



CITY COUNCIL REGULAR MEETING

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

January 17, 2023 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve January 3, 2022 Minutes

4. Approve Purchasing Policy

5. Approve an Elks Club Special Event

6. Approve Hangar Ground Lease Agreement for Salida Lumber Yard LLC

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

7. **Ordinance 2023-01** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE LUNDBERG/CASRO ANNEXATION, **FINAL READING AND PUBLIC HEARING**

8. **Ordinance 2023-02** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE LUNDBERG/CASTRO ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, **FINAL READING PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

9. **Resolution 2023-03** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE LUNDBERG/CASTRO ANNEXATION.

10. **Resolution 2023-04** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH KAREN LUNDBERG AND VIRGINIA CASTRO FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY

11. **Resolution 2023-05** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING AN APPLICATION FOR THE STATE OF COLORADO INNOVATIVE HOUSING DEVELOPMENT INCENTIVES GRANT PROGRAM

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.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

[12.](#) Staff Reports

BOCC Report

[13.](#) BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
January 03, 2023 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Harald Kasper
Council Member Alisa Pappenfort
Council Member Mike Pollock
Mayor Dan Shore
Treasurer Merrell Bergin

ABSENT

Council Member Justin Critelli
Council Member Dominique Naccarato
Council Member Jane Templeton

Civility Invocation

CONSENT AGENDA

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

Voting Yea: Council Member Kasper, Council Member Pappenfort, Council Member Pollock
THE MOTION PASSED.

Approve Agenda

Approve December 20, 2022 Minutes

Approve Contract with Salida Wrestling Association and Buena Vista Mountain Adventures

CITIZEN COMMENT—Three (3) Minute Time Limit

Cheryl Brown-Kovacic and Cory Riggs spoke during Public Comment.

PROCLAMATIONS

Dr. Martin Luther King Jr. Day Proclamation

Mayor Shore read the proclamation and declared January 16, 2023 as Dr. Martin Luther King Jr. for the City of Salida.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2022-26 An ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 13, ARTICLE III OF THE SALIDA MUNICIPAL CODE ENTITLED "WATER AND WASTEWATER FEES, RATES AND CHARGES" TO AMEND THE EXISTING

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.

CUSTOMER CLASS/DEFINITION OF ACCESSORY DWELLING UNITS, FINAL READING AND PUBLIC HEARING

Mayor Shore opened the Public Hearing. Planner Kathryn Dunleavy presented the Ordinance.

Hearing no comment, Shore closed the Public Hearing.

Council discussed the Ordinance.

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

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2023-01: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY COUNCIL MEETINGS AND OTHER CITY BUSINESS

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

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

THE MOTION PASSED.

Resolution 2023-02 AMENDING AND READOPTING A CIVILITY INVOCATION

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

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

THE MOTION PASSED.

Ordinance 2023-01 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE LUNDBERG/CASRO ANNEXATION, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and set a Public Hearing for January 17, 2023, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

Ordinance 2023-02 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE LUNDBERG/CASTRO ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Kasper moved to approve the Ordinance on first reading and set a Public Hearing for January 17, 2023, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 6:22 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Kristen Hussey - Assistant Finance Director	January 3, 2023

ITEM

Consent Agenda

Adopt the updated purchasing policy, electronic payments policy, and updated credit card policy (see attached).

BACKGROUND

The City's current purchasing policy was adopted in 2009, and the current credit card policy needed to be updated in order to reflect changes made in 2022 to the personnel manual. The City has not historically had an electronic payments policy. The new purchasing policy has been distributed to all department heads, City Administrator, Treasurer, Finance Committee and City Attorney and their comments have been incorporated into the attached documents. The following major changes have been made to the updated policies:

- **Purchasing Policy**
 - Increased purchasing thresholds that vary by staff level,
 - Updated purchasing procedures reflective of Section 6.20 in the Personnel Manual,
 - Purchases that have a perceived conflict of interest over \$10,000 must go through the formal or informal bid process and disclosed at a City Council meeting prior to awarding the bid
 - Additional information and procedures related to sole source purchasing and cooperative purchasing
 - Updated policies to ensure appropriate purchasing when spending for grant-funded projects.
- **Credit Card Policy**
 - Updated purchasing procedures reflective of Section 6.20 in the Personnel Manual
- **Electronic Payments Policy**
 - New policy
 - Allows the City to take advantage of more efficient payment processes
 - Ensures procedures surrounding electronic payments have proper segregation of duties

FISCAL NOTE

None

STAFF RECOMMENDATION

To approve the updated purchasing policy, credit card policy and electronic payments policy.

SUGGESTED MOTION

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

Purchasing Policy
Adopted: January 3, 2023



Item 4.

Introduction:

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

Scope:

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

Purchasing Levels and Required Documentation – for Budgeted Purchases:

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

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

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

Additional Considerations:

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

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

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

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

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

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

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

General Purchasing Procedures

Purchases can be made by one of the following means:

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

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

request is only to be used when the vendor documentation is unavailable or does not provide the necessary information to describe the nature of the expense, payment due dates, etc.

- b. The requestor must sign the check request and, if the purchase amount exceeds the requestor's purchase authority, the requestor's supervisor must also approve the check request.
- c. The requirements in 1.e. above also apply to check requests.
- d. There is no need to complete a check request to attach to expense reports or vendor invoices.

5. Petty cash – Used only in approved locations for small items that cannot be charged to a credit card or open account.

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

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

Tax-Exempt Status:

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

Multiple Year Obligations:

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

Conflict of Interest:

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

Professional Services:

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

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

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

Purchase Orders

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

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

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

with vendors/contractors, and document these considerations in writing.

Exempt Items

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

Bid Processes

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

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

1. The City Administrator’s approval shall be obtained before the bid is advertised.
2. A request for open bids must be advertised in a newspaper of general circulation in the City, in local online publications, and on the City website, and must be posted to any bidding portal the City is under contract with.
3. The City shall always reserve the right to reject any and all bids.
4. The primary criteria for a bid award are conformance with all bid specifications including all bonding and licensing requirements and low amount of bid. However, department heads should also consider other qualifications of the bidder including, but not limited to: historical experience with the bidder, and the bidder’s institutional knowledge of facilities and infrastructure. Department heads are encouraged to

utilize a Request for Qualifications (RFQ) process in order to obtain a vendor/contractors qualifications as it relates to the proposed project.

5. Where no bids are received or, if in the opinion of the City Council, all bids received are too high, the City may enter into negotiations concerning the contract. No negotiated price shall exceed the lowest responsible bid previously received.
6. City Council shall award the contract to the successful bidder, considering bidder's qualifications, bid amount, and other relevant specifications.

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

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

Types of Bids

Competitive (Formal) Bid Process

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

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

Informal Bids

- a. Department heads or their designees may obtain informal bids on purchases of goods or services with a cost of less than \$50,000. This may be accomplished by phone calls, emails or similar communication and a written quote or bid must be obtained and documented.
 - a. Informal bids or quotations must include the name of the firm, name of person providing the information, delivery date and terms, and payment terms.
 - b. A minimum of three quotations shall ordinarily be required.
 - c. A refusal to bid constitutes a bid but cannot be the only other bid received. Every effort must be made to receive at least three actual bids.

- d. The award shall be made to the vendor meeting the specifications of the bid, giving consideration to service, quality, references and delivery, and having the lowest price. The City shall reserve the right to reject any and all bids.
- e. Copies of all bid documents shall be submitted to the Finance Department for filing and will be kept in accordance with the Document Retention Schedule.

Local Vendor Preference

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

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

Items/Purchases Exempt from Bidding Process

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

Requirements Specific to Construction of Works of Public Improvement

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

Sole Source Exemption from Formal Procurement

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

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

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

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

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

Cooperative Purchasing

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

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

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

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

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

Miscellaneous Purchasing Provisions

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

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

Ethical Responsibilities

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

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

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

Appendices:

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

Exhibits:

- A. Purchase Order Form
- B. Expense Report Form
- C. Purchasing Policy Exemption Approval Form
- D. Check Request Form

References:

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

Related Policies:

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

Definitions:

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

Appendix A

Procurement Policies and Procedures for Federally Funded Programs

Reference 2 CFR 200.318-326

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

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

3. Competition.

Procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The City shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the City, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the City. All bids or offers may be rejected when it is in the City's interest to do so. In all procurement, the City shall avoid practices that are restrictive of competition. These include but are not limited to:

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

4. Methods of Procurement to be followed.

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

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

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

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

- i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local and tribal governments, the invitation for bids must be publicly advertised;
- ii. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- iii. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- v. Any or all bids may be rejected if there is a sound documented reason.

- d. Procurement by Competitive Proposals. Competitive proposals are normally conducted with more than one source submitting an

and either a fixed price or cost- reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- (2) Proposals must be solicited from at least three qualified sources;
- (3) The City agency must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The City must use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

e. Procurement by Noncompetitive Proposals. Procurement by non-competitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

5. Procurement procedures.

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

- (1) The City avoids purchasing unnecessary items.
- (2) Where appropriate, an analysis is made of lease versus purchase alternatives to determine which would be the most economical and practical procurement.
- (3) Solicitations for goods and services provide for all of the following.

- i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which must be fulfilled and all other factors to be used in evaluating proposal submitted in response to solicitations.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. When relevant, the specific features of "brand name or equal" descriptions that are to be included in responses submitted to solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- b. All necessary affirmative steps shall be made by the City to utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms, whenever possible. The City shall take all of the following steps to further this goal.
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or any quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.
- c. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the City but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of- cost" or "percentage of construction cost" methods of contracting shall not be used.

- d. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- e. Debarment and Suspension - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. For instructions and more information on how to find a list of current companies and individuals that have been declared ineligible to receive federal contracts can visit the Department of Labor's website at www.dol.gov/agencies/ofccp/debarred-list. Contractors with multiple year contracts will be checked against the GSA list at each renewal time.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- g. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- h. The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- i. The City is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- j. The City must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City must not preclude potential bidders from qualifying during the solicitation period.

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

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

8. Procurement records. Procurement records and files for purchases in excess of the Micro-purchase threshold as fixed at 48 CFR Sub

2.1 (currently \$5,000) shall include the following at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids or offers are not obtained, and (c) basis for award cost or price.

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

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

- a. Contracts more than the Semiformal Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms and provide for such remedial actions as may be appropriate.
- b. All contracts in excess of the Semiformal Acquisition Threshold shall contain suitable provisions for termination by the City, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c. For contracts dealing with construction or facility improvements the City shall comply with all requirements imposed by its funding sources (and the government regulations applicable to those funding sources) with regard to construction bid guarantees, performance bonds, and payment bonds.
- d. All negotiated contracts (except those for less than the Semiformal Acquisition Threshold) awarded by the City shall include a provision to the effect that the City shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- e. All contracts, including small purchases, awarded by the City and their contractors where the source of the funds, directly or indirectly, is the federal government, shall contain the following procurement provisions as applicable.
 - i. Equal Employment Opportunity - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - ii. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- iii. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - **When required by Federal program legislation**, all construction contracts awarded by the recipients and sub recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- i. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - All contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
- ii. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- vi. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and sub grants of amounts in excess of \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- vii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contracts for an amount above \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and to further require disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- i. Third party contracting requirements (FTA Circular 4220.1F) - This circular sets forth the requirements a grantee must adhere to in the solicitation, award and administration of its third-party contracts. Provisions of this circular will be added to all operating contracts utilizing formula funds for operating assistance.

