# CITY COUNCIL REGULAR MEETING

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

September 07, 2021 - 6:00 PM

# AGENDA

Please register for Regular City Council Meeting

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

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

To watch live meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAIlQfSsmm0/vpfQhcsApYv_5?preview=1

**CALL TO ORDER**

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

**1. Civility Invocation**

**CONSENT AGENDA**

**2. Approve Agenda**

**3. Approve August 17, 2021 Minutes**

**4. Approve Brewers' Rendezvous Event**

**5. Approve Monarch Crest Crank Event**

**6. Approve Colorado Grand Event**

**7. Approve High School Cross Country Race Event**

**8. Approve Final Settlement for the 2021 Sewer Reconstruction Project**

**9. Approve Final Settlement for the Bio-Solids Concrete Slab Expansion Project**

**10. Approve Change Order for the 2021 Sanitary Sewer CIPP Project**

**11. Approve Final Settlement for 2020 Skatepark Project**

**12. Approve a Hangar Lease for Harriett Alexander Field**

*Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.*

**CITIZEN COMMENT**–Three (3) Minute Time Limit

**UNFINISHED BUSINESS / ACTION ITEMS**

13. **Ordinance 2021-12** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING A 3.87 ACRE AREA OF LAND KNOWN AS THE CHAFFEE COUNTY GOVERNMENT CAMPUS WITH A PLANNED DEVELOPMENT OVERLAY, **FINAL READING AND PUBLIC HEARING**

14. **Ordinance 2021-13** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16 OF THE SALIDA MUNICIPAL CODE, REGARDING LAND USE AND DEVELOPMENT, TO ADDRESS CHANGES TO FAMILY CHILD CARE HOMES REQUIRED BY RECENT STATE LEGISLATION, **FINAL READING AND PUBLIC HEARING**

**NEW BUSINESS / ACTION ITEMS**

15. **Request for Funding and Letter of Support – Jane's Place**

16. **Approval of Amended City Clerk Employment Agreement**

17. **Resolution 2021-31** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE

18. **ORDINANCE 2021-14** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 8 OF THE SALIDA MUNICIPAL CODE, REGARDING VEHICLES AND TRAFFIC, TO UPDATE PROCEDURES RELATED TO CIVIL VEHICLE, TRAFFIC AND PARKING VIOLATIONS, **FIRST READING AND SETTING A PUBLIC HEARING**

19. **DECLARATION OF EXTENSION OF STATE OF LOCAL EMERGENCY – COVID-19 ACTION PLAN IMPLEMENTATION**

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

**Council Reports**

**- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton**

**Mayor Report**

**Treasurer Report**

**Attorney Report**

**ADJOURN**

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CITY OF SALIDA
SEAL
COLORADO

City Clerk | Deputy City Clerk

Mayor P.T. Wood

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# CIVILITY INVOCATION

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

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.

- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.

- We challenge ourselves to value varying points of view and hold all contributions as equally important.

- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.

- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.

- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.

- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.

- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.

# CITY COUNCIL REGULAR MEETING

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

August 17, 2021 - 6:00 PM

# MINUTES

## CALL TO ORDER

### Pledge of Allegiance

### Roll Call

PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harald Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock arrived at 6:02 p.m.

Mayor PT Wood

Treasurer Merrell Bergin

### Civility Invocation

## CONSENT AGENDA

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

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Approve Agenda

Approve August 3, 2021 Minutes

Approve Avalanche Excavation change order to Contract 2020-014 00520

**CITIZEN COMMENT**–Three (3) Minute Time Limit

Morgan Jones, Jason Willis, Jason Shelman, Cara Barone, Tom Pokorny, Adam Martinez, Nate Calderone, Andrew Shomaker and Cloe (no last name given) spoke during Public Comment.

**NEW BUSINESS / ACTION ITEMS**

**Resolution 2021-30** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A PURCHASE AND SALE AGREEMENT

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

Council Member Templeton moved to amend the Agreement by excluding, specifically, one walk-in freezer currently located on the Property, to be removed by the Sellers no later than January 31, 2022, Seconded by Council Member Shore.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE AMENDMENT PASSED.

Returning to the original motion,

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

**Ordinance 2021-12** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING A 3.87 ACRE AREA OF LAND KNOWN AS THE CHAFFEE COUNTY GOVERNMENT CAMPUS WITH A PLANNED DEVELOPMENT OVERLAY, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Shore moved to approve the Ordinance on First Reading and set a Public Hearing for September 7, 2021, Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

**Ordinance 2021-13** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16 OF THE SALIDA MUNICIPAL CODE, REGARDING LAND USE AND DEVELOPMENT, TO ADDRESS CHANGES TO FAMILY CHILD CARE HOMES REQUIRED BY RECENT STATE LEGISLATION, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Shore moved to approve the Ordinance on First Reading and set a Public Hearing for September 7, 2021, Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

## COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

## EXECUTIVE SESSION I

For the purposes of a discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill and office of this body or of an elected officials; or personnel policies that do not required the discussion of matters personal to particular employees, and the following additional details are provided for identification purposes: City Clerk annual performance evaluation

Council Member Shore moved to go into Executive Session, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Council entered Executive Session at 7:54 p.m. and returned to the regular meeting at 8:21 p.m.

## EXECUTIVE SESSION II

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e, and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a), with the following additional information for identification purposes – potential real estate acquisitions or transfers.

Council Member Shore moved to go into Executive Session, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Council entered Executive Session at 8:25 p.m. and returned to the regular meeting at 8:33 p.m.

## ADJOURN

Adjourned at 8:34 p.m.

CITY OF SALIDA
SEAL
COLORADO

City Clerk | Deputy City Clerk

Mayor P.T. Wood

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# SALIDA COLORADO CHAMBER of COMMERCE

406 W. Hwy. 50 ~ Salida, CO 81201 ~ (719) 539-2068 ~ Fax (719) 539-7844
www.salidachamber.org ~ email: info@salidachamber.org

July 15, 2021

To: Mayor PT Wood and The Salida City Council
448 E. First St.
Salida, CO 81201

Attn: Sara Law
Deputy City Clerk
City of Salida

Re: 25th Annual Colorado Brewers Rendezvous
October 2, 2021
12:00 p.m.-5:00 p.m.

Dear Mayor Wood and Salida City Council,

The Salida Chamber of Commerce requests the use of Riverside Park for the 25th Annual Colorado Brewers Rendezvous, slated for Saturday, October 2, 2021 from 12 p.m. to 5:00 p.m. We are requesting the private use of Riverside Park and allowance for coning off parking spaces on the park side of Sackett Street, for blocking areas for our food trucks and port-o-lets. The cones will be put in place beginning the afternoon of Friday, October 1st, to ensure space for our local food vendors. On the following day, we will keep the cones in place for allowance for unloading via our attending brewers. Once the unloading is done, we will encourage all of our brewers to relocate their vehicles to an appropriate parking spot away from Sackett Street.

Set up, at Riverside Park, will begin at 8:00 am on Saturday and the event will begin at 12:00 p.m. We are requesting permission to host beer vendors, food vendors and live music. We will encircle the park and parking spaces along Sackett St. (food vendors and port-a-potties) with fencing to confine all food and alcohol consumption to the park area only. We will have all elements of the event cleared from the area by 7:00 p.m. on Saturday, and all areas will be cleaned of any debris.

Street Closures & Coned Off Parking Spaces

October 1st: Cone off Parking Spaces along Sackett from E to F Streets beginning at 5:00 p.m., as they are vacated, in order to allow for placement of food vendors, port-a-potties, and ice truck at 6:00 p.m.

October 2nd: Cone off Parking Spaces along park-side of F St. from Sackett to the F St. Bridge from 8:00a.m. through 11:00a.m on Saturday for vendor unloading.

October 2nd: We will be using the entire park, excluding the playground area east and Scout Hut, for vendors and the amphitheater for live music from 2:00p.m. to 4:00 p.m. There will not be music past 4:00 p.m. We will also be using the power box for food vendors as needed.

Depending on capacity (1,200 or 2,000) we will have between 32 - 54 port-a-potties (2 ADA units), all with hand sanitizing stations. These will be placed along Sackett Street in the fenced parking spaces. There will also be 4 hand washing stations in the park for attendee's use.

We will have 30 (64) gallon large totes for trash, 1 (5 yard can) for trash, 3 (32) gallons glass receptacles and 1 (64) gallon receptacle for plastic. We will also include 3 receptacles for cardboard and 1 receptacle for aluminum.

Emergency services will be notified. We will provide security in the park to ensure an orderly event.

If you need anything else from the Chamber, or have any questions regarding this event, please don't hesitate to ask. Please phone us at 539-2068.

Thank you for your time and consideration.

Sincerely,

Lori Roberts
Executive Director
Salida Chamber of Commerce
lori@salidachamber.org
www.salidachamber.org
719.539.2068 o
719.221.3366 c

# Addendum A

## For Applications B and C

1. Do you plan on using any portion of the **Salida Trail System (STS)?** **Yes** ____ **No** X
   If yes, describe when, how and where: _____

2. Will any **food or merchandise** be sold? Yes X No ____
   If yes, **FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124.**
   **Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.**

3. Will **alcoholic beverages** be sold and/or dispensed at your event? Yes X No ____
   If yes, please fill out the **Application for Special Events Permit** and submit it along with the necessary fees. **A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.**

4. Are **street closures** proposed for your event? **Yes** [redacted] **No**
   **If yes, where and when?** [redacted]
   **If yes, it is your responsibility to circulate and submit a petition signed by abutting** [redacted]
   **residents/merchants as to their support or non-support of the closure.**

5. Will you require any **law enforcement services** specific for your event? Yes X No ____
   If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?
   We will be working with our local police for security
   Dates and times officers needed? Sat Oct. 2, 5 officers for 6 hour shifts, NOON–6p.M

6. Where do you plan for people to **park** for your event? Public parking in and around Salida

7. For large events, please explain your **Emergency Action Plan, including First Aid Stations, Communication and public safety agencies. Attach an additional sheet if needed.**
   see attached

8. Will you need **event insurance**? Yes X No ____
   Events to which the PUBLIC is invited require insurance. **Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.**

9. Please list any other needs or requirements that have not been covered. _____
   Street closures, - please see # 4

**CITY OF SALIDA** Permit #: _____

# AMPLIFIED SOUND PERMIT

**Please fill out form completely, sign and date prior to submission.**

Pursuant to Article IX Section 10-9-80, S.M.C., _____ (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Heart of the Rockies Chamber of Commerce

Address: 406 W. Hwy 50, Salida CO 81201

Telephone: 719-539-2068

Individual supervising sound (if different from Permittee): Michael Varnum

Activity/event: 25th Annual Colorado Brewers Rendezvous

Type of sound amplification equipment authorized (if any): Amplified Sound

Location: Riverside Park

Date(s): Saturday, October 2, 2021

Hours of operation: 1-5 p.m.

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: _____

***This permit will not be issued beyond 10:00 p.m.***

**The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.**

Accepted and agreed to by the Permittee: _____

Date: _____.

Approved by the City Administrator on the ____ day of _____.

City of Salida: _____ (City Administrator)

Copies to: Police ___ Public Works ___ Fire ___ City Clerk ____ City Zoning ____

January, 2009 Amplified Sound Permit

DR 8439 (06/28/06)
**COLORADO DEPARTMENT OF REVENUE**
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 4.

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING** ***(See back for details.)***

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

| LIAB | TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: | |
|---|---|---|
| 2110 [x] | MALT, VINOUS AND SPIRITUOUS LIQUOR | $25.00 PER DAY |
| 2170 [ ] | FERMENTED MALT BEVERAGE (3.2 Beer) | $10.00 PER DAY |

**DO NOT WRITE IN THIS SPACE**
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Heart of the Rockies Chamber of Commerce

[redacted])

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
406 W. Hwy 50
Salida, CO 81201

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Riverside Park
Sacket and F Street
Salida, CO 81201

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|
| [redacted] | | | |

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [ ] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

| Date October 2, 2021 | Date | Date | Date | Date |
|---|---|---|---|---|
| Hours From 8 a.m. | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To 6 p.m. | To .m. | To .m. | To .m. | To .m. |

## OATH OF APPLICANT

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

| SIGNATURE | TITLE | DATE |
|---|---|---|
| | Executive Director | 10/9/2020 |

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | [ ] CITY [ ] COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|---|---|---|
| SIGNATURE | TITLE | DATE |

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

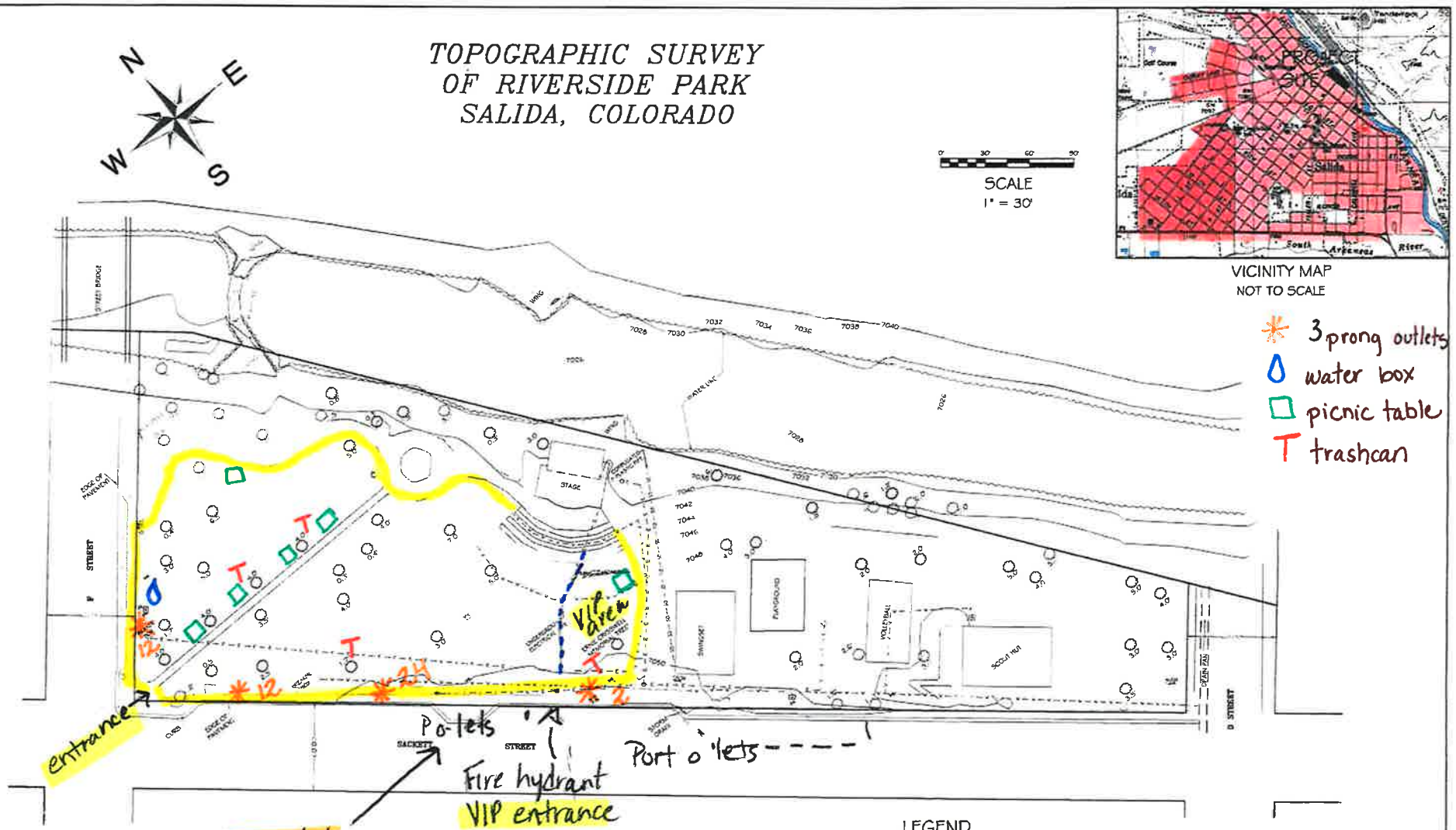
**LIABILITY INFORMATION**

| License Account Number | Liability Date | State | TOTAL |
|---|---|---|---|
| | | -750 (999) | $ |

(Instructions on Reverse Side)

55 Beer Vendors 3 other / Monarch Renewal Guild

# TOPOGRAPHIC SURVEY OF RIVERSIDE PARK SALIDA, COLORADO




## GENERAL NOTES

1) ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD 88
2) CONTOUR INTERVAL IS 2.0 FEET
3) FIELD WORK PERFORMED AUGUST 26 AND SEPTEMBER 1, 2005
4) UNDERGROUND UTILITIES SHOWN AS MARKED AND DESCRIBED BY THE CITY OF SALIDA, ADDITIONAL UNDERGROUND UTILITIES EXIST AND ARE NOT DEPICTED ON THIS SURVEY. LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON

## LAND SURVEYOR'S CERTIFICATE

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

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

COLORADO LICENSED 37937 PROFESSIONAL LAND SURVEYOR

## LEGEND

- ELECTRIC METER
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- MAN HOLE
- POWER POLE
- WATER VALVE
- LIGHT POLE
- UNDERGROUND WATER CONTROL VALVE
- ABOVE GROUND WATER BOX
- TREE (DIAMETER)
- UNDERGROUND ELECTRIC
- WATER LINE
- UNDERGROUND STORM DRAIN PIPE
- FENCE
- CONCRETE

| REVISED |
|---|
| |
| JOB # 0310 |
| DATE: SEPTEMBER 11, 2005 |
| SHEET 1 OF 1 |

TOPOGRAPHIC SURVEY OF RIVERSIDE PARK SALIDA, COLORADO

LANDMARK SURVEYING & MAPPING
P.O. BOX 666 SALIDA, CO 81201

City of Salida
Multiple Vendor Event Permit Application

Date of Application 10/09/20

**Event Name:** 25th Annual Colorado Brewers Rendezvous

1. Event location(s): Riverside Park

2. Date(s) & times(s) of event: October 2, 2021

8 a.m. - 6p.m.

3. Individual or organization sponsor(s): Heart of the Rockies Chamber of Commerce
   Address: 406 W. Highway 50
   Phone: 719-539-2068 E-mail: lori@salidachamber.org

4. Contact Person: Lori Roberts
   Phone: 719-539-2068 E-mail: lori@salidachamber.org

5. List Participating Vendors:
   **REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR**
   Copies will be provided as soon as we collect all vendor copies.

_____

_____

_____

_____

_____

_____

**(If additional space is needed, please attach a list of participating vendors.)**

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

   Copy of Insurance Attached (Yes or No) Vista Insurance/Sherry Turner sending letter of proof

Required Fees and 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

**Signed:**

**Event Sponsor:** _____ **City of Salida:** _____

**Date:** 10/09/20 **Date:** _____

VISTA INSURANCE
Business • Auto • Home • Life • Health

October 12, 2020

TO: The City of Salida

RE: Heart of the Rockies Chamber of Commerce Proof of Insurance

To Whom it May Concern,

I am the agent for the above-mentioned client. Their next General Liability policy will renew on April 8, 2021. I'm unable to issue certificate of insurance for the events listed below until the policy renews, however I can provide confirmation of coverage at this point.

Coverage is currently provided by:

Secura policy number CP3205054 04/08/20-04/08/21

Brewers Rendezvous 10/02/2021 Riverside Park

Salida Wine Fest 09/11/2021 Alpine Park

Please feel free to call me with any questions.

Sherry Turner, Owner/Broker
Vista Insurance

1548 G St Unit 1 Salida, CO 81201 719-207-4301 www.myvistainsurance.com

# Salida Special Event Emergency Action Plan

I, the undersigned, agree to compile with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants

| Emergency Manager (1 lead, 2 alternates) | Contact info 1 | Contact info 2 | Signature |
|---|---|---|---|
| 1. Lori Roberts | 719-221-3366 | | |
| 2. Taylor Sumners | 303-903-1180 | | |
| 3. Shawnee Adelson | 970-708-4036 | | |
| 4. Dave Bergen | 303-356-4839 | | |

Please complete the following template according to your Events plan and location.
The following procedures should be followed in the event of an emergency.

**Communications**

1. The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
2. The Emergency Manger will communicate to the event participants in an emergency with a
   - ☐ Bull Horn
   - ☒ PA system
   - ☐ Emergency level voice

**Fire**

1. Call 911
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participant to

**Medical Emergency**

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to Notify First Responder personal at tent. Wait for EMS arrival

**Violent incident**

1. Call 911.
2. Attempt to avoid the situation – move participants away
3. Try to deny contact-evacuate to a safe area
   lock/block doors, turn off lights, silence phones.
4. If necessary defend - distract, attack, subdue.

**Severe Weather/Natural incident**

1. Move participants away from threat if possible.
2. Evacuate to a safe area
3. Call 911

**Urgent Situation (suspicious person, package, activity or bomb threat)**

1. Call 911.
2. State who, what, where, when, why, and how situation occurred.
3. If bomb threat, turn off all electronics.

SALIDA COLORADO
CHAMBER of COMMERCE
406 W. Hwy 50, Salida CO • 719-539-2068 • www.salidachamber.org • lori@salidachamber.org

October 9, 2020

As part of the Emergency Action Plan for the 25th Annual Colorado Brewers Rendezvous, we will coordinate with local public authorities in advance of the event to understand their processes, including EMS, Police, and Fire.

Shared documentation will include maps of the venue with highlights of emergency access routes, first aid station, concession areas, parking, water/hydration station, plus port-o-lets and hand wash stations.

Evaluation of possibility of any risks to be reviewed will include:

- Severe weather patterns, thus watching the weather patterns prior to event, notifying attendees in advance to dress appropriately and be prepared for rain showers, high temperatures or strong winds.
- Communications with local authorities if there be any known threat to the event (i.e. attendee or vendor with history of disobedience or possible mental health issues to be aware of).
- Consideration of transportation for attendees as parking is limited thus working with the Chaffee Shuttle to offer attendees opportunity to park and ride, leaving their vehicles at home, or place where lodging. Advance advertisement will include awareness of local shuttle service, and taxi service plus maps of walking trails or streets for making their way downtown to Riverside Park.

Considering the vulnerabilities of our participants and attendees is crucial. Conversations will be had with our partners, the Colorado Brewers Guild regarding proper pours via the beer vendors along with vendors and event staff volunteers recognizing and understanding crowd disposition (unruly or disruptive characters). Awareness that security is available in the park will be noted in outgoing documentation to our vendors, plus request of the Guild ask their beer vendors to respect the responsible service and delivery to those consuming via their TIPS training.

Communications plan will include:

- Call tree that outlines who should be contacted in an emergency, in what order to include the head of the Brewers Guild, the Chamber of Commerce, and lead volunteers managing different stations in the park.
- Preparedness for good Wi-Fi signals will be tested prior to the event via Colorado Central Telecom (ensuring proper communications)/City of Salida.
- List of lead contacts will be given to the Security Officers

- Lead name(s) will be assigned to handle any media requests if there were to be any security issues, thus keeping messaging concise and calm.
- Identification of lead decision makers for authorizing cancellation of event due to severe weather or unforeseen act will be noted with contact name(s) and numbers.
- In the event evacuation were required and potential shelter needed, conversation will be had prior to event with local authorities regarding such assembly.

Other considerations:

- Volunteers and Staff will be identifiable via event shirts and lanyards.
- Beer Vendors and Colorado Brewers Guild staff will have identifiable shirts as well as having their HQ tent clearly marked.
- Designated Drivers, or non-drinkers will be given a RED cloth wristband with pinch closure. Nondrinkers caught drinking will be escorted out of the park.
- Signage will be throughout park and outside of park with directional signs.
- Marketing leading up to the event will include request to leave dogs at home with suggestions for dog day care if traveling with family pet.

Suggestions or changes welcome. Our goal is to host a safe and welcoming event. Given State of Colorado and Chaffee County/City of Salida mandates relating to COVID-19 to be addressed if needed at a later date.

Thank you,

Lori Roberts

Lori Roberts, Executive Director
Salida Chamber of Commerce

**Attachment A – AADA Monarch Crest Crank Safety Plan**

**3/30/21**

**Safety/Risk Mitigation Plan**

Summary

**Participants**

- All participants/riders will receive a safety briefing before they begin riding, including requirements to yield to other user groups on the trail (with the exception of Moto Bikes) and reminders to allow enough space between participants throughout the ride.
- All participants/riders will have a bib number assigned to them and with them on the ride.
- Key event staff will have the list of bib numbers with participant name and emergency contact information.
- All participants will provide emergency contact information for at least one individual who is not participating in the event.
- All participants will be required to sign a waiver (via online registration platform or paper copy) before participating in the event.
- All participants will be required to wear a helmet, and reminded of other recommended protection (gloves, etc.).
- All participants will be required to wear a mask/face covering when in enclosed spaces (shuttles) and when within 6 feet of other participants, volunteers and other trail users, if required by Chaffee County Public Health as of the date of the event.

**Safety Riders**

- Safety Rider to Participant Ratio will be approximately 1:8
- Safety Riders will be in pairs
- One Safety Rider per pair will carry a radio to communicate with other safety riders.
- Safety Riders will have First Aid/CPR knowledge and carry first aid kits. They will also carry Personal Protective Equipment for health and safety.
- At least 4 safety riders will be licensed medical professionals (EMT or higher).

**Medical Support**

- First Aid Station will be on top of Marshall Pass and will include at least 1 medical professional of EMT or higher qualification. The medical professional will have Personal Protective Equipment and basic first aid materials.
- The First Aid Station will be given list of riders and their emergency contact numbers.
- Ambulance access points: Monarch Pass, Marshall Pass summit, Marshall Pass FWD road in to end of Monarch Crest Trail; FWD road to top of Silver Creek cutoff, FWD access to bottom of Silver Creek trail, 2WD access up Silver Creek Road.
- Helicopter Access – most places along the Monarch Crest Trail, Marshall Pass summit, various locations along the Silver Creek Trail.

- Safety numbers – 911, Heart of the Rockies Regional Medical Center 719-530- 2200 (includes connection to REACH air medical transport), Shelley Schreiner (executive director of The Alliance) 719-221-3139, Becki Rupp (Crest Crank event coordinator) 720-308-8000; additional numbers to be provided annually if applicable.

**Risk Management Plan - Details**

Bicycling can be a dangerous activity. The Crest Crank bicycle event, hosted by the Alliance Against Domestic Abuse (dba The Alliance) has developed the following Risk Management Plan to document how we manage the event to reduce risks associated with bicycling activities. These policies apply to participants, volunteers and others involved in the Crest Crank. All participants share the responsibility for making the Crest Crank bicycling event as safe as possible.

A copy of this Risk Management Plan will be posted on the Crest Crank website and made available upon request to all interested parties.

All Crest Crank participants must sign - physically or electronically via online registration – a participation waiver. Participation will not be allowed if a cyclist has not signed a waiver.

**Insurance**

Participants should have personal medical insurance and carry their insurance information with them at all times during the Crest Crank event. Crest Crank/AADA organization carries general liability insurance to indemnify event organizers, but this is not personal injury or medical insurance for participants.

**Standards of Care and Communications**

Crest Crank participants and all associated volunteers shall follow the directions of city officials, county officials, police officers, sheriffs deputies, state patrol, US Forest Service, or other emergency personnel (e.g. fire, ambulance).

In the case of a medical emergency, participants should call 911. Although trained medical personnel will be monitoring the course and providing assistance as needed, participants should not solely rely on these resources for medical assistance.

Local and state law enforcement, emergency services agencies and area hospitals are notified of the Crest Crank event in advance.

State and local law enforcement will notify Crest Crank of law enforcement needs within their jurisdiction. Crest Crank will pay for law enforcement coverage at locations deemed necessary by those agencies.

First responder medical support will be provided by volunteers with medical qualifications of EMT or higher. Medical volunteers will have radio, satellite phone and/or mobile phone contact with additional medical resources should they be required.

Crest Crank will have volunteer Safety Riders covering the course. All will be able to contact the medical support volunteers and ride coordinator as needed.

Any accident on the Crest Crank courses shall be reported to the Aid Station at Marshall Pass. Accident information will be documented and provided to the ride coordinator, who will maintain the information as part of Crest Crank electronic files.

All medical personnel/volunteers will have appropriate Personal Protective Equipment (PPE) with them to use as needed.

**General**

All participants must wear a certified bicycling helmet whenever they are on a bicycle as part of Crest Crank. Failure to wear a helmet is grounds for being removed from the course.

For 2021: If required by Chaffee County Public Health, all participants will have a mask or other face covering to be used when they are within enclosed spaces (shuttles), and when they are within 6 feet of other riders, other trail users and/or medical personnel/volunteers. Any individual who has registered for the event but is feeling sick or has a fever will NOT participate in the event.

All participants are responsible for having adequate equipment, food and hydration to complete their chosen course safely. All participants are responsible for ensuring that their bicycle is in good working order before beginning the ride. Aid Stations and Safety Riders will be available throughout the ride to provide assistance.

Any participant should immediately advise a volunteer Safety Rider if he or she feels a group or individual are riding in an unsafe manner. The participant should withdraw from the event if he or she feels unsafe.

Each participant shall conduct himself or herself in a responsible and safe manner, and retains liability for his or her own actions.

All volunteers driving a vehicle shall maintain insurance in accordance with State of Colorado law and wear seat belts at all times. Volunteers shall not use cell phones for conversations or texts while driving. If cell phone use is necessary, the driver must pull off the road and stop the vehicle for the duration of the conversation.

Participants shall not use cell phones for conversations or texts while riding. If cell phone use is necessary, the participant must pull off the trail/course and stop riding for the duration of the conversation.

**Cyclist Responsibility**

Crest Crank provides information to all participants about cycling safety via the Crest Crank website and the registration confirmation email.

Crest Crank participants will be provided with a rider bib with a number, and are required to wear the bib during the ride. Crest Crank strongly encourages participants to write emergency

contact information on their bib. Crest Crank ride coordinator and Aid Station medical volunteer will have a list of participants with bib numbers and emergency contact information.

Crest Crank recommends that participants carry cell phones, while recognizing that cell phone service may not be available at all areas along the ride routes.

In the event of an emergency, participants should immediately call 911. Riders should also contact a Safety Rider on the course.

Route maps will be made available to all participants. Crest Crank strongly encourages participants to bring the route map with them on the course.

The course uses US Forest Service land, and includes some portions on private property. Participants should respect public and private lands by staying on the trail and must obey Colorado traffic laws. Participants should yield to other trail users, including hikers and horseback riders on the trail. Participants should also be mindful of motorcycle riders and other mountain bikers on the trail.

All Crest Crank routes are marked and explanation of these markings will be provided prior to ride start. Participants should proactively look for route markings at all intersections.

Crest Crank reserves the right to stop the ride in the case of hazardous weather or other environmental conditions and require participants to leave the course. Participants will be notified via a Safety Rider if this situation arises.

Crest Crank reserves the right to pull a participant from the course who a volunteer determines to be sick or at risk for injury.

# Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Applicant/Entity Name (this will be the primary contact for the City) *

The Alliance/Monarch Crest Crank

Applicant/Entity Email *

crestcrank@gmail.com

What type of Event are you requesting? *

- ○ Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- ○ Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- ◉ Races: A paid race event that can include walking, running, biking etc (60 days notice)
- ○ Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- ○ Tournament (30 days notice)
- ○ Assembly/First Amendment Activity (Recommended 5 business day notice)

Event/Activity Name *

Monarch Crest Crank

Provide a short description of your activity. Include any website or social media handles associated with the event. *

after-party for mountain bike ride fundraiser for The Alliance, monarchcrestcrank.com, facebook.com/monarchcrestcrank and MonarchCrestCrank on Instagram

Desired Location of Event/Activity *

- [x] Riverside Park
- [ ] Alpine Park
- [ ] Centennial Park
- [ ] Chisholm Park
- [ ] Chisholm Park Clubhouse
- [ ] Thonoff Park
- [ ] F street (For parades, walks/runs/bike races)
- [ ] Skatepark
- [ ] Marvin Park (For Baseball, Softball or Kickball tournaments)
- [ ] Centennial Courts (For Tennis or Pickleball Tournaments
- [ ] Other: _____

Estimated number of attendees? *

200

Start date desired *

MM DD YYYY

09 / 19 / 2021

Start Time Desired (please include load in time) *

Time

07 : 00 AM

End date desired *

MM DD YYYY

09 / 19 / 2021

End Time Desired (please include load out time) *

Time

05 : 00 PM

Will ANY of these features apply to your event? *

- [x] More than 50 attendees?
- [ ] Sell food or merchandise?
- [x] Sell or dispense alcohol? (only allowed for non profit org)
- [x] Use amplified sound?
- [ ] Need to close a street or right of way?
- [ ] Require law enforcement, security or fire professionals?
- [x] Require municipal water or electricity hook ups?
- [x] Require City fencing, road barricades, cones or sprinkler marking?

This form was created inside of City of Salida.

Google Forms

# Addendum A

1. **Do you plan on using any portion of the Salida Trail System (STS)? Yes ____ No** X
   If yes, describe when, how and where:
   _____
   _____

2. **How many people do you plan to have at your event:** 200

3. **Will any food or merchandise be sold? Yes** X **No _____**
   If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

4. **Will alcoholic beverages be sold and/or dispensed at your event?**
   **Yes** X **No _____**
   If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

5. **Will there be amplified sound at your event? Yes** X **No _____**

6. **Are street closures proposed for your event? Yes _____ No** X
   If yes, where and when?_____

7. **Will you require any law enforcement services specific for your event? Yes ___ No** X
   If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?
   _____
   _____
   _____
   Dates and times officers needed?_____

   **Please attach the event's Security Plan.**
   **The City of Salida requires reimbursement for the cost of providing police and safety measures above the standard for the time and date of any event.**

8. **Where do you plan for people to park for your event?**
lot on east/south side of the river

9. Please explain your **Emergency Action Plan, including First Aid Stations**, Communication and public safety agencies. Please attach additional documents to this application with the details.
See attached

10. Will you need event insurance? Yes X No _____
Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.

11. Please provide a **timeline** for your event
7:30 AM - 4 PM

12. Please list any other needs or requirements that have not been covered.

13. Signature Becki Rupp

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 04/1

Item 5.

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

McKay Insurance Agency, Inc.
106 East Main Street
P O Box 151
Knoxville IA 50138

**CONTACT NAME:** Megan Stanley
**PHONE (A/C, No, Ext):** (641) 842-2135 **FAX (A/C, No):** (641) 828-2013
**E-MAIL ADDRESS:** meg@mckayinsagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | 35378 |
| INSURER B : Gerber Life Insurance Company | 70939 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Silent Sports Association- NBTS SE
Alliance Against Domestic Abuse
PO Box 173
Salida CO 81201

**COVERAGES** **CERTIFICATE NUMBER:** CL2141359360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Includes Athletic Participants<br>[ ]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[X] OTHER: Event | Y | N | 3607AH010099-3 | 09/19/2021 | 09/20/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ Excluded<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| B | Accident Medical | | | 15-070944-20 | 09/19/2021 | 09/20/2021 | Excess<br>Deductible $250 | $25,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Monarch Crest Crank: September 19, 2021. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

**CERTIFICATE HOLDER**

City of Salida
448 E 1st Street
Salida CO 81201

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**© 1988-2015 ACORD CORPORATION. All rights**

DR 8439 (06/28/06)
**COLORADO DEPARTMENT OF REVENUE**
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

*Item 5.*

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** ***(See back for details.)***

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

| LIAB | TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: | |
|---|---|---|
| 2110 [x] | MALT, VINOUS AND SPIRITUOUS LIQUOR | $25.00 PER DAY |
| 2170 [ ] | FERMENTED MALT BEVERAGE (3.2 Beer) | $10.00 PER DAY |

**DO NOT WRITE IN THIS SPACE**
LIQUOR PERMIT NUMBER

**1.** NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
The Alliance Against Domestic Abuse (DBA The Alliance)

State Sales Tax Number (Required)
84-0927490

**2.** MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
627 Oak St., Salida, CO 81021

**3.** ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Riverside Park, Salida, CO 81201

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|
| **4.** PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE<br>Shelley Schreiner | 10/17/1980 | 58417 Rundle Dr., Moffat, CO 81143 | 719-539-7347 |
| **5.** EVENT MANAGER<br>Rebecca Rupp | 11/26/1969 | 8839 Cameron Meadow Circle, Salida, CO | 720-308-8000 |

**6.** HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

**7.** IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

**8.** DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [ ] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

| Date 09/19/2021 | Date | Date | Date | Date |
|---|---|---|---|---|
| Hours From 10:00 a .m. | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To 4:00 p .m. | To .m. | To .m. | To .m. | To .m. |

## OATH OF APPLICANT

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

| SIGNATURE | TITLE | DATE |
|---|---|---|
| | Coordinator, Crest Crank | |

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
**THEREFORE, THIS APPLICATION IS APPROVED.**

| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | [ ] CITY [ ] COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|---|---|---|

| SIGNATURE | TITLE | DATE |
|---|---|---|
| | | |

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

**LIABILITY INFORMATION**

| License Account Number | Liability Date | State | TOTAL |
|---|---|---|---|
| | | -750 (999) | $ . |

(Instructions on Reverse Size)

# APPLICATION INFORMATION AND CHECKLIST

**THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:**

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger 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 *AT LEAST TEN (10) DAYS PRIOR* TO THE EVENT.**
- ☐ **CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

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

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

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

# Alliance Against Domestic Abuse

P.O. Box 173
Salida, CO 81201
Phone: 719-539-7347
Fax: 719-539-2005
info@salidalliance.org
24-hour Crisis Line:
719-539-7347

INTERNAL REVENUE SERVICE
District Director

DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242

Alliance Against Domestic
Abuse
P. O. Box 173
Salida, CO 81201-0173

Person to Contact:
Customer Service Division

Telephone Number:
(800) 829-1040

Refer Reply to:
EP/EP MC:4940 DAL

Date: MAY 07 1999

EIN: 84-0927490

Dear Sir or Madam:

Our records show that the Alliance Against Domestic Abuse is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted May 1984 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code. Your organization is described in section 170(b)(1)(A)(vi) of the code.

This letter may be used to verify tax-exempt status.

If we may be of further assistance, please call the telephone number listed above or write to us at the address in the letterhead, Mail Code 4940 DAL.

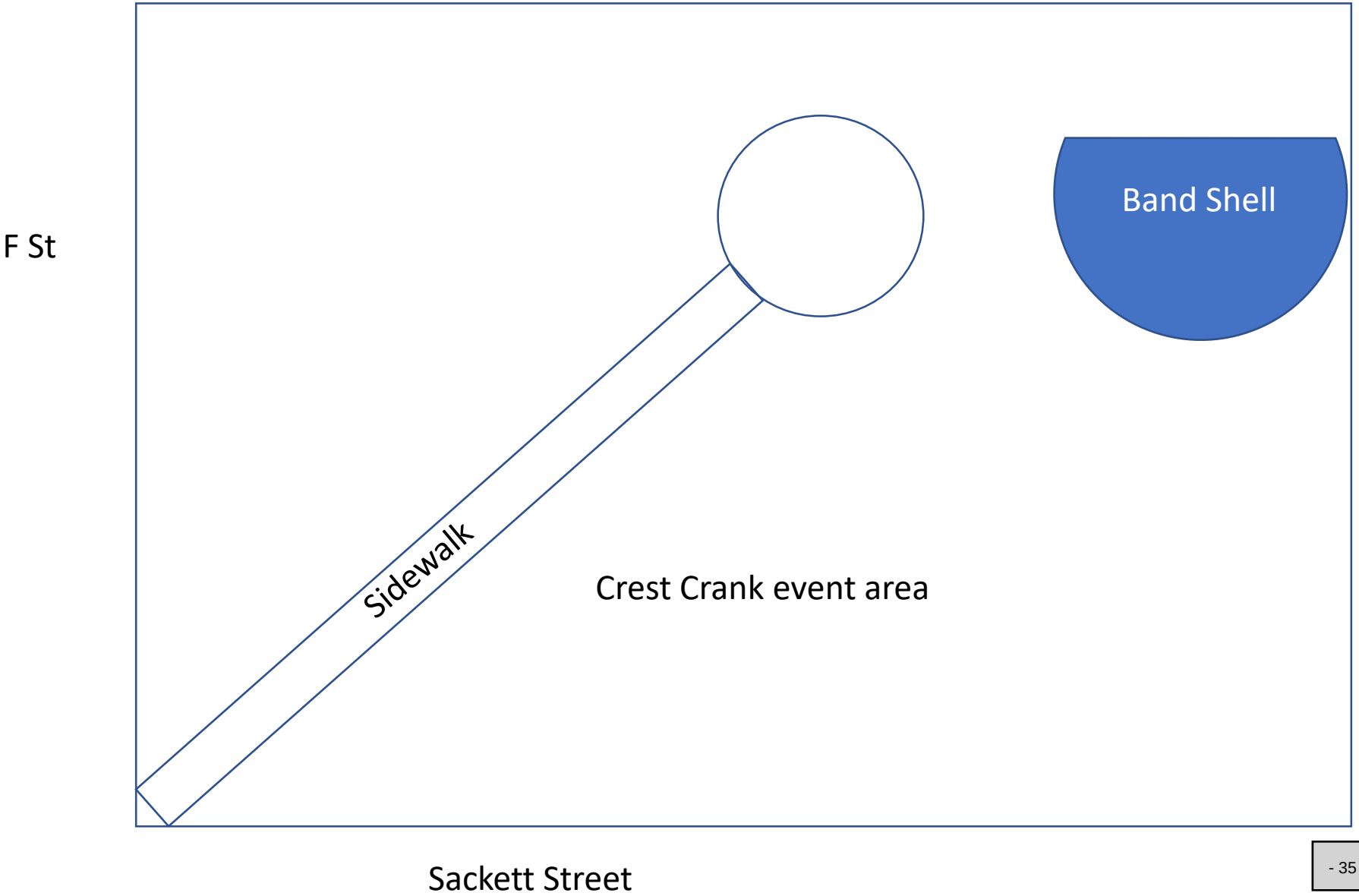
Sincerely,

Ms Rivera

Ms. Rivera
EO Contact Representative
Badge Number 75-06076

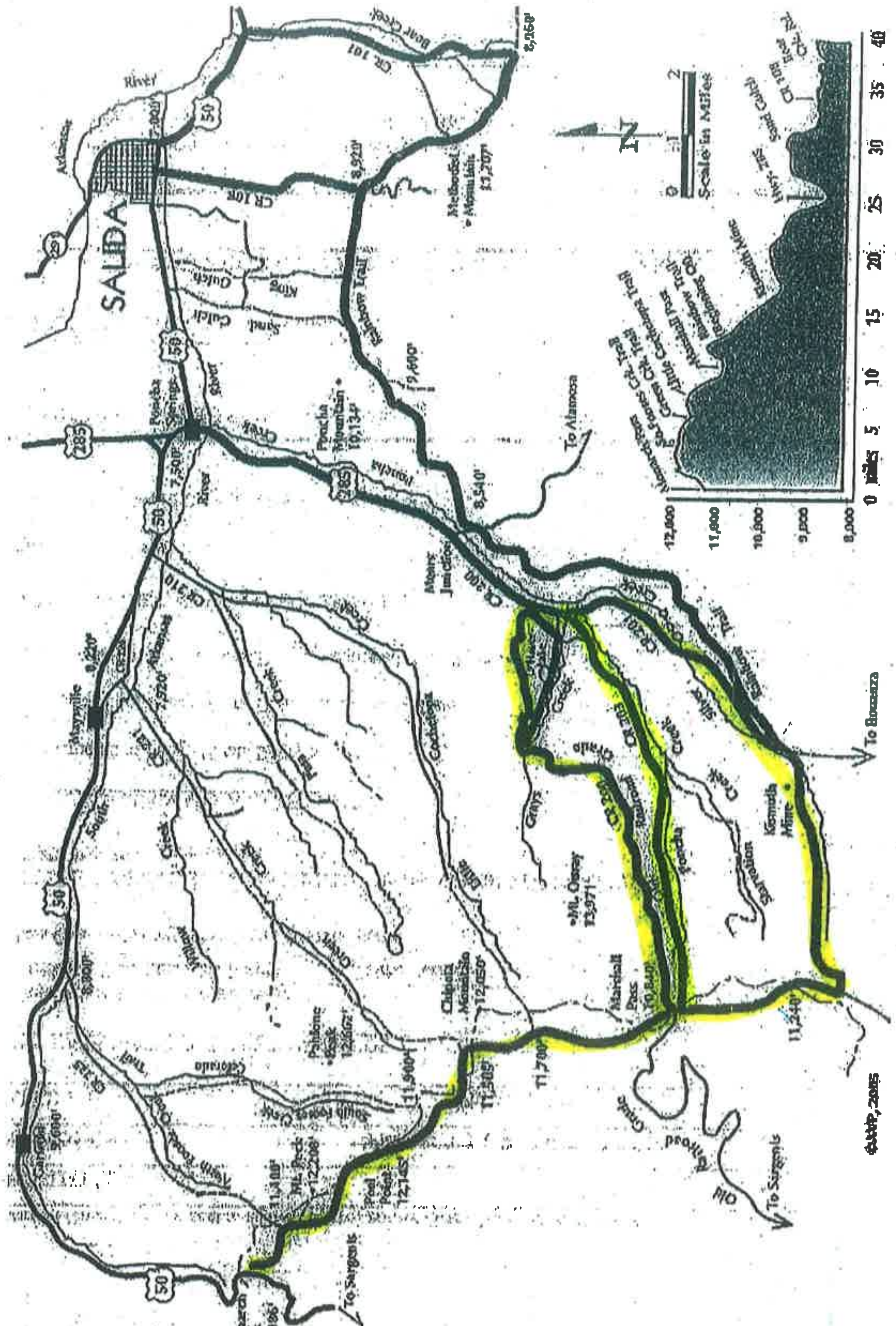
# Arkansas River





Appendix A

AADA Crest Crank (SAL940)




ROUTES

**USFS Permit Application - Trail Description – AADA Monarch Crest Crank**

**Trail: Monarch Crest Trail**
**Rating: Intermediate-Advanced**
**Distance: Approximately 20 Miles**
**Time: 3-5 Hours**
**Elevation: Starting at 11, 315 feet, the high point is 11,960.**
**Total climbing is about 1,000 feet and total descent is more than that!**
**Trails: 12 miles of single-track, 8 miles of 4wd and graded dirt roads.**

**Overall Description:**
**Our ride is from the Monarch Pass Summit, along the Monarch Crest Trail to the top of Marshall Pass. From Marshall Pass, advanced riders will descend the Silver Creek Trail and less advanced riders will descend Marshall Pass road.**
**The ride will officially end at the Shirley Site parking area where shuttle vehicles will pick up riders and bikes and take them back to downtown Salida.**

Trail Specifics: From the Monarch Tram parking lot, start up the one-lane dirt road east of the gondola tower. Look for the start of the single track on the right on Forest Service Trail 531, approximately 0.3 miles up this hill. Several signs at the start indicate mileage to Marshall Pass and to several other points along the route. Another sign notes the Continental Divide Trail. Similar markers will be present along the remainder of the trail, all the way to Marshall Pass. Follow the single track for 0.7 miles to the power line and continue up the 4wd road, going almost straight south. This section gains 230 feet in 0.7 miles.

After two switchbacks, continue uphill to the trees and make a right turn onto the trail. Signs posted at this point indicate "Marshall Pass 9 miles" and there is a Continental Divide Trail marker. Congratulations! At this point you have climbed approximately a quarter of the total elevation, and have ridden a short section of the single track.

The rest of the single track is as difficult, or more difficult, for short sections. The next 8.7 miles are single track, which will climb initially (300 feet in 1.5 miles) to gain the ridge crest. Continue along the crest, skirting high points on their southwest aspects. This section is exposed, so avoid thunderstorms.

Four miles after regaining single track, join the Colorado Trail as it comes up South Fooses Creek drainage and continue east. In another mile the ridge breaks, resulting in a 400-foot descent in slightly more than a mile. Look for a shelter hut on the left after completing the descent.

A 200-foot climb in 0.8 miles is the last major climb of the ride. Cross Agate Creek Trail in 0.2 miles after finishing the climb and continue through the trees. Watch for a short section crossing a talus field. Many will want to walk their bikes through this stretch. The single track ends three miles from the shelter house. Continue on the 4wd road (CR 234.2G) that descends rapidly to the Marshall Pass trailhead with 600 feet in 1.5 miles. This trailhead is marked with several signs – one showing distance to Monarch Pass. Look for a Crest Crank first-aid/water station here.

From here the descent will be made down either the Silver Creek Trail (advanced) or the Marshall Pass Road to County Road 200. Silver Creek is steep, rugged and narrow. Shortly after reaching County Road 200, look for a parking area on the right called Shirley Site. This is where you will catch the shuttle to your vehicle. If riding down Marshall Pass, turn right when you hit CR 200 and continue a short distance to the Shirley Site parking area where you will get the shuttle to Salida.

**You are riding at your own risk – please do not continue riding down the highway at this point as the ride officially ends here.**

**CITY OF SALIDA** Permit #: _____

# AMPLIFIED SOUND PERMIT

**Please fill out form completely, sign and date prior to submission.**

Pursuant to Article IX Section 10-9-80 S.M.C., The Alliance (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: The Alliance Against Domestic Abuse, DBA The Alliance

Address: 627 Oak St., Salida, CO 81021

Telephone: 719-539-7347

Individual supervising sound (if different from Permittee): _____

Activity/event: Crest Crank fundraising event

Type of sound amplification equipment authorized (if any): _____
band speakers

Location: Riverside Park

Date(s): Sept. 19, 2021

Hours of operation: 11:00 am - 4:00 pm

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: _____

***This permit will not be issued beyond 10:00 p.m.***

**The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.**

Accepted and agreed to by the Permittee: Becki Rupp for The Alliance

Date: 3/30/2021.

Approved by the City Administrator on the ____ day of _____.

City of Salida: _____ (City Administrator)

Copies to: Police ___ Public Works ___ Fire ___ City Clerk ____ City Zoning ____

# Rotary Club of Salida Colorado Grand

The Colorado Grand® is an annual charity tour for 1960 and earlier sports and race cars of distinction with 2021 marking the 32nd anniversary year of this remarkable event. Every September at the peak of the fall color season approximately 85 vintage cars are driven in this relaxed, non-competitive event, covering 1,000 miles through the Rockies in five days. The event is run with the cooperation of the Colorado State Patrol.

The tour attracts entrants from around the world and always includes several 1920's and 1930's cars. Typical makes include Mercedes-Benz, Ferrari, Porsche, Bugatti, Alfa Romeo, Bentley, Aston Martin, Jaguar, Maserati, Allard, and such exotic names as Amilcar, Cisitalia, Squire, Delahaye, and Talbot-Lago.

The Colorado Grand® currently generates well over $500,000 annually for small Colorado charities and Western Slope towns as well as college scholarships to graduating high-school seniors in those towns. Current charities include the Colorado State Patrol Family Foundation, the Robert Sutherland Foundation, Flight for Life, CASA, and medical facilities in small towns. Cumulative donations since 1989 are over $7.2 million.

The 2021 edition of the Colorado Grand begins and ends in Vail starting off Monday September 13th and finishing Sunday the 18th. The tour will be coming through Salida on Friday the 17th and has asked the Rotary Club of Salida to host lunch for the participants. This will make the 14th time the Grand has selected Salida as a stopover point on the tour and the third time the event has been held at Thonhoff Park. Thonhoff is an ideal venue with easy access from Hwys 50, 291 and 285, avoiding the congestion of downtown and probably most important to the Grand, vehicles can be parked around the perimeter of the park allowing participants to keep an eye on their very valuable cars while enjoying a catered lunch in the park.

The Rotary Club will begin setup and preparation Friday morning. Participants will begin arriving late morning and will be back on the road by early afternoon. Typically, the park is cleaned up and back to normal by mid-afternoon.

The event is open to the public and people are invited to come check out the amazing cars. Historically, the event has been promoted in local media, however, with the pandemic, the Grand has requested that advertising be kept to a minimum. Current city/county COVID-19 health guidelines will be followed.

The Grand is in the process of determining which local nonprofits will be receiving a contribution in addition to a scholarship to a local student. A $8,500 scholarship was awarded in 2019 following the most recent stopover.

# Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Contact Name *

Tom Mansheim

Contact Phone Number *

8477156020

Applicant/Entity Email *

Thomasmansheim@gmail.com

Event/Activity Name *

Colorado Grand Rotary luncheon

What type of Event are you requesting? *

- (●) Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- ( ) Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- ( ) Races: A paid race event that can include walking, running, biking etc (60 days notice)
- ( ) Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- ( ) Tournament (30 days notice)
- ( ) Assembly/First Amendment Activity (Recommended 5 business day notice)

Provide a short description of your activity. Include any website or social media handles associated with the event. *

Colorado Grand Lunch stop Sept 17 2021.

Desired Location of Event/Activity *

- [ ] Riverside Park
- [ ] Alpine Park
- [ ] Centennial Park
- [ ] Chisholm Park
- [ ] Chisholm Park Clubhouse
- [x] Thonoff Park
- [ ] F street (For parades, walks/runs/bike races)
- [ ] Skatepark
- [ ] Marvin Park (For Baseball, Softball, Kickball tournaments or other uses)
- [ ] Centennial Courts (For Tennis or Pickleball Tournaments)
- [ ] "S" Mountain
- [ ] Another Street in Salida
- [ ] Monarch Spur Trail
- [ ] Other Trails on City Property
- [ ] Whitewater park
- [ ] Boatramp
- [ ] Other: _____

Estimated number of attendees? *

300

Start date desired *

MM DD YYYY

09 / 17 / 2021

Start Time Desired (please include load in time) *

Time

08 : 00 AM

End date desired *

MM DD YYYY

09 / 17 / 2021

End Time Desired (please include load out time) *

Time

03 : 00 PM

Will ANY of these features apply to your event? Check all that apply. *

- [x] Have more than 50 attendees?
- [ ] Sell food or merchandise?
- [ ] Sell or dispense alcohol? (only allowed for non profit org)
- [ ] Use amplified sound?
- [ ] Need to close a street or right of way?
- [ ] Require law enforcement, security or fire professionals?
- [ ] Require fencing
- [ ] Require municiapl water or Electical hookups
- [ ] None of the above

**If you checked any box other than "None of the above" You will need to submit additional documentation-visit the link below for more info.**
https://docs.google.com/document/d/1B7TntB0R6jSn001BEbe6d5YrdJonjgICBqSApBmne3I/edit

This form was created inside of City of Salida.

Google Forms

City Of SALIDA Parks & Recreation

# Special Event Application

1. **Will any food or merchandise be sold? Yes _____ No X**
   If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

2. **Will alcoholic beverages be sold and/or dispensed at your event? Yes _____ No X**
   If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

3. **Will there be amplified sound at your event? Yes _____ No X**

4. **Are street closures proposed for your event? Yes _____ No _____** Maybe X
   If yes, where and when? 8am to 2pm Sept 17, 2021
   If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

5. **Will you require any law enforcement services specific for your event? Yes ___ No X**
   If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?
   Grand has CO Hwy Patrol escort
   Dates and times officers needed? —

   **Please attach the event's Security Plan.**

   **The City of Salida requires reimbursement for the cost of providing police and safety measures above the standard for the time and date of any event.**

6. **Where do you plan for people to park for your event?**
   participants around Thomhoff Park, public on streets around area

7. Please attach the quote/estimate for your **trash service.** We will remove all trash

8. **Do you plan on using any portion of the Salida Trail System (STS)? Yes ____ No X**

City Of SALIDA Parks & Recreation

If yes, describe when, how and where:

_____

9. Is your **Emergency Action Plan, including First Aid Stations**, Communication and public safety agencies complete? Yes___No X
Please attach the plan documents to this application with the details.

10. Have you attached **event insurance**? Yes _X_ No _____
Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.

11. Please attach a **timeline,** with dates and times, for your event
Sept 17th 2021 8am to 3pm

12. Please list any other needs or requirements that have not been covered.

13. Please attach
    a. Map of your event with portalette, entry/exits and additional trash cans called out
    b. Proof of insurance
    c. Quote/estimate for Trash service
    d. Emergency Action Plan
    e. Event Timeline
    f. Sound, Liquor, Street closure, etc permits and applications

Event organizer Signature _____ Date 7-28-21
Salida Rotary Club

# City of Salida
# Special Event Emergency Action Plan

I, the undersigned, agree to comply with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants.

| Emergency Manager (1 lead, 2 alternates) | Contact info 1 | Contact info 2 | Signature |
|---|---|---|---|
| 1. Elaine Allemang | 719-239-1580 | | |
| 2. Stacey Osborne | 719-645-8350 | | |
| 3. April Franklin | 719-484-9575 | | |
| 4. Tom Marshein | 847-715-6020 | | |

Please complete the following template according to your Events plan and location.
The following procedures should be followed in the event of an emergency.

**Communications** will Co State Patrol presence at event

1. The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
2. The Emergency Manger will communicate to the event participants in an emergency with a
   - ☐ Bull Horn
   - ☐ PA system
   - ☒ Emergency level voice

**Fire**

1. Call 911
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participant to

**Medical Emergency**

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to HRMC

**Violent incident**

1. Call 911.
2. Attempt to avoid the situation – move participants away
3. Try to deny contact-evacuate to cars
   lock/block doors, turn off lights, silence phones.
4. If necessary defend - distract, attack, subdue.

**Severe Weather/Natural incident**

1. Move participants away from threat if possible.
2. Evacuate to cars
3. Call 911

**Urgent Situation (suspicious person, package, activity or bomb threat)**

1. Call 911.
2. State who, what, where, when, why, and how situation occurred.
3. If bomb threat, turn off all electronics.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09172021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Ali Sulita | |
|---|---|---|
| Arthur J. Gallagher Risk Management Services, Inc.<br>2850 Golf Road<br>Rolling Meadows IL 60008 | PHONE (A/C, No, Ext): 1-833-3ROTARY | FAX (A/C, No): 630-285-4062 |
| | E-MAIL ADDRESS: rotary@ajg.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Lexington Insurance Company | 19437 |
| INSURED<br>All Active US Rotary Clubs & Districts<br>Rotary Club of Salida Colorado<br>ATTN: Risk Management Dept.<br>1560 Sherman Ave.<br>Evanston, IL 60201-3698 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Liquor Liability Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | | 015375594 | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE | $2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $4,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 015375594 | 7/1/2021 | 7/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | $2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | NOT APPLICABLE | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

**CERTIFICATE HOLDER**

City of Salida
Salida Colorado

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia L. LaMontan

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**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: September 7, 2021

| **AGENDA ITEM NO**. | **ORIGINATING DEPARTMENT**: | **PRESENTED BY**: |
|---|---|---|
| Consent Agenda | Administration | Drew Nelson |

**ITEM:**

Conditional License Agreement – Salida Public Schools – Cross-Country Race at Vandaveer Ranch

**BACKGROUND:**

Historically, the Salida School District has held a cross-country race on the Vandaveer Ranch property in the fall. In order to hold the race on the property, the City and School District must enter into a Conditional License Agreement to allow the race to occur and to secure insurance to protect the City of Salida from any claims that may arise from the use of the property. A copy of the certificate of liability insurance is accompanied with a copy of the Conditional License Agreement.

**FISCAL NOTE:**

None

**STAFF RECOMMENDATION:**

Staff recommends approval of the Conditional License Agreement, to be signed by the Mayor, to allow the Salida Public School District R-32J to hold a cross country race on the Vandaveer Ranch property on October 2, 2021.

**SUGGESTED MOTIONS:**

A City Councilperson should make a motion to combine and approve the items on the consent agenda, followed by a second and a voice vote.

# REVOCABLE LICENSE AGREEMENT

**THIS REVOCABLE LICENSE AGREEMENT** (hereinafter "Agreement") is made and entered into this 7th day of September, 2021, by and between the City of Salida, Colorado, Colorado a municipal corporation (hereinafter "City") and Salida School District R-32J ("Licensee"), together referred to herein as "Parties;

**WITNESSETH:**

**WHEREAS,** the City holds in the public trust all streets, rights-of-ways, parks, public lands and open space which it owns and which is dedicated to the public use, including Vandaveer Ranch, located within the City of Salida; and

**WHEREAS**, Licensee is the local school district; and

**WHEREAS**, the City has recently acquired Parcels B, C, E, F2 and F3 (encompassing approximately 95 acres) of the former Vandaveer Ranch (the "Licensed Premises"), of which the Licensee has leased from prior owners in the past; and

**WHEREAS,** Licensee desires to obtain a revocable and non-exclusive license from the City to use and occupy a portion of the Vandaveer Ranch property, shown in Exhibit A, solely to provide a cross-country running race on October 2, 2021; and

**WHEREAS,** the City is willing to grant Licensee a revocable license for such limited purpose upon the Licensed Property, upon the terms and conditions of this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants contained herein, the payment to the City by the Licensee of ten dollars ($10) and other good and valuable consideration, the delivery and receipt and acceptance of which are hereby acknowledged and confessed, the City and Licensee agree as follows:

1. Licensed Premises. The City hereby grants to Licensee a revocable and non-exclusive license to occupy, use, and maintain, subject to all of the terms and conditions of this Agreement, the following described Licensed Premises: that portion of Vandaveer Ranch encompassing 95 acres, referred to as Parcels B, C, E, F2 and F3, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference.

2. Term. The term of the license shall be starting from the date of approval of this Agreement until November 1, 2021. The agreement will not be renewed and is only for the limited purposes of the cross-country race. The Licensee agrees to pay for any cost to install, maintain and use the Licensed Premises, in consideration for its use of the Premises. Either party may terminate this Agreement upon thirty (30) days written notice with or without cause. Notwithstanding the foregoing, the City may revoke the License at any time without notice should Licensee violate or breach any terms or conditions of this Agreement.

