



CITY COUNCIL REGULAR MEETING

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

May 17, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve May 3, 2022 Minutes

4. Approve National High School Trail Championship

5. Approve Colorado Parks and Wildlife Event

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

6. **Ordinance 2022-08** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE GREEN HEART LLC MAJOR IMPACT REVIEW FOR A PLANNED DEVELOPMENT OVERLAY AND MINOR SUBDIVISION OF THE 1.23 ACRE PARCEL LOCATED AT 535 WEST SEVENTH STREET, **FINAL READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

7. **2021 Annual Comprehensive Financial Report**

8. **Resolution 2022-19** AMENDMENT TO RESOLUTION 2021-37 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2022, **PUBLIC HEARING**

9. **Award the Design and Build Contract for the Salida Fire Station**

10. **FIBArk Festival Special Event Permit**

11. **Resolution 2022-20** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO TO ALLOW OVERNIGHT CAMPING IN MARVIN PARK ON JUNE 14 FOR THE 2022 RIDE THE ROCKIES EVENT

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

- [12.](#) **Resolution 2022-21** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2022 FEE SCHEDULES
- [13.](#) **Resolution 2022-22** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE AGREEMENT WITH BRINGING EVERYONE THROUGH THE CRISIS OF HOUSING (BETCH) FOR A TEMPORARY SAFE OUTDOOR SPACE (TSOS)/OVERNIGHT PARKING PERMIT PROGRAM AT CENTENNIAL PARK
14. **Salida Crossings Planned Development Modification – Request to be continued until June 7, 2022**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

[15.](#) Staff Reports

BOCC Report

[16.](#) BOCC Reports

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
May 03, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve April 19, 2022 Minutes

Approve Ark Valley Pride Parade Special Event

Approve Touch a Truck Special Event

Approval of Engineering Agreement – Harriet Alexander Field – Runway Pavement Maintenance and Rehabilitation Project

Approve entering into a contract with Stratton and Bratt Landscapes, LLC

CITIZEN COMMENT–Three (3) Minute Time Limit

Rob Gartzman, Becky Gray, Madelyne Felsch, Andrew Schumaker, Michael Baker, Hannah Michaels, Francie Bomer, Jenna Janisch, Jason Janisch, Tom Apx, Cory Riggs, Vesper Curtis, Matt Sutz, Betsy Dittenber, Brandon Becker, Erika Gelgand, Steve Kucera, Bryant Musser, Chloe (no last name given), and Paula Ortiz spoke during Public Comment.

PROCLAMATIONS

Arbor Day Proclamation

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.

Mayor Shore read the Proclamation and declared May 12th as Arbor Day.

LIQUOR LICENSING AUTHORITY

A Hearing to review a new Hotel and Restaurant Liquor License for The Crossroads LLC dba The Crossroads, at 142 West Highway, for Eric Burns, **PUBLIC HEARING**

Mayor Shore opened the Public Hearing. City Clerk Erin Kelley presented the liquor application.

The applicant, Eric Burns, asked the Liquor Licensing Authority to approve a new license. Council discussed the Ordinance.

Shore closed the Public Hearing.

Council Member Pappenfort moved to approve the new Hotel and Restaurant Liquor License, Seconded by Council Member Naccarato.

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

THE MOTION PASSED.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2022-06 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A 0.60 ACRE PARCEL LOCATED AT 323 WEST FIRST STREET AND LEGALLY KNOWN AS PART OF LOTS 4 & 5, ALL OF LOTS 6-9, AND PART VACATED ALLEY, BLOCK 19, SALIDA, CURRENTLY ZONED C-1 AND I, WITHIN THE HWY 291 ESTABLISHED RESIDENTIAL OVERLAY, TO PLACE A PLANNED DEVELOPMENT OVERLAY ON THE PROPERTY, AND APPROVE THE DEVELOPMENT PLAN AND 16-LOT MAJOR SUBDIVISION FOR RESIDENCES AT SALIDA BOTTLING COMPANY, **FINAL READING AND PUBLIC HEARING**

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

Jeff Westcott, Cory Riggs, Brandon Becker spoke regarding the Ordinance.

Council discussed the Ordinance.

Shore closed the Public Hearing.

Council Member Templeton moved to approve and amend the Ordinance by adding "Applicant shall provide a stamped surveyor's confirmation demonstrating compliance with the Grading Plan submitted as part of the Civil Drawings. This documentation shall be provided after the foundation is backfilled", Seconded by Council Member Kasper.

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

City of Salida Personnel Manual Update

Council Member Templeton moved to approve the City of Salida Personnel Manual Update, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

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.

Resolution 2022-16 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE RV RENTAL PROGRAM ADDENDUM TO THE "OPEN DOORS" LONG-TERM RENTAL PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CHAFFEE HOUSING AUTHORITY

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

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

THE MOTION PASSED.

Resolution 2022-17 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO TO ALLOW OVERNIGHT CAMPING IN MARVIN PARK FROM JULY 30 THROUGH AUGUST 1, FOR THE 2022 GONE TO THE DOGS INC. DOG AGILITY EVENT

Council Member Templeton moved to approve and amend the Resolution by changing the promoter to "Canine Culture, LLC", Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Resolution 2022-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING A CITIZEN APPOINTMENT TO THE HARRIET ALEXANDER FIELD - SALIDA AIRPORT ADVISORY BOARD

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

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

THE MOTION PASSED.

Ordinance 2022-08 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE GREEN HEART LLC MAJOR IMPACT REVIEW FOR A PLANNED DEVELOPMENT OVERLAY AND MINOR SUBDIVISION OF THE 1.23 ACRE PARCEL LOCATED AT 535 WEST SEVENTH STREET, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and set a Public Hearing for May 17, 2022, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

Council Member Templeton moved to extend the meeting until 9:30 p.m., Seconded by Council Member Critelli.

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

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.

THE MOTION PASSED.

EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6402(4)e, and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a), with the following additional information for identification purposes – potential real estate acquisitions

Council Member Critelli moved to enter into Executive Session, Seconded by Council Member Naccarato.

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

THE MOTION PASSED.

Council entered Executive Session at 9:04 p.m. and returned to the Regular Meeting at 9:29 p.m.

ADJOURN

Adjourned at 9:30 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore

Special Event application

Event Name *

Event contact name *

National High School Trail Championships

Event contact email address *

kenny.wilcox4@gmail.com

Event contact phone number *

17192210238

The following questions are similar to the questions that were answered in the online "Park rental and Special event request form". Please provide more detail in this application.

Event location

Riverside Park

Event start date

MM DD YYYY

07 / 30 / 2022

Event start time

Time

07 : 00 AM ▼

Event end date

MM DD YYYY

07 / 30 / 2022

Event end time

Time

11 : 00 AM ▼

Estimated number of people in attendance

250

Please provide a short description of the event

This will mark the sixth consecutive running of the annual Beas Knees Citizens' Race and National High School Trail Championships. This race utilizes the trails of Poblano, Burnpile, Rusty Lung, Little Rattler and Frontside

Will food or merchandise be available from any vendor?

- ☐ Yes
- ☒ No
- ☐ Maybe

If YES, FOOD AND SALES TAX LICENSES MUST BE OBTAINED AND POSSIBLY A MULTI VENDOR PERMIT . Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multiple vendor permit

<https://drive.google.com/file/d/1VHVSD9PEo0x-dNvllrrkWRlXr1JaL8o9/view?usp=sharing>

County form:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

Will Alcohol be sold or distributed at your event?

- ☐ Yes
- ☒ No
- ☐ Maybe

If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

<https://drive.google.com/file/d/1VGNG7tcBM4NP0KCIJ9hZqgrcvuyppjPvu/view?usp=sharing>

Will there be amplified sound at your event?

- ☒ Yes
- ☐ No
- ☐ Maybe

If yes, complete the Amplified Sound Permit available below.

<https://drive.google.com/file/d/1V70HXR0EElrRqCV4S9hTqXj-1Pwfdss1/view?usp=sharing>

Are any streets, sidewalks or other right of way closures required for your event?

- ☐ Yes
- ☒ No
- ☐ Maybe

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

<https://drive.google.com/file/d/1V3xAFRIMqozcGrAQsk9QC3BoClmeO9V/view?usp=sharing>

If yes, please describe the request.

.....

Will you require any security or law enforcement services specific for your event?

☐ Yes

☒ No

☐ Maybe

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.? .

.....

If additional City of Salida Police Officers are requested, they must be requested through the Salida Police Department (719-539-6880).

Where will people park for your event?

Parking areas northwest and northeast of F Street Bridge and around Riverside Park.

How many additional trash cans are needed for your event?

0
.....

Is a quote from a trash service included in your application packet?

- ☐ Yes
- ☒ No

Is the Emergency Action Plan included in your application packet?

- ☒ Yes
- ☐ No

Have you obtained insurance for your event that lists City of Salida as additionally insured?

- ☒ Yes
- ☐ No

Please check that you understand and will adhere to the following requirements:

- ☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.
- ☒ You will be required to have insurance and name the City as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.
- ☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements
- ☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- ☒ 1 trash can per 50 people is required
- ☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.
- ☒ All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

Digital signature:

Kenny Wilcox

This form was created inside of City of Salida.

Google Forms

National High School Trail Championship and Citizen's Race-July 30, 2022

Item 4.

Located at: **Salida Mountain Trails System (Tenderfoot / S Mountain)
Riverside Park (Finish)
146 E Sackett St. #198
Salida CO 81201**

In the case of an emergency involving a student athlete, spectator, coach, etc. during class or practice the following should be done.

1. Call 911
 - The Certified Athletic Trainer and Coaches should carry a cell phone.
 - Notify AT of emergency via cell phone or designated person
 - Designate an assistant coach or other designated person to ensure appropriate access points are accessible to EMS
2. Emergency Medical Assistance should be summoned as needed in an emergency situation
3. **Instruct emergency medical services (EMS) personnel to: "Riverside Park or County Rd 176 / Spiral Drive as we have an injured person in need of emergency medical treatment."**
**A designated person will meet the Ambulance / wave EMS down:
Sackett and F Street or at course location on County Rd 176**
4. Provide the following necessary information to EMS personnel:
 - Name, address, telephone number of caller
 - Number of victims; condition of victim(s)
 - First-aid treatment initiated / Care currently being provided
 - **Specific directions** as needed to locate scene
 - Other information as requested by dispatcher
 - **DO NOT HANG UP UNTIL DISPATCHER HANGS UP**
5. Provide the appropriate emergency care until arrival of EMS personnel
 - If necessary first aid or CPR will be rendered by Certified Athletic Trainer, Coach or Specified Person
 - If needed and available, Automated External Defibrillator (AED) should be obtained
 - Pertinent information will be provided to EMS upon arrival
 -
6. Once the student athlete is secure with EMS the following should be done.
 - Designate who should accompany student athlete to hospital if parents are not available
 - Certified Athletic Trainer and/or Head Coach should contact parents to inform them of injuries
 - Any other necessary staff should be notified of occurrence
 - Inform appropriate coaches and administration
 - Make sure all medical history and insurance information is given to medical facility where student/athlete is taken.
 - Make sure all appropriate injury reports are completed
7. Should the Certified Athletic Trainer or Head Coach deem it unnecessary for EMS transport and transport is made by private vehicle one of the following facilities should be notified of the incoming student athlete and their injury.