DRAFT



POLICY

City of Salida Credit Cards

City of Salida, Colorado

EFFECTIVE DATE:

[Date]

City of Salida Credit Card Policy

1. The City of Salida credit card is to be used only for the following reasons:
 - a. For the purchase of goods and/or services budgeted for my department, to be used in the conduct of official business or attendance at professional meetings, conferences, or training sessions which promote overall job knowledge, and
 - b. For the purchase of pre-approved travel on city business.
2. I understand that the purchases made on my City issued credit card must adhere to the rules of Section 6.20 "Travel and Expense Reimbursement" of the Personnel Manual.
3. I understand that this card is not for the purpose of obtaining cash advances, and never for personal business. Cash advances for a City emergency must be authorized by the City Administrator, Finance Director, or my immediate supervisor. Cash advances can only be used for City emergencies when no other option is available, and I am away from Salida on City business.
4. Any misuse of this card will result in disciplinary action, up to and including termination.
5. I understand that it is my responsibility to retain invoices or receipts for all transactions that the card is used to pay for, fill out an Expense Report form for those invoices or sales slips, obtain my supervisor's approval (regardless of dollar amount), and submit these documents to the Finance Department in a timely manner with my monthly statement. I understand that my credit card balance will only be paid after this paperwork is submitted to the Finance Department, and thus, must be submitted timely.
6. Upon termination of my employment with the City, I will not receive a final paycheck until my credit card has been returned to the City and all charges have been accounted for.
7. I understand that I will use reasonable efforts to obtain and submit all receipts and invoices related to my credit card charges. However, if I misplace a receipt or invoice, I will include this charge on my Expense Report form, and fill out the Credit Card Missing Receipt Form as proof of a reasonable City-related business charge. I acknowledge that repeated lack of documentation could result in revocation of my City credit card.

Credit Card Employee Agreement

I, _____, an employee of the City of Salida, acknowledge that I have been issued the below City of Salida VISA credit card, have read the above policy and agree to abide by all conditions within the policy.

Agreed to by: _____ Date: _____
Employee Signature

For Finance Department Use Only:

Credit Card Number: _____ Date Issued: _____

POLICY

Electronic Funds / Wire Transfer Policy

City of Salida, Colorado

EFFECTIVE DATE:

[Date]



Electronic Funds / Wire Transfer Policy

I. SCOPE

This Electronic Fund Transfer Policy ("Policy") applies to all staff who are approved to utilize electronic funds transfers, such as Automated Clearing Houses (ACH), wire transfers for payments made on behalf of the City of Salida ("City"). Please see section IV below for the definitions of terms contained in this Policy.

II. POLICY STATEMENT

Electronic Funds Transfer (EFT) offers an efficient way to move funds but possesses inherent risks. This Policy is intended to establish effective controls surrounding EFT processing requirements. The purpose of this Policy is to ensure that EFT's are initiated, executed, and approved in a secure manner through effective controls in order to mitigate risk.

There are six types of situations that may require an EFT payment method:

- Payments to vendors or suppliers,
- Payroll related expenditures,
- Loan payments,
- Sales tax remittance,
- Credit card payments, and
- Transfers of investment monies.

There are four different ways to execute an EFT payment method:

- Payment directly on vendor website,
- ACH initiation through bank website,
- Wire initiation through bank, and
- ACH payments initiated through the City's payment processor within the City's normal payment process.

III. POLICY

This Policy requires that appropriate internal procedures are utilized in the processing of EFT's in order to ensure that adequate banking controls are maintained and to prevent any fraudulent or unauthorized payments. An EFT may be used when a situation requires immediate funding, or when a paper check is not an appropriate form of payment due to timing concerns or vendor requirement, or when it is more efficient and cost effective to utilize an ACH/EFT payment method through the City's payment processor within the City's regular payment process.

Payments via vendor website are allowable, but the Finance Director must pre-approve the vendor for electronic payment via website prior to payment being issued. Attached in Appendix A is a listing of approved vendors that can be paid via vendor website. Appendix A is subject to change at the Finance Director's discretion and written approval. If an electronic payment is required to a vendor that is not on the approved vendors list, the Finance Director must sign off on this vendor payment prior to payment being issued.

To support the safety of City funds in the EFT environment, the procedure to initiate and process EFT's are subject to the same financial policies, procedures, and controls that govern disbursements of City funds by any other means (i.e. check disbursements).

For all wires, the City Administrator or Finance Director will communicate with the Initiator in writing, with appropriate supporting documentation, the need for a wire transfer. The Initiator will then call the Wire Support department at the bank to set up the wire, confirm payment information, and obtain a reference number for the wire. There must be assurance that adequate separation of duties exists.

For ACH/wire EFT requests to new vendors with new transmitting information, the source must be verified and the request approved. Verification procedures include:

1. Obtaining a written verification for all wire transfer requests,
2. Utilizing a confirming follow-up using another mode of communication should be completed (if it is an email request, call the requestor back to speak with them in person),
3. Including a multi-person approval process, and
4. Training all staff who may receive these requests to ensure everyone understands the process, and indicators of potentially fraudulent emails.

All users involved in the EFT process shall be assigned individual user profiles by banking personnel. Reconciliation of banking activity with regard to EFT's to the City general ledgers will be completed in a timely manner with proper investigation and resolution of reconciling items during the monthly bank reconciliation process.

IV. DEFINITIONS

Approver/Authorized Signatory: The staff member responsible for completing and verifying the funds transfer.

Automated Clearing House (ACH): An electronic network for financial transaction in the United States. ACH processes large volumes of credit and debit transactions in batches. Debit

transfers may include new applications such as the point-of-purchase check conversion pilot program sponsored by the National Automated Clearing House Association (NACHA).

Electronic Funds Transfer (EFT): The electronic transfer of money from one bank account to another, either from a single financial institution or across multiple institutions, via computer-based systems, without the direct intervention of bank staff.

Initiator: The staff member responsible for processing EFTs for the City. The Initiator is most often the Staff Accountant.

Vendor: Any person or organization being paid from the City's Finance department.

Wire Transfer: A method of electronic funds transfer from one person or entity to another. A wire transfer can be made from one bank account to another bank account. Transactions made by wire transfers can typically be transferred within a day. As opposed to ACH payments, wire transfers are often used for individual transactions.

Appendix A: Vendors Eligible for Electronic Payments

Through Vendor's Website:

- Verizon
- Charter/Spectrum
- CenturyLink/Lumen
- AT&T
- Fuelman/Fleetcor
- Colorado Department of Revenue
- FPPA
- Xcel

Via ACH Payment:

- ADP
- Capital One Public Funding (Jamsab Realty)
- Cheryl Hardy-Moore
- CardConnect Merchant Services
- Amilia
- VeriCheck
- TSYS Merchant Services
- USAePay
- ICMA / MissionSquare
- Rocky Mountain Reserve
- Richard Ruiter M.D.
- Salida Bottling Co
- Hibu
- USDA
- Colorado Water Resources & Power Authority
- UMB Bank
- Pitney Bowes
- Glacier Bank / Collegiate Peaks Bank



SALIDA ELKS LODGE NO. 808
BENEVOLENT & PROTECTIVE ORDER OF ELKS
148 E 2ND ST.
P. O. BOX 967
SALIDA, CO 81201-0967
719-539-6976
bpoc808@bresnan.net



January 3, 2023

To whom it may concern,

Salida Elks Lodge 808 is asking for a special event permit for a Sweetheart Ball on Saturday, Feb. 11th, 2023, from 5:00 pm until midnight.

This was discussed at our board meeting on December 12th, 2022. The event was approved by our officers and members. The event will include dinner and music.

The Lodge has held a Sweetheart Ball for many years, the proceeds of which support our lodge programs.

Thank you,

William Morris Salida Elks Lodge Lecturing Knight and event coordinator

Submitted by:

A handwritten signature in black ink, appearing to read "James DeLuca".

James DeLuca Salida Elks Lodge Secretary

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
SALIDA LODGE NO. 808 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE
UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 10/03/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911079196 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/29/2022 that have been posted, and by documents delivered to this office electronically through 01/03/2023 @ 10:55:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/03/2023 @ 10:55:15 in accordance with applicable law. This certificate is assigned Confirmation Number 14577122 .



