat map function that tracks aviation traffic hot spots, as well as an automatic 911 notification system if an aircraft is encountering an emergency.
 - Zech Papp spoke about the Colorado Economic Impact Study that was done by the State in 2018 and finished in 2020. The State will be conducting that study again beginning this year, so every airport in the state will be able to see what their location is bringing to their community and the state.
 - Buena Vista Airport Board Meeting Zech Papp spoke about attending the last Buena Vista Airport Board meeting to meet their Board and see how their meetings are conducted.



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- 2025 Budget/ Project Costs Zech Papp has the 2025 budget nearly complete. The budget is not usually completed until September of each year, but with the two large upcoming projects, the city and the county asked him to complete the budget early this year.
- EAA Chapter Update Zech Papp spoke about the lack of chapter members and volunteers.
 There is an upcoming pancake breakfast that will hopefully generate some interest.
- Zech Papp spoke about the Colorado Economic Impact Study that was done by the State in 2018 and finished in 2020. The State will be conducting that study again beginning this year, so every airport in the state will be able to see what their location is bringing to their community and the state.
- The design, engineering and environmental for the Fuel Farm will be completed in 2024, and the project will go out to bid in September or October. Once the project contractor is selected, the fuel tanks will be ordered, which take 8-10 months to build. The Fuel Farm will likely be completed by the end of 2025.
- The other upcoming project is the Taxiway Alpha environmental and design. This is a State funded CDOT project with a cost of \$315K. The Airport is awaiting the resolution from the City of Salida to be sent to CDOT in order to get the project going. In 2025, Phase 1 of this project will be underway. By the end of 2024, they are hoping to have all of the environmental, engineering and design completed so this will be a shovel-ready project at the beginning of 2025.

MANAGER'S REPORT- activities during last month; statistics of prior months

- Zech Papp stated the past month has been a little bit slower, but that's normal for this time of year. The fuel sales are comparable to last year.
- Board Member Michael Marino addressed the Board about airport growth and the possibility of getting people from the airport to Monarch, either by having the Monarch Shuttle Bus stop at the Airport or shuttling the people into Salida to get on the bus. Zech Papp stated that the airport previously had a setup like this with a few local businesses. Advertising issues were discussed. Deputy County Administrator Beth Helmke suggested via chat that someone check with the Chaffee County Visitor's Bureau to help with advertising. This will be discussed more in the future after Michael Marino and Shawn O'Day reach out to some of their local contacts.

Arts and Culture

- An exhibit was hung in the Paquette Gallery featuring the works from artist, Melissa Getz. The artist
 was recognized at the reception held during the monthly Creative Mixer, which was attended by (40)
 people. Additionally, local harpist Mary Ann Razzi entertained the attendees.
- Two unique art events took place with a gallery "experience" in the theater by photographer Tim Brown, entitled "Broken" and a Poetry & Paint night at the Scout Hut as a part of the Creative District Community Read program. Both programs were attended by a total of (150) people.
- The performance highlights of the month came from Walden Chamber Music Society, a comedy show
 with Sam Adams & Stephanie McHugh, a Rod Stewart Tribute Concert from performer Vic Vaga, and a
 spring concert by the Alpine Orchestra. All total these performances were attended by (530) people.



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- The SteamPlant and Scout Hut played host venues to many municipal, county, educational, business
 and non-profit groups, including City of Salida, Chaffee County Economic Development Corporation,
 Chaffee County Government, AHRA, Colorado Headwaters, CSS Valley, Chaffee County Public Health
 and Trout Unlimited. All total the LISTED events/meetings were attended throughout the month by
 (663).
- TOTAL GUESTS Attending (51) Events/Meetings for April = 2,278
 - Number of free arts and culture events/no admission = 8
 - Number of attendees at free events = 363
 - Number of events paying rental fees = 28
 - Number of entities using the facilities = 40



Poetry & Paint for Community Read



Sculpture from artist featured in Paquette Gallery

City Clerk

- Processed 8 CORA requests. So far in 2024 the Clerk's Office has processed 30 CORA requests.
- Processed several Liquor License renewals and 3 new Liquor Licenses.
- Attended Succession Planning and Leadership training.
- Processed Arborist License renewals.
- Processing 2024-2025 Tobacco License renewals.
- The May Municipal Court had 22 cases.
- Our new Deputy City Clerk/Court Clerk, Amanda Mitchell begins her employment on May 20th
- The City Clerk's office has moved upstairs to Room 209.
- Gearing up for the Short-term license renewals in June.