Other Emergency Telephone Numbers

Heart of the Rockies Regional Medical Center (HRRMC)	719-530-2200
Orthopedic and Sports Medicine Center	719-530-2020
SHS Athletic Training Room	719-530-5454
Dan Evans, MLS, ATC	785-650-7194
Eddy Velazco	620-805-4150
Kenny Wilcox	719-221-0238

8. Severe Weather/Natural Incident: Participants, spectators and volunteers will be directed to a safe location (i.e. vehicles, nearby buildings like the Boathouse or Safeway.

If the Certified Athletic Trainer is onsite, the AED will be located at the medical station in Riverside Park



CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

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

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

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

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

**CITY OF SALIDA****NOISE PERMIT APPLICATION**

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

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

Completed applications can be submitted in-person to the City Clerk at 448 E. First Street, Suite 112, or via email to clerk@cityofsalida.com. Applications must be submitted at least five (5) working days prior to the date for which the permit is sought.

I. Applicant Information.

Applicant Name:	<u>Kenny Wilcox</u>
Applicant Business/Organization:	<u>Salida High School</u>
Applicant Phone:	<u>719-221-0238</u>
Applicant Email:	<u>kenny.wilcox4@gmail.com</u>
Applicant Address:	<u>1134 F Street</u> <u>Salida, CO 81201</u>
Sound Supervisor ¹ :	<u>Kenny Wilcox</u>
Sound Supervisor Phone:	<u>719-221-0238</u>

II. Event Information.

Description of Event: The sixth annual National High School Trail Championships (NHSTC) and Beas Knees Citizens' Race is a trail race that utilizes a portion of the Salida Mountain Trail System with a finish in Riverside Park. The NHSTC crowns a female and male individual champion as well as a female and male team champion. The Beas Knees Citizens' race is held in honor of the late Brett Beasley.

Estimated Attendance:	<u>250</u>
Date(s):	<u>7.30.22</u>
Hours of Event:	<u>7-11am</u>
Location of Event:	<u>Riverside Park and Salida Mountain Trails</u>

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



III. Noise Information.

Type of Noise (e.g., live music, parade):
Announcements and music from a playlist

Type of Sound Amplification Equipment:
PA System

IV. Agreement.

As the applicant for this noise permit, I, Kenny Wilcox, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature: Kenny Wilcox

Date: 5.10.22

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature: _____

Date: _____



CITY OF SALIDA NOISE PERMIT

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

I. Conditions and Limitations Applicable to All Permits.

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

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

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): _____

Expiration: _____

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____

Special Event application

Event Name *

Colorado Parks and Wildlife 125th Anniversary Softball Tournament

Event contact name *

Kristin Cannon

Event contact email address *

kristin.cannon@state.co.us

Event contact phone number *

303-877-6094

The following questions are similar to the questions that were answered in the online "Park rental and Special event request form". Please provide more detail in this application.

Event location

Marvin Park

Event start date

MM DD YYYY

06 / 07 / 2022

Event start time

Time

08 : 00 AM ▼

Event end date

MM DD YYYY

06 / 07 / 2022

Event end time

Time

08 : 00 PM ▼

Estimated number of people in attendance

200

Please provide a short description of the event

Agency softball tournament

Will food or merchandise be available from any vendor?

- ☐ Yes
- ☒ No
- ☐ Maybe

If YES, FOOD AND SALES TAX LICENSES MUST BE OBTAINED AND POSSIBLY A MULTI VENDOR PERMIT . Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multiple vendor permit

<https://drive.google.com/file/d/1VHVSD9PEo0x-dNvllrrkWRlXr1JaL8o9/view?usp=sharing>

County form:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

Will Alcohol be sold or distributed at your event?

- ☒ Yes
- ☐ No
- ☐ Maybe

If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

<https://drive.google.com/file/d/1VGNG7tcBM4NP0KCIJ9hZqqrvcuypjPvu/view?usp=sharing>

Will there be amplified sound at your event?

- ☒ Yes
- ☐ No
- ☐ Maybe

If yes, complete the Amplified Sound Permit available At the City Clerk's office.

Are any streets, sidewalks or other right of way closures required for your event?

- ☐ Yes
- ☒ No
- ☐ Maybe

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

<https://drive.google.com/file/d/1V3xAFRIMqozcGrAQsk9QC3BoCltmeO9V/view?usp=sharing>

If yes, please describe the request.

Will you require any security or law enforcement services specific for your event?

- ☐ Yes
- ☒ No
- ☐ Maybe

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.? .

If additional City of Salida Police Officers are requested, they must be requested through the Salida Police Department (719-539-6880).

Where will people park for your event?

Park parking area, many will carpool

How many additional trash cans are needed for your event?

We can provide our own

Is a quote from a trash service included in your application packet?

- ☐ Yes
- ☒ No

Is the Emergency Action Plan included in your application packet?

- ☐ Yes
- ☒ No

Have you obtained insurance for your event that lists City of Salida as additionally insured?

- ☒ Yes
- ☐ No

Please check that you understand and will adhere to the following requirements:

- ☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.
- ☒ You will be required to have insurance and name the City as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.
- ☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements
- ☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- ☒ 1 trash can per 50 people is required
- ☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.
- ☒ All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

Item 5.

Digital signature:

Kristin Cannon

This form was created inside of City of Salida.

Google Forms

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 5.

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

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWN NG ARTS
FAC LITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- 2110 ☐ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☒ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Colorado Parks and Wildlife

State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

6060 Broadway
Denver, CO 80216

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

Marvin Park
Salida, CO

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

5. EVENT MANAGER

Kristin Cannon

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN
ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

☒ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

☒ NO ☐ YES TO WHOM? _____

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

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

Date	From	To	Date	From	To	Date	From	To	Date	From	To
06/07/2022	8:00 a	.m.									
	To 8:00 p	.m.		To	.m.		To	.m.		To	.m.

OATH OF APPLICANT

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

SIGNATURE



TITLE

Deputy Regional Manager

DATE

05/12/2022

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

- ☐ CITY
☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

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

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

- ☐ **APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- ☐ **THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- ☐ **AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.**
- ☐ **CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

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

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

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

Salida Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Kristin Cannon	303-877-6094	303-912-9044	<i>Kristin Cannon</i>
2. Shannon Schaller	303-903-7951	970-485-5496	<i>Shannon Schaller</i>
3. Scott Roush	303-204-0996	720-557-2884	<i>Scott Roush</i>
4.			

Please complete the following template according to your Events plan and location.

The following procedures should be followed in the event of an emergency.

Communications

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

Fire

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

Medical Emergency

- Identify the medical emergency.
- If life threatening, call 911.
- Administer first aid if properly trained.
- Evacuate the injured person to

Heart of the Rockies Regional Medical Center
1000 Rush Dr 719-530-2200

Violent incident

- Call 911.
 - Attempt to avoid the situation – move participants away
 - Try to deny contact-evacuate to
- Colorado Parks and Wildlife Service Center
lock/block doors, turn off lights, silence phones. 7405 US 50 719-530-5520
- If necessary defend - distract, attack, subdue.

Severe Weather/Natural incident

- Move participants away from threat if possible.
 - Evacuate to
- lightning - vehicles, flooding - CPW office or other higher ground
- Call 911

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

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded below.

INSURED

The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Department of Natural Resources

SOURCES OF COVERAGE

Cov A... State Risk Management Office

Cov B... State Risk Management Office

All coverages are effective continuously per State Law.

COVERAGES

Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES....: This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.

ADDITIONAL INSURED: The Colorado constitution prohibits including certificate holders as additional insureds.

INDEMNIFICATION and
HOLD HARMLESS clauses: This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION

Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

Agency softball tournament at Marvin Park in Salida, CO on June 7, 2022.

CERTIFICATE HOLDER

City of Salida
448 E First Street, Suite 112
Salida, CO 81201

Certificate #:

Issue Date: 03/18/22

Attn:

Mike Post

Eileen Taylor

AUTHORIZED REPRESENTATIVE



Item 5.

**CITY OF SALIDA****NOISE PERMIT APPLICATION**

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

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

Completed applications can be submitted in-person to the City Clerk at 448 E. First Street, Suite 112, or via email to clerk@cityofsalida.com. Applications must be submitted at least five (5) working days prior to the date for which the permit is sought.

I. Applicant Information.

Applicant Name: Kristin Cannon

Applicant Business/Organization: Colorado Parks and Wildlife

Applicant Phone: 303-291-7313

Applicant Email: kristin.cannon@state.co.us

Applicant Address: 6060 Broadway

Sound Supervisor¹: _____

Sound Supervisor Phone: 303-877-6094

II. Event Information.

Description of Event: Softball Tournament, asking for amplified sound for announcements and music

Estimated Attendance: 200

Date(s): 6/7/2022

Hours of Event: _____

Location of Event: _____

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



III. Noise Information.

Type of Noise (e.g., live music, parade):

amplified announcements and recorded music

Type of Sound Amplification Equipment:

blue tooth speakers (not commercial or professional)

IV. Agreement.

As the applicant for this noise permit, I, Kristin Cannon, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature:

Date:

03/17/2022

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature:

Date:



CITY OF SALIDA NOISE PERMIT

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

I. Conditions and Limitations Applicable to All Permits.

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

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

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): _____

Expiration: _____

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

ITEM

Ordinance 2022-08: Second Reading and Public Hearing on the proposed Green Heart Major Impact Review application for a Planned Development Overlay at their property located at 535 West Seventh Street.

BACKGROUND

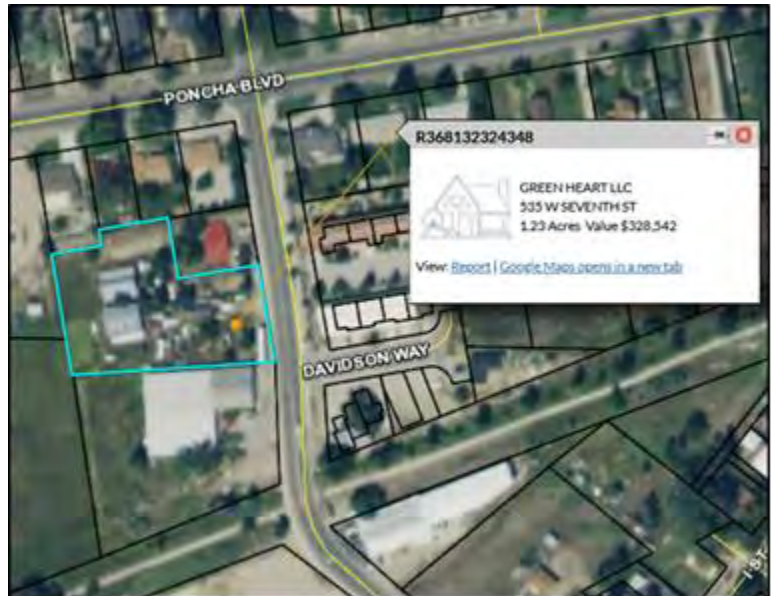
The applicant, Green Heart LLC, represented by Andy Riemenschneider, submitted a Major Impact Review application for a Planned Development Overlay and Minor Subdivision of their 1.23 acre parcel located at 535 West Seventh Street. The property is zoned Single-Family Residential (R-1) and is currently a vacant parcel.