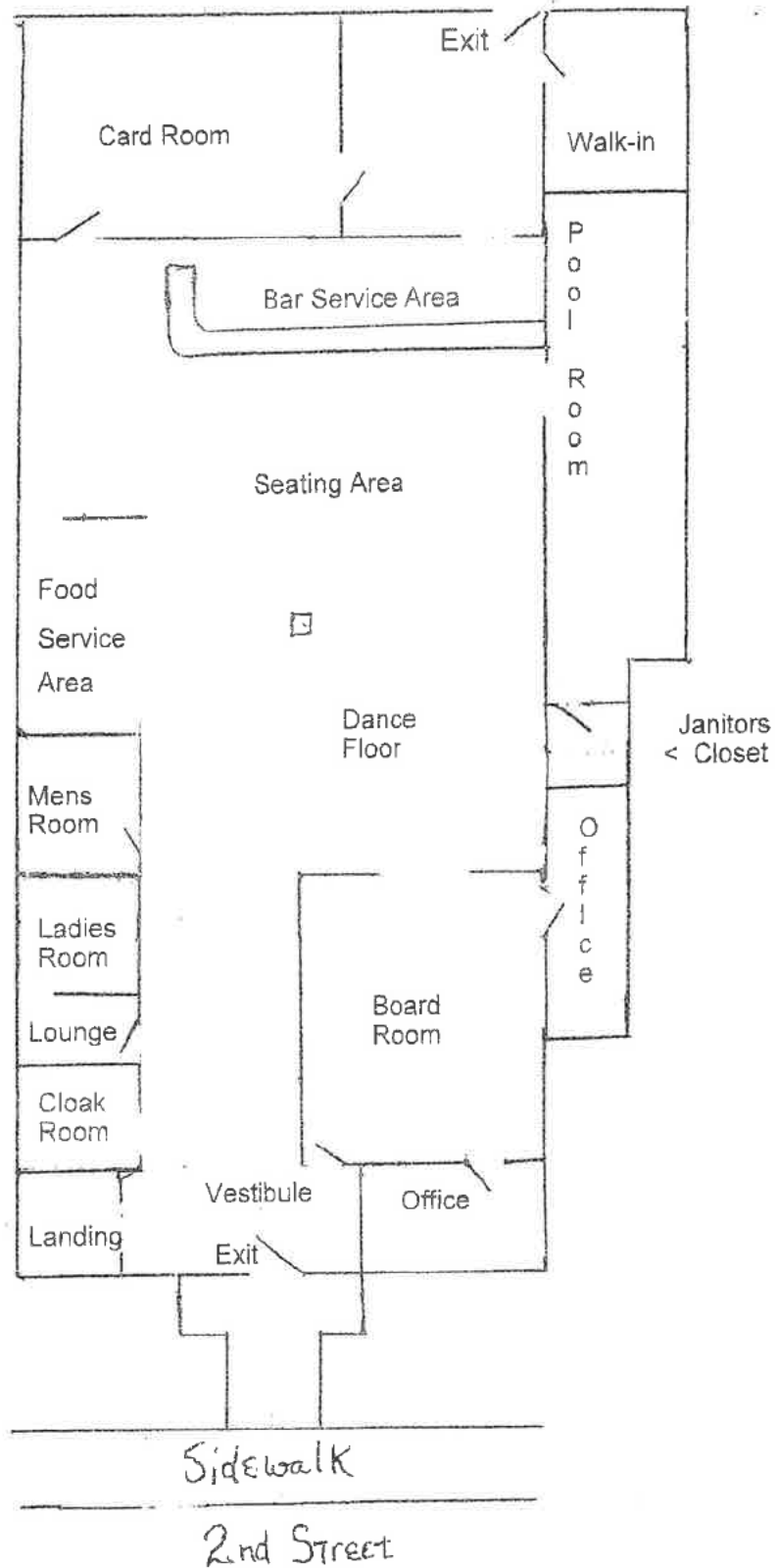
Jena Griswold

Secretary of State of the State of Colorado

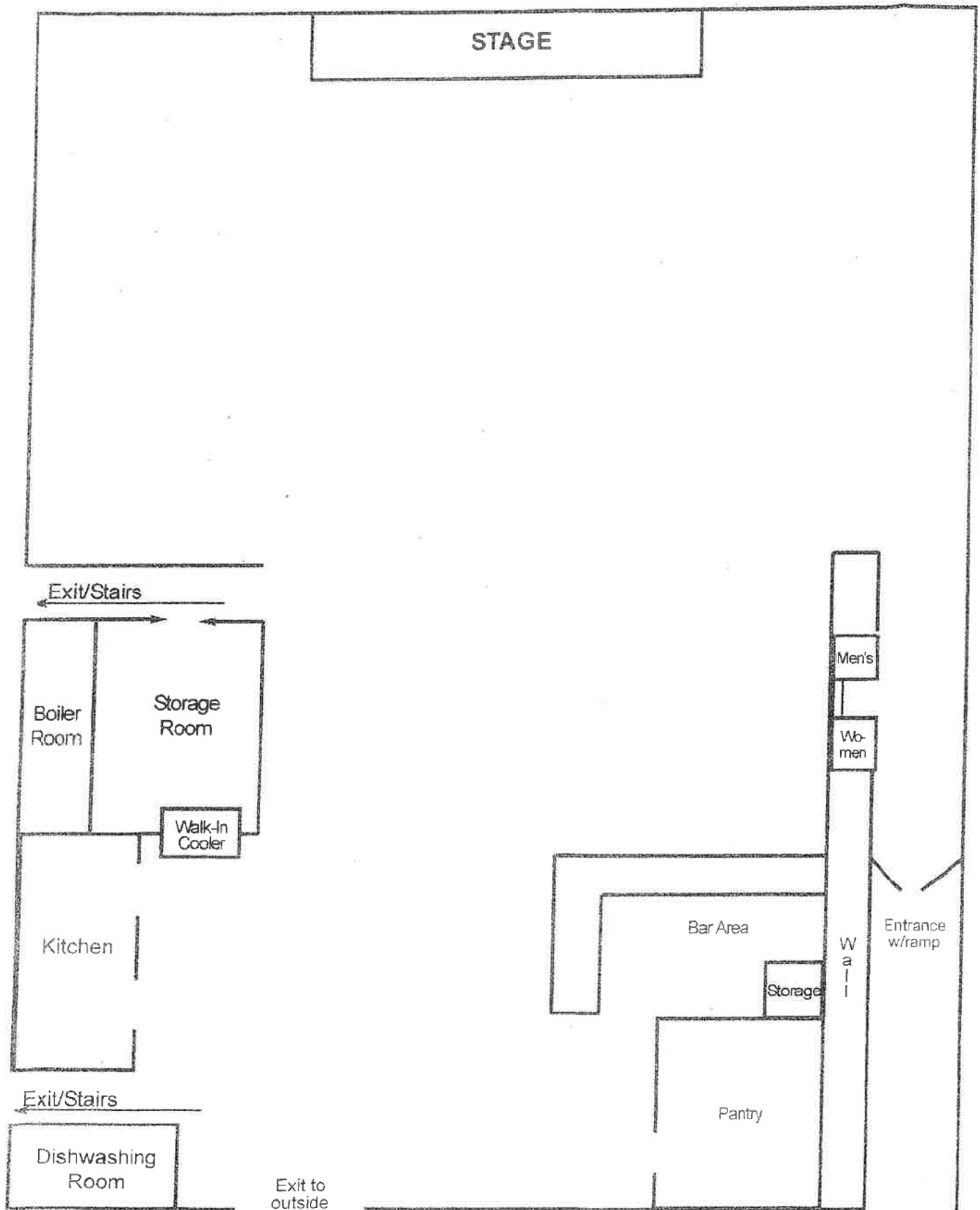
*****End of Certificate*****

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

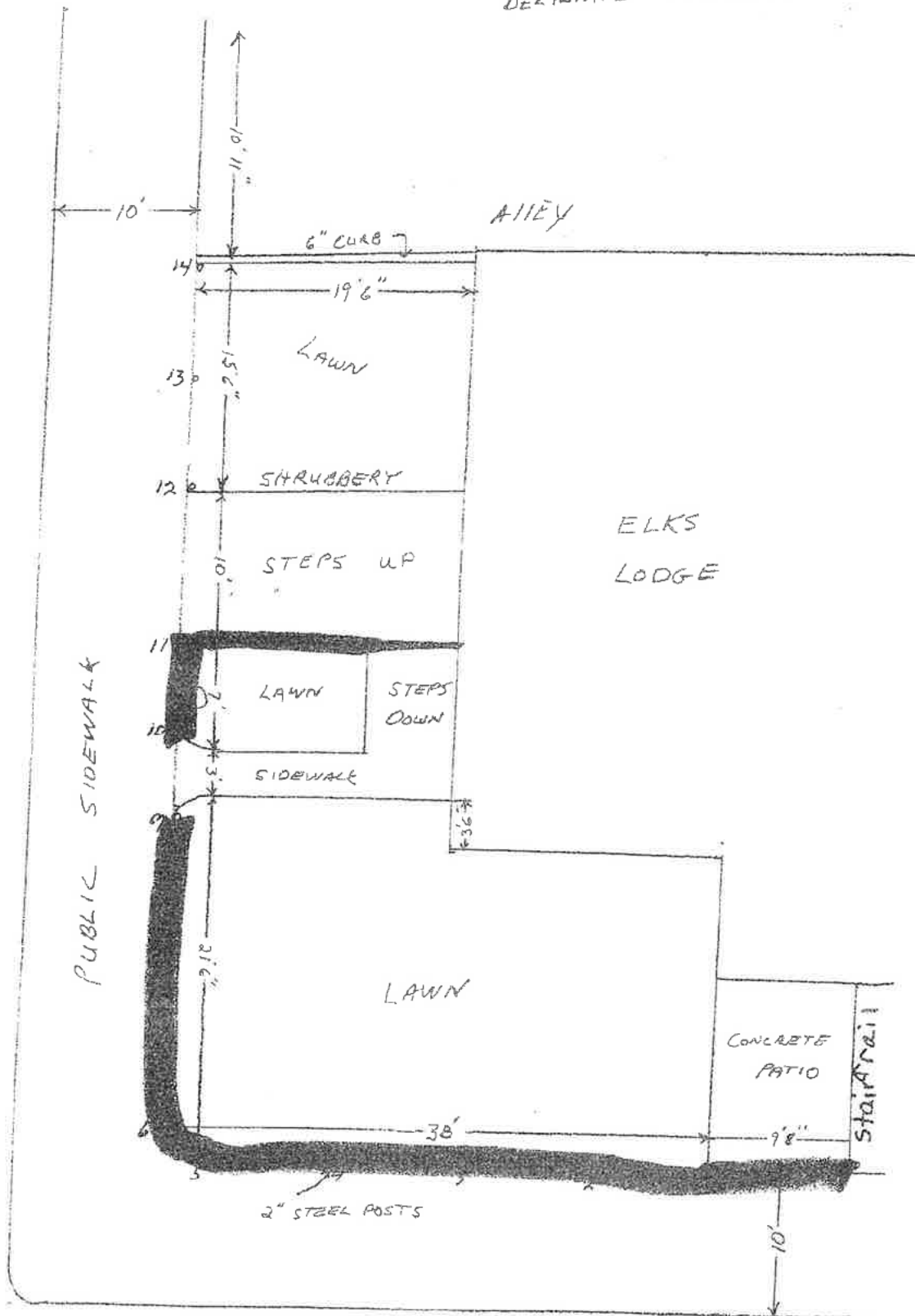
Salida Elks Lodge #808



SALIDA ELKS LODGE BPOE #808
250 Maximum Capacity



APPROXIMATELY 8' APART
WITH STUADY CHAIN
ATTACHED BETWEEN TO
DELIAIATE PROPERTY LINES.



REQUIRES
14- 4"x2" STEEL POSTS
100' CHAIN
MARKED BY

E STREET

N



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	January 17, 2023

ITEM

Hangar Ground Lease Agreement 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, an agreement for one (1) hangar site was extended to Salida Lumber Yard LLC. The attached ground lease would allow for establishment of the lease and hangar to Salida Lumber Yard LLC with the same term as other hangar owners. The term for the lease is for twenty (20) years, with an option for both to renew at the end of the term.

FISCAL NOTE

The attached ground lease provides for an annual revenue for the airport of \$0.2111 per square foot of area rented (4900 square feet). This would equate to \$1,034.39 in revenue per year, with adjustments for inflation.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Ground Lease with Salida Lumber Yard LLC as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

Lessee (name): Salida Lumber Yard LLC	Lessee's mailing address: 348 H Street Salida CO 81201
Lessee's email: philip.sterling@gmail.com	Lessee's phone: 214 727 5494
Date of Agreement: 1/3/23	P-4

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 \$1034.39 for a total of 4900 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, 2021 will be \$0.2111 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.

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.

(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

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

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.

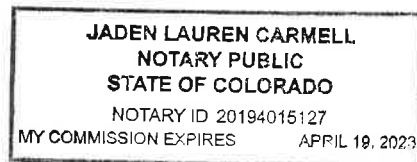
30. Counterpart Signature Pages. This Agreement may be signed using counterpart signature pages with the same force and effect as if both parties signed on the same signature page.

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: 
 Name: Philip Sterling
 Title: member

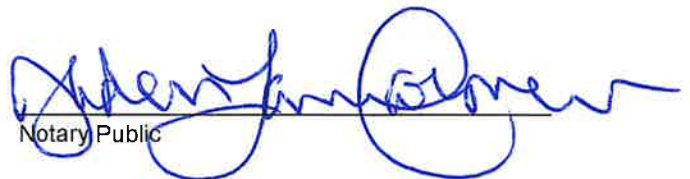


STATE OF Colorado)
) ss.
 COUNTY OF Chaffee)

The foregoing instrument was acknowledged before me by Philip Sterling
 this 3rd day of JANUARY, 2023

Witness my hand and official seal.

My commission expires:


 Notary Public

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

ITEM

Ordinance 2023-01: Second Reading and Public Hearing on the proposed Lundberg/Castro Annexation of the properties located at 601 Scott Street and 745 Scott Street.

BACKGROUND

On November 19, 2013 City Council approved Resolution 2013-79 for the Castro Pre-Annexation agreement with owner Virginia Castro to provide municipal sewer to her property located at 745 Scott Street. On October 19, 2021 City Council approved Resolution 2021-35 for the Lundberg Pre-Annexation agreement with owner Karen Lundberg to provide municipal water to her property located at 601 Scott Street. There is a single-family residence on each of the properties.



Section 4 of the pre-annexation agreements require the owners to annex their properties within 60 days becoming eligible, via contiguity. Virginia Castro's property, 745 Scott Street, became eligible with the Treat-Mesch Annexation approved by City Council on February 19, 2019. The Lundberg property located at 601 Scott Street is eligible with the Castro Annexation.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

The applicants, Karen Lundberg and Virginia Castro submitted the complete application to annex their properties located at 601 Scott Street and 745 Scott Street, respectively, on August 16, 2022 along with an application for Zoning to be considered during a separate hearing.

Section 1 of the Castro pre-annexation agreement requires the owner of 745 Scott Street, Virginia Castro, to connect to City water service at the time water is available on Scott Street. Water service became available in Scott Street in late 2021 and the owner is required to pay the system development fees and make the connection to the City's water system for the single-family residence. Ms. Castro has submitted a letter requesting City Council consider that the payment of system development fees and connection to the water be deferred until the property is either redeveloped, sold or at the time the well fails.

At the January 3, 2023 City Council meeting for the proposed annexation, Council agreed to allow the owner of 745 Scott Street to defer connection to the water system and payment of system development fees.

Surrounding Land Use and Zoning: The site is currently zoned RES (Residential Zone District) in Chaffee County. The properties immediately to the north, east and west remain in Chaffee County and are also zoned RES in Chaffee County. The properties to south are within the city limits and are zoned High Density Residential (R-3), Manufactured Housing Residential (R-4) and Commercial (C-1).





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

PROCESS:

An application for annexation is a multi-step process. When annexing a property, the City must follow state statutes for contiguity and procedural requirements. The steps and standards include:

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
 - On December 6, 2022 City Council adopted Resolution 2021-54 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for January 17, 2023.
- The (City Council) public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation petition;
- Council reviews and possibly approves an annexation agreement; and
- Council holds a public hearing to review and possibly approves the proposed zoning.

FINDINGS OF FACT:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.
2. All applicable owners of the property are party to the annexation.
3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."