Community Development

• **Building Permits:** Thus far through 5/15/24, we have seen 58 total building permits, including 104 new residential units (2 mixed-use building permits alone accounted for 75 units within Salida Crossings). At this time in 2023, we had seen 71 total building permits, inc. 26 new residential units. In



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2022, we had seen 63 total building permits, inc. 23 new residential units. In 2021, we had seen 100 total building permits, inc. 101 new residential units.

We saw a big influx of permits just prior to the new building and energy codes going into effect, and there's been a corresponding slow-down since then, but we have also received numerous inquiries this month so we expect permit applications to ramp up again shortly.

- Land Use Applications: We have received, or expect to receive shortly, a significant number of limited and major impact review applications over the last month. We have approximately 10-12 applications that are expected to go to Planning Commission in the next couple of months, some of which will go to Council soon thereafter.
- South Ark Neighborhood Phase I Infrastructure: Since the award of a total of \$4 million in grant funding, we have been working with Public Works to get an RFP out for design and engineering, which went out this week. We also still need to finalize our agreements with the County and CMC for their contributions towards the infrastructure project.
- 1st and D Apartments Project: With public input from the October open house and additional staff and developer input, the architects and engineers for the project developed a concept layout with two separate architectural concepts for the site. These designs were unveiled at an open house on March 6th at the Scout Hut. Following the presentation, an online survey requesting input on the design was made publicly available through March 22nd. Results from that survey are in and the more "traditionally historic" concept design was preferred 3-to-1 over the "modern" design. Artspace and the architects will be reviewing additional input and making certain changes to the design to bring to Council at a work session on May 20th with hopes of consensus prior to going under contract with a general contractor, establishing real cost estimates, and pursuing funding for the project.
- Land Use Code update: Regrettably, there has not been much progress on this front over the last month due to staffing challenges. We have been working through some of the items that seem to be a bit controversial, however, (e.g. river setbacks) and other environmental regulations (drainage requirements, floodplain rules, erosion, etc.). Hopefully, we will be able to focus more concentrated time on this massive project once additional staff are on board and are able to absorb more of the workload (following training, etc.).
- **New Planners:** On that note, we will have a new Senior Planner, Carolyn Poissant, joining our team beginning June 3rd. Carolyn comes most recently from Virginia Beach, Virginia but also spent several years as a Planner in various locations throughout Colorado. We also will have a new Associate Planner, Kristen Hodges, who will be joining us beginning June 24th after her stint doing Development Review for the City and County of Denver. We are excited to have both Carolyn and Kristen on board!
- Housing Fair: Staff had been working with the Housing Authority (and others) to plan a Housing Fair sometime this summer. The goal of such a "fair" would be to gather names of individuals interested in



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any of the dozens of affordable housing units (rental and for-sale) that were anticipated to come online this year, plus to provide education regarding eligibility for such units. Many people/households may not know that they would actually qualify for one of these units—because they think they make too much money. With AMI's as high as they are (and market prices), that may not be the case—some households making over \$100,000 may even qualify for a deed-restricted unit.

In light of the fact that the bulk of inclusionary housing units we anticipate to be built now look like they
will not be completed by private developers for at least another year, we have decided to push this off,
perhaps until Spring 2025. We are still working with CHA and others to participate in a Housing Fair
that may still happen in Buena Vista in the Fall, however. We also made relevant information available
at a recent UAACOG housing education meeting held at CMC.