3. Purpose and Conduct of Use. The Premises may be occupied and used by Licensee during the term of this Agreement for the sole purpose of the cross-country race at the Licensed

Premises. Except as specifically allowed by this Agreement, Licensee shall not place, build, expand, or add any other structures, improvements, or items on the Licensed Premises. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:

(a) The City shall be able to access the Licensed Premises at any time the City deems necessary or desirable.
(b) No additional structures, improvements or items shall be installed on the Premises other than what is necessary to hold the race within the Premises.
(c) Licensee shall not place or permit any hazardous materials in or about the Premises.
(d) Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all debris and trash generated by its operation and maintenance of the Premises.
(e) Licensee shall be responsible for maintaining the Premises in the manner and state in which Licensee found the Premises, and for returning the Premises to the manner and state in which it found the Premises at the effective date of this Agreement.
(f) Licensee agrees to maintain all improvements upon the Premises in good repair and safe condition. All repairs shall be made at Licensee's sole expense, and the City shall have no monetary obligation whatsoever to maintain the Premises, all which shall be maintained solely at Licensee's expense. Licensee shall maintain the Premises reasonably free from unsightly debris or accumulations of trash or other items in compliance with the standards set by the City ordinances.
(g) Upon termination of this License for any reason, Licensee shall remove any and all improvements made to the Premises at Licensee's sole expense.
(h) Licensee's use of the Premises shall always and continuously be in compliance with all applicable federal, state and local rules and regulations, including but not limited to those contained in the Municipal Code of the City of Salida.

4. General Use and Care of Premises. Licensee agrees to take such actions as are necessary to maintain the improvements and Premises in good and safe condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the City in Licensee's use and occupancy of the Premises.

5. No Estate in Premises. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Premises

6. Compliance. If Licensee fails to comply with its obligations under this Agreement, the City may at its sole option terminate this Agreement as provided herein or take such measures as it determines necessary to bring the Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by Licensee.

7. Acknowledgment of General Condition. Licensee acknowledges that its use and occupancy hereunder is of the Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the

City shall have no obligation to repair, replace, or improve any portion of the Premises in order to make such Premises suitable for Licensee's intended uses.

8. Acknowledgment and Acceptance of Specific Matters. Licensee specifically acknowledges that the Premises may not currently meet standards under federal, state or local law for Licensee's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the City of Salida. Compliance with such standards, if required for Licensee's use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee's use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

9. Taxes. The Premises are presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to Licensee's use or occupancy, Licensee shall be responsible for the payment of taxes.

10. Liens. Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The City may at Licensee's expense discharge any liens or claims arising from the same.

11. Licensee and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

12. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the City shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the City. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the City shall not be required to repair or replace any such disturbance. In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

13. Indemnity and Release. Licensee shall be solely responsible for any damages suffered by the City or others as a result of Licensee's use and occupancy of the Premises. Licensee agrees to indemnify and hold harmless the City, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) Licensee's use and occupancy of the Premises; (b) the conduct of Licensee's operations or activities on the Premises; (c) any liens or other claims made, asserted or recorded against the Premises as a result of Licensee's use or occupancy thereof; and (d) the rights and obligations of Licensee under this Agreement. Licensee hereby further expressly releases and discharges the City, its elected and appointed officers, agents, employees, and insurers, from any and all liabilities for any loss, injury, death, or damages or any person or property that may be sustained by reason of the use or occupancy of the Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the City's officers or employees.

14. Insurance. Licensee shall at its expense obtain, carry, and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises to

obtain, carry, and maintain, a policy of comprehensive general liability insurance insuring the City and Licensee against any liability arising out of or in connection with Licensee's use, occupancy or maintenance of the Premises or the condition thereof. The City, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the City shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the City prior to commencement of Licensee's occupancy of the Premises, or whenever City requests such evidence. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the City may immediately terminate this Agreement.

15. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*, as from time to time amended, or otherwise available to the City, and its officers and employees.

16. Restoration of Premises. At the termination of this Agreement by lapse of time or otherwise, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At the time of such termination, Licensee at its sole expense shall remove from the Premises all improvements and other items placed on the Premises. If any such improvements or items are not removed at the termination of this Agreement, the City may remove them at Licensee's sole expense, and Licensee shall reimburse the City for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a City invoice for same.

17. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

| City: | LICENSEE: |
|---|---|
| City of Salida<br>Attn: City Administrator<br>448 E 1st Street<br>Salida, CO 81201 | Salida School District R-32J<br>Attn: Athletics Director<br>349 E. 9th Street<br>Salida, CO 81201 |

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

18. Existing Rights. Licensee understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

19. No Waiver. Waiver by the City of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

20. Agreement Personal. This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the City, which approval shall be at the City's sole option and discretion.

21. Entire Agreement; Authority. This Agreement is the entire agreement between the City and Licensee and may be amended only by written instrument subsequently executed by the City and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

22. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

23. No Third Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date first above written.

CITY OF SALIDA, COLORADO

By: _____

P.T. Wood, Mayor

ATTEST:

_____

City Clerk/Deputy City Clerk

LICENSEE

_____

By: Salida School District R-32J

STATE OF COLORADO )

) ss.

COUNTY OF _____ )

Acknowledged, subscribed and sworn to before me this _____ day of _____, 2021, by _____.

WITNESS my hand and official seal.

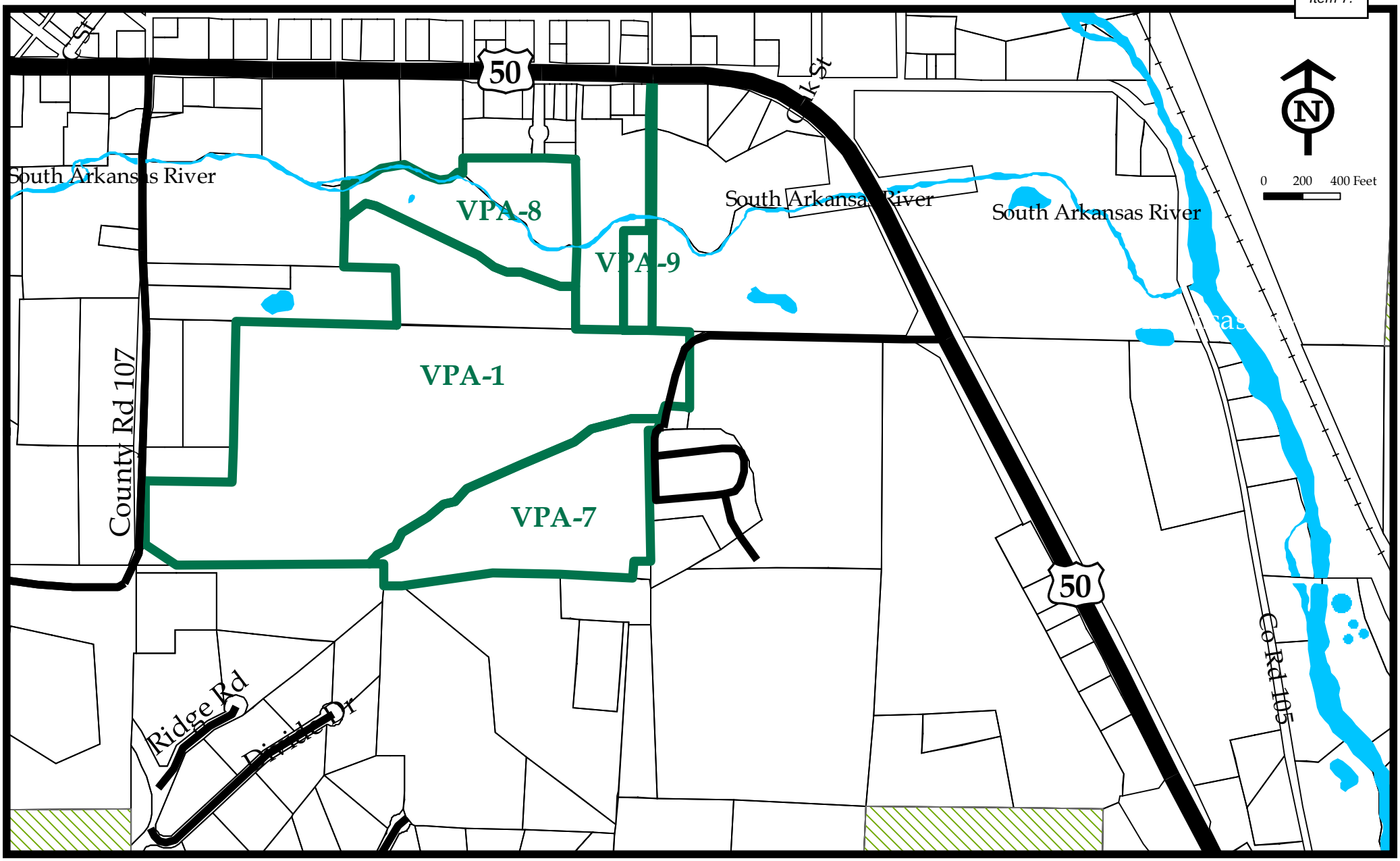
My Commission expires: _____.

_____

Notary Public (SEAL)

<u>List of Exhibits:</u>

Exhibit A: Description and Depiction of Licensed Premises




Vandaveer Ranch Planned Development District
2011 Amendment to the Overall Development Plan
City of Salida, Colorado

**Exhibit A**
**Vandaveer Ranch Lease Area**

**Lease Areas**

September 2021

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Public Works | David Lady - Public Works Director | September 7, 2021 |

## ITEM

Consent Agenda

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

Project No: 2021-003

## BACKGROUND

The City of Salida owns and maintains the wastewater collection system within the service areas of Salida and Poncha Springs. The City has a maintenance program that includes scheduled line cleaning and inspection of mains. Capital improvement programs including line rehabilitation and replacement are necessary to address system deficiencies, ensure reliable service, and replace infrastructure that is nearing the end of its useful life. The useful life of a sewer main can depend on multiple factors such as structural issues/breaks, offset joints, and gaps in joints which can introduce water infiltration and roots.

The project generally consisted of removal and replacement of 6-inch mains between Park Ave. and Ouray Ave. as well as other point repairs.

## FISCAL NOTE

City Council awarded a Construction Contract to RMS Utilities, Inc on January 19, 2021 for the 2021 Sewer Reconstruction Project with a total project budget of $242,513.15. The final project construction cost was $207,266.50. The 5% retainage in the amount of $10,363.33 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on August 17th and 20th, 2021.

RMS Utilities, Inc. provided excellent quality of work and coordination with the City throughout the project.

## STAFF RECOMMENDATION

To approve final settlement to RMS Utilities, Inc. in the amount of $10,363.33 for the 2021 Sewer Reconstruction Project.

## SUGGESTED MOTION

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

Followed by a second and then a voice vote.

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Public Works | David Lady - Public Works Director | September 7, 2021 |

## ITEM

Consent Agenda

Council Action: Approve Final Settlement for the Bio-Solids Concrete Slab Expansion Project

Project No: 2020-010

## BACKGROUND

The City of Salida Wastewater Treatment Plant (WWTP) facility produces Class A bio-solids through a windrowing processes. Windrowing uses a sizable concrete space where the solids can be turned and dried out. The bio-solids are then stockpiled in a location where they can compost throughout the year prior to being classified as Class A and removed. Improvements to expand the existing bio-solids area was anticipated within the next five years.

The concrete slab used to process the bio-solids was impacted by the utility construction for the Salida RV Park improvements. The developer for the Salida RV Park agreed to provide funding to expand the bio-solids slab to prevent adverse impact to plant operations during construction. This expansion will also allow for increased bio-solids production in the future.

## FISCAL NOTE

City Council awarded a Construction Contract to Y&K Excavation, Inc on September 15, 2020 for the Bio-Solids Concrete Slab Expansion Project with a total project budget of $165,650.00. The final project construction cost was $155,541.60. The 10% retainage in the amount of $15,354.16 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on August 17th and 20th, 2021.

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

## STAFF RECOMMENDATION

To approve final settlement to Y&K Excavation, Inc. in the amount of $15,354.16 for the Bio-Solids Concrete Slab Expansion Project.

## SUGGESTED MOTION

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

Followed by a second and then a voice vote.

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: September 7, 2021:

| **ORIGINATING DEPARTMENT**: | **PRESENTED BY**: |
|---|---|
| Public Works | David Lady |

**ITEM:**

Consent Agenda

Council Action: Approve Change Order for the 2021 Sanitary Sewer CIPP Project

Project No 2021-006

**BACKGROUND:**

The original scope for the CIPP project included sanitary sewer pipe lining that rehabilitated existing piping with defects suitable for lining versus reconstruction. The original scope was completed with excellent success by Insituform Technologies, Inc. Staff inspected a portion of the sewer service area this summer and found additional piping with defects causing infiltration of groundwater. Infiltration limits pipe capacity, affects wastewater treatment, and can lead to more significant pipe failures. Staff recommends that these areas are repaired in a timely manner. It is ideal to perform the work in the fall when temperatures are acceptable and groundwater tables are lowered.

Competitive pricing was received when the project was bid on February 9, 2021. The contractor has honored that pricing for the change order.

**FISCAL NOTE:**

A budget allocation of $350,000 is included in the 2021 budget under the Water/Wastewater Enterprise Fund and listed as:

- Infrastructure Improvements (21-30-6024-3)

This included two separate projects that have been completed for a total of $352,884.50.

Although the change order exceeds the line item for sanitary sewer infrastructure improvements, the Finance Department has indicated that the health and reserves within the Wastewater Fund are more than adequate to support a budget amendment for this additional work.

| | |
|---|---|
| Current Contract Total for the 2021 CIPP Project (Work Completed) | $145,618.00 |
| Proposed Change Order | $259,207.00 |
| **Contingency (5%)** | **$12,960.00** |
| **Proposed Budget for the 2021 CIPP Project with Change Order** | **$417,785.00** |

**STAFF RECOMMENDATION:**

Award a change order for the 2021 Sanitary Sewer CIPP Project and authorizing the City Administrator to execute a change order between the City of Salida and Insituform Technologies,

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: September 7, 2021:

| **ORIGINATING DEPARTMENT**: | **PRESENTED BY**: |
| --- | --- |
| Public Works | David Lady |

Inc., Inc. in the amount of **$259,207.00** with a total project budget of $417,785.00. Amend the 2021 Wastewater Fund Budget in the amount of $275,051.85.

**SUGGESTED MOTIONS:**

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

Followed by a second and then a voice vote.

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Parks and Recreation | Diesel Post - Parks and Recreation Director | Sept 7, 2021 |

## ITEM

Grindline skateparks final payment

## BACKGROUND

The City entered into a Construction Services agreement with Grindline skateparks on April 21, 2020 to build a skatepark in Centennial Park. As of Aug, 20, 2021, the skatepark is considered complete.

## FISCAL NOTE

| 2020 | | |
|---|---|---|
| Skate park payment tracking 2020 | | |
| 1 | design | 3,950.00 |
| 2 | design | 13,934.40 |
| 3 | design | 20,294.00 |
| 4 | design | 21,137.25 |
| 5 | construction services | 29,612.00 |
| 6 | construction services | 51,872.94 |
| 7 | construction services | 68,356.47 |
| Total | | 209,157.06 |
| Project total | | 821,538.30 |
| Total payment remaining | | 612,381.24 |
| 2020 roll over prediction was $401,000. Actual rollover was $612,381.24 | | |
| 10% contingency on $612,381.24 totals 673,619.27 | | |
| 673,619.27 - 401,000 = 272,619.27 | | |
| needed an additional 272,619.27 to roll over to 2021 | | |
| 2021 | | |
| Skate park payment tracking 2021 | | |
| From 2020 | | 209,157.06 |
| 8 | construction services | 111,128.24 |
| 9 | construction services | 64,791.00 |
| 10 | construction services | 121,463.12 |

## CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Parks and Recreation | Diesel Post - Parks and Recreation Director | Sept 7, 2021 |

| | | |
|---|---|---|
| 11 | construction services | 82,522.35 |
| 12 | construction services | 71,519.12 |
| 13 | construction services | 66,017.65 |
| 14 | construction services | 27,647.29 |
| 15 | construction services | 38,292.47 |
| Deductive change order | | 29,000.00 |
| Total payment to Grindline | | 792,538.30 |
| Project total | | 821,538.30 |
| | GOCO funds | 350,000.00 |
| | FOSS funds | 25,000.00 |
| | Skatepark Project funds | 10,000.00 |
| Total Cost to City | | 436,538.30 |

### STAFF RECOMMENDATION

After thorough review and inspection of the project, staff recommends that Council accept the project as complete and issue final payment.

### SUGGESTED MOTION

A Council member should move to approve the Consent agenda.

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Administration | Drew Nelson - City Administrator | September 7, 2021 |

## ITEM

Hangar Ground Lease for Harriet Alexander Field

## BACKGROUND

Harriet Alexander Field is owned and operated by a partnership between Chaffee County and the City of Salida. The airport is managed by a board made up of representatives of both the City and County, and the board makes operational recommendations to both the Board of County Commissioners and the City Council.

The Airport Advisory Board routinely recommends approval of ground leases to allow private parties to construct and occupy airplane hangars on the property of Harriet Alexander Field. Recently, a lease agreement was negotiated between the Airport Advisory Board and Don Dubin of Salida. The attached ground lease would allow for construction of a new hangar. The lease term is for twenty years, with an option to renew at the end of the term.

## FISCAL NOTE

The attached ground lease agreement provides for an annual revenue for the airport of $0.2036 per square foot of area rented (9,100 square feet), for a total of $1,852.76 per year with adjustments for inflation.

## STAFF RECOMMENDATION

Staff recommends that the City Council approve the Ground Lease with Don Dubin as recommended by the Airport Advisory Board.

## SUGGESTED MOTION

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

| Lessee (name): Don Dubin | Lessee's mailing address: 9777 CR 163, Salida CO 81201 |
|---|---|
| Lessee's email: ddubin@me.com | Lessee's phone: 775-721-0224 |
| Date of Agreement: | |

## GROUND LEASE

This lease agreement is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of the above date.

## RECITALS

**A.** Lessors are the owners of that land comprising approximately 210 acres, more or less, known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport"); and

**B.** Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar or other aircraft-related facility as more particularly described below; and

**C.** Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

## AGREEMENT

*In consideration of the terms, conditions and promises as set forth herein, the parties agree and covenant* as follows:

1. **Leased Premises**. Lessors hereby lease to Lessee that unsubdivided portion of the Airport property described on the attached Exhibit A (the "Leased Premises"). THE LEASED PREMISES CONSIST OF THE FOOTPRINT OF THE BUILDING ALREADY CONSTRUCTED OR TO BE CONSTRUCTED BY THE LESSEE PLUS A MAINTENANCE/ACCESS EASEMENT OF FIVE FEET AROUND SAID FOOTPRINT.

2. **Vacant Land**. Lessee acknowledges that the Leased Premises are comprised solely of vacant land [and certain improvements] and that Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease.

3. **Use of the Leased Premises**. Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft, and for associated accessory activities. "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code. Lessee shall not operate or allow commercial business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and the execution of a Commercial Operator's Agreement. Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with applicable fire code regulations with respect to any structure on the Leased Premises. Except to the extent contained in the fuel tanks of aircraft and automobiles or expressly permitted by this Ground Lease, Lessee may not store any fuel or gasoline or hazardous or dangerous substances on the Leased Premises. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container. Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and do not create an obstruction or threat to air navigation. New buildings and structures must conform to all adopted FAA regulations, commercial building, fire, mechanical, electrical and plumbing codes as well as the airport architectural

standards. Violations not corrected within 90 days will constitute a violation resulting in cancellation of the lease.

4. **Maintenance of Leased Premises**. Lessee shall at all times maintain the Leased Premises and all improvements to the Leased Premises in good condition and state of repair and shall not allow fire hazards, ice and snow, weeds, trash, debris or other unsightly objects to accumulate or be stored on or around the Leased Premises or otherwise interfere with the Airport facilities. No outside storage is allowed,

5. **Signs.** Lessee shall not place any signs, logos or emblems on the Leased Premises or on any improvements to the Leased Premises, except for a sign not larger than four square feet in size that identifies Lessee as the occupant of the Leased Premises. All signs shall be installed in compliance with the building and/or sign regulations of Chaffee County and/or other governing jurisdiction.

6. **Term and Option to Renew.**

(a) Subject to earlier termination as provided for in this Ground Lease, the initial term of this lease shall begin on the date of this Ground Lease, as set forth above, and terminate twenty years later, unless earlier terminated as provided for in this Ground Lease.
(b) Provided Lessee is not in violation or breach of any terms or conditions of this Ground Lease and provided the lease complies with the then current airport master plan, Lessee may renew and extend this Ground Lease for up to an additional twenty years (the "Option Term") upon written notice to Lessor submitted at least 120 days prior to the expiration of the initial and term. The Option Term shall be subject to the same terms and conditions as set forth in this Ground Lease, except that the rent for the first year of the Option Term shall be adjusted to the prevailing rates, based upon the most recently executed ground lease, adjusted for the then current CPI-U (defined below). The rent for subsequent years of the Option Term shall be adjusted as provided below. In the event Lessee remains in possession of the Leased Premises for any period after the expiration of the 20-year initial lease term, without a written agreement between the parties for an Option Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate to be determined as provided below, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

7. **Rent.**

(a) Lessee shall pay to Lessors total annual rent of $1,852.76 for a total of 9,100 sq. ft. As of May 1, 2012, the lease rate was $0.17 per square foot, which is adjusted annually as of May 1. Beginning April 30, 2013 and every year thereafter for the lease term, the rate adjusts in accordance with subparagraph (b), below. The CPI adjusted rate effective May 1, 2020 will be $0.2036 per square foot. Lessee shall pay the rent annually, in advance, without notice or demand, with the first payment due on the first day of the lease term, except that for the first year of this Ground Lease, rent shall be pro-rated, if necessary, from the beginning date of this Ground Lease through the following April 30, 20 .For subsequent years, rent shall be due on May 1.

(b) Rent shall be adjusted annually in accordance with any increase in the United States Bureau of Labor Statistics Consumer Price Index for all items and urban consumers (the CPI-U) for the Denver-Boulder area, . The adjustment shall reflect any increase in the CPI-U for annual period beginning from the time rent was last set or adjusted. Should the United States Bureau of Labor Statistics cease publication of the CPI-U for the Denver-Boulder area, then future rent adjustments shall be based upon and correspond to the rate of "local growth" for the annual period as defined in Article X, § 20(2)(g) of the Colorado Constitution and determined by the Chaffee County Assessor pursuant to C.R.S. § 39-5-121(2)(b). In no event shall the rental rate be reduced absent the prior written consent of Lessors, regardless as to any decrease in the CPI-U or local growth rate from the time rent was last set or adjusted. Lessors shall use their best efforts to advise Lessee of the adjusted rent amount at least one month prior to the rent payment due date, but failure of Lessors to so notify Lessee shall not relieve Lessee of its obligation to pay the increased rent.

(c) Lessee shall make and/or direct all rent payments to the location and/or to the person or entity designated by the Airport Manager in writing. If no such designation is made, rent shall be paid to: Chaffee County Airport Fund, c/o Chaffee County, Attention Finance Department, P. O. Box 699, Salida Colorado 81201.

(d) Interest shall accrue on any past due rent payment at the rate of 1.5% per month or 18% per annum. Such interest shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessors from exercising any of the other rights and remedies under this Ground Lease.

8. **Common Airport Facilities/ CLOSURES.** Lessee is granted in common with other lessees, or persons similarly authorized, the non-exclusive use of all common Airport facilities including, but not limited to, the landing field, runways and taxiways (inclusive of any future enlargement or extensions thereof), roadways, aprons, fueling facilities, flood lights, landing lights, beacons, radio aids, and such other airport facilities as may exist and are available for use by the general aviation public. LESSEE ACKNOWLEDGES THAT REPAIRS OR IMPROVEMENTS TO RUNWAYS OR OTHER AIRPORT FACILITIES OR STATE OR FEDERAL MANDATES MAY REQUIRE THE CLOSURE OF THE AIRPORT OR THE TEMPORARY OR PERMANENT RESTRICTION OF ITS USE. SUCH ACTIVITIES SHALL NOT CAUSE ANY REDUCTION IN THE RENT DUE HEREUNDER. LESSEE FURTHER ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO THE LESSORS CONTINUING TO OPERATE THE AIRPORT FACILITIES IN THEIR CURRENT LOCATION AND LESSORS MAY TERMINATE THIS LEASE, WITHOUT RECOURSE TO LESSORS, IF LESSORS, FOR WHATEVER REASON NO LONGER OPERATE THE AIRPORT IN ITS CURRENT LOCATION.

9. **Right of Ingress and Egress.** Lessee shall at all times have a right of reasonable ingress to and egress from the Leased Premises over and across the Airport to public ways and roads, which right shall extend to Lessee's employees, agents, customers, guests and other invitees. Such right shall also extend to persons or businesses supplying materials or services to Lessee, and shall include access and egress for vehicles, machinery and equipment reasonably required by Lessee and those persons or entities specified in this paragraph. SUCH RIGHT SHALL NOT BE EXERCISED IN A WAY THAT INTERFERES WITH THE USE OF THE AIRPORT BY OTHERS OR THAT IS IN VIOLATION OF ANY DULY ADOPTED AIRPORT RULES OR POLICIES. LESSEE ACKNOWLEDGES SUCH RIGHT MAY NOT INCLUDE VEHICLE ACCESS TO HANGARS, AS DETERMINED BY THE AIRPORT MANAGER

10. **Hangar Construction and Improvements.**

(a) If there are no improvements on the Leased Premises, Lessee shall be required to install, improvements on the Leased Premises, such improvements to be limited to one aircraft storage hangar and any accessory hard surfaces (ramp/access taxiway), and/or such other structures as specifically authorized in writing in advance by Lessors. The design and materials to be used in the construction, repair, other than routine maintenance, or restoration of any hangar, structure or hard surface shall be approved in advance in writing by Lessors. Within thirty days from the beginning of this Ground Lease, Lessee shall submit a detailed description, inclusive of engineered drawings/plans, to Lessors together with a cost estimate for all structures or other improvements Lessee desires to install, repair or rebuild on the Leased Premises. No installation or construction shall occur on the Leased Premises or upon common Airport property until the Airport Manager has specifically approved same in writing and all necessary third-party permits have been issued, including local building permits and such permits or approvals as may be necessary from the Federal Aviation Administration (e.g., FAA Form 7460, Notice of Proposed Construction). All improvements must be completed per the building department permit timeframe and the Airport Manager has approved the construction.

(b) The installation/construction of all structures and hard surfaces shall comply with the then-current Commercial Building Code, Airport Master Plan, the Minimum Standards for Hangar Construction and the Airport Storm Water Management Plan then in effect for the Airport. No structure shall be constructed within five feet of the perimeter boundary of the Leased Premises. Lessee shall maintain the Leased

Premises in a safe and orderly condition during any and all construction/installation activities, and shall not allow construction materials, activities or debris to invade or impinge upon common Airport facilities (e.g., ramps, taxiways or roadways) or other leased premises. The Airport Manager may, upon request by Lessee and/or in order to minimize the disruption of normal Airport operations, allow or direct the temporary use by Lessee of non-leased Airport property for construction staging and/or material storage during any period of construction/installation. Lessee's installation or extension of any utility lines or services (i.e., water, sewer, electricity or gas) as part of any construction or improvement must be approved in advance and in writing by Lessors.

(c) Lessee shall affirmatively notify all persons or entities undertaking any work on the Leased Premises, including persons engaged in planning, design, construction or repair, and/or persons supplying any labor, materials or equipment pursuant to such work, that as publicly-owned property, the Leased Premises are not subject to lien for a failure to pay for such work, labor or materials, and Lessee shall, in accordance with C.R.S. § 38-22-105(2), post and keep posted a written notice to the same effect in some conspicuous place upon the Leased Premises during any and all such work.

(d) Except as otherwise provided for in this Ground Lease, all hangars, buildings, fixtures, structures or other improvements bought, installed, erected, constructed or placed on the Leased Premises by Lessee shall be deemed to be personal property for purposes of this lease and shall remain the property of Lessee; and Lessee shall, unless otherwise authorized in writing in advance by Lessors, remove such property upon the expiration or termination of the lease, subject to Lessee's obligation to repair all damage, if any, resulting to the Leased Premises or Lessors' property by such removal. Lessee shall be allowed up to sixty days after the expiration or termination of the lease to remove any and all such property, during which time Lessee shall be obliged to continue to pay rent on a prorated basis until such removal is completed. In the discretion of the Lessors, any and all property, inclusive of hangars, buildings and fixtures, not removed by Lessee within the time allotted for same may become part of the Leased Premises and title to such property shall automatically vest in Lessors, individually or jointly, to the extent that Lessors individually or jointly own the land underlying such property. If Lessee abandons any improvement or property on the Leased Premises or fails to remove such improvement or property as required, above, Lessors may, in its sole discretion, take title to or remove same, at any time Lessors may determine, at Lessee's cost.

(e) Any aircraft hangar constructed by Lessee may be used for the temporary storage of motor vehicles while Lessee's aircraft is in use. Lessee may also allow other aircraft owners to temporarily occupy Lessee's hangar while performing maintenance or repairs on their personal aircraft. Collection of rental or sublease fees shall constitute a commercial operation and require a commercial operators agreement.

11. **Utilities.** Lessee shall timely and fully pay for all utility services installed and used on the Leased Premises. In no event shall a septic system be installed or used on the Leased Premises absent Lessors' written consent and the issuance of all necessary permits. Lessors may require Lessee, at Lessee's cost, to connect any water-using facility on the Leased Premises to a sanitary sewer system if a sanitary sewer main line becomes available within 400 feet of the Leased Premises and to remove any leach fields

12. **Taxes and Assessments**. Lessee shall timely pay all real and personal property taxes and assessments, including without limitation possessory interest assessments, levied or imposed against the Leased Premises as the result of Lessee's occupancy and/or use of same, and upon any improvements installed and owned by Lessee thereon.

13. **Subletting, Assignment and Sales.**

(a) Lessee may not assign any of the rights, benefits or obligations, in whole or in part, inhering to it under this Ground Lease, nor may Lessee sell or sublet any area, space or structure to any third party, whether by merge, operation of law or otherwise, absent the prior written consent of Lessors, which consent may be granted or withheld solely within the reasonable discretion of Lessors. Any sublease shall constitute a commercial operation and require a commercial operators agreement.

(b) Lessee shall annually furnish the Airport Manager with copies or company-issued certificates of insurance policies obtained by Lessee in compliance with this paragraph 15. The certificates and coverages required by this paragraph 15 shall contain a provision requiring that the companies issuing such policies automatically and directly notify Lessors in writing and at least 30 days in advance of any amendment or cancellation of such policy or policies.