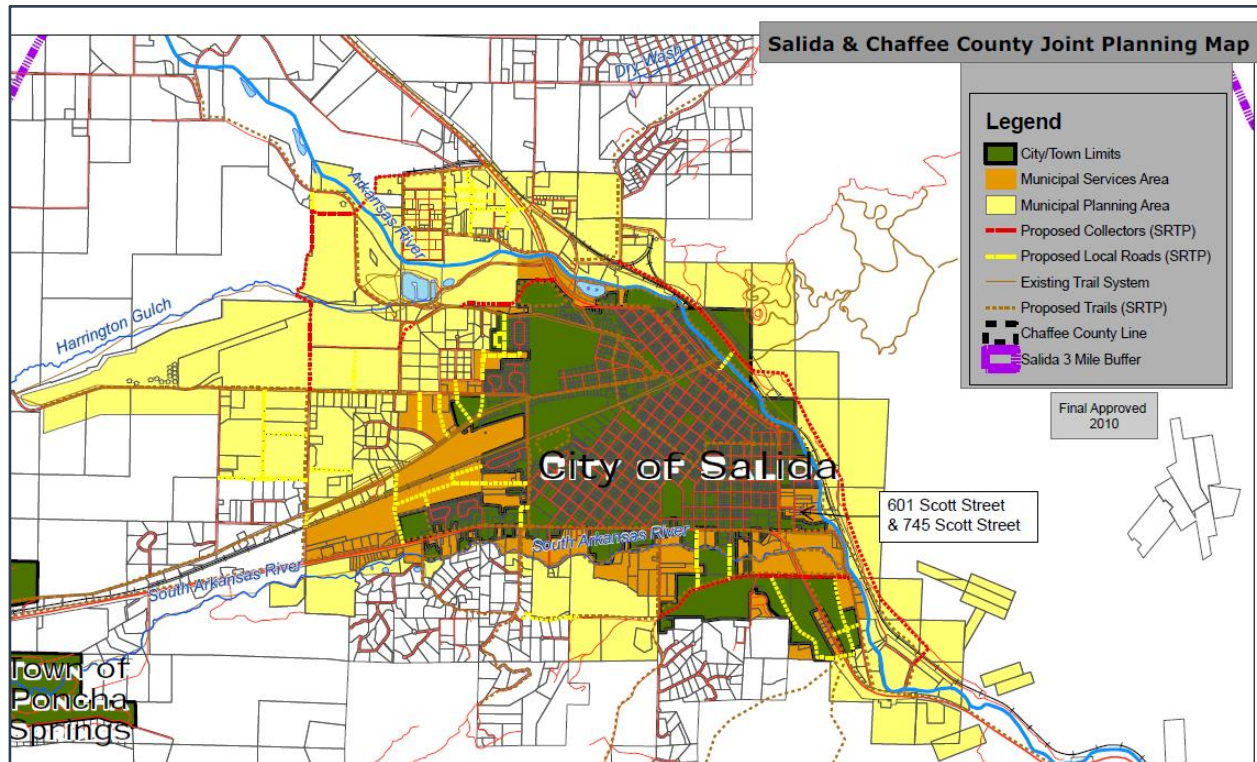


CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan. Specifically, to promote new development projects that contain a variety of housing, including affordable units. The applicant will be required to meet the Inclusionary Housing Ordinance with new development on the property.

In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially-zoned land, which will provide housing opportunities.



4. The property may be efficiently served by City fire and police departments.
5. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

The timeline for the related requests to the annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2023-03			01/17/2023
Annexation Ordinance 2023-01	12/13/2022	01/03/2023	01/17/2023
Annexation Agreement Resolution 2023-04			01/17/2023
Zoning Ordinance 2023-02	12/13/2022	01/03/2023	01/17/2023

Annexation Agreement: On January 17, 2023 staff will propose an annexation agreement that will incorporate the Inclusionary Housing, Open Space and Fair Contributions to Public School site requirements.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- **Salida Fire Department: Fire Chief, Doug Bess**, responded “Fire Department has no concerns at this time.”
- **Salida Police Department: Police Chief, Russ Johnson**, responded “No issues from PD at this time.”
- **Salida Public Works Department: Public Works Director David Lady**, responded “No concerns. I would recommend roadway improvements if/when a development application occurs.” TBD if both Illinois Avenue and Scott Street will require improvements.
- **Salida Finance Department: Staff Accountant, Renee Thonhoff**, responded “601 Scott Street has a sewer/water utility account. System development fees would need to be paid upon further development. 745 Scott Street has a sewer only utility account. System development fees for water and a water meter will need to be paid. Those fees are as follows: \$8,512 water and \$375 water meter. System development fees would need to be paid upon further development.”
- **Chaffee County Planning Director, Miles Cottom**, responded “I don’t have any comments to make on this application.”



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held December 13, 2022 and the Commission recommended Council approve the proposed Lundberg/Castro Annexation with staffs recommended conditions.

STAFF RECOMMENDATION

Staff recommends approval of the proposed annexation, subject to Council approval of an annexation agreement with the following conditions:

1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC)).
3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2023-01 approving the annexation of the .48 acre parcels of land to the City of Salida known as the Lundberg/Castro Annexation and ordering the ordinance to be published by title only.”

Attachments: Ordinance 2023-01
Agency reviews
Lundberg/Castro Annexation petition and Annexation plat
Virginia Castro letter

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 01
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE LUNDBERG/CASRO ANNEXATION

WHEREAS, on August 16, 2022, representatives (the “Owners”) of the Lundberg/Castro Annexation, filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of .48 acres located at 601 Scott Street and 745 Scott Street, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 54, Series of 2022 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on January 17, 2023, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on January 17, 2023 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on December 9, 2022, December 16, 2022, December 23, 2022 and December 30, 2022 in *The Mountain Mail* newspaper; and

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area; and

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the Lundberg/Castro Annexation; and

WHEREAS, the City currently has in place a Comprehensive Plan and other long-range planning documents which constitute the City's annexation plan.

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.

2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto with the following conditions of approval, and such real Property is hereby annexed to and made a part of the City of Salida.

1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.

2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC).

3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.

3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:

- A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
- B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on January 3, 2023, ADOPTED and set for second reading and public hearing on the 17 day of January, 2023.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2023, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2023.

City Clerk/Deputy City Clerk

EXHIBIT A

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North 17°28'05" west a distance of 182.19 feet;

Thence north 89°07'49" west a distance of 53.84 feet to the western right-of-way of Scott Street;
Thence along said right-of-way of Scott Street north 00°17'02" west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly;

Thence along said right-of-way of Illinois Avenue extended south 89°20'24" east a distance of 57.51 feet to the eastern right-of-way of Scott Street;

Thence continuing on said right-of-way of Illinois Avenue south 89°20'24" east a distance of 137.82 feet;

Thence south 00°52'59" west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision;

Thence south 00°52'59" west a distance of 148.65 feet to the south-east corner of said Lot 1;

Thence north 89°07'49" west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300029

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING COMMISSION AND CITY
COUNCIL FOR THE CITY OF SALIDA
CONCERNING ANNEXATION AND
ZONING APPLICATIONS**

Item 7.

**TO ALL MEMBERS OF THE PUBLIC
AND INTERESTED PERSONS: PLEASE
TAKE NOTICE**

that on December 13, 2022 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 hearing is regarding applications for Annexation and Zoning submitted by and on behalf of Karen Lundberg and Virginia Castro, for the properties located at 601 Scott Street and 745 Scott Street.

The City is currently considering a petition to annex and zone the subject properties into the City. The general purpose of the application is to consider the applicant's request to zone the property High Density Residential (R-3).

Any recommendation by the Planning Commission for the Annexation and Zoning shall be forwarded to the City Council for review and a public hearing scheduled for January 17, 2023, 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 hearing. Further information on the applications 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 November 25, 2022



**PLANNING DEPARTMENT
PROJECT REVIEW TRANSMITTAL FORM**

ATTENTION: _____

- ☒ Salida Public Works
- ☒ Salida Fire Chief
- ☒ Salida Police Chief
- ☒ Salida Finance Department
- ☐ U.S. Postal Service
- ☐ U.S. Forest Service
- ☐ CO Dept. of Transportation
- ☐ City Consulting Engineer – Water/Sewer
- ☐ City Attorney
- ☐ Centurylink Communications

DATE: November 21, 2022

- ☐ Xcel Energy
- ☐ Charter Communications
- ☒ Chaffee Co. Planning
- ☐ Army Corps of Engineers
- ☐ Division of Wildlife
- ☐ Town of Poncha Springs
- ☐ Chaffee Co. Building Official
- ☐ Historic Preservation Commission
- ☐ School District R-32-J
- ☐ Atmos Energy

Other: _____

APPLICANT'S: Karen Lundberg and Virginia Castro

PROPERTY LOCATION: 601 Scott Street and 745 Scott Street

PROJECT DESCRIPTION: Annexation and Zoning applications for the two (2) lots consisting of approximately .48 acres. As part of the Lundberg Pre-Annexation and Castro Pre-Annexation agreements the property owners are required to annex their properties at the time they become eligible. The request is to zone the annexed properties as High Density Residential (R-3).

MEETING DATES:

- | | |
|---|-------------------------------|
| <input checked="" type="checkbox"/> Planning Commission | <u>12/13/2022 @ 6:00 P.M.</u> |
| <input checked="" type="checkbox"/> City Council | <u>01/17/2023 @ 6:00 P.M.</u> |
| <input type="checkbox"/> Board of Adjustment | _____ @ _____ P.M. |
| <input type="checkbox"/> Board of Appeals | _____ @ _____ P.M. |

TRANSMITTAL INCLUDES:

- ☒ Application Form/Cover Letter
- ☐ Vicinity Map
- ☐ Site Plan
- ☒ Plat
- ☐ Other: _____

NOTE: A written response, even if only to advise that you have no concerns, is requested.

REPLY: _____

RESPONSE NEEDED BY: 12/06/2022

RECEIVED: _____

From: [Doug Bess](#)
To: [Russ Johnson](#)
Cc: [Kristi Jefferson](#); david.lady@cityofsalida.com; [Renee Thonhoff](#); mcottom@chaffeeccounty.org
Subject: Re: Agency review - Lundberg/Castro Annexation and Zoning application
Date: Wednesday, November 23, 2022 11:49:26 AM
Attachments: [image001.png](#)
[image002.png](#)

No concerns from fire.

On Wed, Nov 23, 2022 at 11:48 AM Doug Bess <doug.bess@cityofsalida.com> wrote:
 N concerns from Fire.

On Tue, Nov 22, 2022 at 3:46 PM Russ Johnson <rjohnson@salidapolice.com> wrote:

No issues from PD at this time.

Thanks,



Russ Johnson

Chief, Salida Police Department

rjohnson@salidapolice.com

P: 719-530-2603 | C: 719-207-1602

448 E First Street, Suite 274, Salida, CO 81201

cityofsalida.com

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, November 21, 2022 4:00 PM
To: david.lady@cityofsalida.com; Russ Johnson <rjohnson@salidapolice.com>; 'Doug Bess' <doug.bess@cityofsalida.com>; 'Renee Thonhoff' <renee.thonhoff@cityofsalida.com>
Cc: mcottom@chaffeeccounty.org
Subject: Agency review - Lundberg/Castro Annexation and Zoning application

Attached is the agency review for the Lundberg/Castro Annexation and Zoning applications for the properties located at 601 Scott Street and 745 Scott Street. Please let me know if you have any concerns with the applications.

From: [Russ Johnson](#)
To: [Kristi Jefferson](#); david.lady@cityofsalida.com; ["Doug Bess"](#); ["Renee Thonhoff"](#)
Cc: mcottom@chaffeeconomy.org
Subject: RE: Agency review - Lundberg/Castro Annexation and Zoning application
Date: Tuesday, November 22, 2022 3:46:39 PM
Attachments: [image001.png](#)
[image002.png](#)

No issues from PD at this time.

Thanks,



Russ Johnson
 Chief, Salida Police Department

rjohnson@salidapolice.com
 P: 719-530-2603 | C: 719-207-1602
 448 E First Street, Suite 274, Salida, CO 81201
cityofsalida.com

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, November 21, 2022 4:00 PM
To: david.lady@cityofsalida.com; Russ Johnson <rjohnson@salidapolice.com>; 'Doug Bess' <doug.bess@cityofsalida.com>; 'Renee Thonhoff' <renee.thonhoff@cityofsalida.com>
Cc: mcottom@chaffeeconomy.org
Subject: Agency review - Lundberg/Castro Annexation and Zoning application

Attached is the agency review for the Lundberg/Castro Annexation and Zoning applications for the properties located at 601 Scott Street and 745 Scott Street. Please let me know if you have any concerns with the applications.

Kristi Jefferson
 Senior Planner
 City of Salida
 448 E. First Street
 Suite 112
 Salida, CO 81201
 (719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [DavidL](#)
To: [Kristi Jefferson](#)
Subject: Re: Agency review - Lundberg/Castro Annexation and Zoning application
Date: Monday, November 21, 2022 5:08:04 PM
Attachments: [image001.png](#)
[image007.png](#)

Likely both. TBD

David Lady P.E.
City of Salida
Director of Public Works
719-539-6257

On Nov 21, 2022, at 4:54 PM, Kristi Jefferson
<kristi.jefferson@cityofsalida.com> wrote:

For Illinois or Scott Street or both?