Finance

- The Annual Comprehensive Financial Report is going through final reviews and will be presented to Council at their June 4 meeting.
- A *Policy Development and Maintenance Policy* was developed which provides guidelines to staff on when a formal policy is necessary and what should be included in the policy.
- A Revenue Reduction Response Policy has been drafted and will be reviewed by the Finance Committee and Council will be asked to approve this policy at their June 4 meeting (consent agenda)
- Staff are gearing up for 2025 budget work by reviewing long-term project needs and updating revenue and expense projections.
- Several options for budget to actual tracking reports have been prepared and will be presented to the Finance Committee to see which best captures an effective way of monitoring financial performance against budget goals.
- Work continues on the Water and Wastewater rate studies with consultants Ehlers, inc
- We have started to track some operating metrics to give an idea of daily work flow, those will be shared in this update each month:



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Finance Office - Key Operating Metrics - 2024				
	<u>January</u>	February	March	<u>April</u>
Front Desk Customer Count	264	212	167	212
Number of invoices paid	364	328	338	443
Number of utility bills processed	4261	4263	4268	4270
Number of "online" utility payments processed	2704	2725	2778	2746
Number of delinquent utility account processes	325	383	397	294
Number of journal entries prepared	90	75	87	59
Number of payroll checks processed	456	341	321	478
Number of utility service orders processed	183	94	95	85
Number of new construction utility accounts set up	22	21	10	7



CITY OF SALIDA, COLORADO

Email: finance@CityofSalida.com Website: CityofSalida.com

448 E. 1st Street, Ste. # 11 Salida, CO 81201



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Fire OPERATIONS

- Number of emergency calls: 395
- Increase in call volume: 10.7%
- Notable calls: STRUCTURE FIRE On April 20, 2024, emergency crews were dispatched to a structure fire at 705 H Street, where they encountered a challenging attic blaze. The fire, which is believed to have originated from electrical complications, had already burned through the roof prior to the firefighters' arrival. Despite the complexity of navigating through the dense accumulation of personal belongings, indicative of hoarder conditions, the firefighting team executed an exemplary fire attack under tough circumstances.





FIRE PREVENTION

- Conducted fire inspections: 25
- Plans reviewed for fire code compliance: 1
- Fire evacuation Drills: 9

COMMUNITY RISK REDUCTION

 SFD members engaged with Longfellow's 3rd graders in the Personal Flotation Device (PFD) program, equipping them with PFDs to foster enthusiasm for river sports while emphasizing the importance of river safety.



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NEW FIREHOUSE

- Percentage of work completed is 41 %
- On May 10th, a celebratory BBQ and tour of the new firehouse took place, graciously hosted by Neenan, the architects and builders behind the project. This significant upgrade marks an exciting advancement for SFD. The Firefighters are excited and grateful.



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TRAINING

Training at 505 Oak, part of the Acquired Structures Program, is in full swing with fire companies
honing hose handling and search techniques. Additionally, SFD extended their expertise to assist in
training members of Chaffee County Engine 4.



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 On April 17th, wildland teams completed their Annual Wildland Refresher, which included safety courses and physical fitness assessments.



WILDLAND URBAN INTERFACE MITIGATION

• Fire crews efficiently conducted mitigation near the galleries, addressing neighbors' concerns about property conditions. They removed numerous high-risk trees and utilized a city chipper and loader to repurpose the wood chips for municipal projects. Weather conditions postponed burning, necessitating future cleanup.

Utilizing fire staff significantly reduced costs compared to outsourcing, saving \$8000 over hiring contractors.

• Fuel management is essential for ecosystem health and reducing wildfire risks. By managing vegetation, we not only support natural fire roles in landscapes but also protect lives and property by lessening the intensity of future wildfires. This is a safety priority for Chief Jonke.