16. **Release and Indemnification.** Lessee forever releases, waives and discharges Lessors and all persons acting on Lessors' behalf from all claims, suits and causes of action relating to any injury or loss Lessee may sustain in any way connected with the Leased Property, including personal injuries, death or property damage, or injury or loss in connection with Lessee's presence on the Leased Premises, common Airport facilities or other Airport facilities or property, Lessee shall indemnify and hold harmless Lessors and all persons acting on Lessors' behalf against all claims and losses (including interest and attorneys' fees and expenses) resulting from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises; Lessee agrees that if the Lessors, without any fault on their part, shall be made a party to any litigation commenced by or against the Lessee arising from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises, then Lessee shall pay and/or advance all costs in connection with such litigation, including reasonable attorney fees and litigation costs paid by either Lessor.

17. **Damage to Improvements.** If any improvements owned by Lessee on the Leased Premises are damaged or destroyed, in whole or in part, Lessee shall, within sixty days of the damage or destruction, perform one of the following:

- repair, restore or rebuild same to their condition and operational status as existed prior to such damage or destruction; OR
- furnish a performance and payment bond, in an amount at least equal to the cost of removing all damaged or destroyed improvements and any other debris and restoring the Leased Premises to the conditions existing at the time Lessee first entered onto the Leased Premises, as security for the faithful performance and payment of Lessee's obligations under this Ground Lease.

Rent shall not be reduced or abated during any period in which improvements, or parts of same, are not available for use by Lessee.

18. **Right to Mortgage.** Lessee may mortgage or otherwise encumber all or any portion of its owned improvements and its leasehold interests under this Ground Lease. Lessors, upon request, may subordinate their interests herein to any lending or financing agency for the term of the lease, provided such subordination cannot and shall not have the effect of permitting a mortgagee or trustee to own or claim an ownership interest in the Leased Premises, and that such mortgagee or trustee is approved in writing in advance by Lessors, which approval shall not be unreasonably withheld. IF, DUE TO FORECLOSURE OR OTHER DEFAULT UNDER THE TERMS OF SUCH MORTGAGE, ANY MORTGAGEE BECOMES THE OWNER OF THE IMPROVEMENTS CONSTRUCTED HEREUNDER, SUCH MORTGAGEE SHALL BE SUBJECT TO THE TERMS AND OBLIGATIONS OF THE LESSEE HEREUNDER.

19. **Lessee's Default.** If Lessee violates any of the terms or conditions of this Ground Lease, and continues in such violation(s) for a period of 30 days after written notice thereof by certified mail from the Airport Manager to Lessee, then Lessors shall have the election to declare this lease forfeited, and Lessee shall immediately surrender possession of the Leased Premises and any improvements owned and not removed by Lessee to Lessors. The Lessors' written notice shall specify the provision of the lease violated, the information available to Lessors upon which they rely in concluding that a violation exists, and the action required of Lessee to cure the violation.

20. **Lessors' Reserved Rights**. Lessors, on behalf of themselves and the Federal Aviation Administration, reserve the right and privilege during the term of this agreement to place on the Airport, inclusive of the Leased Premises, whatever instruments and/or equipment they or the FAA may determine are necessary or convenient to the safe and efficient operation of the Airport, so long as said instruments or equipment do not substantially interfere with Lessee's use of the Leased Premises or

For the purpose of this section any change of control of Lessee shall be deemed to constitute an assignment.

(b) If Lessee assigns or sublets under this Ground Lease, Lessee shall continue to remain primarily responsible for its full and timely performance under this lease unless Lessors otherwise specifically consent in writing. If Lessee sells any area, space or structure, the third party shall execute a separate Ground Lease.

(c) Lessors or either of them may freely and at their convenience assign any or all of its rights, benefits and obligations under this agreement at any time.

14. **Compliance with Governmental Regulations.**
(a) Lessee shall faithfully and timely abide by and conform to all laws and governmental orders, rules and regulations, including future amendments thereto, controlling or in any manner affecting the use, operations or maintenance of the Airport or the Leased Premises, particularly FAA orders and regulations, and inclusive of local ordinances and airport regulations adopted by Lessors and/or Chaffee County, or any airport commission authorized to oversee operations at the Airport. LESSEE HEREBY ACKNOWLEDGES THE AUTHORITY OF THE AIRPORT MANAGER TO ENFORCE SUCH RULES IN ADDITION TO OTHER DULY APPOINTED PERSONNEL.

(b) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises and/or improvements to the Leased Premises, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises and improvements on the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15. **Insurance.**

(a) Lessee shall at its sole cost and expense procure and maintain in force a policy of general liability insurance insuring the Leased Premises and Lessee against loss or injury to any person or property arising from Lessee's use and/or occupancy of the Leased Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are $387,000.00 per person and $1,093,000.00 per occurrence. The City of Salida and Chaffee County, at Lessee's sole expense, shall be named co-insureds or additional insureds on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Lessee's occupancy and/or use of the Leased Premises. Lessee shall promptly increase its coverage, if necessary, due to changes in the above-described statute or other law and Lessors' failure to inform Lessee of any increased coverage requirements shall not affect Lessee's obligation.

reduce the structural integrity of Lessee's hangar or such other building as Lessee may have constructed on the Leased Premises. Lessors additionally reserve the right to further develop and otherwise change or improve the Airport, inclusive of all landing areas, taxiways, or access ways, as it deems necessary, and to take such other actions with respect to the Airport as Lessors see fit without hindrance or interference from Lessee, provided all of such developments or improvements are required by law, federal regulation, and/or are approved by the FAA. Lessors further reserve the right to from time to time temporarily or permanently close the Airport, or parts thereof, for any reason, including without limitation maintenance, construction or public safety purposes, immediately prior to which Lessors will make reasonable efforts to notify Lessee in advance thereof.

21. **Subordination.** This Ground Lease shall be subordinate to the provisions of any existing or future agreement between Lessors and the United States and/or the State of Colorado for the funding, operation or maintenance of the Airport.

22. **Inspection.** Lessors or their duly authorized representative shall have the right to inspect the Leased Premises and any improvements at all reasonable times upon reasonable prior notification to Lessee. Lessors shall also be entitled to enter the Leased Premises and any improvements, without prior notice, to make emergency repairs or to take emergency action necessary to protect or preserve human life or the property of the Airport.

23. **Notices.** In every case where notice is required or permitted in this lease, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other address as shall be given in writing by one party to the other according to the provisions hereof.

If to Lessors: Chaffee County Commissioners
P.O. Box 699
Salida, CO 81201

With copy to:

Chaffee County Attorney
P.O. Box 699
Salida, CO 81201

If to Lessee, to the person and address listed at the beginning of this Ground Lease.

Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, such notice shall be deemed given on the fifth day after it is sent.

24. **Liens.** Notwithstanding paragraph 18, above, Lessee shall not allow liens of any kind or duration to be asserted or maintained on the Leased Premises.

25. **Attorney Fees.** If either party brings an action to enforce the terms of this Ground Lease or declare rights under this Ground Lease, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party.

26. **Binding Effect.** This Ground Lease shall bind and benefit the parties hereto and their representatives, successors, and permitted assigns.

27. **Venue and Severability**. This Ground Lease shall be construed under the laws of the State of Colorado. Venue for any legal action between the parties brought to interpret or enforce the provisions of this agreement shall be the Colorado District Court in and for Chaffee County. Any covenant, condition, or provision herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from the lease, but such deletion shall in no way affect any other covenant, condition, or provision

**LESSORS**

**CHAFFEE COUNTY COLORADO/BOARD OF COUNTY COMMISSIONERS**

_____
Greg Felt, Chairman

STATE OF COLORADO )
)ss.
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by Greg Felt, this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

**CITY OF SALIDA, COLORADO**

By:_____
Mayor

STATE OF COLORADO )
)ss.
COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

SALIDA AIRPORT
HARRIET ALEXANDER FIELD

**HARRIET ALEXANDER FIELD (ANK)**
**PRIVATE HANGAR DEVELOPMENT**

N
0 100 200 400 Feet

Date: 8/10/2020

Dibble Engineering

herein so long as such deletion does not materially prejudice Lessors or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of the lease,

28. **Waivers.** One or more waivers by Lessors of any term or condition of this agreement, or of Lessee's breach or violation thereof, shall not be construed or have the effect as a forgiveness or waiver of any other term or condition, or of any future or different breach or violation of the agreement by Lessee.

29. **Entire Agreement and Amendments**. This Ground Lease reflects and contains the entire agreement of the parties and supersedes all previous agreements entered into or contemplated by the parties with regard to the Airport. No negotiations, understandings, agreement or promises, verbal or otherwise, exist or are enforceable between the parties except as expressly set forth in this agreement, the provisions of which may only be amended, modified, or superseded by written agreement signed by both parties.

30. **Counterpart Signature Pages.** This Agreement may be signed using counterpart signature pages with the same force and effect as if both parties signed on the same signature page.

31. **Personal Guarantee**. The undersigned Guarantor acknowledges and understands that by affixing their signature below they assume personal responsibility to Lessor for any and all damages suffered by Lessor in the event of default or noncompliance by Lessee or any assignee of Lessee's with respect to the obligations hereunder. Guarantor's liability is joint and several and Lessor may pursue Guarantor for recovery whether or not Lessor has made any claim against Lessee. Guarantor shall be responsible for any and all of Lessee's obligations under this Lease. Lessee, Lessor and Guarantor acknowledge that this Guarantee is made in order to induce Lessor to enter into this Lease and this Guarantee shall remain in full force and effect unless it is expressly modified in a writing signed by Lessor, Lessee and Guarantor.

The parties acknowledge and agree to the foregoing provisions.

**LESSEE**

By: Don Dubin
Name: Don Dubin
Title:

AMBER LEMARR HINTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184024041
MY COMMISSION EXPIRES JUNE 8, 2022

STATE OF Colorado )
)ss.
COUNTY OF Chaffee )

The foregoing instrument was acknowledged before me by Don Dubin this 16TH day of MARCH, 2021.

Witness my hand and official seal.

My commission expires: 6/8/2022

Amber Lemarr Hinton
Notary Public

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Community Development | Bill Almquist - Comm. Dev. Director | September 7, 2021 |

## ITEM

Ordinance 2021-12 Second Reading and Public Hearing for the Chaffee County Government Major Impact Review application for a Planned Development Overlay at their property located at 104 Crestone Avenue.

## BACKGROUND

The applicant, Chaffee County Government, submitted a Major Impact Review application for a Planned Development Overlay on their 3.87 acre parcel located at 104 Crestone Avenue. The parcel is zoned Single-Family Residential (R-1) and the current uses are the Administrative Building, Chaffee County Courts Building, Chaffee County Dispatch and Jail Building, State Patrol Communications Building & Tower and the EMS garage (to be removed in the near future).

The applicant would like the Planned Development Overlay to closely reflect the Commercial (C-1) zone district use and dimensional standards.

A Conceptual Review Meeting with the Planning Commission and City Council occurred on July 06, 2021. At the work session there were 2 concerns identified during the review, the need for a landscape plan and the architecture of the proposed Administrative Annex. The landscape plan was submitted and approved by staff in October 2020 (approval attached to this staff report).

At the City Council/Planning Commission work session the applicant was showing the Administrative Annex building addition to demonstrate the need for the Planned Development Overlay. The rendering of the addition that was shown was a preliminary rendering and had not been refined. Although the evaluation criteria and general requirements for Planned Developments do not include architectural review, staff is suggesting that the proposed addition be compatible with the existing historic courthouse building.

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The Planning Commission reviewed the major impact review application and held a public hearing on July 26, 2021.

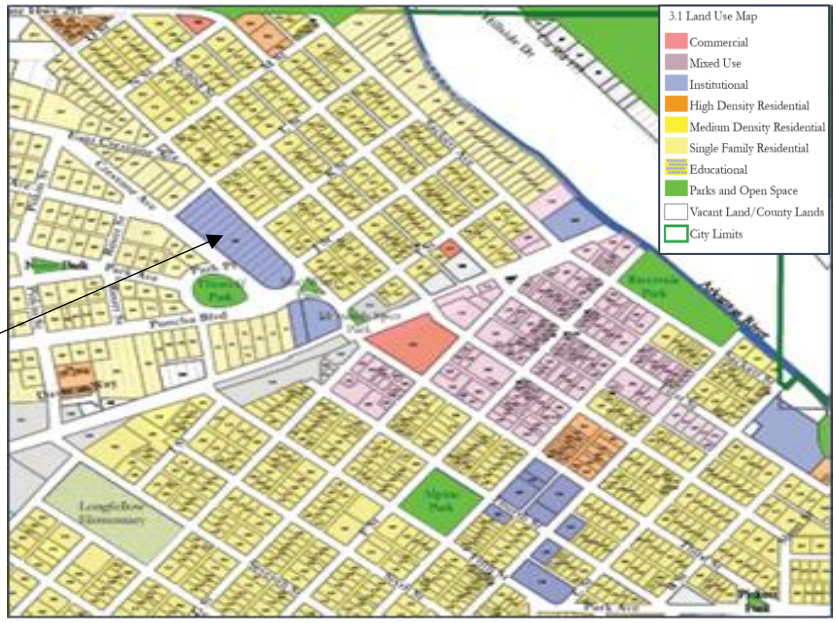
The properties surrounding this parcel are located within the Medium-Density Residential (R-2) and the Single-Family Residential (R-1) zone districts. The (R-1) zone designation does not make sense for the current and future uses of the property and there are no residential uses associated with the property. The applicant is requesting deviations from Table 16-D Schedule of Uses, Table 16-F Schedule of Dimensional Standards and Article VIII Design Standards for parking requirements.

**THE CITY OF SALIDA COMPREHENSIVE PLAN**

Per Section 16-7-20 of the Salida Municipal Code, a planned development constitutes a zoning classification and is established by overlaying the designation upon land within an existing or newly created zone district. Generally zoning should be consistent with the community's comprehensive plan. The following Policies, Actions and Principles are most applicable to the proposal:

Action LU&G-I. 1.a. – Amend Salida's Land Use Code and Zoning Map to advance the objectives of this plan and consider appropriate zoning designations, densities and overlays that utilize setbacks and promote the traditional historic built environment.

The Comprehensive Plan Land Use Map shows the Chaffee County property is Institutional.
Given that the uses of Chaffee County property have been in place since 1932 it is appropriate that the Planned Development reflect the current and future uses of the Campus.



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With the Land Use Code update we will be looking into the possibility of creating a separate zone district for Institutional properties which would be appropriate for the Chaffee County parcel as shown in the Comp Plan.

**PLANNED DEVELOPMENT EVALUATION CRITERIA:**

Section 16-7-40 (b) of the City of Salida Land Use and Development Code - The PD Development Plan shall meet the following criteria, depicted on a site plan furnished by the applicant, unless the applicant can demonstrate that one (1) or more of them is not applicable or that another practical solution has been otherwise achieved.

1. Minimum Dimensional Standards. The PD is a negotiated zone district. While there may be no fixed lot size or lot widths, the Planning Commission and City Council require minimum dimensional standards, including setbacks and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and to ensure that the PD is compatible with other developments in the area.

- The Chaffee County property is located within the Single Family Residential (R-1) zone district.
- The following are a list of the dimensional standard deviations being requested for the property. These deviations are also highlighted in Table 16-F below.

  - Maximum lot coverage with structures 50% instead of the required 35%.
  - Maximum lot coverage for uncovered parking/access 40% instead of the required 10%.
  - Minimum landscape area 20% instead of the required 55%.
  - Minimum Front Setback of 15’ instead of the required 30’. Minimum Rear Setback of 10’ instead of the required 30’.
  - Maximum building height for primary building 54’ instead of the required 35’. The request is to also be able to measure height from the Crestone Avenue frontage to the top of parapet walls. In the Commercial zone district Public and institutional uses are allowed 54’ building height and the existing courthouse building is 50’ in height.

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| Community Development | Bill Almquist - Comm. Dev. Director | September 7, 2021 |

| CCGFC Table 16-F Schedule of Dimensional Standards | | | | |
|---|---|---|---|---|
| **Dimensional Standard** | **PROPOSED CCGFC-PD** | **EXISTING REQUIREMENTS (R-1)** | **Current** | **C1** |
| Min. lot size (sq. ft.) | N/A | 7,500 | 163,350 | 5,625 |
| Density (Min. lot sq. footage per principal dwelling unit) | N/A | 3,750 | | 2,800 |
| Min lot size (sq. ft.)—attached units | N/A | NA | | 2,800 |
| Min. lot frontage | N/A | 50 | | 38 |
| Min. lot frontage—attached units | N/A | NA | | 20 |
| Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) | 50% | 35% | 20% (approx) | 60% |
| Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) 5 | 40% | 10% | 23% (approx) | 60% |
| Min. landscape area | 20% | 55% | 53% (approx) | 10% |
| Min. setback from side lot line for a primary bldg. | 10' | 8' | | 5' |
| Min. setback from side lot line for a detached accessory bldg. | 5' | 5' | | 3', 5' or 10' |
| Min. setback from rear lot line: principal bldg. | 10' | 30' | | 5' |
| Min. setback from rear lot line: accessory bldg. | 5' | 5' | | 5' |
| Min. setback from front lot line | 15' | 30' | | 10' |
| Max. building height for a primary bldg. | 54* | 35' | 50' | 35', 54'* |
| Max. building height for a detached accessory bldg. | 25' | 25' | | 25' |
| *Public and Institutional Uses allowed up to 54' | | | | |
| Multiple principle buildings allowed on campus, jail, court, admin building | | | | |
| Height shall be measured from Crestone frontage finished floor level to top of parapet walls | | | | |
| Maximum Height is based on institutional height in C1 District & Historic Courthouse Height | | | | |
| New Annex Height is 34 feet to top of parapet wall, not including mech. equipment | | | | |

2. Trails: Reasonable effort must be made to connect to nearby recreation trails, parks and public open space such that green corridors define and connect urbanized areas. Any trails identified for the area in the City's Comprehensive Plan or Parks Master Plan must be included in the PD.
   - The closest trail near the Chaffee County property is the Monarch Spur Trail and there are existing pedestrian connections to the Trail.

3. Ownership and Maintenance: No PD shall be approved unless the City Council is satisfied that the landowner has provided for or established an adequate organization for the ownership and maintenance of common open space and private roads, drives, parking or other common assets to ensure maintenance of such areas.
   - Ownership and maintenance of the property will be maintained by Chaffee County.

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4. Water and Sewer: The developer shall provide municipal water and sewer facilities within the PD as required by the City.
   - The County improved the municipal water looping in the neighborhood when the jail was constructed in 2002. There are no identified improvements to water and sewer required.

5. Residential Density: Density shall be limited as required by the Planning Commission and City Council upon consideration of the overall development plan, individual characteristics of the subject land and surrounding uses.
   - There are no residential uses on the property, therefore this standard does not apply.

6. Relationship to the Subdivision Regulations: The provisions of these regulations concerning Planned Developments are not intended to eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City.
   - The applicant is not requesting a subdivision with the application, therefore this standard does not apply.

7. Improvement Standards: The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development. Deviations may be incorporated only with the approval of the Planning Commission and City Council as a part of its review of the Overall Development Plan for a PD and shall conform to acceptable engineering, architectural and planning principles and practices. If a deviation from the improvement standards is not specifically addressed and approved under the Overall Development Plan, the improvement shall comply with all improvement standards of this Chapter.

   - The applicant received variance approval on July 27, 2020 to count the on-street parking toward their off-street parking requirement for the future Administrative Annex addition. As part of the Planned Development application the applicant is requesting that following parking standards apply to the entire property.

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- In 2020 the City created 23 diagonal parking spaces along the northern and eastern perimeter of Thonhoff Park, and 16 diagonal parking spaces along the western side of Crestone Avenue, across the from the Court and Jail. The restriping of the parking spaces has benefitted County employees and citizens utilizing County services. Additional parallel parking spaces are also available on the east and south perimeter of the park and the other side of Park Place.

| CCGFC Table 16-J Off & On Street Parking Standards | |
|---|---|
| **Public Institutional Uses** | **CCGFC-PD** |
| Government Administration Facilities | 1 space per 400 s.f. |
| Jail Inmate floor area | 1 space per employee |
| Court Building | 1 space per 400 s.f. |
| 911 Facilities | 1 space per employee |
| 1. 86 On street parking spaces on Crestone Ave. and around the park shall count toward parking req. | |
| 2. Parallel parking on the west side of third street shall count toward parking req. if design is administratively approved for future parking needs. | |
| 3. Jail inmate floor area and 911 floor area shall not require parking except for employees. | |

- The R-1 zoning and corresponding parking limits are not compatible with the current and historical uses of the property.
- There are currently 92 on-site parking spaces to serve the existing and future uses of the property. With the addition of the Administrative Annex the applicant will lose approximately 14 parking spaces.

8. The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in:
   a. Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features.
   b. Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view.
   c. Inability to provide adequate fire protection using equipment currently in use by the Fire Department.
   - The applicant is requesting a maximum height of 54'. In the Commercial zone district Public and institutional uses are allowed 54' building height. The original 1932 courthouse was constructed prior to the surrounding development and has existed since its original construction at 50 feet.
   - The request is also to be allowed to measure the height from the Crestone Avenue frontage. In the Land Use Code, the definition of building height means the distance measured on a vertical plane from the average preconstruction or post-construction grade around the perimeter foundation of a building or structure, whichever is lower, to the highest point on the roof surface of the building or structure.
   - The existing building and future annex are on the mesa and set back enough that there should be no shadowing on neighboring properties and no adverse visual impact.

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- The Fire Department has no concerns with the request. There are several hydrants surrounding the property and the Fire Department has the equipment to provide adequate fire protection.

9. Gross Floor Area: The gross building floor area of uses other than residential may be limited as required by the City Council upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses.
   - Land Use Code Sec. 16-3-40(a) (1) requires administrative review approval for nonresidential or mixed-use <20,000 sq. ft. gross floor area. Administrative Review approval will be required with the addition of the potential future 15,000 sq. ft. Administrative Annex building.

10. Permitted Uses: A PD may include any permitted principal or accessory uses by right and conditional review uses allowed in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted. Uses within the PD will be permitted upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses. The PD shall be designed, insofar as practicable when considering the overall size of the PD, to provide commercial, recreational and educational amenities to its residents to alleviate the necessity of increased traffic and traffic congestion.

- The County offices pre-date the City's existing zoning districts. The current and future uses and zoning are not compatible in the Single-Family Residential (R-1) zone district.
- In the R-1 zone district Community Buildings and Government administrative facilities and services require Limited Impact Review approval. If the Planned Development Overlay is approved the use will be permitted without additional review.

- The applicant is requesting the following Use Table for proposed Planned Development Overlay:

| CCGFC Table 16-D Schedule of Uses | |
|---|---|
| N = Not Permitted | |
| P= Permitted | |
| AC = Administrative | |
| C = Conditional Use | |
| AR = Administrative Review | |
| LR = Limited Impact Review | |
| MR = Major Impact Review | |
| **Public Institutional Uses** | |
| County Government Administrative Offices | P |
| State Government Adminstrative Offices | P |
| Public Health Facilities | P |
| Civil Defense & Emergency Management Facilities | P |
| Law Enforcement and Jail Facilities | P |
| Court Facilities | P |
| Communication and Communication Tower Facilities | A |
| Non-profit offices | P |
| Public Meeting Rooms | P |
| Emergency Shelter Facilities | P |
| Voting Center, Drop boxes, Temporary Tents & Drive up | P |
| On-site Maintenance Facilities | P |
| Temporary Health and Emergency Shelters | P |
| Emergency Generators | P |
| Security Fences, Devices and Barriers | A |
| Outdoor break areas | P |
| Commercial Kitchens & Cafeteria | P |
| Security Cameras & Dark Sky outdoor security lighting | P |

11. Transportation Design: The PD shall provide interconnected transportation networks designed to disperse and reduce the length of automobile trips, connect to adjacent roadways and enhance the greater

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transportation pattern of the City and surrounding area. The street design and circulation system must be adequate to support the anticipated traffic. The proposed land uses may not generate traffic volumes which exceed the capacity of existing transportation systems, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts. The internal street circulation system shall be designed for the type of traffic generated, safety and separation from living areas, convenience and access. Private internal streets may be permitted, provided that adequate access for police and fire protection is maintained, access for maintaining public infrastructure within the right-of-way is explicit and provisions for using and maintaining such streets are imposed upon the private users and approved by the Planning Commission and City Council. Bicycle lanes, paths and sidewalks shall be provided for all residential uses, retail establishments and public buildings and amenities. Non-motorized transportation ways shall be adequate in terms of safety, separation, convenience and access to points of destination and attractiveness.

The City is in the process of completing the West Third Street and Poncha Blvd

- The Public Works Director is recommending the following:
  - Sidewalks, curb, and gutter along 3rd Street to support the proposed improvements.
  - Civil drawings and a drainage report to be included for review.
- The City streets that surround the Chaffee County property have been in place many years.

12. <u>Development Standards:</u> The PD may deviate from the Development Standards described in this Chapter only if the reasons for such deviations are well-documented and are necessary for realizing the purposes described in the objectives of development. Any variation from the development standards of this Chapter must be specifically addressed and approved in the Overall Development Plan. If an area of development (parking, landscaping, illumination, fences, signs, etc.) is not specifically addressed and approved under the Overall Development Plan, the area of development shall meet or exceed the standards of this Chapter applying to that area of development.

- The applicant is requesting a deviation from the parking standards as discussed above.

CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Community Development | Bill Almquist - Comm. Dev. Director | September 7, 2021 |

13. Energy Efficient Design: The PD provides for design that is energy-efficient and reduces the amount of energy consumption and demand of typical development.
    - The property is served by existing City services.

14. Variety in Housing Types: Where residential uses are proposed, the PD shall provide for a variety in housing types and densities, other facilities and common open space.
    - This standard applies to residential uses.

15. Fiscal Impacts: The fiscal impacts of the PD have been satisfactorily addressed and the City or special district will be able to provide adequate levels of service for police and fire protection, street maintenance, snow removal and other public services, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts.
    - There will be no fiscal impacts.

16. Higher levels of amenities than would be achieved by using established zone districts, including open spaces, parks, recreational areas, trails and school sites, will be provided to serve the projected population.
    - The proposed Planned Development Overlay allows for the current uses and future expansion of County services in a location that provides the highest and best use of the property and the efficiency of having all services at one location.

17. There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.
    - There are no special physical conditions related to this site.

18. The adjacent and nearby developments will not be detrimentally affected by the proposed PD and approval period.
    - There have been no objections from neighboring property owners at this time.

## EVALUATION STANDARDS FOR MINOR PLANNED DEVELOPMENTS- Section 16-7-40(d)

In addition to the above evaluation standards in Subsection (a) of this Section that apply to all PD applications, the following standards or requirements shall govern the application of a minor planned development and shall be utilized by the Planning Commission and the City Council in evaluating any minor PD plan:

CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Community Development | Bill Almquist - Comm. Dev. Director | September 7, 2021 |

(1) Staging of Development: There shall be no staging of development in a minor PD.
- There will be no staging for the Chaffee County Campus.

(2) Types of Uses: A minimum of 25% of the floor area of the project is recommended for non-residential, commercial uses.
- There are no commercial or residential uses, the entire Campus has Public and Institutional Uses.

(3) Public Places:
- There is ample green space within the development especially with the new street configuration and Thonhoff Park is also located right across the Street from the property.

(4) Economic Opportunity: The PD provides a unique economic opportunity or provides a service, industry, or housing type that will benefit the City and would not be possible under the existing zone districts or dimensional standards of the City.
- This PD provides governmental services for all citizens of Chaffee County where the existing and future uses are not possible in the R-1 zone district without Limited Impact Review approval.

(5) Open Space: A Minor PD is not required to provide a dedication of open space on the site, however, it is required that any PD contribute to meeting the goals for open space through a negotiated fee-in-lieu of open space or other contribution.
- No public open space is dedicated through this development since more than half of the property has well established landscaping, Thonhoff Park is located across the Street and Monarch Spur Trail is within a block from the Chaffee County property.

## REVIEW AGENCY COMMENTS:

**Public Works Department** – David Lady recommended the installation of Sidewalks, curb, and gutter along 3rd Street to support the proposed improvements. Civil drawings and a drainage report to be included for review.

**FISCAL NOTE**: None

**PLANNING COMMISSION RECOMMENDATION** The Planning Commission reviewed the Major Impact Review application for the Planned Development Overlay request and held a public hearing on July 26, 2021. The Commission recommended that City Council approve the Planned Development Overlay with the three (3) conditions recommended by staff. The recommendation was not unanimous with a vote of (4-3 vote).

CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Community Development | Bill Almquist - Comm. Dev. Director | September 7, 2021 |

Commissioners were concerned with the architecture of the proposed Administrative Annex building and recommended the new building reflect the architecture of the historic courthouse building with matched vertical fenestration and color palette of the existing attached buildings.
A few of the Commissioners were concerned with the proposed 50% maximum lot coverage with structures and the proposed 20% minimum landscape area requests.

## STAFF RECOMMENDATION

Staff recommends the City Council approve the Major Impact Review application for a Planned Development Overlay for the Chaffee County property located at 104 Crestone Avenue with the following conditions:

1. That the applicant meet the recommendations of the Public Works Director including the installation of sidewalks, curb, and gutter along 3rd Street to support the proposed improvements. Civil drawings and a drainage report to be included for review.

2. That Table 16-F Schedule of Dimensional Standards, Table 16-J Off-Street Parking standards by use and Table 16-D Schedule of Uses be added to the plat prior to recording the Planned Development.

3. Administrative review and approval as required for the 15,000 sq. ft. Annex addition.

## SUGGESTED MOTION

A Council person should make a motion "to approve Ordinance 2021-12 on second reading."

**Attachments:**
Ordinance 2021-12
Administrative Review approval with Landscape Plan
Planned Development Plat
PD Application Materials
Proof of Notice

# PUBLIC NOTICE
# NOTICE OF PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION AND CITY COUNCIL FOR THE CITY OF SALIDA CONCERNING A MAJOR IMPACT REVIEW APPLICATION FOR A PLANNED DEVELOPMENT

**TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE:** that on July 26, 2021 at or about the hour of 6:00 p.m., a public hearing will be conducted by the City of Salida Planning Commission at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: https://attendee.gotowebinar.com/rt/1909092342220683277.

The applicant, Chaffee County Government, is requesting Major Impact Review approval for a Planned Development Overlay (PD) on their property located at 104 Crestone Avenue. The property is located within the Single-family Residential (R-1) zone district and the applicant would like the Planned Development Overlay to closely align with the Commercial (C-1) zone district standards and Use Table.