Kristi Jefferson
Senior Planner
City of Salida
448 E. First Street
Suite 112
Salida, CO 81201
(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: David Lady [mailto:david.lady@cityofsalida.com]
Sent: Monday, November 21, 2022 4:37 PM
To: 'Kristi Jefferson' <kristi.jefferson@cityofsalida.com>
Subject: RE: Agency review - Lundberg/Castro Annexation and Zoning application

No concerns. I would recommend roadway improvements if/when a development application occurs.



David Lady
Director of Public Works

david.lady@cityofsalida.com
P: 719-539-6257 | C: 719-239-0048
340 W. Hwy 291, Salida, CO 81201
cityofsalida.com

From: Kristi Jefferson [<mailto:kristi.jefferson@cityofsalida.com>]
Sent: Monday, November 21, 2022 4:00 PM
To: david.lady@cityofsalida.com; 'Russ Johnson' <rjohnson@salidapolice.com>; 'Doug Bess' <doug.bess@cityofsalida.com>; 'Renee Thonhoff' <renee.thonhoff@cityofsalida.com>
Cc: mcottom@chaffeeconomy.org
Subject: Agency review - Lundberg/Castro Annexation and Zoning application

Attached is the agency review for the Lundberg/Castro Annexation and Zoning applications for the properties located at 601 Scott Street and 745 Scott Street. Please let me know if you have any concerns with the applications.

Kristi Jefferson
Senior Planner
City of Salida
448 E. First Street
Suite 112
Salida, CO 81201
(719) 530-2626

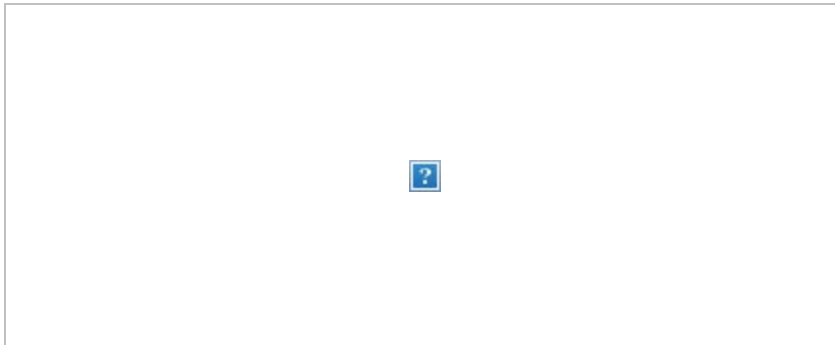


Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Renee Thonhoff](#)
To: [Kristi Jefferson](#)
Cc: david.lady@cityofsalida.com; [Russ Johnson](#); [Doug Bess](#); mcottom@chaffeeconomy.org
Subject: Re: Agency review - Lundberg/Castro Annexation and Zoning application
Date: Tuesday, November 29, 2022 3:21:57 PM
Attachments: [image002.png](#)

601 Scott Street has a sewer/water utility account. System development fees would need to be paid upon further development.

745 Scott Street has a sewer only utility account. System development fees for water and a water meter will need to be paid. Those fees are as follows: \$8,512 water and \$375 water meter. System development fees would need to be paid upon further development.



Easy ways to pay your utility bill: auto pay with a checking account, phone payments 833.892.0176. or pay online please register at <https://www.municipalonlinepayments.com/salidaco> or download our iOS or Android app MyCivic Utilities. where you can now set up auto pay!

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

On Mon, Nov 21, 2022 at 4:00 PM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Attached is the agency review for the Lundberg/Castro Annexation and Zoning applications for the properties located at 601 Scott Street and 745 Scott Street. Please let me know if you have any concerns with the applications.

From: [Miles Cottom](#)
To: [Kristi Jefferson](#)
Subject: Re: Agency review - Lundberg/Castro Annexation and Zoning application
Date: Tuesday, November 22, 2022 9:55:55 AM
Attachments: [image002.png](#)

Hey Kristi,

I don't have any comments to make on this application.

Thank you!

--

Miles W. Cottom

Planning Director / Asst. County Attorney

Chaffee County Government

Phone: 719-221-3475

On Mon, Nov 21, 2022 at 4:00 PM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Attached is the agency review for the Lundberg/Castro Annexation and Zoning applications for the properties located at 601 Scott Street and 745 Scott Street. Please let me know if you have any concerns with the applications.

Kristi Jefferson

Senior Planner

City of Salida

448 E. First Street

Suite 112

Salida, CO 81201

(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be

**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)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review: |
| <input type="checkbox"/> Pre-Annexation Agreement | (Type) _____ |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Limited Impact Review: |
| <input type="checkbox"/> Appeal Application | (Type) _____ |
| <input type="checkbox"/> Certificate of Approval | <input type="checkbox"/> Major Impact Review: |
| <input type="checkbox"/> Creative Sign Permit | (Type) <u>Zoning</u> |
| <input type="checkbox"/> Historic Landmark/District | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> License to Encroach | |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)**A. Applicant Information**Name of Applicant: Lundberggardson properties LLCMailing Address: Virginia Castro
601 Archery Lane Salida, CO 81201
745 Scott St. Salida, CO 81201Telephone Number: 719-207-2321 FAX: _____
970-749-3344Email Address: KKLundberg@gmail.com
mtgin@hotmail.comPower 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: Lundberg/Castro Annexation + ZoningStreet Address: 601 Scott St, 745 Scott St.Legal Description: Lot 1-3 Block _____ Subdivision Peels (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: [Signature] Date: 8-16-22Signature of property owner: Virginia Castro Date: 8/17/22



ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: planning@cityofsalida.com

Item 7.

1. PROCEDURE (City Code Section 16-9-20)

A. Development Process

1. Pre-Application Conference. Optional.
2. Submit Application.
3. Staff Review for Completeness.
4. Resolution to Accept Application to City Council
5. Establish Public Hearing Date before Council per Colorado Municipal Annexation Act of 1965.
6. Staff Evaluation of Application and Annexation Agreement (if applicable)
7. Establish Public Hearing Date Before the Planning Commission.
8. Public Notice Provided For Hearings.
9. Public Hearing Conducted by Commission.
10. Annexation Ordinance to City Council for 1st and 2nd Reading.

2. APPLICATION CONTENTS (City Code Section 16-9-40)

1. General Development Application

2. Annexation Petition

3. Annexation Map. The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:

- a. Annexation Name
- b. Legal description. Legal description of the perimeter
- c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
- d. Scale
- e. North arrow
- f. Date. The date the map was prepared.
- g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
- h. Platted lots. Lot and block numbers if the area is already platted.
- i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
- j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
- k. Acreage. Total acreage to be annexed.
- l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.

4. Digital Copy. A digital copy of the plat compatible with the City GIS shall be submitted.

5. Application Fee \$3,000 cash or check made out to City of Salida (\$1,000 application fee + \$2,000 retainer for attorney's fees)

7. Public Notice.

- a) 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 proof of posting the public notice.

8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)**9. Notarized Special Fee and Cost Reimbursement Agreement completed**

ANNEXATION PETITION**TO THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, GREETINGS:**

The undersigned hereby petition(s) the City of Salida to annex to the City of Salida the territory shown on the map(s) attached hereto and described on the attachment hereto:

This Petition is signed by the landowners qualified to sign. It is intended that this Petition be a one hundred percent (100%) petition for annexation as described in C. R. S. 1973, Section 31-12-107(l)(g), (as amended).

In support of this petition, the undersigned state(s) and allege(s) as follows, to wit:

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.
3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.
4. Accompanying this petition are two mylars and twenty copies of the annexation map.
5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.
6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.
7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.
8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.
9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

"INSERT A"

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North 17°28'05" west a distance of 182.19 feet;

Thence north 89°07'49" west a distance of 53.84 feet to the western right-of-way of Scott Street;

Thence along said right-of-way of Scott Street north 00°17'02" west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly;

Thence along said right-of-way of Illinois Avenue extended south 89°20'24" east a distance of 57.51 feet to the eastern right-of-way of Scott Street;

Thence continuing on said right-of-way of Illinois Avenue south 89°20'24" east a distance of 137.82 feet;

Thence south 00°52'59" west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision;

Thence south 00°52'59" west a distance of 148.65 feet to the south-east corner of said Lot 1;

Thence north 89°07'49" west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

601 Scott Street, Salida, CO 81201


And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300029

ANNEXATION PETITION

This Section must be filled out if there are multiple properties/property owners petitioning annexation.

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
Virginia Castro	8/16/2022	745 Scott, Salida CO	Lot 1, Peels Subdivision
	8/16/22	6017 Archery Ln. Salida CO	Lot 2+3 Peels Sub.

To Whom it May Concern,

This is a request to be annexed into the city of Salida Colorado for the properties at 745 Scott Street, Salida Colorado (owned by Virginia Castro) and 601 Scott Street, Salida Colorado (Owned by Lundberg and Son Properties, LLC). Both properties are asking for high density Residential (R3) zoning as we believe that is the type of residential property that best fits with surrounding properties and subdivisions.

Thank You,

Karen Lundberg

Virginia Castro

12 December 2022

Dear Mayor Shore and Councilors Naccarato, Templeton, Critelli, Pollock, Kasper and Pappenfort:

As you consider the annexation of my property at 745 Scott Street into the city of Salida, I humbly request that the connection to city water be delayed until the property is either redeveloped or sold or the well fails. Connecting to city water right now would present a significant financial burden for me.

While I knew that someday I would pay to connect to city water, there was no predicting the impact the pandemic would have on me personally. I came down with a breakthrough case of Covid in October of 2021. Over a year later I am still dealing with the aftermath of that illness. I am now one of the "long haulers" who has severe lingering effects from the virus. The company that I worked for since 2005 could no longer hold my position for me since neither I nor the doctors could say when I would be able to return to work. Luckily, I had the money that I had saved in anticipation of connecting to city water.

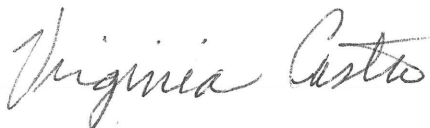
My recovery has been stagnant. I attribute that partly to the shooting that took place right next door in January. That trauma, coupled with the constant construction and influx of new neighbors, was not conducive to my healing.

Since I wasn't recovering, I decided to find a more peaceful place to rehabilitate and to rent out my home. For a tenant, I found a local preschool teacher who had been struggling in her search to find a place to live in the increasingly expensive community.

I am including a couple of pictures of my property. One is what it looked like when I bought it. The other is what it looks like after I poured time, money and attention into it.

Thank you for considering my request and thank you for your service to the Salida community.

Sincerely,



Virginia Castro
129 County Road
Gunnison, CO 81230
(970) 749-3344

This is what the house looked like when I bought it. Pieces of the roof were in the yard. No local insurance company would cover it. The county listed the condition as poor.



Now I get compliments on the house and the yard when people pass by. I added a front porch, replaced the roof, put in a sidewalk and flagstone walkway. I planted perennial gardens that attract many birds and other pollinators. In addition to many upgrades inside, I connected to the city sewer, as a requirement of the purchase. This photo is from early spring before everything is in bloom.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

ITEM

Ordinance 2023-02: Second reading and Public Hearing on proposed zoning of High Density Residential (R-3) for the Lundberg/Castro Annexation.

BACKGROUND

The applicants, Karen Lundberg and Virginia Castro, are required to annex their property when eligible as discussed in the Lundberg/Castro Annexation application. The area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance.

The applicants have requested approval to have each of their lots (.48 acres total) zoned High-Density Residential (R-3), following approval of annexation of the properties into the City of Salida. The properties are located along Scott Street, as shown on the map below.

A complete legal description is shown as exhibit A with the annexation application.