The requests are:

A. Approval of a Planned Development Overlay to allow for a private drive to serve as access for the proposed subdivision and for two lots to have zero public street frontage but oriented off of the private drive. The request also includes approval to apply the Medium Density Residential (R-2) zone district dimensional standards for the two lots fronting Seventh Street. All other dimensional standards are anticipated to be met.

B. Approval of a Minor Subdivision to subdivide the above described 1.23 acre property into 4 residential lots.

A Conceptual Review Meeting with the Planning Commission and City Council occurred on November 15, 2021.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

The Planning Commission reviewed the Major Impact Review and Minor Subdivision applications and held a public hearing on March 28, 2022.

The properties surrounding this parcel are located within the Single-Family Residential (R-1), Medium-Density Residential (R-2), Industrial (I) and Commercial (C-1) zone districts.

The applicant is requesting approval of a Planned Development Overlay to allow a private road to serve as access for the proposed minor subdivision. The request is also to apply the Medium Density Residential (R-2) zone district dimensional standards for Lots 3 and 4 that front Seventh Street. All other dimensional standards are anticipated to be met.



The private road is shown on the plat as an out-lot. This is not considered an “out-lot” but a private road so the plat will need to be updated to remove “out-lot” and have the private road named.

Since this property is within the (R-1) zone district, the applicant is currently restricted to 1 single-family residence. The applicant could subdivide the parcel in half and meet all of the (R-1) zone district standards with 2 single family residences but, with the size of the parcel, they would like to have 2 additional lots for local families to be able to build on and live here.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

A. PROPOSED PLANNED DEVELOPMENT

A Planned Development is an overlay which allows flexibility in the underlying zoning district standards to "...permit the application of more innovative site planning and design concepts than may be possible under the application of standard zone districts."

The applicant is requesting Planned Development approval to allow 4 residential lots with two of the lots (Lots 1 and 2) having zero public street frontage but oriented off of a private drive. The other deviation request is for approval to apply the Medium Density Residential (R-2) zone district dimensional standards for the two proposed lots (Lots 3 and 4) fronting Seventh Street. All other dimensional standards are anticipated to be met.

THE CITY OF SALIDA COMPREHENSIVE PLAN

Per Section 16-7-20 of the Salida Municipal Code, a planned development constitutes a zoning classification and is established by overlaying the designation upon land within an existing or newly created zone district. The

Comprehensive Plan Land Use Map shows the Green Heart LLC property as Single Family Residential.

Generally zoning should be consistent with the community's comprehensive plan. The following Policies, Actions and Principles are most applicable to the proposal:

Policy LU&G-I.2: Infill and redevelopment should be encouraged and will advance the objectives of this plan.

The 1.23 acre property is vacant. There are existing utilities within West Seventh Street to serve the property. Approval would offer greater opportunity for infill than just 1 or 2 units.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

Action LU&G-I.2a: Encourage projects to use maximum density allowances to make the best use of the available infrastructure.

The applicant is requesting changes to the underlying dimensional standards in order increase the residential density. Allowed density not being exceeded, but allows for additional lots.

Action LU&G-I.2e: Focus new development in the Salida area within the Municipal Services Area to ensure adequate provision of services and limit sprawl development around the city.

The site is within the MSA.

Policy H-I.1: Provide a mix of housing types and densities throughout the city to address a variety of incomes and lifestyles.

The majority of housing types in this specific area are single-family, along with multi-family condominiums across the street. The applicant has stated that lots 1 and 2 will be developed with single-family residential units and lots 3 and 4 have the potential of up to two residential units on each lot which will allow a mix of housing types and would likely provide housing for the “missing middle”.

PLANNED DEVELOPMENT EVALUATION CRITERIA:

Section 16-7-40 (b) of the City of Salida Land Use and Development Code states “the PD Development Plan shall meet the following criteria...unless the applicant can demonstrate that one or more of them is not applicable or that another practical solution has been otherwise achieved.” The applicant’s requests and staff’s comments are listed below.

1. Minimum dimensional standards. In addition to the request to eliminate the public street frontage requirement, the applicant is also requesting to apply the Medium Density Residential (R-2) zone district dimensional standards (shown below) for the two proposed lots that front Seventh Street.
 - The requested deviations will not impact the property’s ability to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and should be compatible with other developments in the area.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE May 17, 2022
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2. Trails. The closest trail near this property is the Monarch Spur Trail. There are existing sidewalks along Seventh Street that provides connection to the trail.

3. Ownership and Maintenance. The development will have a homeowners association to maintain the private drive and the rear access drive.

4. Water and Sewer. The developer shall provide municipal water and sewer facilities within the PD as required by the City.

Table 16-F Schedule of Dimensional Standards			Lots 1 and 2	Lots 3 and 4
Dimensional Standards	(R-1) REQUIREMENTS	(R-2) REQUIREMENTS	Proposed REQUIREMENTS	Proposed REQUIREMENTS
Min. lot size (sq. ft.)	7,500	5,625	7,500	5,625
Density (Min. lot sq. footage per principal dwelling unit)	3,750	3,125	3,750	3,125
Min lot size (sq. ft.)—attached units	NA	3,125	NA	3,125
Min. lot frontage	50'	37'6"	Fronting Private Road	37'6"
Min. lot frontage—attached units	NA	20'	NA	20'
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	35%	40%	35%	40%
Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) 5	10%	15%	10%	15%
Min. landscape area	55%	45%	55%	45%
Min. setback from side lot line for a primary bldg.	8'	5'	8'	5'
Min. setback from side lot line for a detached accessory bldg.	3', 5' or 10'	3', 5' or 10'	3', 5' or 10'	3', 5' or 10'
Min. setback from rear lot line: principal bldg.	30'	20'	30'	20'
Min. setback from rear lot line: accessory bldg.	5'	5'	5'	20'
Min. setback from front lot line: principal bldg.	30'	20'	30' for Lot 1 40' for Lot 2	20'
Max. building height for a primary bldg.	35'	35'	35'	35'
Max. building height for a detached accessory bldg.	25'	25'	25'	25'

- The applicant has provided improvement plans that include designs for sewer and water services to serve the interior of the site. The plans have been reviewed by the Public Works Department and the City Engineers JVA their comments are included at the end of this section and attached to the staff report.

5. Residential Density. The allowable density for Lots 1 and 2, given the R-1 zoning, is 2 residential units. The allowable density for Lots 3 and 4 is 4 residential units if the PD is approved. The building setbacks are shown on the subdivision plat and the units will be spaced in conformance with standard setback requirements, adequate privacy is provided. This criterion is satisfied.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

- The applicant is only requesting an increase in density for Lots 3 and 4 and the proposed density is compatible with the surrounding neighborhood. Because of the 20' rear access easement the applicant may restrict these two lots to single-family. One ADU would be allowed on any lot, consistent with code.
6. Relationship to the Subdivision Regulations. The provisions of these regulations concerning a Planned Development will not eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City. The applicant submitted a 4 lot minor subdivision to be review concurrent with this planned development application. This criterion is satisfied.
7. Improvement Standards. The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development.
- The only deviation the applicant is requesting from in Article VIII is to be allowed a private road to meet the lot frontage requirement and to provide access for all of the lots created with the minor subdivision.
8. Maximum height. The applicant is not requesting a deviation to maximum height standards. This criterion is not applicable.
9. Gross Building Floor Area. There are no uses proposed other than residential. This criterion is not applicable.
10. Permitted Uses. The proposed residential use is a use by right within the existing zone district. The applicant is not requesting deviations within the R-1 zone district Table 16-D Schedule of Uses. The size of the development site is not large enough to justify the requirement of any other uses such as commercial, recreational, or educational amenities.
11. Transportation design. The development provides direct access to West Seventh Street, a collector street, which is designed to support the anticipated additional traffic generated by the proposed number of units. The Fire and Public Works Departments have no concerns regarding



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

the private road. The development also provides safe and adequate pedestrian access from the development to nearby trails and schools. This criterion is satisfied.

12. Development Standards. As mentioned above, the applicant is requesting deviation from the requirement to have frontage for all lots onto a public street and is proposing to have 2 lots with frontage from the proposed private road and access for all lots from the private road.
13. Energy Efficient Design. The construction of new buildings will be required to meet the energy standards of the building codes.
14. Variety in Housing Types. The applicant is proposing a minor subdivision of 4 lots and will be constructing a single-family residence on Lot 1 and on Lot 2. Lots 3 and 4 have the potential to have up to two units constructed on each lot so there should be a variety of housing in this planned development.
15. Fiscal Impacts. The private drive and utilities are to be maintained by the homeowners association. The City will provide police and fire protection and serve the project with water and sewer through public mains. Water and sewer system development fees will help offset long term costs of expanding those systems. The fees for Fair Contributions for Public School Sites will be required per residential unit to help offset impacts on the school district, and open space fees will be required for each unit.
16. Higher levels of amenities. There are no private or public parks or recreational areas proposed within the planned development.
17. Physical Conditions or Constraints. The size of the lot, depth of the lot, existing private drive access, and the standard requirement for frontage on a public street are the primary physical conditions or constraints that would warrant a departure from the standard regulation requirements.
18. Adjacent and nearby developments. Staff has not found that there are any detrimental effects on the neighborhood as this property is across the street from several condominiums.
 - The applicant has stated that the property was purchased with the intent to build two single-family residences for their personal families as requested by the previous owner



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

of the lot. They are also wanting to provide the 2 lots fronting Seventh Street that locals could afford to build and live here.

EVALUATION STANDARDS FOR MINOR PLANNED DEVELOPMENTS

Section 16-7-40(d) states that “In addition to the above evaluation standards in Subsection (a) of this Section that apply to all PD applications, the following standards or requirements shall govern the application of a minor planned development and shall be utilized by the Planning Commission and the City Council in evaluating any minor PD plan:

- (1) Staging of Development. There shall be no staging of development in a minor PD. The applicant does not indicate any phasing of the development of infrastructure for this project.
- (2) Types of Uses. A minimum of 25% of the floor area of the project is recommended for non-residential, commercial uses.
 - The applicant is not proposing any non-residential uses, nor are any recommended given the property’s zone district and location.
- (3) Public Places. Public gathering places should be provided to reinforce community identity and support civic engagement.
 - There are no public gathering places proposed in the development, nor would one be warranted given the location of the development and proximity to Longfellow Elementary School and Thonhoff Park.
- (4) Economic Opportunity. The PD provides a unique economic opportunity or provides a service, industry, or housing type that will benefit the City and would not be possible under the existing zone districts or dimensional standards of the City.
 - Given the size of this parcel and the existing R-1 zoning it is challenging to have additional density because the standards for street frontage, and other requirements of the zone district. This PD will allow the applicant to create additional lots for up to 6 residential primary units on the 4 proposed lots. This would be done by eliminating the requirement for public street frontage, and



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

allowing access via a private road along with allowing the dimensional standards of the R-2 zone district for Lots 3 and 4.