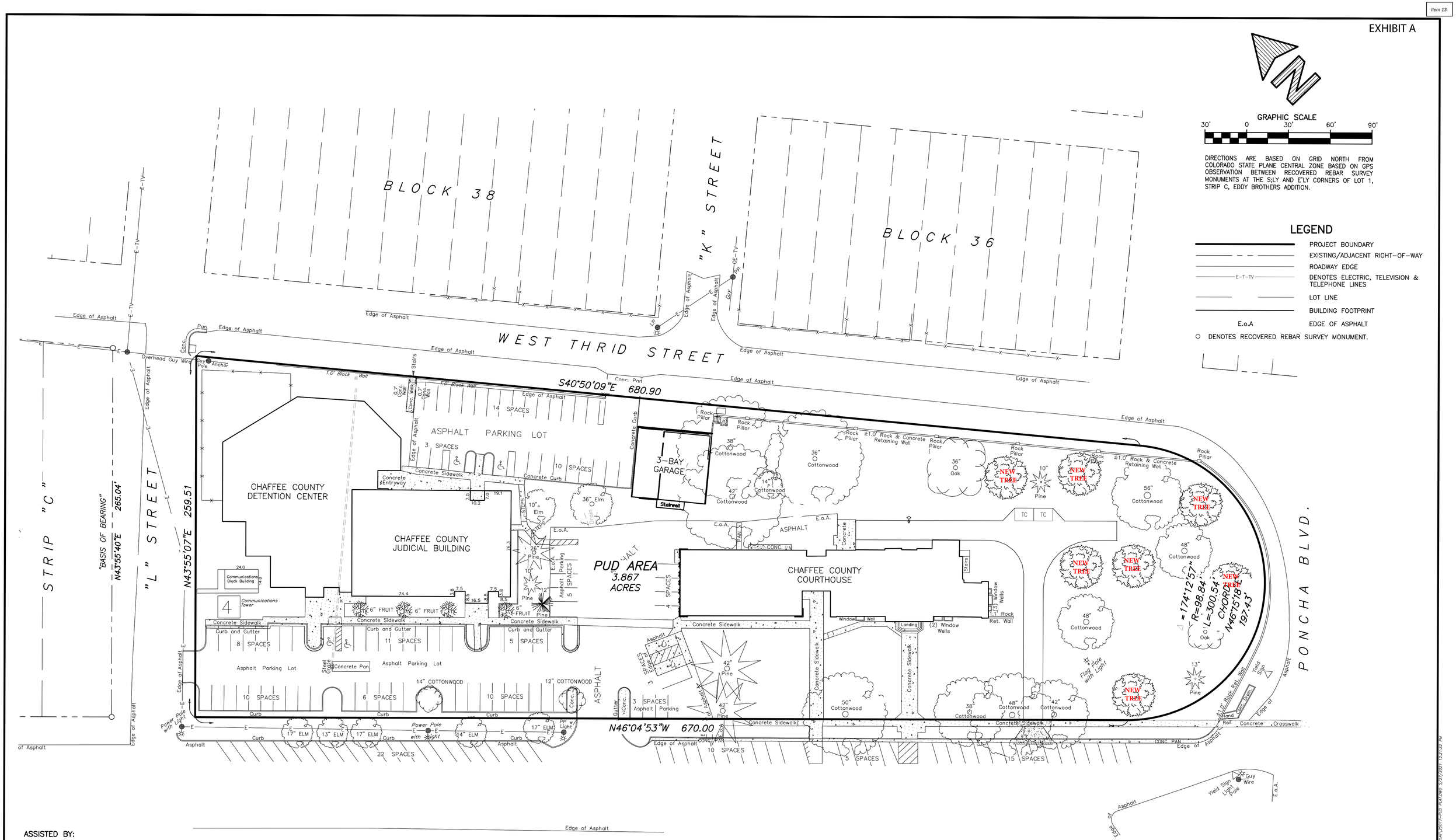
Any recommendation by the Planning Commission for the Planned Development Overlay shall be forwarded to the City Council for review and a public hearing, currently scheduled for September 7, 2021, at or about the hour of 6:00 p.m. at City Council Chambers and online at the following link: https://attendee.gotowebinar.com/register/6382995264411204366.

Interested persons are encouraged to attend the public hearings. Further information on the application may be obtained from the Community Development Department, (719) 530-2626.

*Please note that it is inappropriate to personally contact individual City Councilors or Planning Commissioners, outside of the public hearing, while an application is pending. Such contact is considered ex parte communication and will have to be disclosed as part of the public hearings on the matter. If you have any questions/comments, you should email or write a letter to staff, or present your concerns at the public meeting via the above GoToWebinar link so your comments can be made part of the record.

Published in The Mountain Mail July 9, 2021

EXHIBIT A




ASSISTED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

525 D STREET
SALIDA, CO 81201
PH: 719-539-1675

918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

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

**OWNER:**
CHAFFEE COUNTY
PO BOX 699
CITY, STATE
PH: (719) 5305566

## SHEET 2 OF 2

**COUNTY COURTHOUSE P.U.D.**
IN LOTS 1A & 1R, HEART OF THE ROCKIES MEDICAL CAMPUS
SALIDA, CO CITY OF SALIDA COLORADO

Job Number: PROJ. NO.
TPC FILE: J-05-081
DRAWN BY: TLV
CHECKED: MKH
Fld. book: S309, Pgs. 8-16 DC 15C3

HENDERSON LAND SURVEYING CO., INC.
203 G STREET SALIDA, COLORADO

| DATE: | DRAWING NO. |
|---|---|
| MAY. 2021 | X-XX-XX |

City Of SALIDA

HEART OF THE ROCKIES

October 6, 2020

Bob Christiansen
Chaffee County Administrator
104 Crestone Ave
Salida, Colorado 81201

RE: Administrative Review Decision – 104 Crestone Avenue Rear Drive Lane & Landscape Plan

Dear Bob,

The intent of this letter is to notify you of the administrative review decision regarding the proposed rear drive lane and landscape plan for 104 Crestone Avenue/Chaffee County Administration Building. After reviewing your application, all necessary materials have been submitted for this to be a complete application. The requirement for administrative review is per the conditions of approval for requested variances reviewed and approved on July 27th, 2020 as stated and discussed below:

1. Prior to construction of the drive lane, the applicant shall submit construction plans to City staff for administrative review.

   *Construction plans have been submitted and are included in the file. This condition is met.*

2. Prior to submittal, the applicant shall investigate alternatives to paving the drive lane, such as heavy-duty porous pavers, "grass-crete," or other materials such as asphalt that will blend in with the surrounding green space.

   *The applicant notes in a supplemental memo dated 10/6/2020 (included in the file) that they intend to use geotextile fabric as a base to help protect the two trees at the drive lane entrance. They also describe the choice to use asphalt over other permeable options due to cost, availability, maintenance attributes, and load dispersal, among other rationale. This condition is met.*

3. The access drive lane shall not be for use by the general public, nor shall it be used for the storage of vehicles. The applicant shall sign the drive with "No Parking."

   *The applicant notes that they will install signs that say no public access and no parking. This condition is met.*

4. The applicant shall make a good-faith effort to protect other nearby trees by installing root zone protection fencing as part of the access lane construction process.

   *The landscape plans indicate that root zone protection fencing will be installed around all trees in the vicinity of construction, per the requirement. This condition is met.*

5. The applicant shall plant and maintain, within the green space, two new trees for every tree that needs to be removed as part of the proposed development and related tree assessment report. A landscape plan for the site, prepared by a certified landscape architect shall accompany the plans submitted to City staff for review.

   *The landscape plan, prepared by Evan W. Brady, PLA/ASLA with Mountain Aspect Landscape Architecture, LLC indicates that three trees will be purposefully removed as part of the project. The plan prescribes the planting of a total of seven new minimum 2-inch deciduous trees within the green space of the subject property. This condition is met.*

448 E. FIRST STREET • SUITE 112 • SALIDA, COLORADO 81201
PH: 719.539.4555 • FX: 719.539.5271

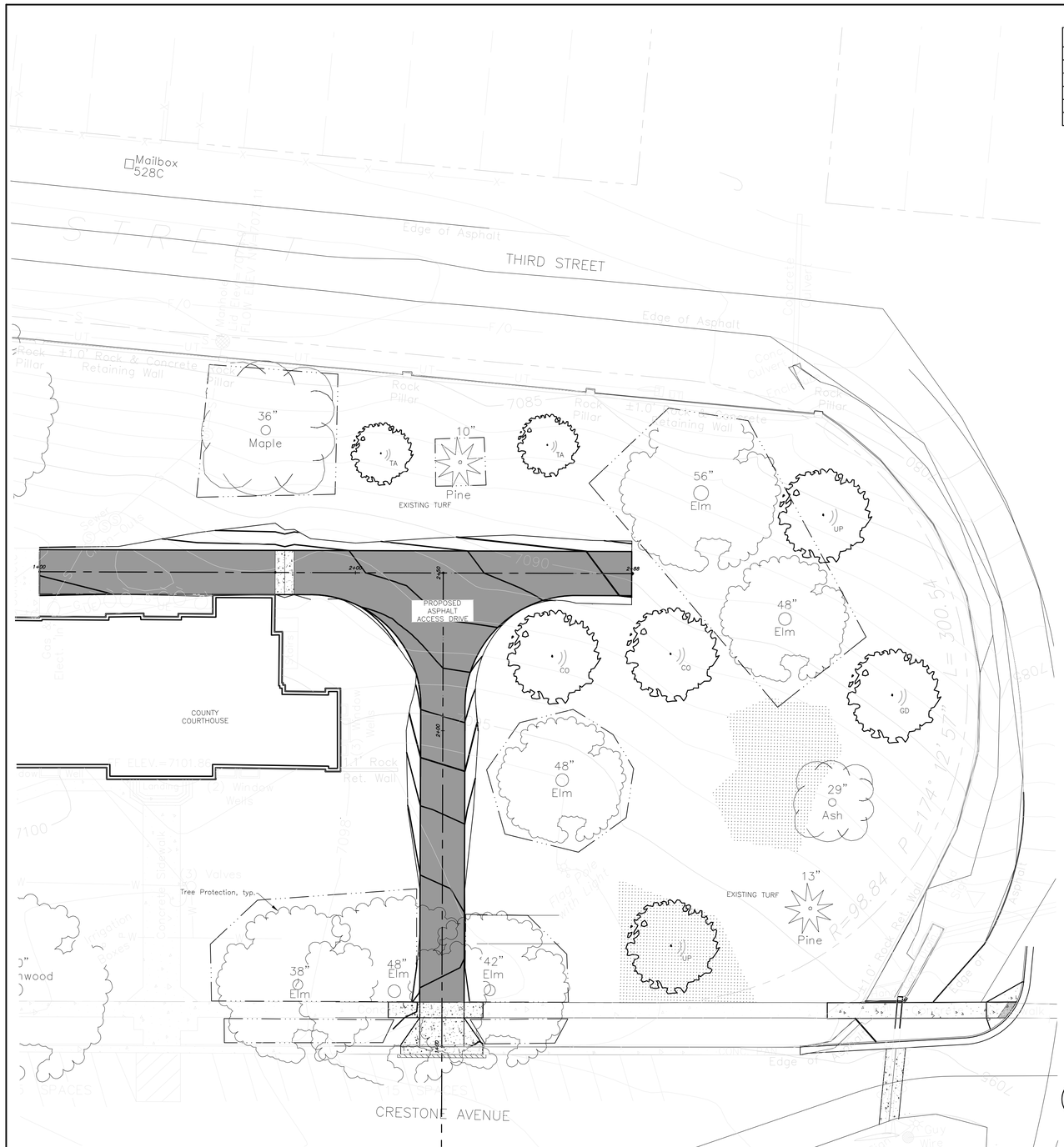
The application demonstrates that the proposed rear drive lane and landscape plan will satisfy the above conditions, and therefore the administrator has **APPROVED** your application.

The applicant is reminded that any work within City right-of-way will require a street cut permit and is encouraged to contact Public Works at 719-539-6257. Please do not hesitate to contact me regarding any additional questions: (719) 530-2634 or bill.almquist@cityofsalida.com.

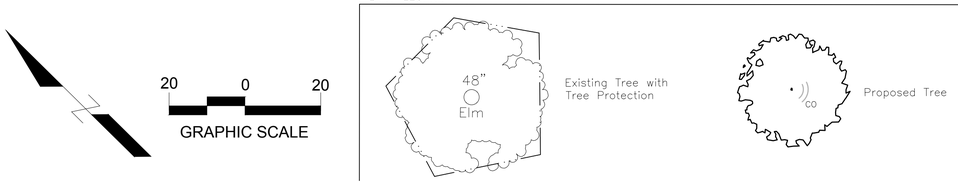
Sincerely,

Bill Almquist
Planner

CC: Joe Deluca – Crabtree Group, Inc.

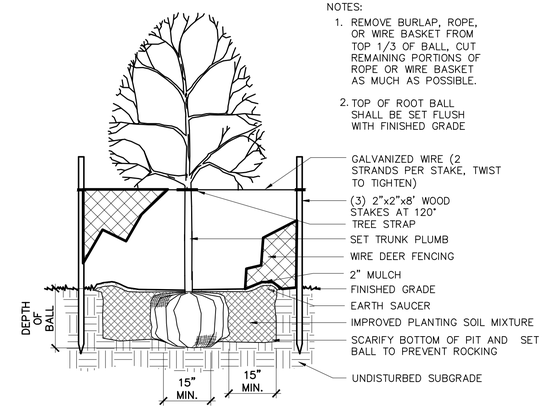



PLANT LEGEND

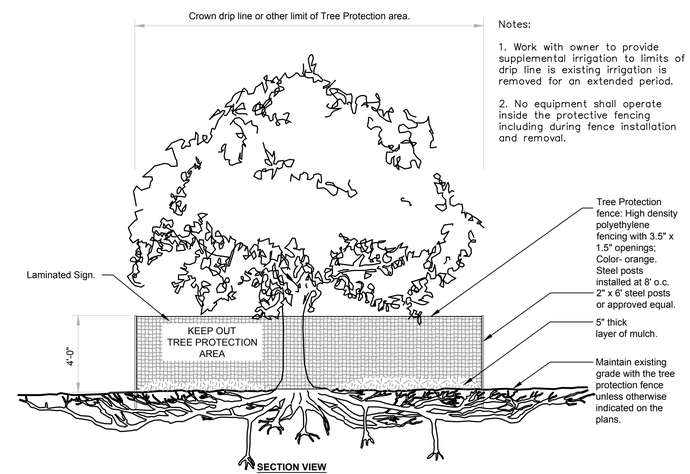



## Chaffee County Courthouse Access Drive Plant Schedule

| Key | Botanical Name | Common Name | Quantity | Size | Root | Spacing | Cultivar |
|---|---|---|---|---|---|---|---|
| | | **Deciduous Trees** | | | | | |
| CO | Celtis occidentalis | Common Hackberry | 2 | 2" | B&B | As Shown | |
| GD | Gymnocladus dioicus | Kentucky Coffeetree | 1 | 2" | B&B | As Shown | 'Espresso' |
| TA | Tilia americana | American Linden | 2 | 2" | B&B | As Shown | |
| UP | Ulmus americana 'Princeton' | Princeton Elm | 2 | 2" | B&B | As Shown | 'Princeton' |




1 DECIDUOUS TREE PLANTING WITH VERTICAL STAKE
Scale: 1/2" = 1'-0"




Notes:

1. Work with owner to provide supplemental irrigation to limits of drip line is existing irrigation is removed for an extended period.

2. No equipment shall operate inside the protective fencing including during fence installation and removal.

2 TREE PROTECTION
Scale: NTS

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

GENERAL NOTES:

1. Base plan provided by Crabtree Group, Salida, CO. Contractor to field verify all existing conditions and measurements prior to beginning work. Any discrepancies between these contract documents and existing conditions shall be brought to the attention of the Landscape Architect immediately. Landscape Architect is not responsible for errors or omissions related to preparation or documentation of survey.

2. Contractor is responsible for determining means and methods of construction. These drawings may indicate a limit of proposed improvements, limit of site demolition, etc for delineation of expected site disturbance. However, final impact shall be determined in the field. Should the limits of disturbance exceed those shown within these construction documents, the Landscape Architect should be contacted for resolution.

3. Contractor is responsible for repairing all site areas disturbed by construction outside of limit lines defined on drawings to a state better than or equal to those conditions existing prior to commencement of construction at no additional cost to owner.

4. Contractor is responsible for maintaining a complete, up-to-date set of drawings and specifications at the construction site at all times.

PLANTING NOTES:

1. Contractor shall be responsible for becoming aware of all related existing conditions, pipes and structures, etc. prior to bidding and construction.

2. See details for planting methods, requirements, materials, execution and protection.

3. Plant names may be abbreviated on drawings. Refer to plant schedule and legend for symbols, common and botanical names, cultivars, sizes and other remarks.

4. If provided, plant quantities are for information only. Contractor is responsible to do their own quantity takeoffs for all plant material and sizes shown on the drawings.

5. Contractor is responsible to 'restore' all areas of the site and adjacent areas, where disturbed, to a condition that meets or exceeds conditions prior to disturbance.

6. Contractor shall coordinate with Chaffee County Maintenance Department to identify and relocate irrigation lines impacted by construction. Ensure newly planted material receives adequate water.

PLANT PROTECTION AND REMOVAL NOTES:

1. Plant symbols as indicated on drawings do not indicate actual driplines. Contractor shall verify in field prior to start of construction. Plant protection fencing shall be placed outside of edge of actual dripline or as directed by Landscape Architect in field.

2. Protection fencing shall be maintained throughout construction unless otherwise directed by Landscape Architect.

3. Trees indicated for removal shall be completely removed including stumps and roots and filling of depressions with suitable soil fill.

SITE LAYOUT NOTES:

1. Layout and verify dimensions prior to construction. Bring discrepancies to the attention of the Landscape Architect for clarification.

Sheet Title: Planting Plan
Scale: 1"=20'-0"
Date: 9/24/20
Drawn By: EWB
File: 20.06 L.002.dwg
Job Number: 20.06

- ○ Preliminary Drawing - Not For Construction.
- ● Bid Set
- ○ For Construction
- ○ As Built

Revisions
Date: By:

*Tree Protection and Planting Plan*

Chaffee County Courthouse Access Drive
104 Crestone Avenue
Salida, CO 81201

Mountain Aspect
LANDSCAPE ARCHITECTURE
• Landscape Design
• Site Planning

Mountain Aspect Landscape Architecture, LLC
PO Box 1572
Salida, CO
719-239-1506
www.mountainaspect.com

EVAN WATERS BRADY
9840
Registered Landscape Architect
8/24/2012
STATE OF COLORADO

SHEET
L100

# GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

## 1. TYPE OF APPLICATION (Check-off as appropriate)

- ☐ Annexation
- ☐ Pre-Annexation Agreement
- ☐ Variance
- ☐ Appeal Application
- ☐ Certificate of Approval
- ☐ Creative Sign Permit
- ☐ Historic Landmark/District
- ☐ License to Encroach
- ☐ Text Amendment to Land Use Code
- ☐ Watershed Protection Permit
- ☐ Conditional Use
- ☐ Administrative Review: (Type)_____
- ☐ Limited Impact Review: (Type)_____
- ☑ Major Impact Review: (Type) Planned Development
- ☐ Other:_____

## 2. GENERAL DATA (To be completed by the applicant)

### A. Applicant Information

Name of Applicant: Chaffee County Government

Mailing Address: PO Box 699, Salida, CO 81201

Telephone Number: 719-539-5560 FAX: _____

Email Address: bchristianse@chaffeecounty.org

Power of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

### B. Site Data

Name of Development: Chaffee County Campus

Street Address: 104 Crestone Avenue

Legal Description: Lot_____ Block _____ Subdivision_____ (attach description)

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent Joseph H. DeLuca "Crabtree Group, Inc." Date 5/26/21

Signature of property owner - Greg Felt Date 5/27/21

# LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

*An application is meant to highlight the requirements and procedures of the Land Use Code. With any development application, it is the responsibility of the applicant to read, understand, and follow all of the provisions of the Land Use Code.*

## 1. PROCEDURE (Section 16-3-80)

**A. Development Process** (City Code Section 16-3-50) Any application for approval of a development permit shall include a written list of information which shall constitute the applicant's development plan, which shall be that information necessary to determine whether the proposed development complies with this Code. The development plan shall include the following, as further specified for each level of review on the pre-application checklist:

1. Pre-Application Conference (Limited Impact and Major Impact Review Applications)
2. Submit Application
4. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
5. Public Notice
6. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
7. Public Notice
8. Hearing Conducted by City Council (Major Impact Review)

☑ **B. Application Contents** (City Code Section (16-3-50)

[x] 1. A General Development Agreement completed.

[x] 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;

[x] 3. A brief written description of the proposed development signed by the applicant;

[x] 4. Special Fee and Cost Reimbursement Agreement completed.

[x] 5. Public Notice.

a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.

b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.

c) Applicant is responsible for posting the property and submittal of notarized affidavits for proof of posting the public notice.

☐ 7. Developments involving construction shall provide the following information:

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:

a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;

b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;

c. Parking spaces;

d. Utility distribution systems, utility lines, and utility easements;

e. Drainage improvements and drainage easements;

f. Roads, alleys, curbs, curb cuts and other access improvements;

g. Any other improvements;

h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and

i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.

(ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:

a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;

b. Plans and profiles for sanitary and storm sewers; and

c. Profiles for municipal water lines; and

d. Street plans and profiles.

(iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a) (3).

☒ 8. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-190 ) or zoning variance (Sec. 16-4-180);

☐ 9. Any subdivision request including a plat meeting the requirements of Section 16-6-110;

☐ 10. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

(i) A tabular summary of the development proposal, which identifies the total proposed development area in acres, with a breakdown of the percentages and amounts devoted to specific land uses; total number and type of proposed residential units; total number of square feet of proposed nonresidential space; number of proposed lots; and sufficient information to demonstrate that the plat conforms with all applicable dimensional standards and off-street parking requirements.

(ii) A description of those soil characteristics of the site which would have a significant influence on the proposed use of the land, with supporting soil maps, soil logs and classifications sufficient to enable evaluation of soil suitability for development purposes. Data furnished by the USDA Natural Resource Conservation Service or a licensed engineer shall be used. The data shall include the shrink/swell potential of the soils, the groundwater levels and the resulting foundation requirements. Additional data may be required by the City if deemed to be warranted due to unusual site conditions.

(iii) A report on the geologic characteristics of the area, including any potential natural or man-made hazards which would have a significant influence on the proposed use of the land, including but not limited to hazards from steep or unstable slopes, rockfall, faults, ground subsidence or radiation, a determination of what effect such factors would have, and proposed corrective or protective measures.

(iv) Engineering specifications for any improvements.

(v) A plan for erosion and sediment control, stabilization and revegetation.

(vi) A traffic analysis prepared by a qualified expert, including projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of a proposed development on surrounding City streets and to evaluate the need for road improvements to be made.

(vii) A storm drainage analysis consisting of the following:

(a) A layout map (which may be combined with the topographic map) showing the method of moving storm sewer water through the subdivision shall be provided. The map shall also show runoff concentrations in acres of drainage area on each street entering each intersection. Flow arrows shall clearly show the complete runoff flow pattern at each intersection. The location, size and grades of culverts, drain inlets and storm drainage sewers shall be shown, as applicable.

(b) The applicant shall demonstrate the adequacy of drainage outlets by plan, cross-section and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.

(c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.

(viii) Evidence of adequate water supply and sanitary sewer service - Data addressing the population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of

gallons of water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.

(ix) An analysis shall be submitted addressing how water for domestic use and for fire flows is to be provided, along with the collection and treatment of sewage generated by the property to be subdivided.

(x) A statement shall be submitted addressing the quantity, quality and availability of any water that is attached to the land.

(xi) A preliminary estimate of the cost of all required public improvements, tentative development schedule (with development phases identified), proposed or existing covenants and proposed maintenance and performance guarantees. The applicant shall submit, at least in summary or outline form, any agreements as may be required by Section 16-2-70, relating to improvements and dedications.

(xii) If intending to use solar design in the development, include a description of the steps that have been taken to protect and enhance the use of solar energy in the proposed subdivision. This shall include how the streets and lots have been laid out and how the buildings will be sited to enhance solar energy usage.

(xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainage ways near or affecting the property being subdivided. If any portion of a one-hundred-year floodplain is located on the property, the applicant shall also identify the floodway and floodway fringe area. The applicant shall also describe the steps that will be taken to ensure that development locating in the floodway fringe area is accomplished in a manner which meets Federal Insurance Administration standards.

(xiv) If applicable, a report shall be submitted on the location of wetlands, as defined by the U.S. Army Corp of Engineers, on or affecting the property being subdivided. The report shall outline the development techniques planned to ensure compliance with federal, state and local regulations.

(xv) A landscape plan, meeting the specifications of Section 16-8-90.

(xvi) If applicable, a description of how the proposal will comply with the standards of any of the overlays.

(xvii) A site plan for parks, trails and/or open space meeting the requirements of Section 16-6-110 below. If an alternate site dedication or fee in lieu of dedication is proposed, detailed information about the proposal shall be submitted.

(xviii) All development and subdivision naming shall be subject to approval by the City. No development or subdivision name shall be used which will duplicate or be confused with the name of any existing street or development in the City or the County;

☐ 11. An access permit from the Colorado Department of Transportation; and

☐ 12. A plan for locations and specifications of street lights, signs and traffic control devices.

## 2. REVIEW STANDARDS (If necessary, attach additional sheets)

The application for Limited or Major Impact Review shall comply with the following standards.

1. **Consistency with Comprehensive Plan**. The use shall be consistent with the City's Comprehensive Plan.

2. **Conformance to Code**. The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

    a. Zoning District Standards. The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

    b. Site Development Standards. The parking, landscaping, sign and improvements standards.

3. **Use Appropriate and Compatible**. The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.

4. **Nuisance**. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and similar conditions.

5. **Facilities**. There shall be adequate public facilities in place to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies which the use would cause.

6. **Environment**. The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

JUNE 1, 2021

# CHAFFEE COUNTY GOVERNMENT CAMPUS

## PLANNED DEVELOPMENT APPLICATION

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# 1 EXECUTIVE SUMMARY

This is a Planned Development application for the Chaffee County Government Campus Facility located at 104 Crestone Avenue.

The purpose of this application is to correct a long-standing non-conforming use zoning issue with the facility dating back to the initial adoption of a zoning code when the property was zoned R1-Single Family Residential. The initial zoning occurred many years after the construction and historical use as a County Court, Administrative and Jail facility.

The Court House was completed in 1932. The intent and use of the property have not been properly zoned since initial zoning was adopted in modern times. There have been many updated and new versions of the City Land Use Code since the initial zoning, without this issue being corrected.

The codes over time have become more complex and restrictive creating numerous non-conformances. Thus, the facility has been a non-conforming use since the zoning was adopted, contrary to its 88 years of historical use as a Government Civic Institutional Facility.

The purpose of the Planned Development Application is to remove the non-conforming use designation until such time as the new City Land Use Code is developed and adopted creating a zone for Civic Institutional facilities. The Planned Development will also allow the submission of a site plan and building permit for a planned 2022 facility annex expansion without the limitations of the current R1- Single Family Residential.

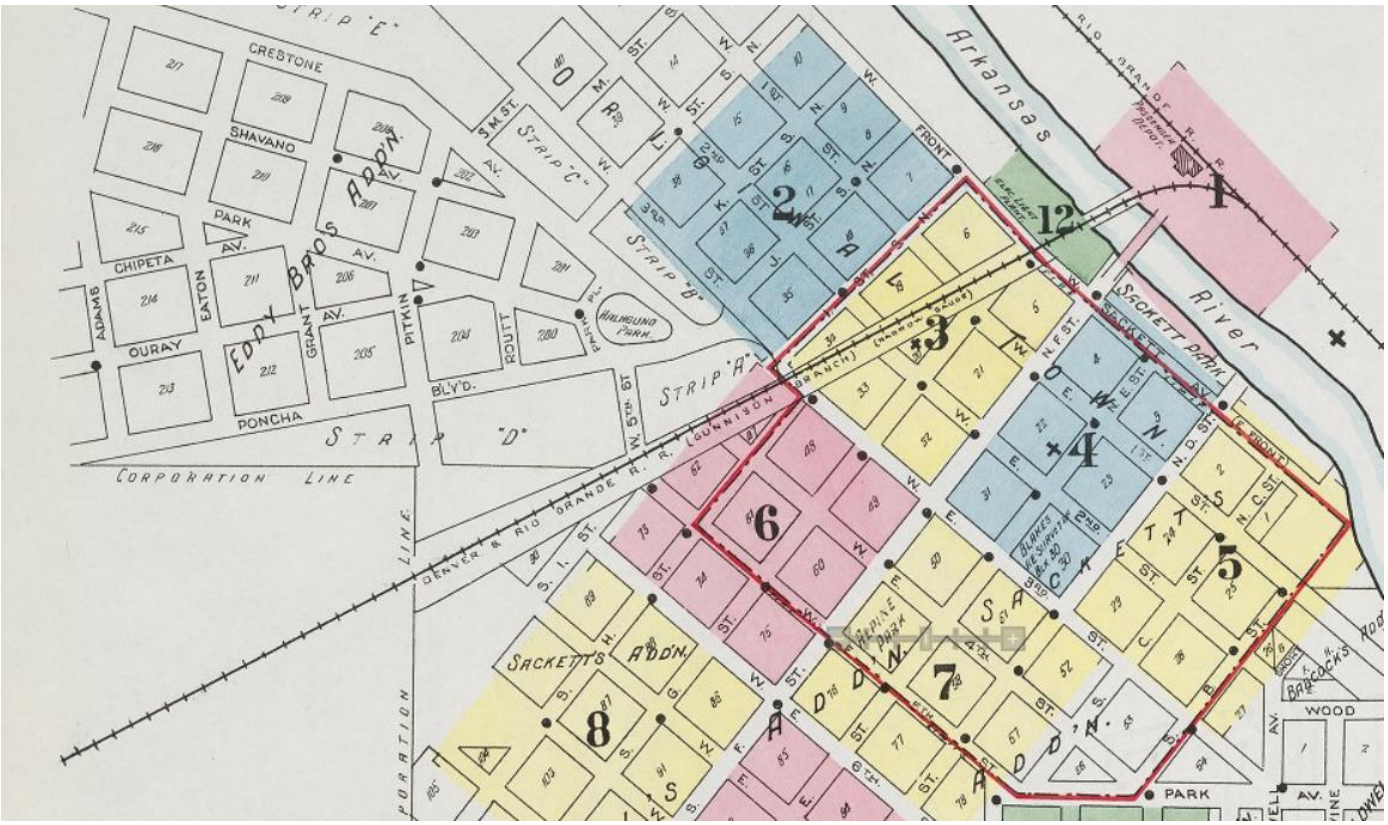
# 2 SITE HISTORY

The original Courthouse constructed in 1932 is Art Deco, the architect was Walter DeMordaunt. The original building housed the courts, county administration and jail and sheriff's living quarters in the basement. The building is a three-story structure with a third-floor height of 50 feet.