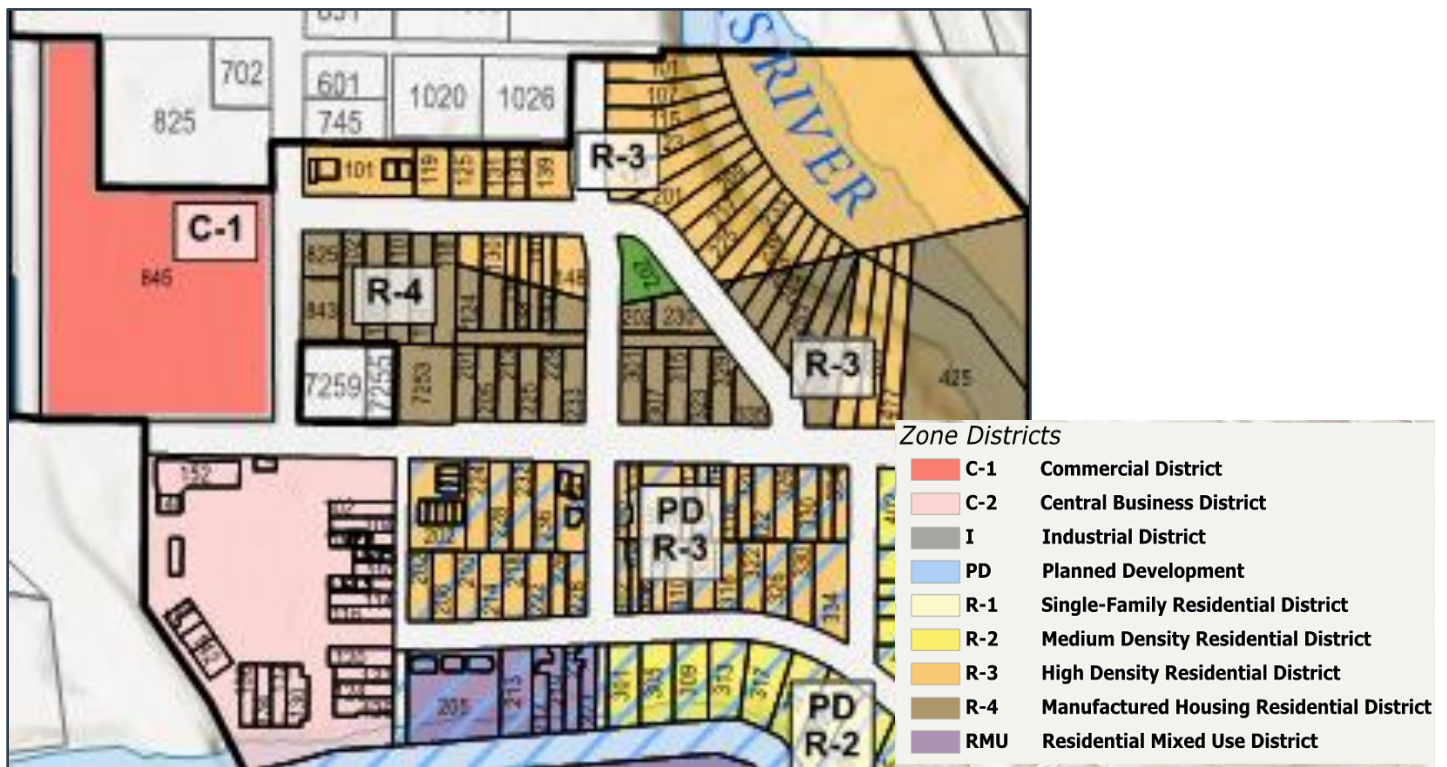




CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

Surrounding Land Use and Zoning: The site is currently zoned RES (Residential Zone District) in Chaffee County. The properties immediately to the north, east and west remain in Chaffee County and are also zoned RES in Chaffee County. The properties to south are within the city limits and are zoned High Density Residential (R-3), Manufactured Housing Residential (R-4) and Commercial (C-1).



REVIEW STANDARDS FOR MAP AMENDMENTS (Section 16-4-210):

- Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan includes the goals that new projects should complement the neighborhood's mass and scale; be focused within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

- The zoning of R-3 would be consistent with the zoning found in the adjacent River Ridge development and would continue the regular pattern of zone district application.
2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
- Per the land use code, the purpose of the High-Density Residential (R-3) zone district is to provide for relatively high density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations or day care, amongst other uses.
 - The 601 Scott Street property has a single-family double wide mobile home and a detached garage. The owner has indicated that in the future she is planning to build additional residential units on the .24 acre parcel. Currently, with R-3 zoning this parcel is allowed 4 units of density.
 - The 745 Scott Street property has a single-family dwelling and the owner has stated that she has no development plans at this time. Currently, with R-3 zoning this .24 acre parcel is allowed 4 units of density.
 - Staff supports the request to zone the subject property as High-Density Residential (R-3).
3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
- The zoning classification of High Density (R-3) is consistent and compatible with the zoning of the adjoining River Ridge Subdivision.
4. Changed Conditions or Errors. The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held December 13, 2022 and the Commission recommended Council approve the proposed zoning of the site as High-Density Residential (R-3).

STAFF RECOMMENDATION

Staff recommends approval of the proposed zoning of the Lundberg/Castro Annexation site as High-Density Residential (R-3).

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2023-02, an ordinance of the City of Salida, Colorado zoning certain real property known as the Lundberg/Castro Annexation as High Density Residential (R-3), and ordering the ordinance to be published by title only.”

Attachments: Ordinance 2023-02
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 02
SERIES OF 2023**

**AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL
PROPERTY KNOWN AS THE LUNDBERG/CASTRO ANNEXATION AS HIGH
DENSITY RESIDENTIAL (R-3) ZONE DISTRICT**

WHEREAS, on August 16, 2022, representatives of the Lundberg/Castro Annexation (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of .48 acres located at 601 Scott Street and 745 Scott Street, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, by Ordinance No.01, Series of 2023 the City of Salida annexed the Lundberg/Castro Annexation to the City; and;

WHEREAS, Petitioner has filed an application to zone the Property within the High Density Residential (R-3) zone district, and on December 13, 2022 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as High Density Residential (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Lundberg/Castro Annexation will be held on January 17, 2023 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned High Density Residential.
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on January 3, 2023, ADOPTED and set for second reading and public hearing on the 17 day of January, 2023.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2023, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2023.

City Clerk/Deputy City Clerk

EXHIBIT A

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North $17^{\circ}28'05''$ west a distance of 182.19 feet;

Thence north $89^{\circ}07'49''$ west a distance of 53.84 feet to the western right-of-way of Scott Street;
Thence along said right-of-way of Scott Street north $00^{\circ}17'02''$ west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly;

Thence along said right-of-way of Illinois Avenue extended south $89^{\circ}20'24''$ east a distance of 57.51 feet to the eastern right-of-way of Scott Street;

Thence continuing on said right-of-way of Illinois Avenue south $89^{\circ}20'24''$ east a distance of 137.82 feet;

Thence south $00^{\circ}52'59''$ west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision;

Thence south $00^{\circ}52'59''$ west a distance of 148.65 feet to the south-east corner of said Lot 1;

Thence north $89^{\circ}07'49''$ west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300029

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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) Zoning☐ Other: _____**2. GENERAL DATA** (To be completed by the applicant)**A. Applicant Information**Name of Applicant: Lundberggardson properties LLCVirginia CastroMailing Address: 601 Archery Lane Salida, CO 81201745 Scott St. Salida, CO 81201Telephone Number: 719-207-2321

FAX: _____

970-749-3344Email Address: KKLundberg@gmail.commtgin@hotmail.com

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 DataName of Development: Lundberg/Castro Annexation + ZoningStreet Address: 601 Scott St, 745 Scott St.Legal Description: Lot 1-3 Block _____ Subdivision Peels (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 _____

Date

8-16-22

Signature of property owner _____

Date

8/17/22



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
3. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
4. Public Notice
5. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
6. Public Notice
7. Hearing Conducted by City Council (Major Impact Review)

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

- ☒ 1. A General Development Application
- ☒ 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;
- ☒ 3. A brief written description of the proposed development signed by the applicant;
- ☐ 4. Special Fee and Cost Reimbursement Agreement completed. **major impact only*
- ☐ 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 proof of posting the public notice.

☐ 6. 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).

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

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

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

☐ 11. 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. *Our properties are compatible with the Comprehensive plan and the adjoining properties.*

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.

Existing S/F on each parcel.

- 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.

The use is compatible with the existing neighbors.

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.

To Whom it May Concern,

This is a request to be annexed into the city of Salida Colorado for the properties at 745 Scott Street, Salida Colorado (owned by Virginia Castro) and 601 Scott Street, Salida Colorado (Owned by Lundberg and Son Properties, LLC). Both properties are asking for high density Residential (R3) zoning as we believe that is the type of residential property that best fits with surrounding properties and subdivisions.

Thank You,

Karen Lundberg

Virginia Castro



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

ITEM

Resolution 2023-03: Approving the Findings of Fact of the Lundberg/Castro Annexation.

BACKGROUND

The proposed actions for the Lundberg/Castro Annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2023-03			01/17/2023
Annexation Ordinance 2023-01	12/13/2022	01/03/2023	01/17/2023
Annexation Agreement Resolution 2023-04			01/17/2023
Zoning Ordinance 2023-02	12/13/2022	01/03/2023	01/17/2023

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of .48 acres located at 601 Scott Street and 745 Scott Street, and including portions of Scott Street and Illinois Avenue.

The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in the Mountain Mail on December 9, 2022, December 16, 2022, December 23, 2022 and December 30, 2022.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on December 19, 2022.
- A public hearing was held on the annexation on December 13, 2022 and determined the area to be annexed complies with state statutes including:
 - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
 - The property has not been divided since starting the annexation;
 - No other annexation proceedings including the property have been started by another municipality;
 - The annexation will not cause the property to be detached from the school district; and
 - The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

STAFF RECOMMENDATION

All of the findings have been met and staff recommends the Council adopt Resolution 2023-03

SUGGESTED MOTION

A council person should make the motion to “adopt Resolution 2023-03 approving the findings of facts for the Lundberg/Castro Annexation.”

Attachment:

Resolution 2023-03

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 03
SERIES OF 2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING
THE LUNDBERG/CASTRO ANNEXATION.**

WHEREAS, on August 16, 2022, representatives (the “Owners”) of the Lundberg/Castro Annexation, filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of .48 acres located at 601 Scott Street and 745 Scott Street, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the City Council by Resolution 54, Series of 2022, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing on January 17, 2023 to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

That the City Council hereby finds and concludes with regard to the annexation of the territory described in Exhibit A attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City and because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; and

BE IT FURTHER RESOLVED:

That the City Council finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the City has in place a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included with the area annexed.

BE IT FURTHER RESOLVED:

That an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

RESOLVED, APPROVED AND ADOPTED this 17th day of January, 2023.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North $17^{\circ}28'05''$ west a distance of 182.19 feet;

Thence north $89^{\circ}07'49''$ west a distance of 53.84 feet to the western right-of-way of Scott Street;

Thence along said right-of-way of Scott Street north $00^{\circ}17'02''$ west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly;

Thence along said right-of-way of Illinois Avenue extended south $89^{\circ}20'24''$ east a distance of 57.51 feet to the eastern right-of-way of Scott Street;

Thence continuing on said right-of-way of Illinois Avenue south $89^{\circ}20'24''$ east a distance of 137.82 feet;

Thence south $00^{\circ}52'59''$ west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision;

Thence south $00^{\circ}52'59''$ west a distance of 148.65 feet to the south-east corner of said Lot 1;

Thence north $89^{\circ}07'49''$ west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300029



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

ITEM

Resolution No. 2022-04 – A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Karen Lundberg and Virginia Castro for the Annexation of Certain Real Property into the City.

BACKGROUND

The applicants Karen Lundberg and Virginia Castro made an application to annex their properties located at 601 Scott Street and 745 Scott Street, respectively.

The request was heard by the Planning Commission on December 13, 2022 and the Commission recommended the site be annexed.

At the December 13, 2022 Planning Commission hearing for the proposed annexation, staff suggested the annexation agreement would include the following conditions:



1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 17, 2023

the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC)).

3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.

Section 5.4 of the Agreement includes the above three recommended conditions.

At the January 3, 2023 City Council meeting for the proposed annexation, Council agreed to allow the owner of 745 Scott Street to defer connection to the water system and the payment of system development fees. The following language has been added to Section 5.5.1 of the annexation agreement;

- Notwithstanding the foregoing, the single-family residence located at 745 Scott Street is connected to City sewer. The owner has requested, and the City agrees, that the payment of any and all outstanding system development fees and fees associated with connection to City water be deferred until the earlier of: (1) five (5) years from the Effective Date of this Agreement; or (2) at the time the property is either redeveloped or sold, or should the well fail.