- (5) Open Space: A Minor PD is not required to provide a dedication of open space on the site, however, it is required that any PD contribute to meeting the goals for open space through a negotiated fee-in-lieu of open space or other contribution.
- No open space is dedicated or required through this development. The applicant acknowledges that required open space fees-in-lieu will be paid at the time of building permit submittal for each residential unit.

B. MINOR SUBDIVISION PLAT REVIEW

A minor subdivision requires limited impact review but the subdivision could not be achieved without Planned Development Overlay approval so the applications will be reviewed concurrently as Major Impact Review as required in Land Use Code Sec. 16-7-30. The Planning Commission will make recommendations to City Council for the Planned Development and Minor Subdivision.

The applicant is requesting that the Planning Commission make a recommendation of approval of the 4-lot residential subdivision, along with a private road to be commonly-owned by the homeowners association. The residential lots vary in size and the applicant intends to construct single-family residences on Lots 1 and 2 meeting the R-1 zone district standards. The intent is for Lots 3 and 4 to meet the R-2 zone district standards, if the Planned Development Overlay is approved. The proposed subdivision must comply with the following standards:

1. Comprehensive Plan.

The proposed subdivision is consistent with the Comprehensive Plan, which promotes diverse residential housing and access to nearby trails and schools. Staff finds that the development is compatible with surrounding land uses and will not create unreasonable adverse effects on neighboring properties.

2. Zone District Standards.

The proposed subdivision and ultimate development of the lots will comply with the underlying R-1 zone district for Lots 1 and 2, with the exception of public street frontage. The applicants are requesting to apply the R-2 zone district dimensional standards for Lots 3 and 4 with the Planned



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

Development. Deviations to such standards have been requested through the concurrent Planned Development application.

3. Improvements.

The proposed subdivision shall be provided with improvements which comply with 16-2-60 and landscaping which complies with Section 16-8-90 of this Chapter.

- a. Streets. Existing and proposed streets shall be suitable and adequate to carry anticipated traffic within and in the vicinity of the proposed subdivision.
 - The existing streets are adequate to carry anticipated traffic generated by future development of this subdivision.
 - The 25' private road is adequate for the proposed 4 lots. Lots 3 and 4 will not have access from Seventh Street. Both lots will be required to use the 20' private access easement at the rear of the lots as shown on the subdivision plat.
- b. Utilities. Existing and proposed utility services shall be suitable and adequate to meet the needs of the proposed subdivision.
 - Water and sewer are available in Seventh Street for Lots 3 and 4 and the applicant will install water and sewer lines in the private road to serve Lots 1 and 2.
- c. Phases. If the subdivision is to be developed in phases, each phase shall contain the required parking spaces, landscape areas, utilities and streets that are necessary for creating and sustaining a stable environment.
 - There will not be phases with this development.

4. Natural Features.

The site is relatively flat but has several trees. The applicant intends on saving as many of the trees as possible. Staff is unaware of any extraordinary natural features on the site.

5. Floodplains.

This property does not reside in the floodplain. This standard does not apply.

6. Noise Reduction.

This property is does not border a highway. This standard does not apply.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
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7. Future Streets.

As discussed in the report for the PD, a future private road is planned off of Seventh Street. There is no need for a public street connection within this property. The proposed private drive will provide access to the property. All other required access and utility easements are provided through this development.

8. Parks, Trails and Open Space.

No public open space dedication is proposed nor desired within this development. The Monarch Spur Trail, Thonhoff Park and Longfellow Elementary School is very close to the subject property and public access to any open space would not be reasonable. The applicant (or future homeowners) will be required to pay a fee-in-lieu for open space at the time of building permit submittal for each unit constructed on the property.

9. Common Recreation Facilities.

This development does not include any common recreation facilities.

10. Lots and Blocks.

The size, shape, and orientation of the lots are appropriate to the design and location of proposed subdivision and type of development contemplated. This standard is met.

11. Architecture.

This standard applies to residential subdivisions of five lots or more.

12. Codes.

The subdivision will comply with all applicable City building, fire and safety codes for the proposed development.

13. Inclusionary Housing. Land Use Code Sec. 16-13-20 Minor and major subdivisions; and condominium plats of five (5) units or greater must meet the requirements of Article XIII.

- Approval of the minor subdivision carries the responsibility to meet the affordable housing requirements.



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- The applicant has indicated that they intend to meet the Inclusionary Housing standards by paying the fees in lieu, staff recommends the following conditions of approval:
 - A plat note must be added that all new residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Chapter 16, Article XIII of the Salida Municipal Code. The applicants volunteer and agree to provide an in-lieu fee at the rate in effect prior to issuance of certificate of occupancy of any new residential dwelling units on any of the lots, unless an IH unit is provided.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- **Salida Fire Department:** Kathy Rohrich, Assistant Fire Chief responded "Fire has no concerns at this time. They may have to trim up those pine trees for the fire truck to make it through."
- **Salida School District:** David Blackburn, Superintendent responded "I have no concerns. We will accept the fees in lieu of land."
- **Salida Utilities:** Renee Thonhoff, Staff Accountant stated "Currently there are no water or sewer utilities on the property located at 535 W. Seventh Street. Upon development system development fees will need to be paid for all residences."
- **Atmos Energy:** Dan Higgins responded: "There is gas service onto this lot so prior to demo the line will have to be retired. Any future development is subject to Atmos Energy main Extension Contract arrangements to be service by natural gas."
- **Salida Public Works Department:** Public Works Director, David Lady, submitted the following comments: "I don't have any comments to add. Technically Lots 1 and 2 do not front public right-of way but I understand you will be documenting that on your end. There is a driveway cut and utility services proposed per our standard details."
- **JVA Engineering Consultants:** JVA Inc. has reviewed Green Heart Planned Development documents submitted through email dated April 28, 2022 for conformance with the City of Salida Code of Ordinances (Code), and City of Salida Design and Construction Standards. Upon review, we find that the revised submittal documents can proceed with planning commission recommendation for approval, and can proceed to second reading and public hearing of the ordinance. (JVA's full review and comments are attached).



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

RECOMMENDED FINDINGS:

1. This application is consistent with the purposes and objectives of planned developments stated in Section 16-7-10 and because it meets the criteria of Section 16-7-40, with the conditions herein.
2. This application meets the requirements of a Major Impact Review and, with the conditions herein, meets the subdivision review standards of Section 16-6-120.

STAFF RECOMMENDATION

Based upon the criteria for a Planned Development and Minor Subdivision, consistency with the Salida Comprehensive Plan, and the outlined findings above, staff recommends approval of the Planned Development and Minor Subdivision requests with the following conditions:

Conditions for the Planned Development:

1. Applicant agrees to give a preference to current Chaffee County residents or workforce for Lots 3 and 4 on the Property, to the extent permitted by law. Such marketing and vetting shall be the Applicant's responsibility, with guidance provided by City staff and the Chaffee Housing Authority. The applicant will need to show a good faith effort to find local residents to purchase the property.
2. Access to all of the lots must be off of the private road. No access will be allowed off of Seventh Street for any of the lots.

Conditions for the Minor Subdivision:

1. A name for the private road be added to the plat and "out-lot" removed.
2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants
3. A plat note shall be added that states that "Fees-in-lieu for Open Space shall be paid at the time of building permit submittal of any residential units."



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	May 17, 2022

4. The following plat note must be added: "New residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Chapter 16, Article XIII of the Salida Municipal Code. The applicants volunteer and agree to provide an in-lieu fee at the rate in effect prior to issuance of certificate of occupancy of any new residential dwelling units on any of the lots, unless an IH unit is provided".
5. That the applicant meet the requirements of Atmos Energy.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held March 28, 2022 and the Commission recommended Council approve the proposed Green Heart LLC Planned Development and Minor Subdivision with staffs recommended conditions and added condition number 5 that the applicant meet the requirements of Atmos Energy.

SUGGESTED MOTION

A council person should make the motion to "approve Ordinance 2022-08 approving the Green Heart Planned Development Overlay and Minor Subdivision and ordering the ordinance to be published by title only."

Attachments: Proof of publication
Ordinance 2022-08 and Exhibits A and B
Agency Review comments
Emails from neighbors
Green Heart LLC Planned Development and Minor Subdivision Application Materials
Civil Drawings dated April 5, 2022

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARINGS BEFORE
THE CITY COUNCIL FOR
THE CITY OF SALIDA CONCERNING A
MAJOR IMPACT REVIEW APPLICATION
FOR A PLANNED DEVELOPMENT
OVERLAY AND MINOR SUBDIVISION
TO ALL MEMBERS OF THE PUBLIC
AND INTERESTED PERSONS: PLEASE**

TAKE NOTICE: that on May 17, 2022 at or about the hour of 6:00 p.m. a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: <https://attendee.gotowebinar.com/register/6382995264411204366>

The applicant Green Heart LLC, represented by Andy Riemenschneider, is requesting the following for the property located in the Single-family Residential (R-1) zone district at 535 West Seventh Street:

1. Approval of a Planned Development Overlay to allow for a private drive to serve as access for the proposed subdivision and for two lots to have zero public street frontage but oriented off of the private drive. The request also includes approval to apply the Medium Density Residential (R-2) zone district dimensional standards for the two lots fronting Seventh Street. All other dimensional standards are anticipated to be met.
2. Approval of a Minor Subdivision to split the above described 1.23 acre property into 4 residential lots.

On March 28, 2022 the Planning Commission recommended approval of the Planned Development Overlay and Minor Subdivision subject to conditions. The recommendation shall be forwarded to the City Council for their review and public hearing. Interested persons are encouraged to attend the public hearings. Further information on the application may be obtained from the Community Development Department, (719) 530-2626 or kristi.jefferson@cityofsalida.com

*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 Mall April 29, 2022

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 08
SERIES OF 2022**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO APPROVING THE GREEN HEART LLC MAJOR IMPACT REVIEW
FOR A PLANNED DEVELOPMENT OVERLAY AND MINOR SUBDIVISION OF THE
1.23 ACRE PARCEL LOCATED AT 535 WEST SEVENTH STREET**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request for a Planned Development Overlay and Minor Subdivision for the property located at 535 West Seventh Street on March 28, 2022 and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Green Heart Planned Development Plat (Exhibit A); and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Green Heart Minor Subdivision a four-lot subdivision within the planned development overlay, illustrated on Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for planned development districts; and

WHEREAS, the proposal for the subject property is consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on May 17, 2022.

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

Section One

That the entirety of the property comprising the Green Heart Planned Development, to wit, the 1.23 acres is hereby zoned Single-Family Residential (R-1) with a Planned Development Overlay as shown on the Green Heart LLC Planned Development plat and Minor Subdivision attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Green Heart LLC Planned Development Overlay shall be considered a site specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon this approval by the City Council, the applicant shall submit a final Mylar of Exhibit A and Exhibit B; and incorporating the following conditions of approval for the Mayor's signature and recordation.

Conditions for the Planned Development:

1. Applicant agrees to give a preference to current Chaffee County residents or workforce for Lots 3 and 4 on the Property, to the extent permitted by law. Such marketing and vetting shall be the Applicant's responsibility, with guidance provided by City staff and the Chaffee Housing Authority. The applicant will need to show a good faith effort to find local residents to purchase the property.
2. Access to all of the lots must be off of the private road. No access will be allowed off of Seventh Street for any of the lots.