**Salida, Built 1932, Arch- Walter DeMordaunt, Contr- Raylines Post 64 American Legion.**
Image 6 of 12

CLOSE ✕

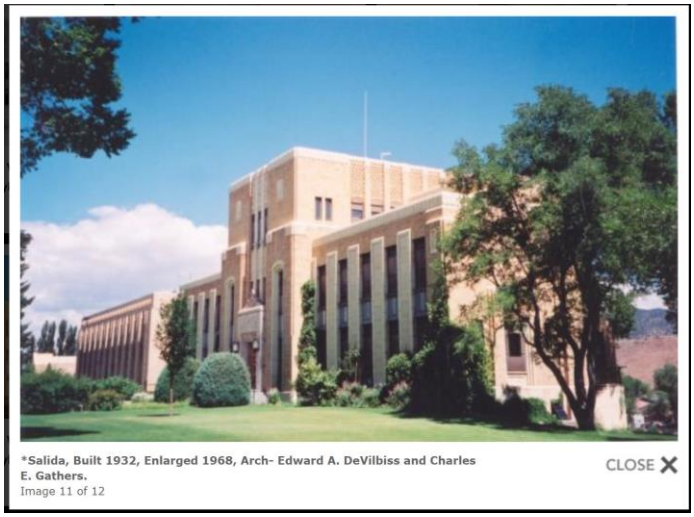
The 1914 Sanborn map shows the Eddy Bros Addition as undeveloped in 1914 as no coloring for building types is shown. Most of the area was cow pasture at the time. The plat map shows the existing County property as Strip "B".




**1914 Sanborn Map**

There have been three major additions to the facility all approved by the City since the initial construction in 1932.

In 1968 an addition was added to the north side of original building and included a larger court hearing room, jail, and additional administrative space for the Board of Commissioners. The addition was designed by Edward A Devibiss and Charles E. Gathers. Prior to this addition, the jail was in the basement. The Court and County Board of Commissioners shared the meeting room with the court.




In 1991, the Judicial Facility was added as a separate building and the court and court offices were moved from the main facility, social services and probation occupied the basement until they were moved to the Touber Building. The architects were Petersilie-Keys. The County is required by State Statute to provide Court and Jail facilities.

**Salida, Judicial Facility, Built 1991, Arch- Petersilie-Keys- Arch., Contr- Geller Constr. Services**
Image 12 of 12

CLOSE ✕

In 2002, a new jail was constructed attached to the Judicial Facility, the Architect was Blythe Group.

Subsequently, the old jail in the 1968 annex was remodeled to house the Building department, Planning department and District Attorney's office. When the Touber Building was completed, Social Services moved to the building and the sheriff and probation occupied the basement of the Court facility.

# 3 PLANNED DEVELOPMENT APPLICATION

Chaffee County Government intends to construct a new addition to the current facilities to accommodate the demand for services due to the population growth in the County in 2021 with a completion date in 2022. This Planned Development Application is to prepare for the submission of a Site Plan and Building Permit for the new addition construction in 2021-22 and to remove the existing facility from a non-conformance condition. In discussions with City Staff, it was determined that a Planned Development zoning overlay is the best approach in preparation for the new annex project. It was also discussed that the planned development can act as a template for adding a new zoning category in the upcoming land use code update for Civic Institutional sites such as government administrative buildings such as the County Campus and the joint County/City Touber Building. Schools, churches, and other institutions could also fit into the Civic Category.

# 4 PROPOSED PLANNED DEVELOPMENT

**PLANNED DEVELOPMENT TITLE: Chaffee County Government Campus Planned Development**

**PLANNED DEVELOPMENT INTENDED USE: County Government Campus**

**SIMILAR USE: Touber Building, City of Salida & Chaffee County, C1 Zone.**

**AREA OF PLANNED DEVELOPMENT [EXISTING CAMPUS]: 3.87 Acres**

**ADJOINING STREETS:**

- **East Crestone Avenue**
- **I Street**
- **3rd Street**
- **Poncha Blvd.**

**ADJOINING CIVIC SPACES: Thonoff Park**

**ADJOINING PROPERTIES: None**

**HISTORICAL AND CURRENT USE: Chaffee County Government Campus**

**EXISTING BUILDINGS ON CAMPUS:**

- **Administrative Building**
- **Chaffee County Courts Building**
- **Chaffee County Dispatch and Jail Building**
- **State Patrol Communications Building & Tower**
- **EMS Garage.**

**FUTURE CAMPUS EXPANSION [Site approval submittal after planned development]**

- **Administration Annex to current Administration Building, two story with walk out basement, height 34 feet to top of parapet wall .**
- **Demolish EMS Garage**

## 4.1 JUSTIFICATION FOR A PLANNED DEVELOPMENT

Due to these highlighted sections of the land use code, any expansion on the campus would not be allowed without a significant number of variances. To deny an expansion on the campus would eliminate the most environmentally sound alternative and the most efficient service alternative for the County's citizens.

- Section 16-4-160 Non-conformities states: (a) Intent. Within the City there exist uses, structures and lots which were lawfully established pursuant to the zoning and building regulations in effect at the time of their development which do not now conform to the provisions of this Chapter. It is the intent of the City to permit these nonconformities to continue, but not to allow them to be enlarged or expanded, so as to preserve the integrity of the zone districts and the other provisions of this Chapter. (b) Continuation of nonconforming use. Uses of a nonconforming building or structure may be continued subject to the following conditions:
    - (1) Use of a nonconforming building or structure shall not be expanded, altered, enlarged, or relocated, except as permitted in Section 16-4-160(c) below.
    - (2) Whenever a nonconforming building or structure has been damaged by fire or other cause to the extent of more than eighty percent (80%) of its replacement cost, as determined by the Administrator, it shall only be reconstructed in compliance with the provisions of this Chapter.
    - (3) Nonconforming buildings may be repaired and maintained.
    - (4) A nonconforming structure shall not be moved to another location unless it shall thereafter conform to the provisions of the zone district into which it is moved.
    - (c) Additions to nonconforming building or structure.
        - (1) A nonconforming structure may be extended or altered in a manner that does not increase its nonconformity.
        - (2) An extension to a nonconforming structure may be permitted by the Administrator to comply with the provisions of the Americans With Disabilities Act (ADA), provided that it is demonstrated that the only way to comply with the Act would be through an extension which increases the structure's nonconformity, and that the extension is the minimum necessary to comply with the Act.
    - (d) Discontinuation, damage, or destruction. A nonconforming building, premises, land, property, or use shall be required to come into conformity with all applicable requirements of this Code if any of the following occur:
        - (1) The nonconforming use ceases for a period of one (1) year or more.
        - (2) Except as otherwise specifically permitted by this Code, a nonconforming building, premises, land, property, or use is enlarged, altered, or expanded.
        - (3) A nonconforming building, premises, land, property, or use is changed to a conforming building, premises, land, property, or use.
        - (4) A nonconforming building, premises, land, or property which is destroyed in any manner, or is damaged in any manner not at the fault of the property owner, the building, premises, land, property, or use may be restored to its original condition,

provided that such restoration shall be started within six (6) months and shall be completed within twenty-four (24) months of the event of said damage or destruction.

## 4.2 PD DEVELOPMENT PLAN

Section 16-7-40(a) No land shall be designated PD without a PD Development Plan. The PD Development Plan submitted with this application is the existing County Campus condition (surveyed by a licensed surveyor Exhibit A). The annex will be submitted as a site plan application Exhibit B. The development plan is the surveyed existing campus with the future annex addition shown in Appendix A.

Section 16-7-40 (b) The PD development plan shall meet the following criteria: (these tables will be on the recorded Planned Development Plat.

1. Minimum Dimensional standards, **the dimensional standards are equal to or more restrictive than the C1 zone where the Touber Building is located as shown in the table below: (the final PD tables will not show C1. C1 is shown here for a comparison of a similar zone standard.**

## Table 1 – Dimensional Standards

| CCGFC Table 16-F Schedule of Dimensional Standards | | | |
|---|---|---|---|
| **Dimensional Standard** | **CCGFC-PD** | **C1** | **R1** |
| Min. lot size (sq. ft.) | N/A | 5,625 | 7,500 |
| Density (Min. lot sq. footage per principal dwelling unit) | N/A | 2,800 | 3,750 |
| Min lot size (sq. ft.)—attached units | N/A | 2,800 | NA |
| Min. lot frontage | N/A | 38 | 50 |
| Min. lot frontage—attached units | N/A | 20 | NA |
| Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) | 50% | 60% | 35% |
| Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) 5 | 40% | 60% | 10% |
| Min. landscape area | 20% | 10% | 55% |
| Min. setback from side lot line for a primary bldg. | 10' | 5' | 8' |
| Min. setback from side lot line for a detached accessory bldg. | 5' | 5' | 5' |
| Min. setback from rear lot line: principal bldg. | 10' | 10' | 30' |
| Min. setback from rear lot line: accessory bldg. | 5' | 5' | 5' |
| Min. setback from front lot line | 15' | 15' | 30' |
| Max. building height for a primary bldg. | 54 | 35', 54' | 35' |
| Max. building height for a detached accessory bldg. | 25' | 25' | 25' |
| 1. Multiple principle buildings allowed on campus, jail, court, admin building | | | |
| 2. Height shall be measured from Crestone frontage finished floor level to top of parapet walls | | | |
| 3. Maximum Height is based on institutional height in C1 District & Historic Courthouse Height | | | |
| 4. C1 zone & R1 is shown for comparison only to Touber Bldg. and will be removed for final PD | | | |
| 5. New Annex Height is 34 feet to top of parapet wall, not including mech. equipment (info only) | | | |

| CCGFC Table 16-D Schedule of Uses | |
|---|---|
| N = Not Permitted | |
| P= Permitted | |
| AC = Administrative | |
| C = Conditional Use | |
| AR = Administrative Review | |
| LR = Limited Impact Review | |
| MR = Major Impact Review | |
| **Public Institutional Uses** | |
| County Government Administrative Offices | P |
| State Government Adminstrative Offices | P |
| Public Health Facilities | P |
| Civil Defense & Emergency Management Facilities | P |
| Law Enforcement and Jail Facilities | P |
| Court Facilities | P |
| Communication and Communication Tower Facilities | A |
| Non-profit offices | P |
| Public Meeting Rooms | P |
| Emergency Shelter Facilities | P |
| Voting Center, Drop boxes, Temporary Tents & Drive up | P |
| On-site Maintenance Facilities | P |
| Temporary Health and Emergency Shelters | P |
| Emergency Generators | P |
| Security Fences, Devices and Barriers | A |
| Outdoor break areas | P |
| Commercial Kitchens & Cafeteria | P |
| Security Cameras & Dark Sky outdoor security lighting | P |

**Table 2 – Schedule of Uses**

| CCGFC Table 16-J Off & On Street Parking Standards | |
|---|---|
| **Public Institutional Uses** | **CCGFC-PD** |
| Government Administration Facilities | 1 space per 400 s.f. |
| Jail Inmate floor area | 1 space per employee |
| Court Building | 1 space per 400 s.f. |
| 911 Facilities | 1 space per employee |
| 1. 86 On street parking spaces on Crestone Ave. and around the park shall count toward parking req. | |
| 2. Parallel parking on the west side of third street shall count toward parking req. if design is administratively approved for future parking needs. | |
| 3. Jail inmate floor area and 911 floor area shall not require parking except for employees. | |

**Table 3 – Parking Standards**

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## Sec. 16-7-40. - PD Development Plan evaluation criteria; general requirements

1. Trails. Reasonable effort must be made to connect to nearby recreational trails. There is an existing and planned pedestrian connection to the Monarch Spur Trail. **There is no other identified trail need in the comprehensive or trail plans.**
2. Ownership and Maintenance. No PD shall be approved unless the City Council is satisfied the owner has provided for or established an adequate organization for ownership and maintenance of the open space, private roads, drives, parking, and other common assets to ensure maintenance. **The County has shown the organization and maintenance since 1932 for the site, as a Governmental Entity this is not an issue.**
3. Water and Sewer. The developer shall provide municipal water and sewer facilities within the PD. **The County improved the municipal water looping in the neighborhood when the jail was constructed in 2002. There are no identified improvements to water and sewer required.**
4. Residential Density: **This does not apply to this PD as there is no residential.**
5. Relationship to the subdivision regulations: **This does not apply as there is no subdivision of land.**
6. Improvements Standards: The PD may deviate from the design standards for width and surfacing of streets, public ways, public utility rights of ways, curbs, and other standards only if the reasons are well documented. **The only deviation requested is for counting on street parking for the parking requirements. This was suggested by citizens and the City of Salida as a method to preserve the green space on the east side of the property. The on street parking has been expanded and the City of Salida is in the process of a traffic and pedestrian safety project for East Crestone Avenue and Poncha Blvd.**
7. The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in:
    a. Averse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas, or scale that is disproportionate to surrounding development. **The original 1932 courthouse was constructed prior to much of the surrounding development and has existed since its original construction at 50 feet. The future annex is planned at 34 feet which is below the existing R1 zoning height limit. Therefore, it is clear there is no adverse visual impact.**
8. Gross Building Floor Area: The gross building floor area of uses other than residential may be limited by the city council upon consideration of the overall development plan, individual characteristics of the subject land and other uses. **As this is a historic condition for which an existing non-conforming use is being corrected, this section should not apply.**

9. Transportation design: The PD shall provide interconnected transportation networks. **As the PD is in the existing City street grid, is pedestrian and bicycle accessible and connected to the nearby Monarch Spur Trail, the existing conditions meet this requirement.**
10. Development Standards: the PD may deviate from development standards only if the reasons for such deviations are well documented and are necessary for the objectives of the development. **The only deviation from the development standards is the on-site parking which has been explained in a previous section.**
11. The PD provides for design that is energy efficient and reduces the amount of energy consumption and demand of a typical development. **The co-location of the majority of County Departments and the close proximity to a large percentage of the County Citizens allows for pedestrian and bicycle access. It also reduces the vehicle miles traveled for departments to coordinate and have meetings by more than 90% due to the co-location on one site of the majority of the departments.**
12. Where residential is proposed, the PD shall provide for a variety of housing types. **Does not apply.**
13. The fiscal impacts of the PD have been satisfactorily addressed. **There are no fiscal impacts.**
14. Higher levels of amenities than would be achieved by using established zone districts. **The PD allows co-location of the majority of the departments in a location that provides the highest level of service with the lowest energy demand for transportation.**
15. There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements. **These have been covered above.**

## 4.3 NEW ANNEX JUSTIFICATION

The purpose for the new addition is to meet the needs of several of the County departments to serve the growing population of citizens and economy.

**County courts** are busier than ever, they need additional room to complete jury selection and will take over space in the judicial building basement for jury selection, storage and office space currently occupied by the Sheriff's department. The County is required to provide sufficient Court facilities by State Statute. The State has requested additional space.

**The Sheriff's department** workload also has grown with the population and requires additional space, they are currently housed in the basement of the judicial building. This location was intended as a temporary location for the sheriff's department when the Touber building was completed. The sheriff's department will be housed in the lower level of the new annex facility with an entrance off of 3rd street.

**The Building Department and Planning department** needs additional space to accommodate ever increasing building and development applications and will take over space currently occupied by the District Attorney's office which is adjacent to their existing space in the 1968 addition that was remodeled after the Jail construction.

**The District Attorney's office and Probation** (which is currently housed in the basement of the Judicial building) will be housed on the first floor of the new annex addition.

**The County BOCC** does not have the space to accommodate larger participation at public hearings and has used the County Fairgrounds at an increased rate to accommodate large meetings. The new annex addition will increase the County BOCC meeting chambers and will add an additional adjoining meeting room for community meetings with a sliding wall to accommodate very large public meetings.

**County administration and the County Attorney's** office has also grown with the demands of an increasing population, they will occupy the current BOCC meeting space which will be remodeled for offices.

The new addition will also include offices for **County Emergency Management** which is currently housed at the County Landfill. The new addition will include an emergency generator to ensure county government can operate in a power blackout. It will also provide a new secure room for the County servers and communication, which is currently housed in the basement of the Courthouse, which is susceptible to plumbing leaks and temperature variations.

The Annex site plan will also improve **ADA access** for the site with improved ADA parking and building and voting access.

**Future Location of New Administrative Annex East Crestone View**

**New Administrative Annex Rendering East Crestone View**

**Future Location of New Administrative Annex 3rd Street View**

**New Administrative Annex Rendering 3rd Street View**

## 4.4 ANALYSIS AND JUSTIFICATION FOR THE ANNEX LOCATION ON THE CAMPUS

### *4.4.1 ENVIRONMENTAL AND COMMUNITY SERVICE QUALITY CONSIDERATIONS*

Careful consideration has been given as to the best location for the expansion needs. Factors in the consideration were:

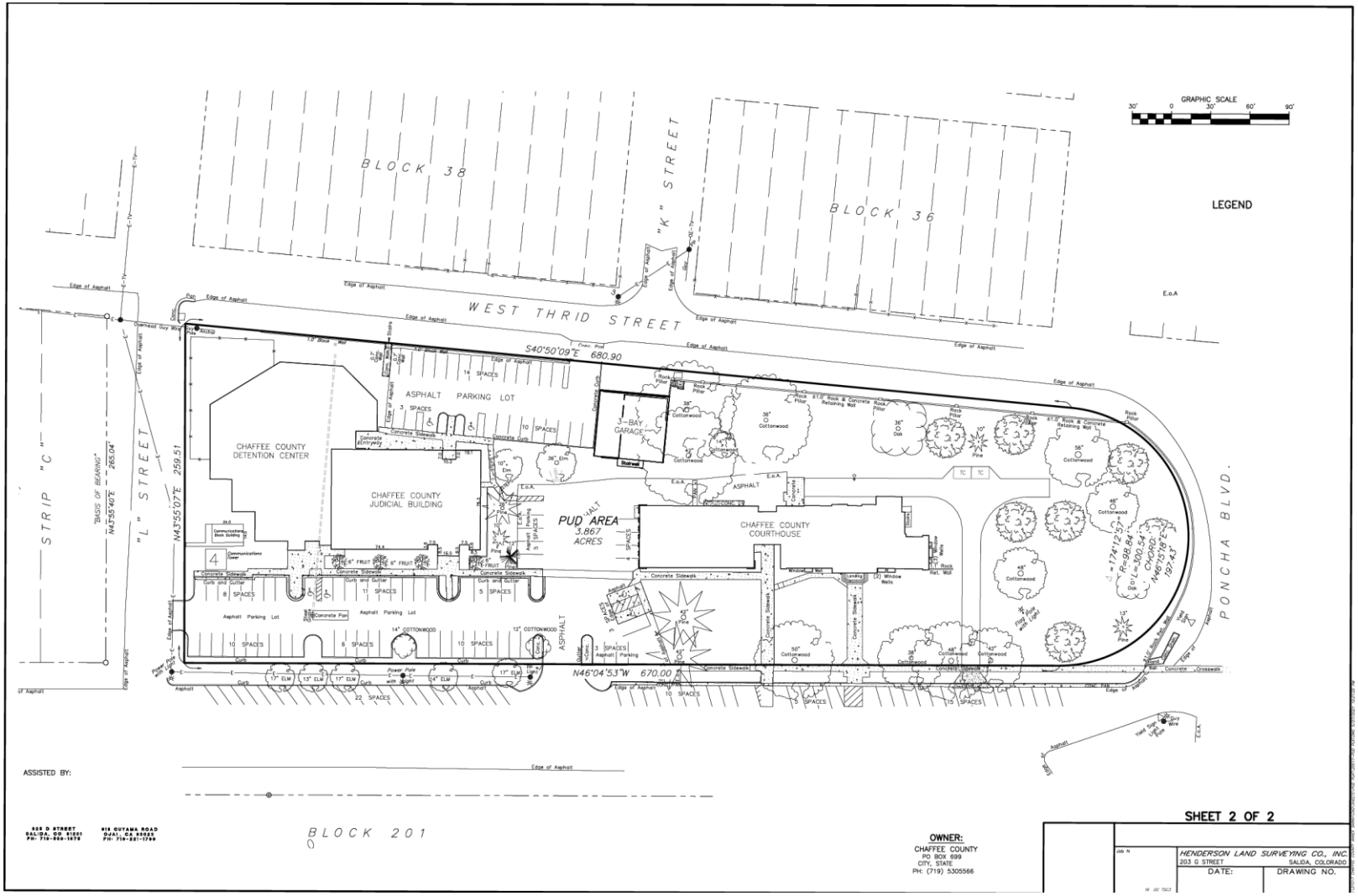
- Collaboration between Offices for efficiency and reduction in vehicle miles and travel time:
    - Need for close collaboration by County and Judicial offices. For example, the jail was built next to and adjoining the Court facility to eliminate the need to transport prisoners for safety and cost. The sheriff's office provides security for the jail and courts and provides testimony at trials and hearings. Emergency Dispatch is located in the jail and works closely as a sub-department of the Sheriff's office. The district attorney's office has grown, and its members are constantly required at court.
    - The County Clerk, County Assessor and County treasurer all collaborate on a daily basis related to property sales, assessment, and tax billing. All of these offices also collaborate with the building department and development services.
    - County administration collaborates with all the County offices mentioned above.
    - One facilities maintenance office can serve all of the departments. The telecommunications and computer services can be maintained with shared infrastructure on the site.
- Environmental impact of the required expanded facilities:
    - Constructing the new expansion on site eliminates the water, sewer, electric, gas and communications offsite infrastructure that would be required for a greenfield site.
    - The cost to the taxpayers is lower to build on site compared to a new offsite facility.
    - Vehicle miles traveled by employees and citizens is significantly reduced by using the current location. The site is walkable and bicycle accessible to a significant portion of the County population. Employees do not have to travel by vehicle to meetings with other departments.
    - Parking, emergency generator, computer servers, telecommunications and other infrastructure is shared rather than duplicated at several sites.
    - Parking requirements are reduced because citizens can visit multiple departments with one trip, eliminating redundant parking at several locations. Walk and bicycle trips also reduce the parking requirements. Utilizing existing City approved on-street parking also reduces on-site parking requirements that would be needed at an offsite facility.
- Service Efficiency
    - The site provides one stop service for many departments utilized by the citizens.
    - Voting access will be improved by the project.

- Vehicle miles traveled is reduces as citizens can walk and bike to the site and can complete business with more than one department for a vehicle trip.
- The impact to existing landscaping on the site has been minimized.

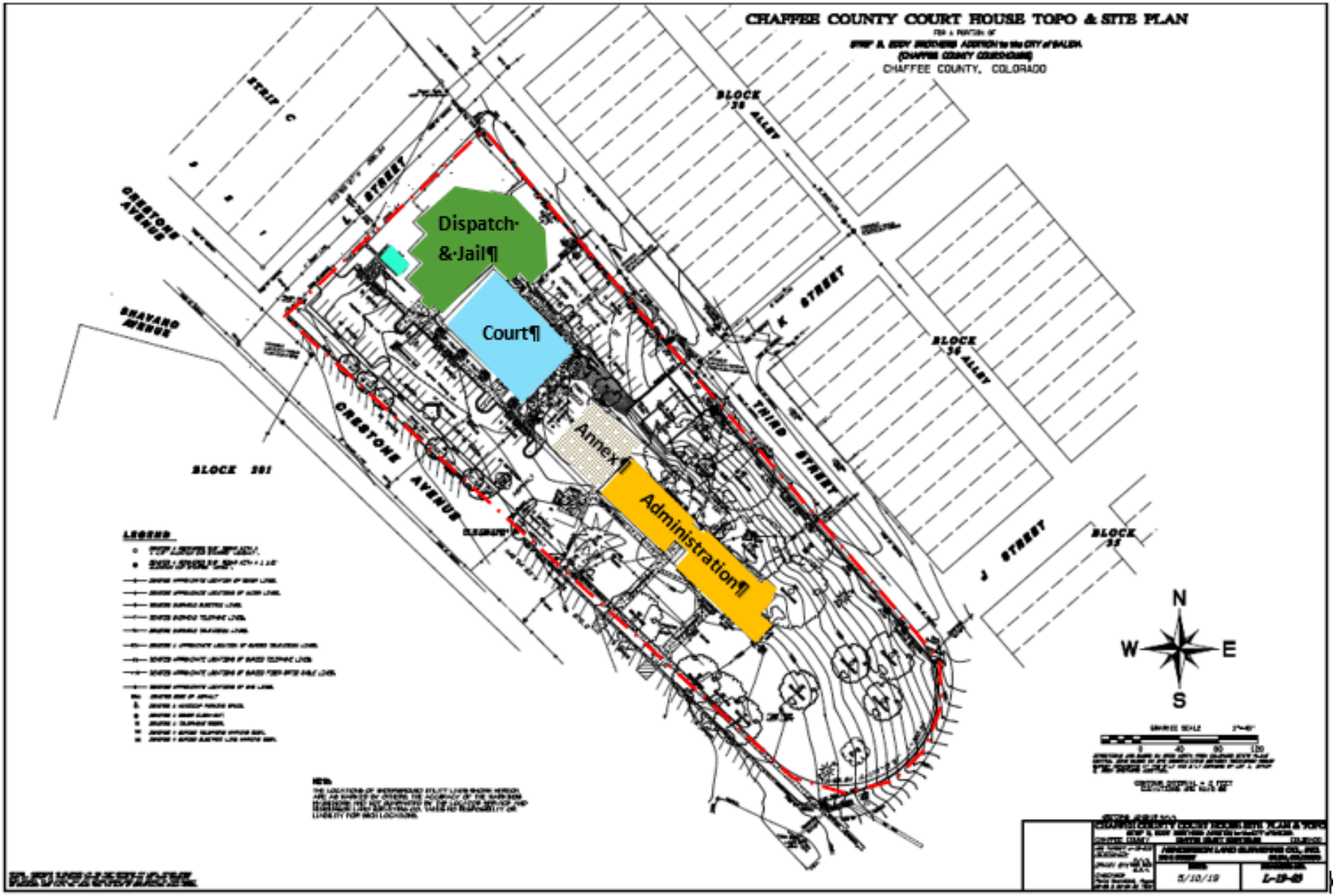
# 5 COUNTY AND CITY COLLABORATION FOR ZONING SOLUTION

The Chaffee County team working on the new facilities expansion plan have worked with City staff to determine the best approach to resolving the existing non-conformance condition, meeting the land use code standards for the new annex facility addition, and guiding the new land use code changes that are in process. The results of this collaboration have resulted in on-street parking improvements to reduce the impact of the new addition to green space on the site and the determination that a Planned Development zoning overlay is the best method to eliminate the existing non-conformances and prepare for the new addition.

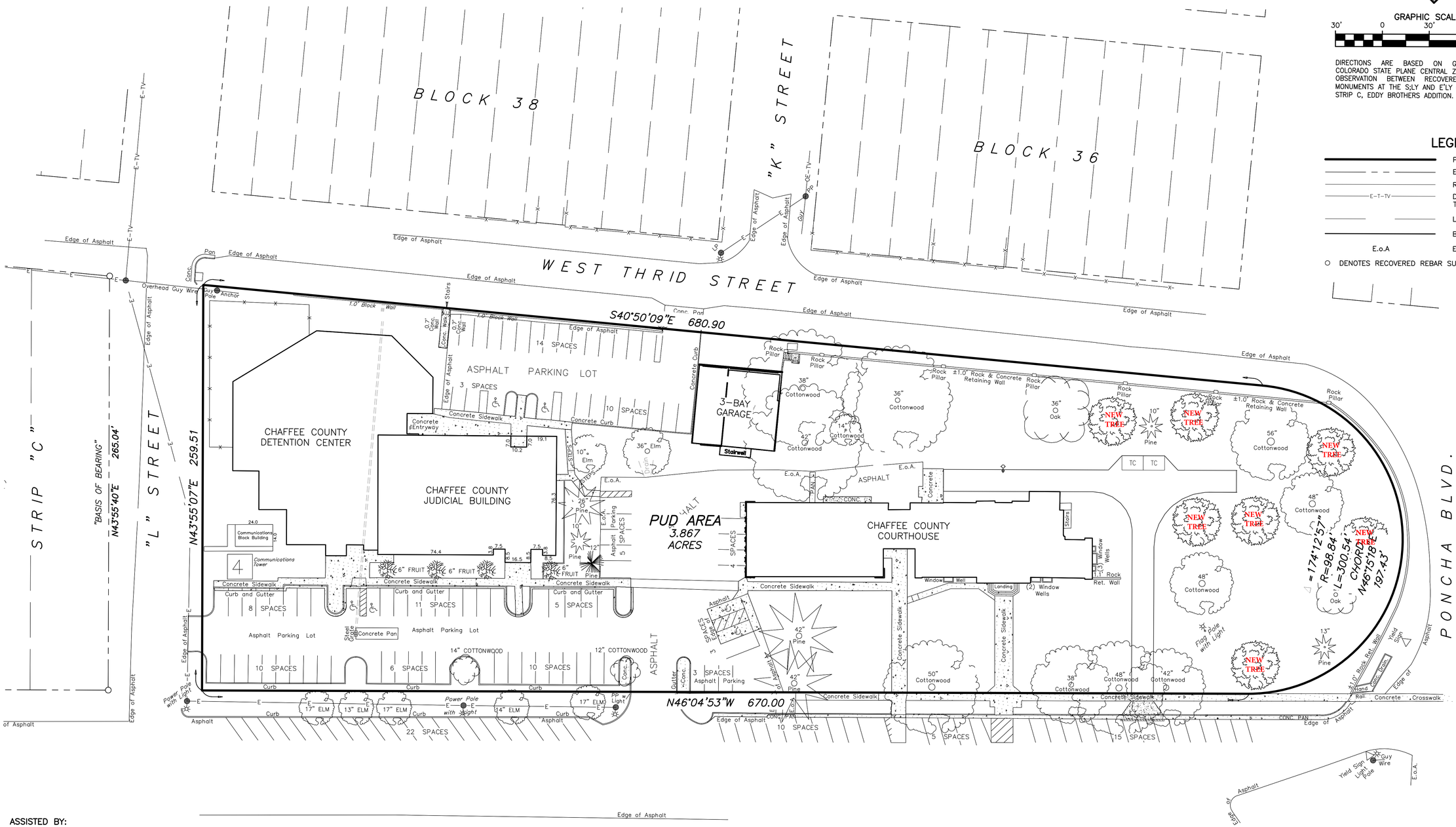
The goal is to complete the Planned Development zoning overlay while the building and site design are in progress so that when they are completed and site approval and building permit can be approved in an efficient manner that is consistent with the current land use code.




# Exhibit A – Chaffee County Campus PD




# Exhibit B- Chaffee County Campus with Future Annex




GRAPHIC SCALE

30' 0 30' 60' 90'

DIRECTIONS ARE BASED ON GRID NORTH FROM COLORADO STATE PLANE CENTRAL ZONE BASED ON GPS OBSERVATION BETWEEN RECOVERED REBAR SURVEY MONUMENTS AT THE S;LY AND E'LY CORNERS OF LOT 1, STRIP C, EDDY BROTHERS ADDITION.

## LEGEND

- PROJECT BOUNDARY
- EXISTING/ADJACENT RIGHT-OF-WAY
- ROADWAY EDGE
- E-T-TV — DENOTES ELECTRIC, TELEVISION & TELEPHONE LINES
- LOT LINE
- BUILDING FOOTPRINT
- E.o.A — EDGE OF ASPHALT
- ○ DENOTES RECOVERED REBAR SURVEY MONUMENT.