STAFF RECOMMENDATION

Staff recommends approval of the annexation agreement for the Lundberg/Castro Annexation.

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2023-04 approving the Lundberg/Castro Annexation agreement.”

Attachments:

Resolution 2023-04
Lundberg/Castro Annexation Agreement

CITY OF SALIDA, COLORADO
RESOLUTION NO. 04
(Series of 2023)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH KAREN LUNDBERG AND VIRGINIA CASTRO FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.

WHEREAS, Karen Lundberg and Virginia Castro are the “Owners” of certain real property located at 601 Scott Street and 745 Scott Street, respectively, in unincorporated Chaffee County, Colorado (the “Property”); and

WHEREAS, the Property is eligible for annexation under C.R.S. § 31-12-104, and the Owners desire to annex the Property into the City of Salida (the “City”); and

WHEREAS, the Owners desire that the City provide municipal services at the Property on the same terms and conditions as those services are provided throughout the rest of the City; and

WHEREAS, the City and the Owners desire to enter into an Annexation Agreement, attached as Exhibit A and incorporated herein by this reference, pursuant to C.R.S. §31-12-101 *et seq.* to set forth the terms and conditions of the Property’s annexation into the City.

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

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.

2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this 17th day of January, 2023.

CITY OF SALIDA, COLORADO

 Dan Shore, Mayor

[SEAL]

ATTEST:

 City Clerk/Deputy City Clerk

LUNDBERG/CASTRO ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Karen Lundberg and Virginia Castro (“Annexor”), each a “Party” and together the “Parties.”

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the “Lundberg/Castro Annexation” and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”).
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately .48 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On August 16, 2022, the Annexor filed with the City Clerk a petition for annexation of the Property (“Annexation Petition”).
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the “Annexation Act”), and Article IX of the City’s Land Use and Development Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On December 13, 2022, the Salida Planning Commission held a public hearing and reviewed the annexation map and all required supportive information and has submitted a written recommendation to the City Council to approve the proposed annexation.
- 1.9 On January 17, 2023 the City Council adopted Ordinance No. 2023-01 annexing the Property to the City; and Ordinance No. 2023-02, zoning the Property as High Density Residential (R-3).
- 1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.

- 1.11 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on October 21, 2021.
- 2.4 “Annexor” means Karen Lundberg and Virginia Castro, and the successor(s), assigns and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
- 2.9.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.9.2 The effective date of Ordinance No. 2023-01, annexing the Property to the City, has occurred; and
- 2.9.3 The effective date of Ordinance No. 2023-02, zoning the Property as High Density Residential (R-3) has occurred.
- 2.10 “Property” means the land that is described as the Lundberg/Castro Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.

- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

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

Section 4 – Annexation of Property

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

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and
- 5.2.2 Final Annexation Approval has occurred.
- 5.3 Zoning of Property.
- 5.3.1 On December 13, 2022, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).

5.3.2 At its January 17, 2023 meeting, the City Council approved zoning the Property as High Density Residential (R-3).

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

5.4 Development of Property.

5.4.1 The property located at 601 Scott Street has an existing single family manufactured house and the detached garage which were built in 1971.

5.4.2 The property located at 745 Scott Street has an existing single-family residence that was constructed in 1950.

5.4.3 New residential dwelling units constructed on the properties shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code. The applicant's volunteers and agrees to provide an in-lieu fee at the rate in effect at the time of building permit application of any new residential dwelling units within the Lundberg/Castro Annexation.

5.4.4 Annexor agrees that any new residential dwelling units constructed on the properties shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of building permit submittal.

5.4.5 Annexor agrees that for any new residential dwelling units constructed on the property a fee in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed.

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

5.5.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended.

Notwithstanding the foregoing, the single-family residence located at 745 Scott Street is connected to City sewer. The owner has requested, and the City agrees, that the payment of any and all outstanding system development fees and fees associated with

connection to City water be deferred until the earlier of: (1) five (5) years from the Effective Date of this Agreement; or (2) at the time the property is either redeveloped or sold, or should the well fail.

The single-family residence located at 601 Scott Street is connected to City water and sewer services.

- 5.5.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.
- 5.5.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.
- 5.5.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.
- 5.5.5 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.
- 5.6 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:
 - 5.6.1 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
 - 5.6.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently

existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to High Density Residential District (R-3). Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended. The Annexor shall cease and desist from any non-conforming uses on the Property within one (1) year from the date of Final Annexation Approval. In that one (1) year period, there must be no expansion of any non-conforming use.

Section 7 – Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
 - 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
 - 7.1.3 The refusal to allow further development review for the Property.
 - 7.1.4 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event

the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 Indemnification.
- 8.2.1 The Annexor shall release the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

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

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

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

Notice to the Annexors: Karen Lundberg
 6017 Archery Lane
 Salida, CO 81201

 Virginia Castro
 129 County Road 11
 Gunnison, CO 81230

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

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

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2023 by
_____, as Mayor, and by _____, as Clerk, on
behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

By _____
Karen Lundberg

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2023
by Karen Lundberg as owner of 601 Scott Street, Salida, CO 81201.

WITNESS my hand and official seal.
My Commission expires:_____.

Notary Public

By _____
Virginia Castro

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2023
by Virginia Castro as owner of 745 Scott Street, Salida, CO 81201.

WITNESS my hand and official seal.
My Commission expires:_____.

Notary Public

EXHIBIT A

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North 17°28'05" west a distance of 182.19 feet;

Thence north 89°07'49" west a distance of 53.84 feet to the western right-of-way of Scott Street;
 Thence along said right-of-way of Scott Street north 00°17'02" west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly;
 Thence along said right-of-way of Illinois Avenue extended south 89°20'24" east a distance of 57.51 feet to the eastern right-of-way of Scott Street;
 Thence continuing on said right-of-way of Illinois Avenue south 89°20'24" east a distance of 137.82 feet;
 Thence south 00°52'59" west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision;
 Thence south 00°52'59" west a distance of 148.65 feet to the south-east corner of said Lot 1;
 Thence north 89°07'49" west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

601 Scott Street, Salida, CO 81201
 And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201
 And assessor's schedule or parcel number: 380704300029



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	January 17, 2023

ITEM

Resolution 2023-05 - A Resolution of the City Council of the City of Salida, Colorado, Supporting an Application for the State of Colorado Innovative Housing Development Incentives Grant Program

BACKGROUND

The City of Salida has been invited by the Colorado Department of Local Affairs to apply for the Innovative Housing Incentives Grant Program (IHOI), a one-time grant program designed to promote the development of affordable housing that is driven by community benefits and that focuses on critical housing needs as identified by the City. The City, in partnership with the Chaffee Housing Authority and ArtSpace, has made an initial application to the IHOI program for funding for the revitalization of the City-owned property located at 1st Street and D Street. The application is intended to fund the predevelopment costs, estimated in the amount of \$650,000. The City currently has been funded in the amount of \$100,000 from the Boettcher Foundation for this project, which can be used as the City's local match of 20% (\$130,000). Other funders could include the Gates Foundation and other similar non-profits.

FISCAL NOTE

As noted above, preliminary estimates of predevelopment costs are \$650,000, of which \$100,000 has been funded by the Boettcher Foundation through the Space2Create program from Colorado Creative Industries. The remainder - \$550,000 – will hopefully be made up from this grant opportunity as well as other grant funders.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2023-05 to allow the City to move forward with an application for the IHOI grant program.

SUGGESTED MOTION

A City Councilperson should state, "I move to approve Resolution 2023-05", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 05
(Series of 2023)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
SUPPORTING AN APPLICATION FOR THE STATE OF COLORADO INNOVATIVE
HOUSING DEVELOPMENT INCENTIVES GRANT PROGRAM**

WHEREAS, the provision of safe, affordable housing in Salida is a critical need; and

WHEREAS, average rents have increased 43% over the last 6 years in Salida; and

WHEREAS, only 9% of the local households in Chaffee County can afford home ownership; and

WHEREAS, the 2022 Chaffee County Housing Needs Assessment indicated that 1,105 new homes are needed for the local workforce by 2027, with 415 new rental units needed in Salida alone; and

WHEREAS, in the City, in partnership with ArtSpace, a non-profit housing organization, identified in a Feasibility Study and Needs Survey that the community has goals for Preserving Affordability, Supporting Rural Creatives and Art Forms, Supporting a Diverse Cultural Community, and Anchoring a Creative District with new housing opportunities in downtown Salida; and

WHEREAS, the City of Salida is the owner of real property located in downtown Salida that is prime for redevelopment as workforce housing for the community; and

WHEREAS, the State of Colorado's Innovative Housing Development Incentives Grant Program would provide much-needed funding for predevelopment costs to meet the needs identified in the 2022 Housing Needs Assessment as well as the 2022 Feasibility Study and Needs Survey.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, supporting the application for the State of Colorado Innovative Housing Development Incentives Grant Program.

RESOLVED, APPROVED AND ADOPTED this 17th day of January, 2023.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk



JANUARY 2023 STAFF REPORTS

Police Department –

- We had 686 calls for service in December.
 - We hosted our 14th annual Shop with a Cop program. We were able to take 12 students shopping around town, eat lunch, grab ice cream downtown, and wrap all the presents together. This year we did it at the Steam Plant and it defiantly was a hit.
 - We are down to one Community Service Officer for a while. Abby Groover and Mick Caulfield headed off to the Police Academy and will be there until June. Once completed, they will enter our field training program.
 - We had a successful 2023 and I will be giving you an updated statistical presentation in February.
-

Finance Department –

- The 2023 Budget Document is now available for review on the City's website on the Finance Department's page.
 - Finance and City Admin have been working to restructure job duties as the HR Coordinator duties are moving under our Assistant City Administrator. The changes will enhance internal controls in the payroll process and increase efficiency in other areas.
 - The work of closing out 2022 and preparing for the annual audit has begun. Audit field work is scheduled for March 28 to 30.
 - The daily accounting work of this busy department continue to be top priority.
-

Community Development Department –

- Total Building Permits in 2022 = 169 (inc. 114 new residential units)
 - Total Building Permits in 2021 = 253 (inc. 176 new residential units)
 - Total Building Permits in 2020 = 185 (inc. 91 new residential units)
 - Total Building Permits in 2019 = 192 (inc. 71 new residential units)
- As of January 13th, we've seen 5 total building permits YTD, inc. 1 new residential unit. At the same time last year, we had reviewed 5 total permits, inc. 1 new residential unit. In 2021, we had reviewed 13 total permits, inc. 6 new residential units.
- The weather has presented some challenges for the three City-owned RVs out at the Salida RV Resort, as heavy winds disassembled the skirting that was put on back in November and chilly temps froze the pipes. After some delays, the skirting has been reinforced and hopefully these issues are behind us. Three families continue to occupy them until other/better options are available.

- A survey regarding the Future Land Use Map (FLUM) process concluded on December 19th and Clarion has provided staff with a summary of responses. Staff and consultant will work to update the FLUM based off responses and another public meeting to review and respond to the updated map is anticipated sometime in February. This information will also soon be available on the City's Community Development webpage. The FLUM will serve as an addendum to the Comprehensive Plan and will help direct future policy decisions on zoning.
- Staff has also provided initial comments for Installment #2 of the Land Use Code update and Clarion anticipates releasing a draft of that installment sometime in February. This installment will address numerous dimensional standards issues, including new density allotments, minimum lot sizes, setbacks, heights, etc. for both existing and newly proposed zone districts.
- The master planning process for the South Ark Neighborhood (a.k.a. the City-owned Vandaveer property) is in full effect, with staff and consultants (Studio Seed, LLC) working on background information and stakeholder interviews in lead up to the first public open house on January 31st at the SteamPlant Ballroom from 5:30PM - 7:30PM. The open house will include a short presentation/introduction but will primarily be in an open house format.

Parks and Recreation Department –

- See attached.

Public Works Department –

- See attached.