Conditions for the Minor Subdivision:

1. A name for the private road be added to the plat and "out-lot" removed.
2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants
3. A plat note shall be added that states that "Fees-in-lieu for Open Space shall be paid at the time of building permit submittal of any residential units."
4. The following plat note must be added: "New residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Chapter 16, Article XIII of the Salida Municipal Code. The applicants volunteer and agree to provide an in-lieu fee at the rate in effect prior to issuance of certificate of occupancy of any new residential dwelling units on any of the lots, unless an IH unit is provided".
5. That the applicant meet the requirements of Atmos Energy.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

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

INTRODUCED ON FIRST READING, on May 3, 2022, ADOPTED and set for second reading and public hearing on the 17th day of May, 2022.

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 _____, 2022, and **BY TITLE ONLY**, after final adoption on the _____ day of _____, 2022.

City Clerk/Deputy City Clerk

GREEN HEART

PLANNED DEVELOPMENT (PD)

SALIDA, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT GREEN HEART, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A
GREEN HEART BOUNDARY LINE ADJUSTMENT
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

HAS SUBDIVIDED THE SAME INTO FOUR LOTS, OUTLOTS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

GREEN HEART MINOR SUBDIVISION
IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

SUBJECT TO 20' PEDESTRIAN EASEMENT, 20' WIDE ACCESS EASEMENT, 5' WIDE BUILDING MAINTENANCE EASEMENT AND A 10' WIDE OVERHEAD UTILITY EASEMENT.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____DAY OF ____ 2022

BY: GREEN HEART, LLC (REPRESENTATIVE)

COUNTY OF CHAFFEE)
) SS.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF ____ 2022, BY
____ GREEN HEART, LLC REPRESENTATIVE. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES ____

NOTARY PUBLIC

CERTIFICATION OF TITLE

I, _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN GREEN HEART, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

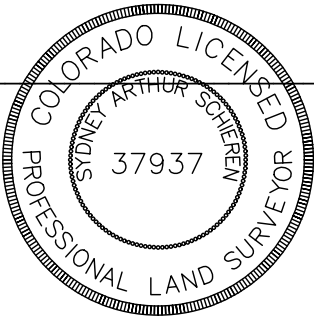
DATED THIS ____ DAY OF _____, 2022.

TITLE AGENT

LAND SURVEYOR'S CERTIFICATE

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

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



CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED BY THE SALIDA CITY COUNCIL THIS ____ DAY OF _____, 2021.

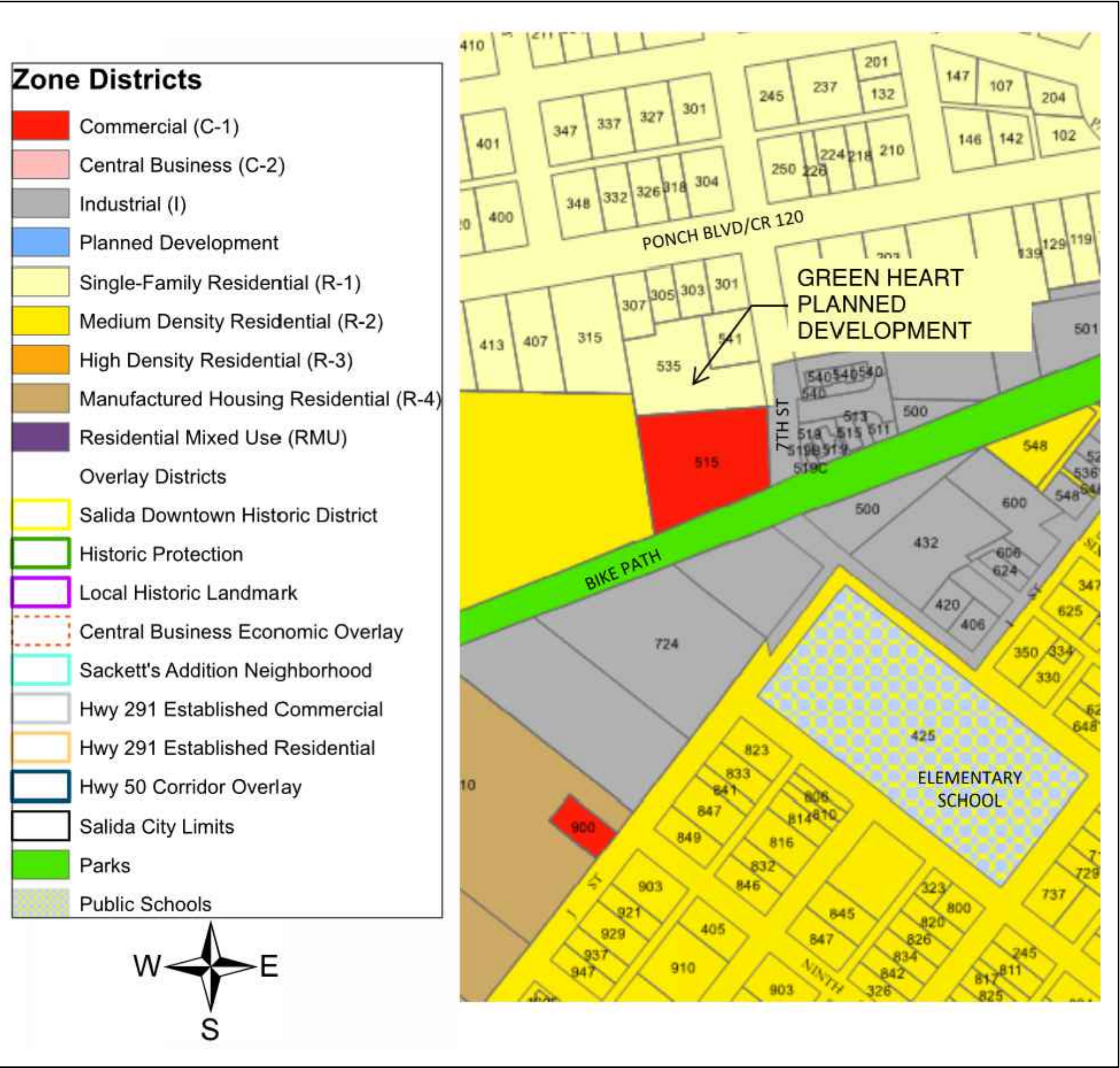
MAYOR, CITY OF SALIDA

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT ____ M. ON THIS ____ DAY OF _____, 2021 UNDER RECEPTION NUMBER ____.

CHAFFEE COUNTY CLERK AND RECORDER

VICINITY AND ZONING MAP



CONDITIONS OF APPROVAL FOR THE GREEN HEART PD:

- 1.
- 2.
- 3.

GENERAL NOTES

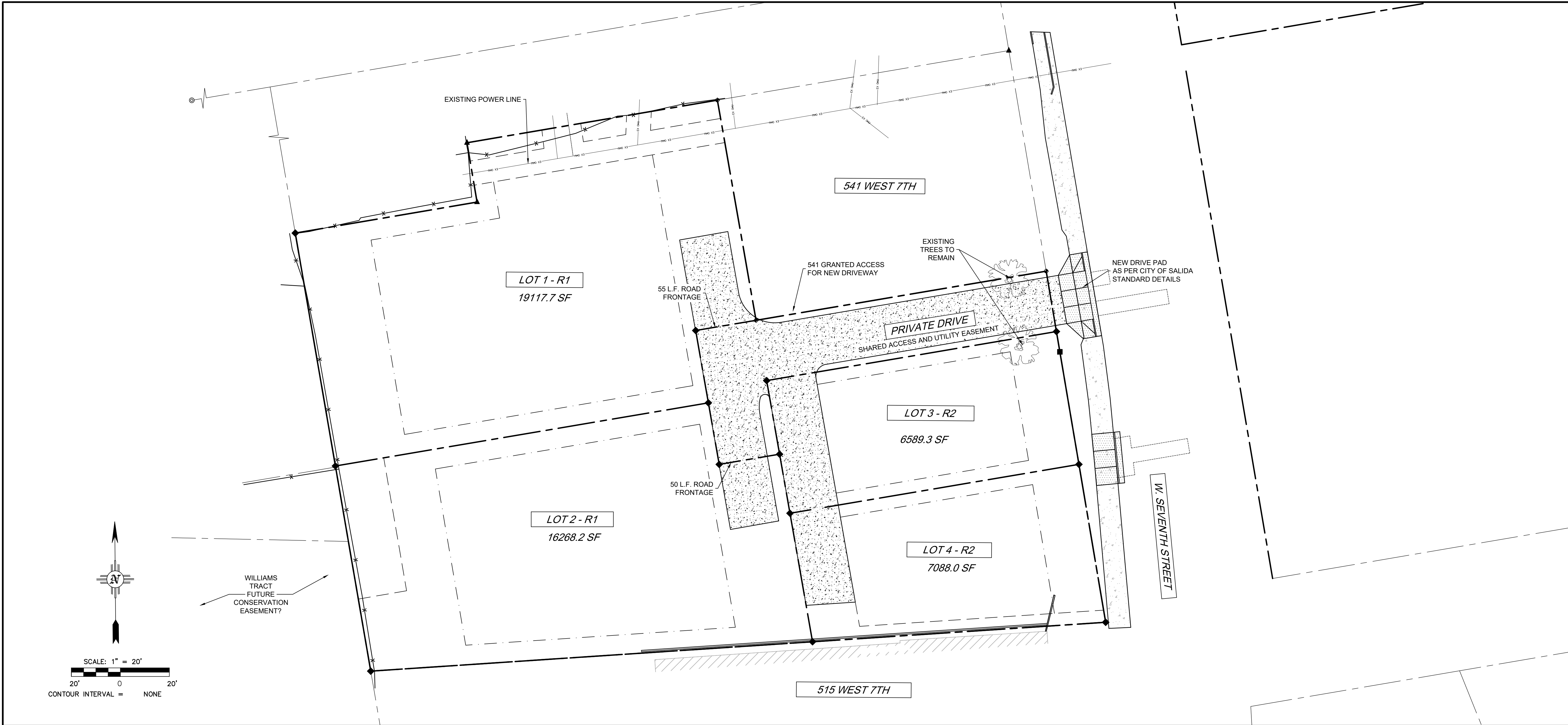
- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE WESTERN RIGHT-OF-WAY OF SEVENTH STREET BETWEEN TWO 1½" ALUMINUM CAPS STAMPED "LS 37937" HAVING A BEARING OF SOUTH 09°36'39" EAST.
- 2) ZONE: SINGLE-FAMILY RESIDENTIAL (R-1)
- 3) AS REQUIRED UNDER SECTION 16.6.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU OF LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT
- 4) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE & ESCROW), COMMITMENT NO. 21-15582, DATED JULY 23, 2021.

GREEN HEART PLANNED DEVELOPMENT (PD)
SALIDA, COLORADO

SHEET NO.