ASSISTED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

325 D STREET
SALIDA, CO 81201
PH: 719-539-1675

918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

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

**OWNER:**
CHAFFEE COUNTY
PO BOX 699
CITY, STATE
PH: (719) 5305566

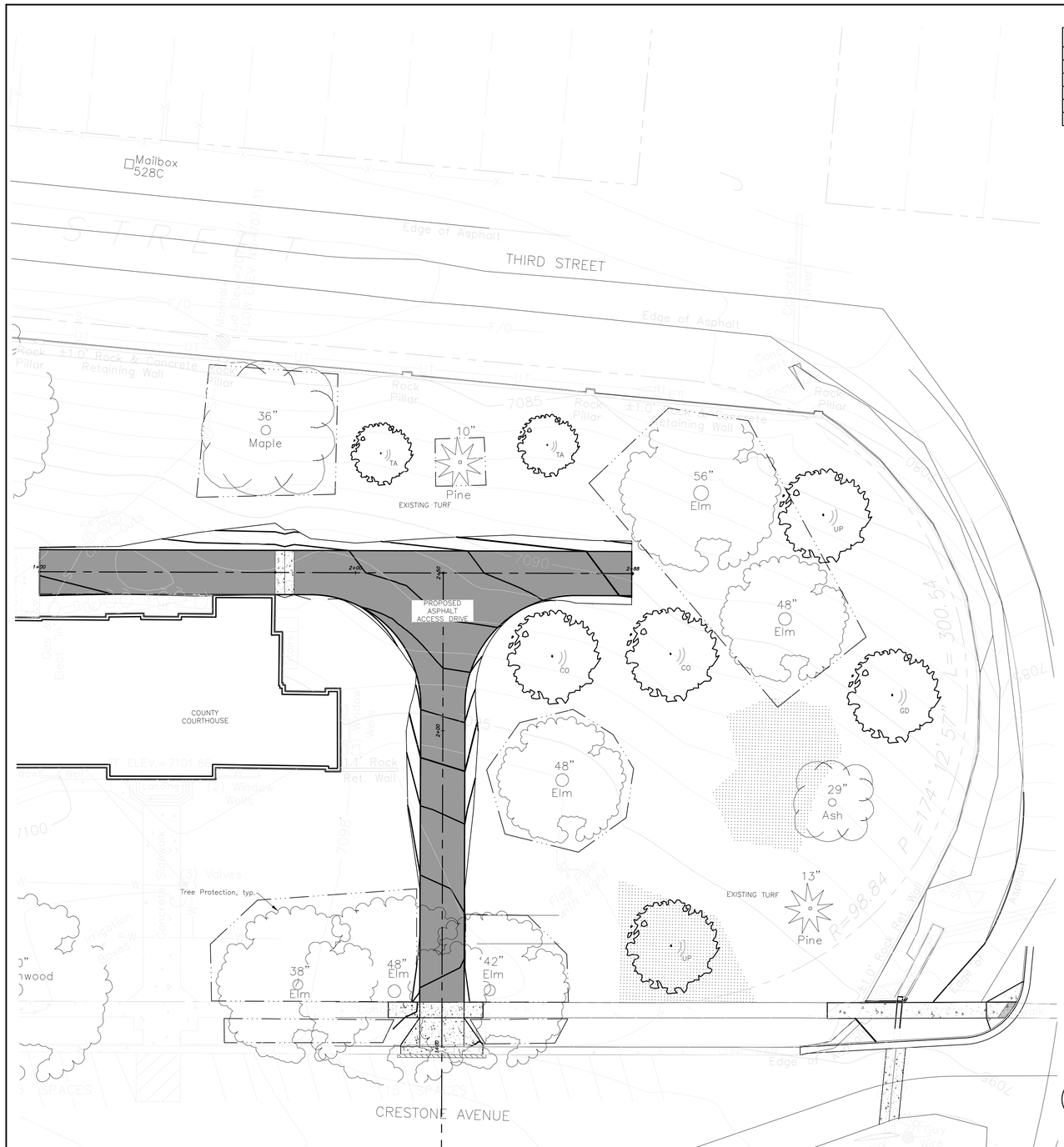
## SHEET 2 OF 2

**COUNTY COURTHOUSE P.U.D.**
IN LOTS 1A & 1R, HEART OF THE ROCKIES MEDICAL CAMPUS
SALIDA, CO — CITY OF SALIDA — COLORADO

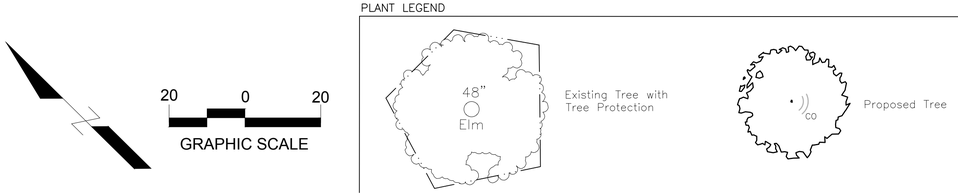
Job Number: PROJ. NO.
TPC FILE: J-05-081
DRAWN BY: TLV
CHECKED: MKH
Fld. book: S309, Pgs. 8-16 DC 15C3

HENDERSON LAND SURVEYING CO., INC.
203 G STREET — SALIDA, COLORADO

DATE: MAY. 2021
DRAWING NO. X-XX-XX

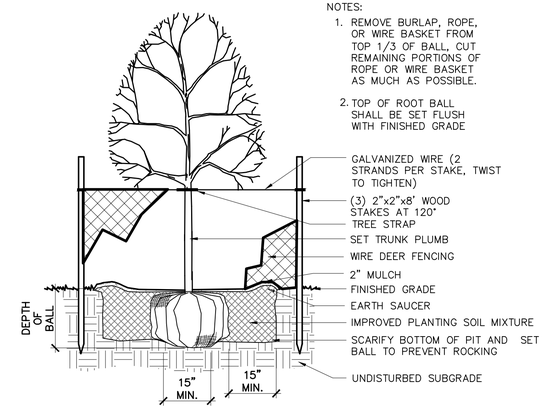



PLANT LEGEND

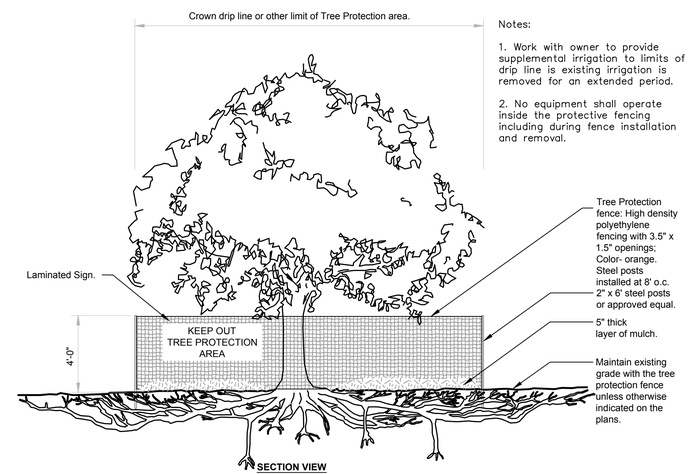



## Chaffee County Courthouse Access Drive Plant Schedule

| Key | Botanical Name | Common Name | Quantity | Size | Root | Spacing | Cultivar |
|---|---|---|---|---|---|---|---|
| | | **Deciduous Trees** | | | | | |
| CO | Celtis occidentalis | Common Hackberry | 2 | 2" | B&B | As Shown | |
| GD | Gymnocladus dioicus | Kentucky Coffeetree | 1 | 2" | B&B | As Shown | 'Espresso' |
| TA | Tilia americana | American Linden | 2 | 2" | B&B | As Shown | |
| UP | Ulmus americana 'Princeton' | Princeton Elm | 2 | 2" | B&B | As Shown | 'Princeton' |




1 DECIDUOUS TREE PLANTING WITH VERTICAL STAKE
Scale: 1/2" = 1'-0"




Notes:

1. Work with owner to provide supplemental irrigation to limits of drip line is existing irrigation is removed for an extended period.

2. No equipment shall operate inside the protective fencing including during fence installation and removal.

2 TREE PROTECTION
Scale: NTS

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

GENERAL NOTES:

1. Base plan provided by Crabtree Group, Salida, CO. Contractor to field verify all existing conditions and measurements prior to beginning work. Any discrepancies between these contract documents and existing conditions shall be brought to the attention of the Landscape Architect immediately. Landscape Architect is not responsible for errors or omissions related to preparation or documentation of survey.

2. Contractor is responsible for determining means and methods of construction. These drawings may indicate a limit of proposed improvements, limit of site demolition, etc for delineation of expected site disturbance. However, final impact shall be determined in the field. Should the limits of disturbance exceed those shown within these construction documents, the Landscape Architect should be contacted for resolution.

3. Contractor is responsible for repairing all site areas disturbed by construction outside of limit lines defined on drawings to a state better than or equal to those conditions existing prior to commencement of construction at no additional cost to owner.

4. Contractor is responsible for maintaining a complete, up-to-date set of drawings and specifications at the construction site at all times.

PLANTING NOTES:

1. Contractor shall be responsible for becoming aware of all related existing conditions, pipes and structures, etc. prior to bidding and construction.

2. See details for planting methods, requirements, materials, execution and protection.

3. Plant names may be abbreviated on drawings. Refer to plant schedule and legend for symbols, common and botanical names, cultivars, sizes and other remarks.

4. If provided, plant quantities are for information only. Contractor is responsible to do their own quantity takeoffs for all plant material and sizes shown on the drawings.

5. Contractor is responsible to 'restore' all areas of the site and adjacent areas, where disturbed, to a condition that meets or exceeds conditions prior to disturbance.

6. Contractor shall coordinate with Chaffee County Maintenance Department to identify and relocate irrigation lines impacted by construction. Ensure newly planted material receives adequate water.

PLANT PROTECTION AND REMOVAL NOTES:

1. Plant symbols as indicated on drawings do not indicate actual driplines. Contractor shall verify in field prior to start of construction. Plant protection fencing shall be placed outside of edge of actual dripline or as directed by Landscape Architect in field.

2. Protection fencing shall be maintained throughout construction unless otherwise directed by Landscape Architect.

3. Trees indicated for removal shall be completely removed including stumps and roots and filling of depressions with suitable soil fill.

SITE LAYOUT NOTES:

1. Layout and verify dimensions prior to construction. Bring discrepancies to the attention of the Landscape Architect for clarification.

Sheet Title: Planting Plan
Scale: 1"=20'-0"
Date: 9/24/20
Drawn By: EWB
File: 20.06 L.002.dwg
Job Number: 20.06

- ○ Preliminary Drawing - Not For Construction.
- ● Bid Set
- ○ For Construction
- ○ As Built

Revisions
Date: By:

Tree Protection and Planting Plan

Chaffee County Courthouse Access Drive
104 Crestone Avenue
Salida, CO 81201

Mountain Aspect
LANDSCAPE ARCHITECTURE
• Landscape Design
• Site Planning

Mountain Aspect Landscape Architecture, LLC
PO Box 1572
Salida, CO
719-239-1506
www.mountainaspect.com

EVAN WATERS BRADY
9840
COLORADO
Registered Landscape Architect
09/24/2012
Original Date of Licensure
STATE OF COLORADO
LICENSED

SHEET
L100

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Community Development | Kathryn Dunleavy - Planner | September 7, 2021 |

## ITEM

Ordinance 2021-13 – Second Reading and Public Hearing – An Ordinance of the City Council to amend Chapter 16 of the City of Salida Municipal Code, regarding land use and development, to address changes to the family child care homes required by recent State legislation.

## BACKGROUND

HB21-1222 regarding the regulation of family child care homes will take effect on September 8, 2021. This act requires local governments to treat family child care homes as residential property when it comes to zoning, land use, fire and life safely, sanitation, and building code regulations. Local governments cannot impose regulations on family childcare homes unless the regulations apply to all residential properties. Under this bill, a family child care home is a type of state-licensed child care facility serving up to 12 children and operated by a person who resides in the same dwelling where the care is provided. A local government retains the ability to prohibit, on a case-by-case basis, the operation of childcare homes in immediately adjacent residences of two or more large family child care homes to manage the flow of traffic and parking.

The proposed ordinance is to amend Chapter 16 of the City of Salida Municipal Code to comply with HB21-1222.

## RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

Not applicable.

## PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the proposed Ordinance and held a public hearing on August 23, 2021 meeting. The Commission recommended City Council approve the request to amend Chapter 16 of the City of Salida Municipal Code, regarding land use and development, to address changes to the family child care homes required by recent State legislation.

## STAFF RECOMMENDATION

Staff recommends the City Council approve Ordinance 2021-13.

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Community Development | Kathryn Dunleavy - Planner | September 7, 2021 |

## SUGGESTED MOTION

"I move that the City Council approve Ordinance 2021-13 on second reading."

## Attachments:

Ordinance 2021-13

**CITY OF SALIDA, COLORADO**
**ORDINANCE NO. 13**
**(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16 OF THE SALIDA MUNICIPAL CODE, REGARDING LAND USE AND DEVELOPMENT, TO ADDRESS CHANGES TO FAMILY CHILD CARE HOMES REQUIRED BY RECENT STATE LEGISLATION**

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

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the City by and through its City Council ("Council"), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

**WHEREAS,** pursuant to C.R.S. § 31-23-301 *et seq*., the Salida City Council ("Council") ALSO possesses the authority to adopt and enforce zoning regulations; and

**WHEREAS,** under such authority, the Council previously adopted land use and zoning regulations, codified as Chapter 16 of the Salida Municipal Code ("Code"); and

**WHEREAS,** pursuant to this authority, the City Council desires to amend and adopt certain regulations related to family child care homes, required by Colorado House Bill 21-1222; and

**WHEREAS**, current state law defines a "family child care home" as a type of state-licensed child care facility serving up to 12 children and operated by a person who resides in the same dwelling where the care is provided; and

**WHEREAS**, this new state legislature requires local governments to treat family child care homes as residential property use in the application of zoning, land use development, fire and life safety, sanitation and building code regulations; and

**WHEREAS,** the City of Salida City Council finds it desirable and appropriate, and in the best interest of the general health, safety and welfare of its citizens to amend Chapter 16 of the Code, as it relates to family child care homes, and to ensure compliance with new State law.

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

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

**Section 2.** Section 16-1-80 of the Salida Municipal Code, concerning Definitions, is hereby amended, in part, as it relates to the definitions regarding day care, to read as follows:

**Sec. 16-1-80. – Definitions.**

…

~~*Day care, large* means a residence, facility or preschool which provides regular care and supervision for more than eight (8) children at any one (1) time during the day for compensation.~~

~~*Day care, small* means a residence, facility or preschool which provides regular care and supervision for eight (8) or less children at any one time during the day for compensation.~~

***Day Care Home*** **means state-licensed child care facility serving up to twelve (12) children and operated by a person who resides in the same dwelling where the care is provided.**

***Day Care Center*** **means a non-residential facility or preschool which provides regular care and supervision for any number of children during the day for compensation.**

**Section 3.** Section 16-4-190(f) of the Salida Municipal Code, regarding Review standards applicable to particular uses, Day Care, is hereby amended, to read as follows:

**Sec. 16-4-190. – Review standards applicable to particular uses.**

…

(f) Day Care, ~~Small, Large~~ **Home, Center,** and Adult.

**(1) Day Care Home. Day care homes shall meet all certification and licensing requirements of the State of Colorado, shall be operated by a person who resides in the same dwelling where the care is provided, and shall not serve more than twelve (12) children.**

**(2) Day Care Center and Adult Day Care.**

~~(1)~~ **a.** Parking. A day care ~~facility, small, large or adult~~ **center or adult day care**, shall provide one (1) off-street parking space per nonresident employee. This space shall be provided in addition to any parking required for other uses of the property.

~~(2)~~ **b.** Drop-off/Pickup Area. One (1) designated off-street drop-off/pick-up space shall be provided per each four (4) children at a ~~large~~ day care ~~facility~~ **center** and for every four (4) clients at an adult day care. The space shall be available during operating hours for loading and unloading of children or clients.

~~(3) Outside Area - Fence. The required play or recreation area shall not be located in the property's front yard.~~

~~(4)~~ **c.** State Codes. The day care facility shall comply with all applicable state codes.

~~(5)~~ **d.** Hours of Operation. The hours of operation for the day care may be restricted in residential neighborhoods to limit adverse impacts of noise and traffic on neighboring properties.

**Section 4.** Table 16-D of the Salida Municipal Code, regarding Schedule of Uses, is hereby amended, in part, as it relates to day care homes and day care centers to read as follows:

**TABLE 16-D**
**Schedule of Uses**

| **N = Not Permitted**<br>**P = Permitted**<br>**AC = Administrative Conditional Use**<br>**C = Conditional Use**<br>**AR = Administrative Review**<br>**LR = Limited Impact Review**<br>**MR = Major Impact Review** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Residential Business Uses** | **R-1** | **R-2** | **R-3** | **R-4** | **RMU** | **C-2** | **C-1** | **I** | **Standards** |
| … | | | | | | | | | |
| Day care, adult | C | C | C | C | LR | AR | AR | LR | Sec. 16-4-190(f) |
| ~~Day care, small~~ | ~~AC~~ | ~~AC~~ | ~~AC~~ | ~~AC~~ | ~~AC~~ | ~~AC~~ | ~~AC~~ | ~~AC~~ | ~~Sec. 16-4-190(f)~~ |
| **Day care home** | **P** | **P** | **P** | **P** | **P** | **P** | **P** | **P** | Sec. 16-4-190(f) |
| ~~Day care, large~~<br>**Day care center** | C | C | C | C | C | AC | AC | C | Sec. 16-4-190(f) |

**Section 4.** Severability. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on August 17, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2021 and set for second reading and public hearing on the 7th day of September, 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 7th day of September, 2021.

City of Salida

_____
Mayor P.T. Wood

ATTEST:

_____
City Clerk/Deputy City Clerk

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Administration | Drew Nelson - City Administrator | September 7, 2021 |

## ITEM

Request for Funding and Letter of Support – Jane's Place

## BACKGROUND

As identified in the attached letter, the Chaffee County Community Foundation (CCCF) and the Chaffee Housing Authority (CHA) are partnering on a project to create a 17-unit mixed-use development focused on the Salida workforce at the intersection of State Highway 291 and West 3rd Street, known as "Jane's Place". CCCF previously requested funding from the City of Salida to cover pre-development costs in the amount of $50,000, which was approved by the City Council on July 6th. As noted earlier in the City Council worksession on that date, the per-unit investment from the City of Salida is a reasonable expenditure in order to further the City Council's desire to provide safe, affordable, and dedicated workforce housing options to Salida citizens.

During the worksession, it was also discussed that CCCF was still working to obtain approximately $340,000 in funding to complete the capital stack necessary to finance the project. CCCF requested, and the City Council agreed, to challenge the community to raise $40,000 of the remaining amount in order to unlock $300,000 in funds from the City. As noted in the attached letter, CCCF has raised the remaining amount, necessitating completion of the City's funding offer to match the community amount.

Finally, CCCF has requested a letter of support for a Community Revitalization Grant through the Office of Economic Development and International Trade. The funding is made possible through the Colorado Creative Industries office with the pool of money ($65,000,000) coming through Senate bill 21-252, which is intended to provide money awards to finance projects across Colorado that are intended to create or revitalize mixed-use commercial centers.

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Administration | Drew Nelson - City Administrator | September 7, 2021 |

## FISCAL NOTE

$300,000. Staff has identified a potential funding source in stimulus money provided via the American Rescue Plan. The City was the recipient of $764,000 in funds from the ARP, which allows for expenditures related to affordable housing programs.

## STAFF RECOMMENDATION

Staff recommends approval of an expenditure of $300,000 in American Rescue Plan dollars, payable to the Chaffee County Community Foundation to match community funding for the Jane's Place development. Staff further recommends approval of the Letter of Support for the Community Revitalization Grant that CCCF is applying for through the Colorado Office of Economic Development and International Trade.

## SUGGESTED MOTION

A City Councilperson should make a motion by stating, "I move to approve the expenditure of $300,000, payable to the Chaffee County Community Foundation, to match community funding efforts for the Jane's Place development", followed by a second and a roll call vote.

A City Councilperson should make a motion by stating, "I move to approve the Letter of Support for the Chaffee County Community Foundation's Community Revitalization Grant through the Colorado Office of Economic Development and International Trade, and instruct the Mayor to sign the letter", followed by a second and a roll call vote.

Chaffee County
Community Foundation

**Jane's Place Update & Matching Request**

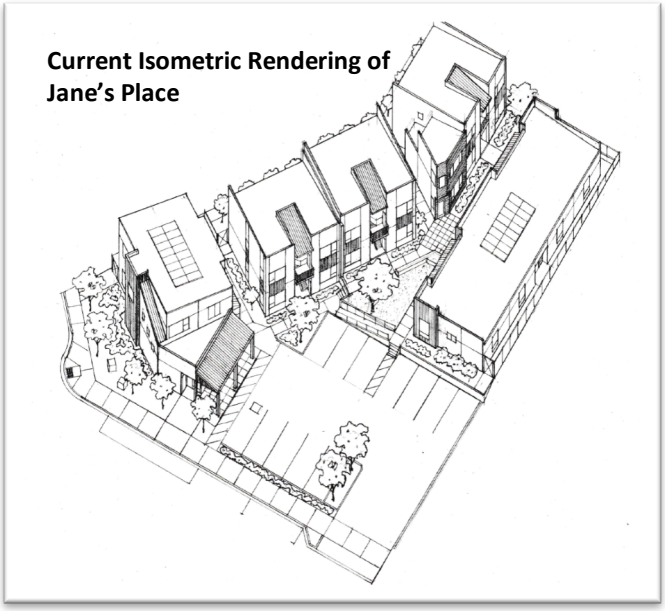
August, 2021

Mr. Mayor, City Councilmembers, and City Administrator Nelson,

CCCF is excited to provide you this brief update on the project Jane's Place as well as to inform you that your $40,000 matching challenge has been fulfilled! The generosity of this community it seems is never-ending. Thank you for your leadership, your investment in this project, and your commitment to this community.

We last discussed the concept of a dollar-for-dollar $350,000 match from the City to Jane's Place on July 6th, and now I'm pleased to share that to date, the project has received more than $357,000 in contributions and commitments solely from 180 donors. The project has also attracted both cash and technical assistance grant awards as well as statewide recognition for its innovative approach. Thanks to your $50,000 pre-development grant, we now have 100% of our pre-development costs covered, with construction documents underway and scheduled for completion by October 1st.

We now humbly ask for official approval of the remaining $300,000 match from the City. This gift will propel our equity raised to more than $800,000 and will decrease our anticipated gap significantly. Ideally, this contribution to Jane's Place would be made as soon as is convenient for the City. Demonstrating to lenders this contribution is 'in the bank' will increase their certainty and produce more favorable terms for the project's debt structure.




The Chaffee Housing Authority (CHA) is currently diving deeply into Jane's Place pro-forma and construction budget with the direction of experts from the RCAC, a rural community development consulting group. This work is being paid for by the Colorado Housing & Finance Authority and is ensuring the project's structure, financing, and operational assumptions are based on industry standards and best practices.

In addition to this financial commitment, we ask you also consider endorsing the separately attached letter of support as CHA pursues significant funding from the Community Revitalization Grant through the Office of Economic Development & International Trade's Colorado Creative Industries office. This funding is made available from the recently passed SB-252, which was, in part, written with inspiration from Jane's Place itself!

I look forward to discussing this with you in person on Tuesday, September 7th, and until then, be well.

Thank you.

Joseph Teipel

Joseph Teipel

September 7th, 2021

Office of Economic Development & International Trade
Colorado Creative Industries
1600 Broadway, Ste 2500
Denver, CO 80202

To Whom It May Concern:

It is with great enthusiasm that I submit this letter of support on behalf of the City of Salida for two interconnected projects known as THE LOBBY and Jane's Place. These projects model an innovative and collaborative approach to workforce development, workforce housing, and community space and are sorely needed and very welcomed here in Salida.

The leadership of both projects have taken great steps to align their goals, timelines, and programming to deepen community impact. By doing so, THE LOBBY and the Chaffee Housing Authority are demonstrating deep collaboration, co-creation, and commitment to community. Both sites are shovel ready, and with a significant investment from CCI, will come to fruition much faster and more resilient. The City of Salida has already invested $350,000 in Jane's Place – recognizing its creative approach to serving our urgent housing and nonprofit needs.

The Salida City Council wholeheartedly supports this grant request and, through its own financial contributions, as demonstrated its confidence in these projects' approaches. Building transitional housing focused on serving our workforce; re-imagining historic buildings into cutting edge co-working and meeting space; providing small business and nonprofit entities physical space and technical assistance; and incubating mission-focused social enterprise businesses all represent strong priorities for the City that will catalyze and sustain resilient and values-based growth in our economy.

Salida's designation as a Creative District has had a profound and positive impact on our local culture, economy, and business community. These projects represent a deepening commitment to this direction and will directly support the Creative District goals and activities. The project also directly supports all the objectives laid out in SB21-252, which Chaffee County endorsed and advocated for.

Thank you for your consideration of funding to both these crucial projects; each is made stronger by the other and both warrant full investment.

Sincerely,

PT Wood, Mayor
City of Salida

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Administration | Drew Nelson - City Administrator | September 7, 2021 |

## ITEM

Approval of Amended City Clerk Employment Agreement

## BACKGROUND

At the City Council's regular meeting on August 17, 2021, the City Council discussed the annual Performance Evaluation of City Clerk Erin Kelley. Following the review, the City Council directed the City Attorney to revise the Clerk's Employment Agreement to reflect compensation changes to salary and retirement benefits. The changes include increasing the salary from $75,000 to $80,000 annually as well as increasing a retirement match from 3% to 5% in the City's 457 Deferred Compensation retirement plan.

## FISCAL NOTE

Up to $6,750, should the Clerk choose to increase their retirement match from 3% to 5%. This amount can be accommodated in the 2021 Annual Budget.

## STAFF RECOMMENDATION

Per the direction of the City Council, staff recommends approval of the attached amended Employment Agreement with Erin Kelley in the position of City Clerk.

## SUGGESTED MOTION

A City Councilmember should state, "I move to approve the amended Employment Agreement with City Clerk Erin Kelley," followed by a second and a roll call vote.

# EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is entered into and effective as of the 7th day of September, 2021, by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and **ERIN KELLEY**, hereinafter referred to as "Kelley", together referred to as the "Parties."

## WITNESSETH:

**WHEREAS**, City appointed Kelley to serve as City Clerk, which appointment began on June 16, 2020; and

**WHEREAS**, City continues its desire to employ the services of Kelley as City Clerk; and

**WHEREAS**, it is the desire of the Salida City Council, hereinafter called "City Council," to provide certain benefits, establish certain conditions of employment, and to set the working conditions of Kelley; and

**WHEREAS**, Kelley desires to continue employment as City Clerk of the City of Salida; and

**WHEREAS**, the Parties desire to express the employment relationship in written form;

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

## SECTION I
## DUTIES

The City hereby agrees to employ Kelley as City Clerk of the City of Salida to perform the functions and duties specified in the job description of the City Clerk and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

## SECTION II
## TERM

(a) Without waiving any rights to renegotiate and/or terminate this Agreement, Kelley's term of appointment began on June 16, 2020, and continues indefinitely until terminated by the City or Kelley as provided for in Section III or IV of this Agreement.

(b) The City Clerk is an appointed City officer who serves at the pleasure of the City Council. Kelley may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of the City Council, at which time this Agreement would terminate, subject only to the provisions set forth in Section III of this Agreement. The City Council and Kelley specifically agree that Kelley's employment with the City is "at will" notwithstanding any personnel or employment rule or policy of the City to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Kelley to resign at any time from her position with City, subject only to the provisions set forth in Section III of this Agreement.

## SECTION III
## TERMINATION AND SEVERANCE COMPENSATION

(a) For the purposes of this Agreement, termination shall occur when:

(1) a majority of the City Council votes to terminate Kelley at a duly authorized public meeting; or

(2) the City Council, or the citizens by initiative, acts to amend any provisions of the Salida Municipal Code pertaining to the role, powers, duties, authority, responsibilities of Kelley's position that substantially changes the form of government, in which case the following shall apply: within ten (10) days following the effective date of such change in the form of government, Kelley must inform the City Council in writing of her election of one of the following two (2) options: (1) that she elects to accept such changes in the form of government and agrees to continue as the City Clerk (or equivalent title under such changed form of government), in which case no termination shall be deemed to have occurred and no Severance Compensation shall be paid; or (2) that she elects to consider the same a termination, in which case she shall leave the employ of the City and Severance Compensation shall be paid; or

(3) the City Council reduces the base salary, compensation or any other financial benefit of Kelley, unless it is applied in no greater percentage than the average reduction of all City employees; or

(4) Kelley resigns.

(b) In the event that Kelley is terminated pursuant to Section III(a) and provided that Kelley is willing and able to perform her duties under this Agreement, the City shall pay to Kelley "Severance Compensation" in the form of a lump sum payment the amount of one (1) months' aggregate salary. In addition to the applicable Severance Compensation owed hereunder, Kelley shall be paid for all accrued, unused Personal Time Off (PTO) leave, and one (1) month's health insurance premiums under the insurance policy in force at the time of such termination.

(c) Notwithstanding anything herein to the contrary, the City Council may terminate Kelley upon a finding by the City Council of an Improper Action. For purposes of this paragraph, "Improper Action" shall mean (i) conduct by Kelley which is fraudulent or dishonest, or (ii) Kelley's conviction of a felony or crime involving moral turpitude under any federal or state law. In the event Kelley is terminated for Improper Action, the City shall have no obligation to pay any severance amount or any Severance Compensation. Any termination for Improper Action shall require five (5) days' notice to Kelley of the reasons for termination, an opportunity for a hearing before the City Council and a majority vote by the entire City Council.

(d) In the event Kelley voluntarily resigns her position with the City at any time during the term of this Agreement, then Kelley shall give the City at least two (2) weeks written notice in advance, unless the Parties otherwise agree. Voluntary resignation by Kelley will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

## SECTION IV
## DISABILITY

(a) If Kelley is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the payment of Severance Compensation set forth in paragraph (b) of Section III.

(b) As used herein, "permanently disabled or otherwise unable to perform her duties" shall be defined as: (1) if Kelley is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Kelley's attending physician certifies that Kelley is unable to perform her duties as set forth herein for the City and that such condition is total and permanent; and (b) in the event that Kelley does not timely consult such attending physician and the City reasonably believes Kelley to be so disabled, the City may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Kelley is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section IV.

## SECTION V
## SALARY

(a) City agrees to adjust Kelley's pay for her services rendered hereunder at an annual rate of Eighty Thousand Dollars ($80,000.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City agrees to consider and adjust the base salary and other benefits to Kelley based upon the performance evaluation process described in Section VI of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the Mayor and City Council, and shall be merit based.

## SECTION VI
## PERFORMANCE EVALUATION

(a) The Mayor and City Council shall review and evaluate the performance of Kelley at least annually, commencing in or around July of each year.