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Parks and Recreation

AQUATICS

- Aquatics Risk Management Training by CIRSA 5/7. Jen, Chelsi, Randi, Kaylee and Anissa in attendance.
- Summer hours May 27-Sept 1
- Monday-Friday: 6am-8pm
- Saturday: 10:30am-8pm
- Sunday: 12-6pm
- Advertising/marketing project to increase pool usage, memberships and access pass sales (RV group, hotels, businesses for employee passes, open house, flyers)
- Thursday, May 16th Family Fun Night 5pm-8pm
- Tuesday, May 21st No Splash class We have end of the year parties for school
- Wednesday, May 22nd No AquaMixer We have end of the year parties for school
- Wednesday, May 22nd Last Kayak Roll Session see ya January
- Thursday, May 23rd No Splash class We have end of the year parties for school
- Tuesday, May 28th Swim Team starts summer practices Monday-Friday 5 lanes from 7am-9am and 2 lanes from 9am-10am
- Friday, May 31 Pool will close at 12pm for swim meet
- Saturday, June 1st Swim Meet all day Pool closed
- Sunday, June 2nd Swim Meet all day Pool closed
- Monday Thursday, June 3rd-13th Session I Swim Lessons 10am-10:45am and 11am-11:45am
- Sunday, June 16th Mothers and Fathers swim free
- Monday Thursday, June 17th-27th Session II Swim Lessons 10am-10:45am and 11am-11:45am
- Thursday, June 20th Family Fun Night 5pm-8pm
- Friday, June 28th Adult Hot Soak 7:30pm-9:30pm



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RECREATION

Field Trip Fridays

- FTF was canceled today 5/10
- o Next Friday 5/17 is the last Field Trip Friday for the season and we'll resume mid-August later this year.
- o every session has been full except for the first one, 13 kids in each.
- FTF has been a real team effort and Chris, Tina, Diamond, Maggie, and Anissa have all put in hard work to make it run smoothly!

Youth Baseball League

- Registration is closed and currently, we have 157 kids signed up over last year's 137
- games start the week of June 3

Youth Softball League-Girls

- Registration is closed and so far we have 57 girls lined up compared to last year's 49.
- o games start the week of June 3

Adult Softball Leagues

- Registration is closed and we have 5 Women's teams, 4 Men's teams, and 5 Co-ed teams. Which is one
 more adult team than last year.
- Games begin the week of June 3, 2024.

Adult Women's Volleyball

Ends May 14 and our survey will be going out this week.

• FIBArk Running Race Registration

- o Registration is open!
- o More info Here
- o want to volunteer? We need lots! Email or txt Ryan with your availability.
- You can also sign up to volunteer with this link

Summer Paddling Programs

- Registration opens this Friday
- L2/3 Kayaking
- o SUP River
- SUP Surf
- o Rafting and River Safety

Youth Tennis Lessons

- Youth Tennis lessons open for the whole season starting Monday, May 13 at 8 pm.
- o Here is the link to registration and more details Here

Youth Pickleball Lessons

 We are currently working to partner with the Peak-to-Peak Pickleball Club to offer summer pickleball lessons for youth at Centennial Park Courts.

Mobile Recess

- Mobile Recess will return starting June 5th in Alpine Park. The activity is free to the public and will run from 10 am 1 pm every Wednesday through the end of August.
- If you are interested in staffing this or know somebody who would be, please reach out and let me know.

Staffing

 This week I'm working on hiring and have interviews lined up. We have most of our softball and baseball staff already figured out for the summer and are working on making sure everything else is staffed.



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FACILITIES

- Hot Water Main Replacement project tied in upstream and downstream tie-ins were completed during shutdown.
- Seeding of disturbed area of the Hot Water Main replacement project
- Installation of the Isonas system at the Aquatic Center
- · Getting Isonas to a workable state for reopening
- All gender locker room maintenance, scrape paint, drywall mud, sanding, painting, removing self-closing hinges
 on doors, exhaust fan cleaning, all to repair damage from humidity, and to improve ventilation.
- Typical shutdown maintenance
- Reaching out to a plumber and electrician for numbers on the Outdoor Soaking Pool project.
- Gaining institutional knowledge of the existing hot water main.
- Completed Aqua bike storage room
- · Completed amenities pump rebuild.

PARKS

- -full time interviews for 2 open positions
- -4 seasonals started and 5 more starting in the next 2 weeks
- -50 willow saplings planted on scout wave riverbank
- -started mowing operations
- -S-Mtn planting event rescheduled to Saturday May 18th
- Re-seeding projects at Riverside and alpine parks
- -major tree clean up after snowstorm
- -continued irrigation improvements and maintenance
- -new water truck ready to go

EVENTS

Event: SunFest

• Date(s): May 22 & 23

Time: 5-10pm (with set-up and sound checks during the day)

Location: Riverside Park

Attendance: 500

Event: Marimba Concert/Bluegrass on the Arkansas

Date(s): May 24, 25, & 26

Time: 4-10pm (Sunday 5/26 Noon - 9:30pm)

Location: Riverside Park

Attendance: 500

Event: Memorial Day Parade

Date(s): May 27

 Time: 1pm stage parade at Alpine Park, 2pm parade starts. Parade will end at Riverside Park with a brief ceremony.