D1

DRAFT - 4/27/22



LEGEND

- PROPOSED PROPERTY LINE
- SETBACK
- EASEMENT

GREEN HEART - PLANNED DEVELOPMENT SUMMARY

TOTAL LOT AREA 1.13 ACRES
TOTAL LOT AREA 49063.2 SQ. FT.
ZONING R1 LOW DENSITY RESIDENTIAL
NUMBER OF LOTS 4

LOT SUMMARY	PROPOSED USE	ZONING	LOT AREA ACRES	LOT AREA SF
LOT 1	SINGLE FAMILY	R1	0.44	19117.7
LOT 2	SINGLE FAMILY	R1	0.37	16268.2
LOT 3	SINGLE FAMILY	R2	0.15	6589.3
LOT 4	SINGLE FAMILY	R2	0.16	7088

SCHEDULE OF DIMENSIONAL STANDARDS

Dimensional Standard	R-1	R-2	PD R-1	PD R-2
Min. lot size (sq. ft.)	7,500	5,625	7,500	5,625
Density (Min. lot sq. footage per principal dwelling unit)	3,750	3,125	3,750	3,125
Min lot size (sq. ft.)—attached units	N/A	3,125	N/A	3,125
Min. lot frontage	50'	37'-6"	NOTE 1.	37'-6"
Min. lot frontage—attached units	N/A	20'	N/A	20'
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	35%	40%	35%	40%
Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	10%	15%	10%	15%
Min. landscape area	55%	45%	55%	45%
Min. setback from side lot line for a primary bldg.	8'	5'	8'	5'
Min. setback from side lot line for a detached accessory bldg.	3', 5', or 10' +	3', 5', or 10' +	3', 5', or 10' +	3', 5', or 10' +
Min. setback from rear lot line: principal bldg.	30'	20'	NOTE 2.	20'
Min. setback from rear lot line: accessory bldg.	5'	5'	5'	NOTE 3.
Min. setback from front lot line +	30'	20'	30'	20'
Max. building height for a primary bldg.	35'	35'	35'	35'
Max. building height for a detached accessory bldg.	25'	25'	25'	25'

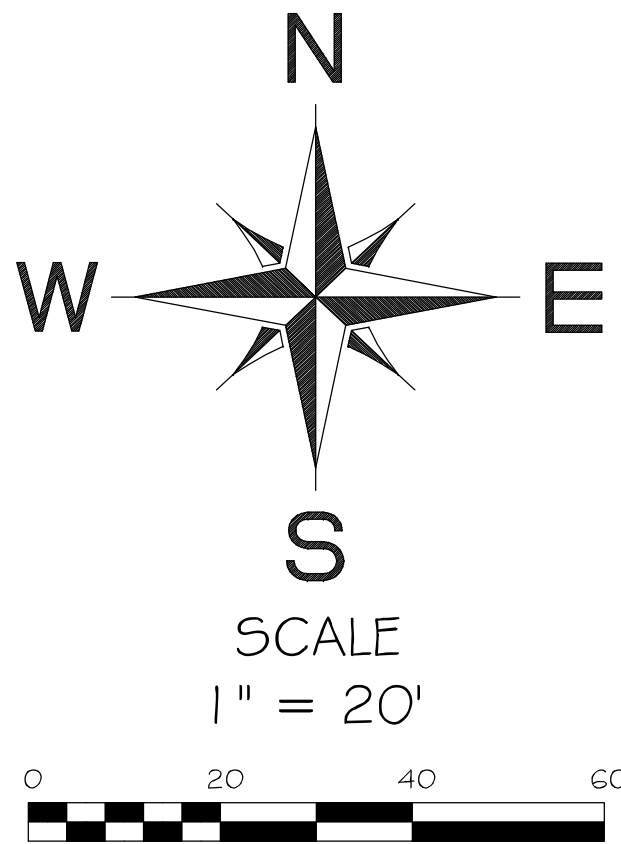
- Notes:
1. MINIMUM LOT FRONTAGE IS TO BE MEASURED AT THE PRIVATE R.O.W. (OUTLOT) FOR LOTS 1 AND 2
 2. REAR SETBACK FOR LOT 2 IS 40'
 3. REAR SETBACK TO BE 20' FOR BOTH PRINCIPAL AND ACCESSORY BUILDINGS

GREEN HEART PLANNED DEVELOPMENT (PD) SALIDA, COLORADO

SHEET NO.

D2

DRAFT - 4/27/22



ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE _____ DATE _____

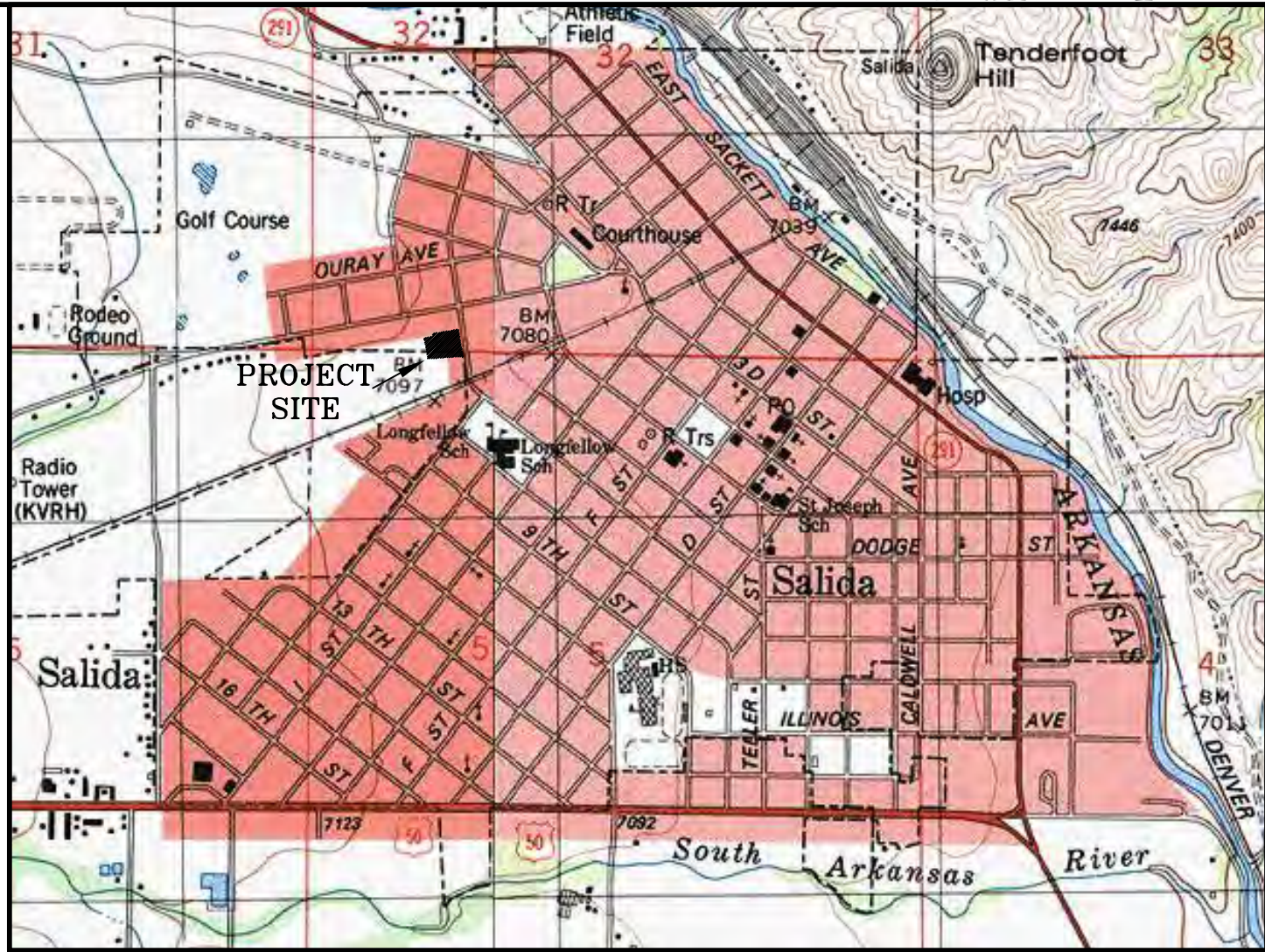
COUNTY OF _____)
STATE OF _____) S.S.

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022, BY _____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____

GREEN HEART MINOR
SUBDIVISION
A SUBDIVISION OF PARCEL A
GREEN HEART BOUNDARY LINE ADJUSTMENT
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- ◆ PREVIOUSLY SET 1 1/2" ALUMINUM CAP LS 37937
- FOUND 1 1/2" ALUMINUM CAP LS 487
- ▲ FOUND #5 REBAR
- POWER POLE
- X — FENCE
- O — OVERHEAD UTILITY
- CONCRETE

CERTIFICATION OF TITLE

I, _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN GREEN HEART, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS ____ DAY OF _____, 2022.

TITLE AGENT _____

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE WESTERN RIGHT-OF-WAY OF SEVENTH STREET BETWEEN TWO 1 1/2" ALUMINUM CAPS STAMPED "LS 37937" HAVING A BEARING OF SOUTH 09°36'39" EAST.
- 2) ZONE: SINGLE-FAMILY RESIDENTIAL (R-1)
- 3) AS REQUIRED UNDER SECTION 116.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU OF LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT
- 4) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE & ESCROW), COMMITMENT NO. 21-15582, DATED JULY 23, 2021.

PLANNING COMMISSION APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS ____ DAY OF _____, 2019.

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

CLERK AND RECORDER'S CERTIFICATE

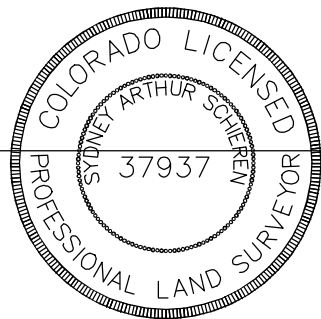
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____, ON THIS ____ DAY OF _____, 2022 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

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



REVISED: MARCH 31, 2022
APRIL 1, 2022
JOB # 21137
DATE: JANUARY 17, 2022
SHEET 1 OF 1

GREEN HEART MINOR
SUBDIVISION

A SUBDIVISION OF PARCEL A
GREEN HEART BOUNDARY LINE ADJUSTMENT
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



From: [DavidL](#)
To: [Kristi Jefferson](#)
Cc: [Bill Almquist](#)
Subject: Re: Green Heart PD and Subdivision
Date: Friday, March 18, 2022 11:38:38 AM

Not needed for anything on my end.

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

On Mar 18, 2022, at 11:06 AM, Kristi Jefferson
<kristi.jefferson@cityofsalida.com> wrote:

David,

Is a SIA required since the owners of the above property are not required any public improvements? Also, are they required to pave the private drive or can that be gravel?

Kristi Jefferson
Senior Planner
City of Salida
448 East First Street
Suite 112
Salida, CO 81201
ph: 719-530-2626
fax: 719-539-5271
<image001.png>

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](#)
To: ["Kristi Jefferson"](#)
Subject: RE: 535 W. 7th - PD & Minor Subdivision
Date: Tuesday, March 01, 2022 11:30:39 AM
Attachments: [image001.png](#)

I don't have any comments to add.

Technically Lots 1 and 2 do not front public right-of-way but I understand you will be documenting that on your end. There is a driveway cut and utility services proposed per our standard details.