Arts and Culture Department –

- The exhibit from local photographer Lars Leber continued in the Paquette Gallery with another reception held during the monthly Creative Mixer, which was attended by (50) people.
- The month saw five (5) notable community-driven events and/or special performances in the likes of dance, vocal performance, and concerts. All totaled the events garnered an attendance of (695) people.
- The Arts & Culture department resurrected the Winter Art Pop-up Market over one weekend with ten (10) vendors bringing their fine art and decorative wares to the SteamPlant Ballroom. This free event garnered an attendance of (325) for the two-day period.
- The Fall Makers' Market and indoor Farmers' Markets events continued throughout the month. The event attendance for all events was (525).
- The Salida Circus closed out the year's activity with their Circus Camp during the final week of the month. The camp was attended by (25) youth each day for the week.
- The City of Salida Employee End of Year Party was hosted in the SteamPlant Ballroom.
- TOTAL GUESTS Attending (40) Events/Meetings for December = 2,353
 - Number of free arts and culture events/no admission = 16
 - Number of attendees at free events = 1,635
 - Number of events paying rental fees = 25
 - Number of entities using the facilities = 35

- Renovations were made to the dressing rooms in the SteamPlant Theater. The project included painting, wall treatments, and new flooring. All work was completed by Arts and Culture staff.

Fire Department –

- Annual flow testing on the department's Self Contained Breathing Apparatus was completed on January 11. Any issues were covered under warranty.
- We experienced a serious plumbing problem in the building over the Christmas Holiday. Thanks to Marty's plumbing out of Alamosa for putting in a full day to rectify the problem.
- Administrative staff have begun the arduous process of digitizing Occupancy Files into our Fire Reporting software.
- Call volume for 2022 was nearly equal to 2021. We responded to 1050 incidents with 55% being EMS and 45% Fire.
- We received our Summary Report from ISO on our Public Protection Class Rating and will be issuing a press release in February with the updated information.

Clerk's Office –

- Record retention Schedule:
 - Updating the clerk's office records for the new year and ensure that we are keeping up to date with our retention schedule
 - Determining what date the City will hold a shred day in the spring
 - Creating record retention presentation for Department Heads and staff
- Municipal Court:
 - Worked with Chaffee County Community Foundation to update our organizations that will accept court mandated volunteer hours
 - Researching collections agencies to ensure we have the best collection agency for our Municipal Court
- Special Events:
 - Met with the Special Events Committee and the FIBArk board to talk about the 2023 FIBArk events
 - Processing Special Event Liquor Licenses for non profits on private property
- Short Term Rentals:
 - Working with GOVOs to update our short term rental fees and application process
 - Answering questions about the tax increase and how it impacts different short term rental license holders
- Plastic Bag Fees
 - Worked with Slate to create a press release regarding the new state plastic bag implementation and created a process, on the website, for businesses to review the information and how to submit their fees.
- Liquor
 - Finalized a Liquor Transfer for Yunza Peruvian Cuisine
 - Starting a Liquor Transfer for the Spotted Dog, Benson's and The Fritz
 - Discussing a Brew Pub license for a distillery expected to open this year.
 - Received a Change of Location application for Riveting Experience, will be a public hearing in late February

- Petition
 - Speaking with a citizen regarding a possible Initiative Petition regarding Short Term Rentals
 - Campaign Finance
 - Updating Secretary of State Campaign Finance forms for City use
 - Conference
 - Signed up for the International Institute for Municipal Clerk's conference in Minneapolis this May
 - Education
 - Signed up for 3 Athenian Dialogue courses for Clerk certification (you must read a book before the 8 class to discuss how to implement goals/behavior into your work environment)
-



Parks and Recreation Department report

Date: 1/24/23

Aquatics

- Swim Lessons are full
- Stroke Clinic starts Jan 10 from 5-7 pm - Tuesdays
- Kayak Roll Session starts Jan 11 from 7:15-9 pm - Wednesdays
- Pool closing 3:15 pm for all-staff meeting
- AOAP Conference - February 13-16 - Pam and Jen gone
- Aqua Zumba will start February 27 - 5:30-6:15 pm - Mondays
- New membership and access pass prices
- New contact for installment billing
- Aquatic Center Membership/Access Pass increase goes into effect 2/6/23. Here is the [article](#) from the Salida Standard. Will be in MM, on socials, CC-all emails, P&R monthly newsletter.
- [Aquatic Center](#) website: "Things to know for your enjoyment and safety" section to the landing page

Salida Hot Springs Aquatics Center

- Training Bart Smith in the pumproom
- Training Mario Surber as Pool Custodian
- Ordering chemicals
- Getting new account setup with Univar Solutions for chemical ordering
- Trying to locate parts for partitions
- Walked through boiler project with JK Mechanical
- Checking in on extension arms to install temperature actuators (extensions just shipped)
- Looking into adding a sanitizer probe to the new controllers
- Getting United Roofing scheduled to start the overlay of the existing westwing roof
- Getting Cooper Woodworks linde up to replace the ceiling in the lifeguard room.
- Working on getting a "new" shop ready. Building shelves, removing one wall and, organizing parts and tools
- purchased new cloud based software for effluent meter (now trying to learn the new software
- Took regulatory training to fulfill the requirement in order to renew industrial wastewater certification
- Fire inspection. Have Bart working on addressing the issues in the report.

Recreation

- Salida Ski Bus: had 1 applicant/interview. Turned down offer. We're still looking to fill this position.
- FIBArk Youth Paddling Programs level 1 and 2 courses will start in February. Josh O is back.



- Youth Basketball started yesterday. Now a City program. Huge undertaking and big thanks to Ryan and his team. Still looking for referees.
- Adult Drop-Basketball started last night. Monday nights January 9 - March 27, 8-10 pm at Salida High School Gym.
- Adult Coed Dodgeball Wednesday nights February 22 - April 5 @ Salida Middle School
- Women's Adult Volleyball League starts January 19
- BVMA AIARE 1 Decision Making in Avalanche Terrain January 20 -22
- Salida Youth Wrestling will start in early February
- Intro To Mahjong coming soon
- FIBArk planning underway: early this year and 5 additional Board members

Parks and Facilities

- Lincoln Todd started last week at the new Parks Mechanic.
- Mario Surber will start this week as an evening Pool Custodian.
- Holiday Mountain turned off on Monday, Jan. 9th.
- Parks staff will be working on adding some engineered wood fiber to the climbing wall area at Riverside Park.
- Trail improvements to the soft path through Alpine Park are scheduled to take place over the next couple weeks.
- Staff is scheduled to install a memorial bench along the Monarch Spur trail this week.
- Staff received the 2022 Parks Department irrigation water audit results and are currently under review.

General

- Developing a scope of work with the on-call planning and design team.
- Negotiating contracts with Chaffee county Amateur Hockey Association, FIBArk, and the School District.
- Re-applied for OEDIT grant for the *Boat ramp to beach* project.
- Working with the Salida Bikepark group on a plan for a pump track at Centennial.
- Meeting with the School District and Salida Babe Ruth to prepare for baseball season.
- Employers Council: Training topics being vetted. Accountability at Work, Effective Communication, Leadership Development, Coaching Skills, Conflict Management, Customer Service. Training and development plan for staff to follow.

Public Works Department Report

January 2023

Planning/Engineering/Construction

- Planning and Construction
 - Streets
 - Oak Street Reconstruction and US-50 SRTS plans in the process of revisions following CDOT FIR comments
 - IGA w/CDOT finalized for West 291 future improvements (~\$1M funding approved of ~\$2.5M)
 - Poncha Blvd bid package preparation
 - 2022 Street Reconstruction:
 - Complete with exception of 4 blocks of 10th. Project to re-start in spring
 - Utilities
 - Pasquale WTP Project: Construction of concrete clear well underway (see pic)
 - Poncha Trunk line: Design near complete
- Other CIP Items:
 - Caboose restoration in progress
 - Multi-use office space addition underway.

Operations

- Streets
 - Snow plowing/ice removal
 - Storm sewer maintenance and jetting to remove sediment
 - Sign inspections and tree pruning for sign clearance
- Utilities
 - Field Utilities
 - Multiple water service repairs due to leaks
 - Smart meter upgrades (dealing with some supply chain issues)
 - Inspection and new development assistance
 - Begin sewer cleaning/inspection for 2023 areas and small diameter lines
 - Water Treatment
 - Routine items
 - Involvement with WTP Pasquale Improvement Project
 - Lead and Copper testing
 - Wastewater Treatment
 - Work with consultant and director on process control data collection
 - Additional testing for compliance and plant operational trending



Figure 1 - Pasquale Springs WTP Reconstruction



CHAFFEE COUNTY
 DEVELOPMENT SERVICES DEPARTMENT
 104 Crestone Ave., Room 125
 P.O. Box 699
 Salida, Colorado 81201
 (719) 539-2124 FAX: (719) 530-9208
bdepartment@chaffeecounty.org

January 9, 2022 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Building Permit Activity

- **Permits** issued in December: 2022: 203 (BMEP only)
2021: 214 (BMEP only)
- * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in December: 2022: \$80,842.65
2021: \$87,151.86
- **Total Revenue** collected year end: 2022: \$1,616,652.91
2021: \$1,875,936.48
- % of total budgeted revenue collected year end: 104.3% (\$1.55 M)
- **SFDs** issued in December: 2022: 22
2021: 21
- Chaffee: 9 BV: 11 Poncha: 1 Salida: 1
- **2022 year-to-date permit totals:**
- Chaffee County 1,886 118 SFDs
- Buena Vista: 468 31 SFDs
- Poncha Springs: 603 76 SFDs
- Salida : 941 48 SFDs
- Total Number of Permits Issued: 3,898 *273 SFDs
- **2021 year-to-date permit totals:**
- Chaffee County: 1,880 129 SFDs
- Buena Vista: 480 62 SFDs
- Poncha Springs: 524 80 SFDs
- Salida : 1,180 75 SFDs
- 4,064 *346 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. OWTS Permit Activity

- **OWTS Permits** issued in December: 2022: 11 (New) 1 (Licenses)
2021: 13 (New) 1 (Licenses)
- **OWTS Revenue** collected in December: 2022: \$5,553.00
2021: \$1,213.00
- **OWTS Revenue** Year end: 2022: \$64,415.00
2021: \$75,513.00

C. New Commercial Projects

Chaffee County:

- **29909 Hwy. 24N Building C:** Permits were issued for this core/shell building.
- **8815 CR 153:** Permits were issued to convert a barn at this address to a wedding venue.
- **26407A CR 320:** Permits were issued for a 2,400 s.f. mini-storage building.

Salida:

- **302 W. Hwy 291:** Permits were issued for the buildings within the Jane's Place affordable housing project.
- **6300 and 6334 Cleora Road:** Permits were issued for two 4-plexes at these addresses.
- **1242 C Street:** Permits were issued for a commercial greenhouse at this location.
- **1000 Rush Drive:** Permits were issued to renovate the MRI area of the hospital.

Buena Vista:

- **926 S. Main Street:** A permit was issued for a commercial kitchen hood at this address.
- **1012 Front Loop:** A permit was issued for a masonry fence around the Surf Hotel swimming pool.
- **2001 Greg Drive:** Permits were issued for two shade structures at the BV Drone Park.
- **907 S. Main Street:** Permits were issued for an alteration of a medical office building.

Poncha Springs:

- No commercial permits were issued in December.

We approved 1 plan change and 3 changes of use in December.

D. Inspection Totals

- We performed 1,028 field inspections in the month of December. For the year, we performed 14,437 field inspections.
- We issued 47 certificates of occupancy in December.

E. Personnel Update

- In 2022 the Department of Building Safety has earned 12 additional ICC certifications which are as follows:

Tara Oliver:	Permit Technician
Chad Chadwick:	Plumbing Inspector
	Plumbing Plans Examiner

Rachael VanDyke:	Commercial Plumbing Inspector Commercial Energy Inspector Green Building – Residential Examiner Energy Code Specialist
Gary Barnthouse	Residential Mechanical Inspector Residential Combination inspector
Dan Swallow:	Fuel Gas Inspector Zoning Inspector Permit Technician

Department-wide we hold 78 ICC certifications. The number of certifications held by each team member is as follows:

Tara Oliver: 1
 Aaron Kroschel: 1
 Pat Green: 6
 Gary Barnthouse: 8
 Rachael VanDyke: 12
 Chad Chadwick: 15
 Dan Swallow: 35

Ken Holaway and Netha Holman are both new to the department this year. They are required to earn at least one certification by their 1-year anniversary in order for us to maintain our 100% certified status with ICC.