(b) All such reviews and evaluations shall be in accordance with specific criteria developed jointly by the Mayor, City Council and Kelley. The criteria may be added to or deleted from as the Mayor and City Council may from time to time determine, in consultation

with Kelley. The Mayor and City Council shall provide Kelley with an adequate opportunity for Kelley to discuss her evaluation with the Mayor and City Council.

(c) The Parties agree that the Mayor and City Council has the right, in its sole discretion, in addition to and not in replacement of the procedures set forth in this Section, to consider Kelley's performance in executive session in compliance with the Colorado Sunshine Law and the City Code.

## SECTION VII
## HOURS OF WORK

It is recognized that this is a full-time position for which Kelley must devote a great deal of time outside normal office hours to business of the City and will necessarily be engaged in work during certain evening and weekend hours. As such, Kelley shall be entitled to arrange and organize her work schedule to best achieve her duties and responsibilities.

## SECTION VIII
## AUTOMOBILE MILEAGE REIMBURSEMENT

Kelley shall be reimbursed at the then existing I.R.S. rate for mileage incurred using her personal automobile for all trips expended in the performance of her duties as City Clerk which require travel in excess of ten (10) miles in one direction from the corporate limits of the City.

## SECTION IX
## PERSONAL TIME AND OTHER LEAVE

In all respects, Kelley shall be subject to, entitled to and governed by the general policies of the City identified in its Personnel Manual, as amended from time to time, regarding Personal Time Off ("PTO"), and other leaves, unless otherwise provided for herein, or otherwise required by law.

## SECTION X
## BENEFITS AND PERSONNEL POLICIES

Except as otherwise provided herein, or otherwise required by law, Kelley shall enjoy the benefits of, be entitled to, and be subject to, all the general City policies for all full-time employees listed within the City personnel manual, as amended from time to time, regarding all benefits and policies, including, but not limited to, medical, dental and life insurance and long-term disability insurance. Notwithstanding the foregoing, the City shall match the equivalent of up to five percent (5%) of Kelley's salary to Kelley's 457 Plan if she chooses to enroll in such Plan, at such times as it makes such Plan contributions for City employees generally, and Kelley shall become immediately vested in the balance of her Plan account. Kelley shall receive a City-issued cell phone for her business use, under the same terms and conditions that such phones are provided to other City employees.

## SECTION XI
## INDEMNIFICATION

Kelley shall enjoy the benefits of City employees provided in the City of Salida Personnel Policies and Procedures and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk.

## SECTION XII
## GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Chaffee County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment**. The City shall furnish office facilities, equipment and assistance for Kelley as the City deems appropriate for the performance of Kelley's duties.

(c) **Compliance with TABOR**. It is the intent of the City and Kelley to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section III(c) of this Agreement, will be deemed a termination within the meaning of Section III(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Kelley's employment is terminated.

(d) **Assignment**. The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Kelley shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the City Council.

(e) **Notices**. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor, City of Salida
The Touber Building
448 E. First Street, Suite 112
Salida, CO 81201

With a copy to: City Attorney Nina Williams
Wilson Williams LLP
15306 West 93rd Avenue
Arvada, CO 80007

If to Kelley: Erin Kelley
10010 Sioux Circle
Salida, CO 81201

(f) **Entire Agreement**. This instrument contains the entire agreement of the parties and it may not be changed orally, but only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more City Council members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire City Council.

(g) **Approval**. By execution of this Agreement, the City acknowledges that all required approvals have been obtained by the City Council so that this Agreement shall be fully effective and binding upon the parties hereto.

(h) **Multiple Counterparts; Electronic Signature**. This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the party making such signature.

IN WITNESS WHEREOF, the parties have affixed their signatures as of the date and year first above written.

CITY OF SALIDA, COLORADO

ATTEST:

_____
Sara Law, Deputy City Clerk

_____
P.T. Wood, Mayor

Erin Kelley

_____

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Parks and Recreation | Diesel Post - Parks and Recreation Director | September 7, 2021 |

## ITEM

PROST advisory board membership

## BACKGROUND

The new PROST advisory board was appointed in June of 2020 and held their first meeting in Sept. 2020. At that point, 5 members (including alternates) began 2 year terms and 2 began 1 year terms. The members whose 1 year terms are up (Daryl Huschka and Jessica Downing), would like to be re-appointed. Term breakdowns are in the table below.

| | | |
|---|---|---|
| DeYoung | 2014 | 2 year |
| Daryl Huschka | 2016 | 1 year |
| Rob White | 6/2020 | Alternate |
| Connor Maher | 6/2020 | Alternate |
| Amy Reed | 6/2020 | 2 year |
| Kristy Falcon | 6/2020 | 2 year |
| Jessica Downing | 6/2020 | 1 year |
| Adam Martinez | 6/2020 | Liaison |

## FISCAL NOTE

None

## STAFF RECOMMENDATION

Staff recommends the Council reappoint Jessica Downing and Darryl Huschka to the PROST Advisory Board to begin 2 year terms of service.

## SUGGESTED MOTION

A Council Member should move to approve Resolution 2021-31.

**CITY OF SALIDA, COLORADO**
**RESOLUTION NO. 31**
**(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE.**

**WHEREAS**, in accordance with Section 2-14-10 of the Salida Municipal Code ("SMC"), the City Council shall select and appoint person(s) to serve as members of the Parks, Recreation, Open Space and Trails Advisory Board (PROST); and

**WHEREAS**, there two members whose terms will expire in Sept, 2021 and they wish to continue to serve on the PROST; and

**WHEREAS**, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the PROST and

**WHEREAS**, in accordance with Section 2-14-10 of the Salida Municipal Code ("SMC"), the City Council shall confirm the appointments by majority vote.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. The City Council hereby re-appoints the following individual(s) to serve on the PROST:
   a. Jessica Downing as a regular member, term to expire Sept 7, 2023.

   b. Daryl Huschka as a regular member, term to expire Sept 7, 2023.

RESOLVED, APPROVED, AND ADOPTED this 7th day of September, 2020.

CITY OF SALIDA, COLORADO

By _____
Mayor PT Wood

[SEAL]
ATTEST:

_____
City Clerk

# CITY COUNCIL ACTION FORM

| Originating Dept. | Presented by | Date |
|---|---|---|
| Police | Nina P. Williams - City Attorney | September 7, 2021 |

## ITEM

**Ordinance 2021-14: Amending Chapter 8 of the Municipal Code, to update procedures related to civil vehicle, traffic and parking violations**

## BACKGROUND

This ordinance is primarily designed to improve procedures related to the issuance and collection of fines and penalties for civil parking and traffic violations. The goal of these changes is to streamline processes for police officers, the Municipal Judge, and the Court Clerk to conserve City resources and to facilitate the collection of fines. Specifically, these revisions: (1) update procedures related to the entry of default judgement for civil parking and traffic violations; and (2) clarify when police officers are able to issue penalty assessments in lieu of a summons and complaint. Separately, this ordinance increases the allowable fines for certain violations, as required by state legislation. The specifics of these revisions are discussed below.

Provisions related to the entry of default judgement were added to both the parking and traffic sections of the Code. Previously, for parking violations, if an individual failed to pay a fine within the requisite time frame, a summons and complaint would be issued, which would require that individual to appear in court. This process would consume resources from both the Municipal Court and the Police Department. Now, instead of issuing a summons and complaint, the Municipal Judge is allowed to enter a default judgement against the non-paying individual. That default judgement will be served via mail and the payment of the fine will be handled by collections, thereby saving City resources and facilitating the payment of fines.

Additionally, this ordinance clarifies the procedures related to when an officer may issue a penalty assessment. The use of a penalty assessment saves City resources by removing the requirement for an individual to appear in Municipal Court for arraignment; rather, the individual can simply admit guilt by paying the fine specified in the penalty assessment. These revisions make clear that when an officer would otherwise be able to issue a summons and complaint, the officer may instead issue a penalty assessment if an enumerated list of

CITY COUNCIL ACTION FORM

| Originating Dept. | Presented by | Date |
|---|---|---|
| Police | Nina P. Williams - City Attorney | September 7, 2021 |

conditions is met. Further, these revisions specify when service of the penalty assessment is complete.

**STAFF RECOMMENDATION**

**Staff recommends approval of Ordinance 2021-14 on first reading**

**SUGGESTED MOTION**

**"I move to approve Ordinance 2021-14, on first reading, and to schedule a public hearing and second reading for August 21, 2021," followed by a roll call vote.**

**CITY OF SALIDA, COLORADO**
**ORDINANCE NO. 14**
**(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 8 OF THE SALIDA MUNICIPAL CODE, REGARDING VEHICLES AND TRAFFIC, TO UPDATE PROCEDURES RELATED TO CIVIL VEHICLE, TRAFFIC AND PARKING VIOLATIONS**

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

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the City by and through its City Council ("Council"), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety, and welfare;

**WHEREAS,** under such authority, the Council previously adopted regulations related to vehicles and traffic, codified as Chapter 8 of the Salida Municipal Code ("Code");

**WHEREAS,** procedures related to the issuance of fines and penalties for civil parking and traffic violations can be made more efficient and City resources can be saved through regular review and revision;

**WHEREAS**, streamlining the process for the entry of default judgement for civil parking and traffic violations will reduce the administrative responsibilities of the Municipal Court Clerk and will facilitate the collection of fines and penalties;

**WHEREAS**, clarifying the procedures related to the issuance of penalty assessments will similarly create efficiencies in the administration of civil parking and traffic violations; and

**WHEREAS,** the Council finds it desirable and appropriate, and in the best interest of the general health, safety and welfare of its citizens to amend Chapter 8 of the Code, as it relates to procedures governing civil vehicle, traffic and parking violations.

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

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

**Section 2.** Section 8-1-30(a)(5) and (a)(10.5) of the Salida Municipal Code, concerning amendments to the Model Traffic Code, regarding parking and classification of traffic offenses and infractions, are hereby amended, as they relate to procedures related to default judgment, to read as follows:

**Sec. 8-1-30. - Amendments.**

(a) Article I of the Model Traffic Code is adopted subject to the following additions, modifications and amendments, and the amendments to said code set forth in this Section

shall take precedence over the literal print copy of the code in the event of conflict:

…

(5) Section 1203 is adopted to read as follows:

**1203. Two-hour parking limit**. The City Council may, by resolution, designate certain portions of the streets and alleys within the City as being areas where parking is limited to two (2) hours. In the event the City Council enacts no such resolution, the Chief of Police may make such designations. However, subsequent resolutions of the City Council making such parking designations shall take precedence over those designations made by the Chief of Police. When the designation of a two-hour parking limit is made, the areas shall be posted and the posting of signs reflecting the two-hour parking limit shall constitute prima facie evidence that the area was designated in a proper manner. It is ~~unlawful~~ **a civil parking infraction** for any person to park any vehicle in a two-hour parking area and to leave it in that same place within the two-hour parking area for over two (2) hours. When a vehicle is illegally parked for a period of time in excess of the two-hour parking limit, the fine shall be in accordance with the adopted fine schedule. **Parking infractions shall constitute civil matters. The Colorado Municipal Court Rules of Procedure shall apply to parking infraction proceedings, except that no warrant for arrest shall be issued for the defendant's failure to appear.** ~~If the fine is not paid within seven (7) days after the notice is issued, then the fine shall be increased by five dollars ($5.00). If~~ **Instead, if** the fine is not paid within fourteen (14) days after the original notice is issued, **the court may enter a judgment of liability by default against the defendant and assess any penalty and costs established by law. The municipal court clerk shall give notice to the defendant of the entry of said default judgment by first class mail addressed to the registered address of the motor vehicle that is the subject of the parking infraction. The defendant may petition the municipal court to vacate the default judgment by filing a written petition with the municipal court clerk within ten (10) days of the date of the notice of entry of the default judgment. If no such petition is filed, the default judgment shall become final, except to the extent the city seeks to immobilize or impound the subject vehicle.** ~~the registered owner of the vehicle shall be issued a summons, or a summons following a complaint, charging the violation of the parking regulation for which the notice was originally issued. The summons, or summons and complaint, shall require a court appearance and the fine shall be assessed and determined by the Municipal Court Judge. In addition, court costs shall be assessed if the defendant is found guilty.~~

…

(10.5) Section 1701 is hereby deleted and replaced with the following:

**1701. Traffic offenses and infractions classified—Penalties—Penalty and surcharge schedule.**

(1) Except as specifically set forth in this Section 1701, it is a civil traffic infraction for any person to violate any of the provisions of this Code. Any designation or classification of a violation in any other Section of this Code is inapplicable and expressly superseded by this Section 1701. Traffic infractions shall constitute civil matters. The Colorado Municipal Court Rules of Procedure shall apply to traffic infraction proceedings, except that no warrant for arrest

shall be issued for the defendant's failure to appear when the only violation charged would constitute a noncriminal traffic infraction and the defendant's driver's license is issued by the State of Colorado or any other state which participates in the Interstate Nonresident Violator Compact, as codified at Section 24-60-2101, C.R.S. Instead, the court may enter a judgment of liability by default against the defendant ~~for failure to appear~~, assess any penalty and costs established by law**,** and report the judgment to the appropriate State motor vehicle department which may assess points against the defendant's driver's license and may take appropriate action to ensure that the judgment is satisfied. **The municipal court clerk shall give notice to the defendant of the entry of said default judgment by first class mail addressed to the registered address of the motor vehicle that is the subject of the traffic infraction. The defendant may petition the municipal court to vacate the default judgment by filing a written petition with the municipal court clerk within ten (10) days of the date of the notice of entry of the default judgment. If no such petition is filed, the default judgment shall become final, except to the extent the city seeks to immobilize or impound the subject vehicle.**

(2) For any violation of any provision of this Chapter or the Model Traffic Code adopted herein which is a traffic infraction, no trial by jury shall be available, no arrest warrant shall be issued for failure to appear to pay, no privilege against self-incrimination shall apply, the standard of proof shall be a preponderance of the evidence, and the conduct of all proceedings applicable to such a violation shall otherwise be in conformity with those generally applicable to civil matters.

(3) The following violations constitute criminal traffic offenses:

(a) A violation of Section 1101 involving driving twenty-five (25) or more miles in excess of the lawful speed limit.

(b) A violation of Section 1101(8)(a) involving driving twenty-five (25) miles or more in excess of the speed limit on any interstate highway.

(c) Violations of Sections 1105 (speed contests), 1401 (reckless driving), 1402 (careless driving), 1409 (failure to show compulsory insurance), 1413 (eluding a police officer), 1703 (aiding and abetting a traffic offense) and 1903 (failing to stop for a school bus) of the Model Traffic Code, as amended.

(4) Notwithstanding any other provision of this Code to the contrary, civil traffic infractions as provided in this Code shall be subject to the ~~following~~ maximum penalt~~y~~**ies** **pursuant to Chapter 1, Article IV of this Code.** ~~a fine of one thousand dollars ($1,000.00)~~ Court costs as authorized by State and local law shall be added to the fine.

(5) Notwithstanding any other provision of this Code to the contrary, criminal traffic offenses as provided in this Code shall be subject to the following maximum penalties: one hundred eighty (180) days imprisonment or fine of ~~one~~ **two** thousand **six hundred fifty** dollars ($~~1,000~~ **2,650**.00) or both. Court costs as authorized by State and local law shall be added to any penalty imposed.

**Section 3.** Section 8-1-60 of the Salida Municipal Code, concerning penalty assessments, is hereby amended, as it relates to the procedure for service and payment of a penalty assessment notice, to read as follows:

**Sec. 8-1-60. – Penalty assessments.**

…

(c) Effect of payment and nonpayment.

(1) By paying the penalty assessment notice, the person named therein as the violator or defendant admits his or her guilt of the charge against him or her and, upon receipt of such payment, the Court shall enter judgment against the defendant that he or she has been found guilty. **If driving a motor vehicle was involved, payment of the penalty assessment constitutes a conviction for the purposes of any penalty enhancement provisions on future offenses.**

(2) If a person to whom a penalty assessment notice is issued fails to pay the penalty assessment specified in said notice before the time in which said person is required to appear before the Municipal Court, said person shall appear before the Municipal Court in person, or by attorney, in order to enter a plea to the charges. If said person fails to appear at the time and place specified in the notice, judgment shall be entered against said person under the terms of Section 1710 of the Model Traffic Code. If said person appears, the Municipal Court will accept said person's plea to the charges contained in the penalty assessment notice and will proceed as though the penalty assessment notice were a summons and complaint.

(3) Nothing contained in this Section shall be deemed to prohibit the Municipal Court from collecting penalty assessments and costs by means other than those described in Part 17 of Article I of the Model Traffic Code.

**(d) When a peace officer is authorized to serve a summons and complaint on any person, the officer may issue a penalty assessment notice if:**

**(1) The offense has been designated by the municipal judge;**

**(2) Only one offense has arisen out of the same episode of violation;**

**(3) No significant hazard to life or property was involved;**

**(4) The offense does not appear to be an intentional or reckless violation; and**

**(5) The circumstances reasonably persuade the officer that the person is likely to comply with the terms of the penalty assessment notice.**

**(e) Service of a penalty assessment notice upon the recipient is complete upon signature by the person on the penalty assessment's "acknowledgement of guilt or promise to appear." At that point, the person shall either pay the specified fine at the place and**

**within the time specified on the notice or appear at the place and time specified on the notice to be arraigned by the municipal judge. If the person withdraws a plea of not guilty and enters a guilty plea to the judge, or, upon trial, if the person is found guilty, the fine imposed shall be that specified on the penalty assessment notice and court costs shall also be imposed.**

**Section 4.** Section 8-3-50 of the Salida Municipal Code, concerning abandoned and inoperable vehicles, is hereby amended, as it relates to violations, to read as follows:

**Sec. 8-3-50. - Violations.**

(a) Any person who violates any provisions of this Article within the City commits ~~an unlawful act and a misdemeanor~~ **a civil violation**. Any person convicted of such a violation shall be ~~guilty of a misdemeanor and~~ subject to the provisions of Chapter 1, Article IV of this Code. Further, the City shall be entitled to pursue any other civil ~~or criminal~~ remedy available at law to enforce the provisions of this Chapter.

(b) ~~It shall be an affirmative defense to any criminal charge arising under this Article that the vehicle was abandoned without knowledge and consent of the person charged~~.

**Section 5.** *Severability*. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

City of Salida

_____
Mayor P.T. Wood

ATTEST:

_____
City Clerk/Deputy City Clerk

# CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Administration | Drew Nelson - City Administrator | September 7, 2021 |

## ITEM

Declaration of Extension of State of Emergency – Covid-19 Action Plan Implementation

## BACKGROUND

As we are all quite aware, the worldwide COVID-19 pandemic has created an environment where federal, state and local governments Article XVII, Section 2-17-10 of the Salida Municipal Code states that when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency by proclamation. After conferring with the Chaffee County Public Health, on Friday, March 13th, 2020, such an emergency declaration was approved by Mayor Wood to approve the City of Salida COVID-19 Action Plan. The City Council ratified the emergency declaration on March 17th, 2020, extending until April 25th, 2020. Seventeen (17) extensions have been granted for the Declaration, with the most recent one ending on September 8th, 2021. Staff continues to work with Chaffee County Public Health to revise the City of Salida COVID-19 Action Plan to reflect changes to the State of Colorado's COVID-19 Dial, identifying rates of infection, positivity rate, and hospitalizations as data points for moving up or down on the City's Tiered response (a copy of the Action Plan is attached hereto for your review). Currently, the City is at Tier I in the Action Plan, with Chaffee County continuing to have a public health order in place.

Section 2-17-30 establishes a term of no more than ten (10) days of for any emergency declaration. It also provides that the City Council may extend any proclamation issued by the Mayor for a period not to exceed forty (40) days by a two-thirds (2/3) vote. As issues related to COVID-19 continue, it is imperative that the City continues to follow the protocols established in the Action Plan.

## FISCAL NOTE

No direct costs immediately; however, costs may be incurred as this ever-evolving situation goes forward.

## STAFF RECOMMENDATION

Due to stagnating vaccination rates and the highly-contagious Delta variant now being the dominant strain in Colorado, it has become evident that the City should retain its emergency footing as we head through the fall months. Staff recommends approval

## CITY COUNCIL ACTION FORM

| Department | Presented by | Date |
|---|---|---|
| Administration | Drew Nelson - City Administrator | September 7, 2021 |

by the City Council of a Declaration of Extension of Local State of Emergency to implement the City of Salida's COVID-19 Action Plan, as currently established, until October 6th, 2021, which is one day after the first regular City Council meeting in October.

## SUGGESTED MOTION

A City Councilmember should state, "I move to approve a Declaration of extension of Local State of Emergency to implement the City of Salida's COVID-19 Action Plan, extending until October 6th, 2021," followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO**
**EXTENDING A LOCAL STATE OF EMERGENCY**
**REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)**

**FINDINGS AND CONCLUSIONS:**

**WHEREAS,** COVID-19 is a highly contagious virus that has spread to numerous countries throughout the world, including the United States; and

**WHEREAS,** the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and

**WHEREAS,** on March 11, 2020, the World Health Organization ("WHO") declared the worldwide outbreak of COVID-19 a "global pandemic", pushing the threat beyond the "global health emergency" it had announced in January; and

**WHEREAS,** on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and

**WHEREAS,** on March 13, 2020, the Board of County Commissioners of Chaffee County declared a Local Disaster Emergency as authorized under C.R.S. § 24-33.5-703(3) to assist local governments in responding to and recovering from emergency events, including emergency epidemics and pandemics; and

**WHEREAS**, on March 17, 2020, the Salida City Council unanimously approved an initial Local State of Emergency regarding COVID-19, extending until April 25, 2020; and

**WHEREAS**, on April 21, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 6, 2020; and

**WHEREAS**, on May 5, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 3, 2020; and

**WHEREAS**, on June 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 8, 2020; and

**WHEREAS**, on July 7, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2020; and

**WHEREAS**, on August 4, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 2, 2020; and

**WHEREAS,** on September 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until October 7, 2020; and

**WHEREAS**, on October 6, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until November 4, 2020; and

**WHEREAS**, on November 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until December 2, 2020; and

**WHEREAS,** on December 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until January 6, 2021; and

**WHEREAS,** on January 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until February 3, 2021; and

**WHEREAS**, on February 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until March 3, 2021; and

**WHEREAS**, on March 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until April 7, 2021; and

**WHEREAS**, on April 6, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 5, 2021; and

**WHEREAS**, on May 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 2, 2021; and

**WHEREAS,** on June 1, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 7, 2021; and

**WHEREAS,** on July 6, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2021; and

**WHEREAS,** on August 3, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 8, 2021; and

**WHEREAS,** the Chaffee County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that numerous travelers from around the world visit the County, Chaffee County will see cases of the virus and its transmission within the community; and

**WHEREAS,** Article XVII, Section 2-17-10 of the Salida Municipal Code authorizes the Mayor to declare a State of Emergency via proclamation when it appears that the general health, safety and welfare of the inhabitants of the City are threatened by general public unrest or riot, or by attack upon the State; and

**WHEREAS,** Article XVII, Section 2-17-30 allows for the City Council to extend any proclamation issued by the Mayor under Section 2-17-10 to be extended for a period not to exceed forty (40) days by a two-thirds (2/3) vote; and

**WHEREAS**, the City's current State of Local Emergency proclamation will expire on September 8, 2021; and

**WHEREAS,** the cost and magnitude of responding to and recovering from the impact of the COVID-19 virus on local emergency services providers and medical services is anticipated to be far in excess of the community's available resources; and

**WHEREAS,** in response to the outbreak of COVID-19 in Chaffee County and the Salida community, and in light of the ongoing risk to public health and safety, at this time it is necessary to extend the existing Local State of Emergency.

**NOW THEREFORE, IT IS HEREBY DECLARED BY THE SALIDA CITY COUNCIL:**

Section 1. The confirmed presence of COVID-19 in Chaffee County constitutes a Local State of Emergency, as defined in Article XVII, Section 2-17-10 of the Salida Municipal Code, not to exceed a term of forty (40) days.

Section 2. The effect of this declaration of Local State of Emergency shall continue the City's COVID-19 Action Plan, revised and effective as of December 1, 2020, attached hereto as Exhibit A, authorizing a tiered approach to proactively respond to changes in the COVID-19 situation as well as reflect the recommendations of our Federal, State, and Local Health Departments.

Section 3. This declaration shall be made effective immediately on September 7, 2021, and shall be in effect until October 8, 2021.

**APPROVED, DECLARED AND ADOPTED** on this 7th day of September, 2021.

CITY OF SALIDA, COLORADO

[ SEAL ]

ATTEST:

P.T. Wood, Mayor
City of Salida, Colorado

City Clerk

## CITY OF SALIDA – COVID-19 ACTION PLAN

**Purpose:** To provide a comprehensive and tiered Action Plan to City of Salida officials in response to the ongoing COVID-19 pandemic. This Action Plan is intended to slowly escalate to proactively respond to changes in the situation as well as reflect the recommendations of our State and local Public Health Departments. This Action Plan is effective December 1, 2020, until further notice.

**Authority:** Per Sections 2-17-10 and 2-17-20 of the Salida Municipal Code, when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency proclamation. The proclamation may impose a curfew within the City, may prohibit public or private assemblies, may impose restrictions on movement within the City and may contain other regulations necessary and proper to the maintenance of public peace, order and safety.

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### Tier I – Level Green/Blue

**Heightened Awareness.** The Colorado Department of Public Health and Environment (CDPHE)or Chaffee County Public Health Department (CCPH) have indicated that COVID-19 is in the state and are encouraging citizens to be aware and to focus on sanitization and hygiene. CDPHE and/or CCPH has placed Chaffee County in either Level Green or Level Blue on the State's COVID-19 Dial, with Incidence Rates of up to 75 cases per 100,000 residents (or more than 15 cases in Chaffee County per two-week period), or when the percentage of positive tests is below 1.5%.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave.
- Identify work spaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
- Wash hands often, also use hand sanitizer often.
- Face coverings are required in indoor public settings.
- Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
- Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding.
- Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected City Staff (gloves, masks, etc.).

- Meetings of the City Council, and of official City Boards and Commissions, will offer the option for remote attendance and participation.

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**Tier II – Level Yellow**

**Statewide Concern.** CDPHE and/or CCPH have indicated multiple cases of COVID-19 within the Chaffee County. CDPHE and/or CCPH has placed Chaffee County in Level Yellow on the State's COVID-19 Dial. Incidence Rates are between 75 and 175 cases per 100,000 residents (or between 15 and 35 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 1.5% and 3%. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier II which, in addition to Phase I steps, include:

- Teleworking and staggered shifts authorized. Departments should utilize telework options for a limited number of employees to lessen the impact on Tech Services.
- Meetings of the City Council, and of official City Boards and Commissions, will offer the option to attend and participate remotely, and may take place in person following all physical separation requirements. Attendance by members of the public may occur based on room size/capacity and maintaining 6' of distance between attendees.
- Employees should refrain of physical contact with each other and with members of the public. CDPHE and CCPH recommends a 6' distance of separation.
- Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
- City Departments should begin to limit internal meetings. Face coverings are required when meeting in person with other employees or while away from one's office or desk.
- Employees who self-identify as high risk (having compromised immune systems, for example) should work from home.
- The City will take direction from CDPHE and CCPH.

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**Tier III – Level Orange/Red**

**Chaffee County Concern.** Chaffee County Health has indicated multiple rising cases of COVID-19 within Chaffee County, with an Incidence Rate between 175 and 350 per 100,000 residents (or between 35 and 70 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 3% and 5%. CDPHE and/or CCPH has placed Chaffee County in either Level Orange or Level Red of the State's COVID-19 Dial. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier III which, in addition to Phase II steps, include:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk.
- Meetings of the City Council, and of official City Boards and Commissions, may take place in person following all physical separation requirements, and with the following limited

restrictions: in-person attendance of the public is limited to only applicants or appellants for quasi-judicial hearings. Remote attendance and participation by all parties, including City Councilmembers and staff, is strongly encouraged.

- Recreation programs shut down, including very limited access to, or closure of, the Salida Hot Springs Aquatic Center, the SteamPlant Event Center, and the Rotary Scout Hut. Specific closure dates shall be established by Department Heads and announced via press release.
- Teleworking and staggered shifts authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Departments must take additional steps they have identified to limit exposure between employees and between employees and members of the public.
- Reduced staffing in City buildings authorized. Departments will take steps to ensure City buildings are minimally staffed, and public access is very limited. Employees are encouraged to perform all tasks remotely, if possible. Face coverings must be worn at all times, including while in one's office or at one's desk.
- Heightened level of sanitization of spaces including additional germicide spraying.
- Selected City Staff have PPE on hand and begin utilization, as appropriate.
- Public events (other than official meetings of the City Council, or of official City Boards or Commissions) scheduled to take place in City-owned facilities are suspended until further notice. The Salida community is strongly encouraged to engage in social distancing and to postpone or cancel any gatherings where people will congregate in large numbers and/or in close contact with one another.
- Other steps as directed by CDPHE and CCPH.

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## Tier IV – Level Red/Purple

**Full implementation of Response Plan.** Tier IV may occur at such time as CDPHE and/or CCPH places Chaffee County in either Level Red or Level Purple on the State's COVID-19 Dial, with Incidence Rates in excess of 350 cases per 100,000 residents in Chaffee County (or more than 70 cases in Chaffee County per two-week period), or when the percentage of positive tests exceeds 5%, or schools are shut down, or hospitalizations exceed bed capacity at health facilities in Chaffee County, or at such other time as Salida deems it to be in the best interest of the organization and/or community. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier IV which, in addition to Phase III steps, include:

- City Buildings minimally staffed, no public access. Public will be directed to conduct business online, if feasible, or by phone. Non-essential services (City Hall Administration, City Hall Finance, Fire Station Administration, Police Station Administration, and Public Works Administration) are closed to the public. Public is encouraged to use digital and telephone communication, website access, online payments, and other ways of communication to conduct business with the City. Masks required at all times.

- In-Person attendance of meetings of the City Council, and of official City Boards and Commissions, shall be heavily restricted to only staff and select Elected or Appointed Officials who are necessary to be present to effectively run meetings. Any attendance and participation by the public, including applicants and appellants for quasi-judicial hearings, shall be conducted remotely only.
- Departments will fully enact Departmental plans. Teleworking options and staggered shift work maximized. Only essential services ongoing, unless able to be provided through employees working remotely.
- Incident Command may be set up locally or in coordination with County Authorities.
- Selected City Staff mandatory use of PPE.
- Other steps as directed by State and Local Health authorities, including support of their efforts.

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Mayor P.T. Wood asks that the community remain vigilant during these challenging times. "Chaffee County Public Health has worked very hard to get our community through a tumultuous period while keeping our business community intact. It is critically important that we increase our efforts to limit the spread of the disease to the greatest extent possible as we head into the upcoming winter months. Remember that Chaffee's Got Heart:

- **H**ang at Home if Sick
- **E**xcel at Handwashing
- **A**lways Wear a Mask in Public
- **R**espect Social Distancing
- **T**est if You Have Symptoms