David Lady, P.E., Director of Public Works
 340 W. Hwy 291
 Salida, CO 81201
 719-539-6257
david.lady@cityofsalida.com

From: Kristi Jefferson [mailto:kristi.jefferson@cityofsalida.com]
Sent: Tuesday, March 1, 2022 10:40 AM
To: 'David Lady' <david.lady@cityofsalida.com>; 'Doug Bess' <doug.bess@cityofsalida.com>; 'Kathy Rohrich' <kathy.rohrich@cityofsalida.com>; 'Mark G. Rocheleau' <mrocheleau@jvajva.com>; 'Renee Thonhoff' <renee.thonhoff@cityofsalida.com>
Cc: 'Waugh, Sterling S' <Sterling.S.Waugh@xcelenergy.com>; Daniel.higgins@atmosenergy.com; Mark.Cristelli@atmosenergy.com; DBlackburn@salidaschools.org
Subject: 535 W. 7th - PD & Minor Subdivision

Attached is the agency review for the Green Heart Planned Development and Minor Subdivision applications. Please let me know if you have any concerns with the PD or Subdivision requests.

Kristi Jefferson
 Senior Planner
 City of Salida
 448 East First Street
 Suite 112
 Salida, CO 81201
 ph: 719-530-2626
 fax: 719-539-5271



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: [Kathy Rohrich](#)
To: [Renee Thonhoff](#)
Cc: [Kristi Jefferson](#); [David Lady](#); [Doug Bess](#); [Mark G. Rocheleau](#); [Waugh, Sterling S](#); [Higgins, Dan W](#); [Mark.Cristelli@atmosenergy.com](#); [David Blackburn](#)
Subject: Re: 535 W. 7th - PD & Minor Subdivision
Date: Friday, March 04, 2022 9:17:13 AM
Attachments: [image003.png](#)

Kristi,

Fire has no concerns at this time. They may have to trim up those pine trees for the fire truck to make it through. Thank you!

Kathy

On Thu, Mar 3, 2022 at 8:55 AM Renee Thonhoff <renee.thonhoff@cityofsalida.com> wrote:

Kristi,

Currently there are no water or sewer utilities on the property located at 535 West Seventh Street. Upon development system development fees will need to be paid for all residences.

Thank you,

Renee

Renee M. Thonhoff M.B.A.
 Staff Accountant
 City of Salida
 448 East First Street, Suite 112
 Salida , Colorado 81201
 719.530.2622 phone
 719.539.5271 fax
Renee.Thonhoff@cityofsalida.com

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 Tue, Mar 1, 2022 at 10:40 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com>

From: [Russ Johnson](#)
To: [Kristi Jefferson](#)
Subject: RE: 535 W. 7th - PD & Minor Subdivision
Date: Monday, March 28, 2022 3:15:56 PM
Attachments: [image001.png](#)
[image002.png](#)

At this time PD has no issues. We did add another speed sign in the area in 2021 and will not be adding any additional signs. We do have a new speed trailer that we will be utilizing in the area.

Thanks,

Chief Russell Johnson
Salida Police Department

Cell:719-207-1602
Desk: 719-530-2603
Main:719-539-6880



From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Friday, March 18, 2022 10:48 AM
To: Russ Johnson <rjohnson@salidapolice.com>
Subject: 535 W. 7th - PD & Minor Subdivision

Russ,

I thought I had sent this agency review to you for the Green Heart Planned Development and Minor Subdivision but I see that I didn't. The owners of 535 West Seventh Street are applying for a planned development and minor subdivision to create 4 lots on the 1.23 acre parcel. All lots will be required to access off of the private drive and not from Seventh Street. I received a call from a neighbor who wanted me to request that the Police Department add another speed limit sign near this development so I told her that I would mention it to you.

Let me know if you have any concerns with the 4 lot development.

Thank you,

Kristi Jefferson

Kristi Jefferson
City of Salida Community Development Department
448 E. First Street, Suite 112
Salida, CO 81201

April 28, 2022

Kristi,

Enclosed is a revised engineering package addressing the comments provided by JVA, dated April 15, 2022. I am also providing the JVA comments below and our response to each in *italics*:

- 1) We assume that all other reviewing agencies have had opportunity to comment and any required changes to the plans that come from these comments will be made. *It is our understanding that all agencies have completed their reviews.*
- 2) Provide confirmation that Fire Department accepts emergency vehicle access. *Kathy Rohrich, Fire Plan Review responded "Fire has no concerns at this time. They may have to trim up those pine trees for the fire truck to make it through."*
- 3) Prior to second reading and public hearing of ordinance, the following comments will be required to be addressed /clarified
 - a) GRADING AND DRAINAGE PLAN
 - i) Provide erosion control plan information. *An erosion control plan and details have been added to the plan set. See sheet C3.*
 - ii) Obtain construction easement or written property owner permission for work on adjacent properties. *Verbal permission was obtained from 515 West 7th to work together to improve the drainage on both parcels. Written permission can be obtained as required prior to construction.*
 - b) STANDARD DETAILS
 - i) Provide aggregate base course paving detail. *Paving details have been added to sheet C1*
 - ii) Provide sewer service tap. *A sewer tap detail has been added to sheet C5*
- 4) Provide information to demo any existing utility connections per City of Salida Standard Specifications for Construction. *An applicable note has been added to sheet C4*
- 5) Provide applicable Geotechnical report for potential additional engineering review comments. *As of this time, a geotechnical report is not available for this parcel.*
- 6) Applicant should provide responses to comments to accompany future submittals. *Yes, no problem*
- 7) Applicant may be subject to additional comments upon future review of future submittals. *We understand.*

Thank you,



Andy Riemenschneider

From: [Mark G. Rocheleau](#)
To: [Kristi Jefferson](#)
Cc: [Kevin E. Vecchiarelli](#)
Subject: RE: Green Heart PD revised engineering
Date: Tuesday, May 3, 2022 8:58:02 AM
Attachments: [image002.png](#)
[image003.png](#)
[Green Heart Planned Development - JVA Comments 03 - 2022-05-03.pdf](#)

Good Morning Kristi,

Upon review of the provided comments, the development team has addressed our comments, and the plan set looks ready to proceed for PC and Second Reading.

Let me know how this looks, otherwise it is free to be sent back to the engineer as there are some informational comments.

Thanks,



MARK G. ROCHELEAU, P.E., CFM | Senior Project Engineer
he/him/his

JVA, Incorporated
 1319 Spruce Street, Boulder, CO 80302
 Direct: [303.565.4886](tel:303.565.4886) | Mobile: [720.689.4827](tel:720.689.4827) | Office: 303.444.1951
www.jvajva.com | [LinkedIn](#) | [Twitter](#)

Boulder | Fort Collins | Winter Park | Glenwood Springs | Denver

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Thursday, April 28, 2022 8:37 AM
To: Mark G. Rocheleau <mrocheleau@jvajva.com>; Kevin E. Vecchiarelli <kvecchiarelli@jvajva.com>
Subject: Green Heart PD revised engineering

Mark,

Attached is the revised engineering plans for the Green Heart Planned Development. Let me know if there is anything else you will need.

Thank you,

Kristi Jefferson
 Senior Planner
 City of Salida
 448 East First Street
 Suite 112
 Salida, CO 81201
 ph: 719-530-2626
 fax: 719-539-5271



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: Andy Riemenschneider [<mailto:andy@lwconcepts.com>]

Sent: Thursday, April 28, 2022 8:15 AM

To: Kristi Jefferson <kristi.jefferson@cityofsalida.com>; morey@walkerengineering.net

Subject: Re: posting of the public notice for Green Heart

Kristi,

Please find attached a revised engineering package and a letter addressing the JVA comments dated April 15, 2022. If you have any questions or need any additional information, please let me know.

Thank you,

Andy Riemenschneider
Land and Water Concepts, Inc.
505-690-5873

||



JVA, Inc. **Item 6.**
P.O. Box
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677
info@jvajva.com

www.jvajva.com

May 3, 2022

Kristi Jefferson, Senior Planner
City of Salida
448 East 1st Street
Salida, Colorado 80201
Via email: Kristi.jefferson@cityofsalida.com

RE: Green Heart Planned Development and Minor Subdivision
JVA Job# 3121.13c


Dear Kristi:

JVA Inc. has reviewed Green Heart Planned Development documents submitted through email dated April 28, 2022 for conformance with the City of Salida Code of Ordinances (Code), and City of Salida Design and Construction Standards. Upon review, we find that the revised submittal documents can proceed with planning commission recommendation for approval, and can proceed to second reading and public hearing of the ordinance.

1. We assume that all other reviewing agencies have had opportunity to comment and any required changes to the plans that come from these comments will be made.
2. Development team should obtain construction easement or written property owner permission for work on adjacent properties prior to construction
3. Informational Comment: A Geotechnical report should be obtained prior to construction of insurable structures and design of retaining wall along neighboring property

Please feel free to reach out to us if you have any comments or questions.

Sincerely,
JVA, INCORPORATED

By: 
Mark G. Rocheleau, P.E., CFM
Senior Project Engineer

From: [Renee Thonhoff](#)
To: [Kristi Jefferson](#)
Cc: [David Lady](#); [Doug Bess](#); [Kathy Rohrich](#); [Mark G. Rocheleau](#); [Vaugh. Sterling S](#); [Daniel.higgins@atmosenergy.com](#); [Mark.Cristelli@atmosenergy.com](#); [David Blackburn](#)
Subject: Re: 535 W. 7th - PD & Minor Subdivision
Date: Thursday, March 03, 2022 8:55:41 AM
Attachments: [image003.png](#)

Kristi,

Currently there are no water or sewer utilities on the property located at 535 West Seventh Street. Upon development system development fees will need to be paid for all residences.

Thank you,

Renee

Renee M. Thonhoff M.B.A.
 Staff Accountant
 City of Salida
 448 East First Street, Suite 112
 Salida , Colorado 81201
 719.530.2622 phone
 719.539.5271 fax
Renee.Thonhoff@cityofsalida.com

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 Tue, Mar 1, 2022 at 10:40 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Attached is the agency review for the Green Heart Planned Development and Minor Subdivision applications. Please let me know if you have any concerns with the PD or Subdivision requests.

Kristi Jefferson

From: [Waugh, Sterling S](#)
To: [Kristi Jefferson](#); ["David Lady"](#); ["Doug Bess"](#); ["Kathy Rohrich"](#); ["Mark G. Rocheleau"](#); ["Renee Thonhoff"](#)
Cc: [Daniel.higgins@atmosenergy.com](#); [Mark.Cristelli@atmosenergy.com](#); [DBlackburn@salidaschools.org](#); [Moffett, Christopher B](#); [Bersano, Jason](#)
Subject: RE: 535 W. 7th - PD & Minor Subdivision
Date: Tuesday, March 01, 2022 4:55:35 PM
Attachments: [image002.png](#)
[Agency Review-Green Heart PD and Minor Sub.pdf](#)

Hello Kristi,

Thank you for letting Xcel review this. Xcel would request that all access easements also be utility easements.

10' front lot easements, 5' side lot easement, and 5' rear lot easement.

It is nice they have already added an easement for the existing OH lines.

The NESC clearance from that power line is a minimum of 7.5' clearance horizontally. The customer must maintain that clearance from the home. They also need to make sure they have no person within 10' radius of that power line per OSHA standard.