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Location: F St & Riverside Park

Attendance:100

Event: Ark Valley Pride

Date(s): June 1

 Time: 2:30 stage parade at Alpine Park, 3pm parade starts. Parade will end at Riverside with event running until 10pm

Location: F St & Riverside Park

Attendance: 300-500

Event: Farmers Market

Date(s): every Saturday starting June 1 through October

Time: 8am - NoonLocation: Alpine ParkAttendance: 300

Event: Headwaters Institute - Gathering of the Guides

Date(s): June 7Time: 8am - 4:30pmLocation: Riverside Park

Attendance: 100

Event: FIBArk

• Festival June 12 - 16

Parade???

• Hill Climb June 13

• 5K & 10K Road Race June 15

10K Trail Run June 16

Event: Chain Drain Disc Golf Tournament

Date(s): June 16Time: 8am - 6pm

Location: South Ark Disc Golf Course

Attendance: 100

Police

- We had 765 calls for service in April.
- Our new officer has been doing well with his training. We are on pace to have him on his own by the 1st of August. We are still struggling with staffing but are slowly making progress towards becoming fully staffed.



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School Resource Officer Bri Tucker was nominated by a staff member at Salida High School as the
best SRO in our five-state region. After all the votes were tallied, Officer Tucker was selected as the
best SRO in our region. This is a pretty special honor for Officer Tucker and we are proud to have her
on staff here at Salida PD. Officer Tucker has been doing an amazing job in the district and definitely
has a passion for the position. Officer Tucker will be attending the National School Resource Officer
training in Pheonix, Arizona in July. While at the event, Officer Tucker will receive an award for her hard
work and dedication. We will be doing a press release for the community later this week.

Public Works

PLANNING/ENGINEERING/CONSTRUCTION

- Oak Street evaluation of bids and additional funding procurement underway
- SRTS CDOT Local Agency Project Final engineering stages
- West SH-291 Improvements Initial stages of engineering and scoping
- Working with Finance Department and financial consultant on Utility Rate Study updates
- Staff working with regulatory agencies to complete audit and reporting related to national Lead and Copper in Drinking Water program compliance items

UTILITIES

- SCADA overhaul and upgrades underway at treatment facilities for automation and improvements to emergency notifications.
- Smart Meter upgrades underway

OTHER CIP ITEMS

- Caboose Worked with contractor and other staff to complete caboose relocation and related improvements
- Multi-Use Facility Office space complete. Fleet transition to this facility will occur with completion of fire station and relocation of their apparatus currently located there.

OPERATIONS

- Hiring stages for Street Supervisor underway.
- Both Street and Field Utilities have vacancies and prioritization basic operation items is necessary.
- Staff helped with fencing at caboose this past month.
- Staff worked with contractor at Pasquale WTP to set new generator.



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Recently Restored Caboose

Poncha Blvd and Holman Reconstruction

Sustainability and Communications

• Earth Day 2024 was a success. We diverted 4,135 lbs from the landfill. Here is the breakdown by item:

0	Clothing pounds	900
0	Footwear pounds	250
0	Book pounds	400
0	Paint gallons	215
0	cycling gear pounds	125
0	bike number	12
0	medical equipment	17
0	eyeglasses number	54
0	candle pounds	65
0	printer ink pounds	40
\circ	ski dear nounds	

o ski gear pounds 225

• The City of Salida partnered with the Chamber of Commerce on an E-Waste Event on May 4th. Through this event, we diverted over 37,000 lbs. of electronic waste from our landfills, serving over 453 vehicles. We had a 50% increase in the amount of cars from 2023.



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Earth Day: Loading retired bicycles into the truck for reuse



Earth Day: Group of volunteers for the event



Earth Day: Mend it Mondays consulting on mending project



Earth Day: Mend it Mondays