Thanks again.

Respectfully,

Sterling S Waugh C:719-717-0041 Mon-Thurs 7-5:30

[Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf \(xcelenergy.com\)](#)

APPLICATION REQUEST

<https://my.xcelenergy.com/BuildingRemodeling/s/>

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>

Sent: Tuesday, March 1, 2022 10:40 AM

To: 'David Lady' <david.lady@cityofsalida.com>; 'Doug Bess' <doug.bess@cityofsalida.com>; 'Kathy Rohrich' <kathy.rohrich@cityofsalida.com>; 'Mark G. Rocheleau' <mrocheleau@jvajva.com>; 'Renee Thonhoff' <renee.thonhoff@cityofsalida.com>

Cc: Waugh, Sterling S <Sterling.S.Waugh@xcelenergy.com>; Daniel.higgins@atmosenergy.com; Mark.Cristelli@atmosenergy.com; DBlackburn@salidaschools.org

Subject: 535 W. 7th - PD & Minor Subdivision

EXTERNAL - STOP & THINK before opening links and attachments.

Attached is the agency review for the Green Heart Planned Development and Minor Subdivision applications. Please let me know if you have any concerns with the PD or Subdivision requests.

Kristi Jefferson
 Senior Planner
 City of Salida

Senior Planner

City of Salida

448 East First Street

Suite 112

Salida, CO 81201

ph: 719-530-2626

fax: 719-539-5271



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: [Higgins, Dan W](#)
To: [Kristi Jefferson](#)
Cc: [Cristelli, Mark G](#)
Subject: FW: [EXT] Re: 535 W. 7th - PD & Minor Subdivision
Date: Friday, March 04, 2022 11:16:18 AM
Attachments: [image003.png](#)

Kristi,

FYI, there is a gas service onto this lot so prior to demo the line will have to be retired. Any future development is subject to Atmos Energy main Extension Contract arrangements to be service by natural gas.

Thanks

Dan

From: Kathy Rohrich <kathy.rohrich@cityofsalida.com>
Sent: Friday, March 4, 2022 9:17 AM
To: Renee Thonhoff <renee.thonhoff@cityofsalida.com>
Cc: Kristi Jefferson <kristi.jefferson@cityofsalida.com>; David Lady <david.lady@cityofsalida.com>; Doug Bess <doug.bess@cityofsalida.com>; Mark G. Rocheleau <mrocheleau@jvajva.com>; Waugh, Sterling S <Sterling.S.Waugh@xcelenergy.com>; Higgins, Dan W <Daniel.Higgins@atmosenergy.com>; Cristelli, Mark G <Mark.Cristelli@atmosenergy.com>; David Blackburn <DBlackburn@salidaschools.org>
Subject: [EXT] Re: 535 W. 7th - PD & Minor Subdivision

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kristi,

Fire has no concerns at this time. They may have to trim up those pine trees for the fire truck to make it through. Thank you!

Kathy

On Thu, Mar 3, 2022 at 8:55 AM Renee Thonhoff <renee.thonhoff@cityofsalida.com> wrote:

Kristi,

Currently there are no water or sewer utilities on the property located at 535 West Seventh Street. Upon development system development fees will need to be paid for all residences.

Thank you,

Renee

Renee M. Thonhoff M.B.A.

From: [Blackburn, David](#)
To: [Kristi Jefferson](#)
Subject: Re: 535 W. 7th - PD & Minor Subdivision
Date: Tuesday, March 01, 2022 12:42:52 PM
Attachments: [image003.png](#)

I have no concerns. We will accept fees in lieu of land.

Respectfully,

David Blackburn
Superintendent
719.530.5203
salidaschools.com

On Tue, Mar 1, 2022 at 10:40 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Attached is the agency review for the Green Heart Planned Development and Minor Subdivision applications. Please let me know if you have any concerns with the PD or Subdivision requests.

Kristi Jefferson

Senior Planner

City of Salida

448 East First Street

Suite 112

Salida, CO 81201

ph: 719-530-2626

fax: 719-539-5271



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: senate@brucecairns.org
To: bill.almquist@cityofsalida.com; kathryn.dunleavy@cityofsalida.com; kristi.jefferson@cityofsalida.com; franco.palumbo@cityofsalida.com
Subject: 535 W. 7th RE: Hearing 3/28/22 COMMENTS FOR RECORD
Date: Friday, March 25, 2022 5:04:58 AM

Dear Director and Development Staff:

First item: Thanks for the notice about the above property change. Additionally there was no email address on the notification and the "goto" link was not active.

If you are not the correct addresses please forward to the correct addresses and inform me of the correct emails. Logically, also, please forward to the Board of Adjustment Commissioners. I will be out of town so can not attend the meeting that you cordially gave us notice of.

Second Item: Concerns for the record. We live in Mission Townhomes across the street. We are concerned about views; overbearing houses cluttering up our street and blocking our marvelous views to the west.

The property drops going toward the open pastures. My comment for the record would be to limit the R2 lots to single story with walkout basements as the first and existing house on Parcel B is now. Is that an unreasonable request? Also to set the structures to the back edge of the property line, thus setting them in the land drop, somewhat below or slightly above the street line.

For the two house on the pasture, can they be encouraged to not build them over the garages, thereby keeping them at 2 stories, and discourage utilizing the 35 foot height limit in Salida.

thanks for hearing and listening to us. We do not want this special town to be to dense or cluttered.

Gratefully, Bruce Cairns
540 W 7th St. Unit 4, Salida, CO 81201
Email, above.
Phone 720 936 5344

From: [Bill Almquist](#)
To: [Kristi Jefferson](#)
Subject: Fwd: Green Heart LLC Subdivision Proposal
Date: Monday, March 28, 2022 8:28:28 PM

FYI...

----- Forwarded message -----

From: **Erin Kelley** <erin.kelley@cityofsalida.com>
Date: Mon, Mar 28, 2022 at 8:22 PM
Subject: Re: Green Heart LLC Subdivision Proposal
To: Bill Almquist <bill.almquist@cityofsalida.com>, Janie O'Hare <williams4j@outlook.com>
Cc: clerk@cityofsalida.com <clerk@cityofsalida.com>

Adding Bill for assistance.

On Mon, Mar 28, 2022 at 7:58 PM Janie O'Hare <williams4j@outlook.com> wrote:

I am submitting comment to the Green Heart LLC Subdivision proposal. I was on the website during the meeting and had my hand up to make a verbal comment. For some reason I was not allowed to make comment.

I own the irrigated hay meadow west of the proposed development and want to bring up some points that may become issues into the future. This land is an active livestock and hay operation where this use may become a nuisance to the lot owners. Livestock in the area will attract flies, produce noises and smells. There is also a concern of dogs harassing livestock.

Another concern is irrigation during the summer may cause the water table to rise on the proposed development.

These are the main points I wanted to bring up during your meeting. I am not against the development, I just want these concerns brought up front to avoid any issues into the future.

Sincerely,

Jeff Williams

719-431-1464



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 type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Appeal Application | |
| <input type="checkbox"/> Certificate of Approval | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>PLANNED DEVELOPMENT</u> |
| <input type="checkbox"/> Creative Sign Permit | |
| <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: GREEN HEART LLC ANDY RIEMENSCHNEIDER

Mailing Address: 834 H STREET, SALIDA CO 81201

Telephone Number: 505-690-5873 FAX: _____

Email Address: andy@lwconcepts.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 Data

Name of Development: GREEN HEART PLANNED DEVELOPMENT

Street Address: 535 7th ST., SALIDA CO 81201

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

PARCEL A GREEN HEART BOUNDARY LWF ADJUSTMENT

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 2-1-22

Signature of property owner _____ Date _____



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 type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Variance | |
| <input type="checkbox"/> Appeal Application | <input checked="" type="checkbox"/> Limited Impact Review:
(Type) <u>Minor Subdivision</u> |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | <input type="checkbox"/> Major Impact Review:
(Type) _____ |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | <input type="checkbox"/> Other: _____ |
| <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: GREEN HEART LLC ANDY RIEMENSCHNIGER

Mailing Address: 834 H STREET, SALIDA CO 81201

Telephone Number: 505-690-5873 FAX: _____

Email Address: andy@lwconcepts.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 Data

Name of Development: GREEN HEART PLANNED DEVELOPMENT

Street Address: 535 7TH STREET, SALIDA CO 81201

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

PARCEL A GREEN HEART BOUNDARY LUT ADJ.

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 2-3-22

Signature of property owner: _____ Date _____

Green Heart LLC Subdivision at 535 7th Street

As an introduction, Green Heart LLC is two families who have partnered together to purchase the parcel of land at 535 7th Street. Our names are Robin Nejame, Zack Zeiset, Annie Ruiter and Andy Riemenschneider. We are all local Salida residents who have each lived in Salida for at least 20 years.

Our goal is for both families to live on this parcel of land and to create a development that is a good fit for the neighborhood. We want to live next to local families who live and work in our community. Below are a few key points for this project.

- The Green Heart Planned Development doubles the number of lots in comparison to the Use by Right and provides access to 541 7th Street to allow this lot to add an Accessory Dwelling Unit (ADU). Including the lot at 541 7th Street, the number of additional units for these two lots can be 10 if you count the ADU's.
- Note, the location of the private roadway was chosen to try and keep the two mature spruce trees on 7th street. This roadway as shown goes between these two trees which are about 25 feet apart.
- Lots 3 and 4 are shown with a private access alley at the back of the lots. These lots fronting 7th Street, sold at market rate, can provide reasonably priced housing for young families and our work force.
- The preferred alternative would require the following deviations from the Dimensional Standards:
 - Lots 1 and 2 The minimum lot frontage be measured from the new private road.
 - Lots 3 and 4 The minimum lot frontage, lot area, lot coverage, landscape area and setbacks to match R2. Because of the rear access across the lot, the rear setback will be 20'
 - Lot 2 the rear setback was increased to 40'. This was to allow Lot 1 to have a less unobstructed view corridor.

There have been numerous conversations regarding the maximum developable potential for this parcel. Fiscally, a large multi-unit project is not something we can afford and is not our goal. We were sold this property because the previous owner wanted families to live here and did not want to see big expensive condominiums. We are trying to meet this same goal and want to provide lots that locals can afford. Also, the City has zoned this parcel R-1 which we believe is not where high density project should be developed. The current city code states:

The purpose of the Single-Family Residential (R-1) zone district is to provide for residential neighborhoods comprised of detached single-family dwellings at relatively low densities.

We are open to discussions regarding the best way to meet the needs of the City and our goals. We understand that this may require us to develop this lot as a Planned Development (PD). We are interested to hear what this joint session has to say, so we can determine the best way forward.

Andy Riemenschneider



Civil Engineering • Water Resources • Traffic Engineering

W•E

Walker Engineering

905 Camino Sierra Vista, • Santa Fe, NM 87505

505-820-7990
FAX 505-820-3539
E-MAIL: civil@walkerengineering.net

No.	REVISION	BY	APP.	DATE
PROJECT:	DESIGNED BY:			
FILE:	DRAWN BY:			
DATE:	CHECKED BY:			
SCALE:				

REGISTERED PROFESSIONAL ENGINEER

3003

4/15/22

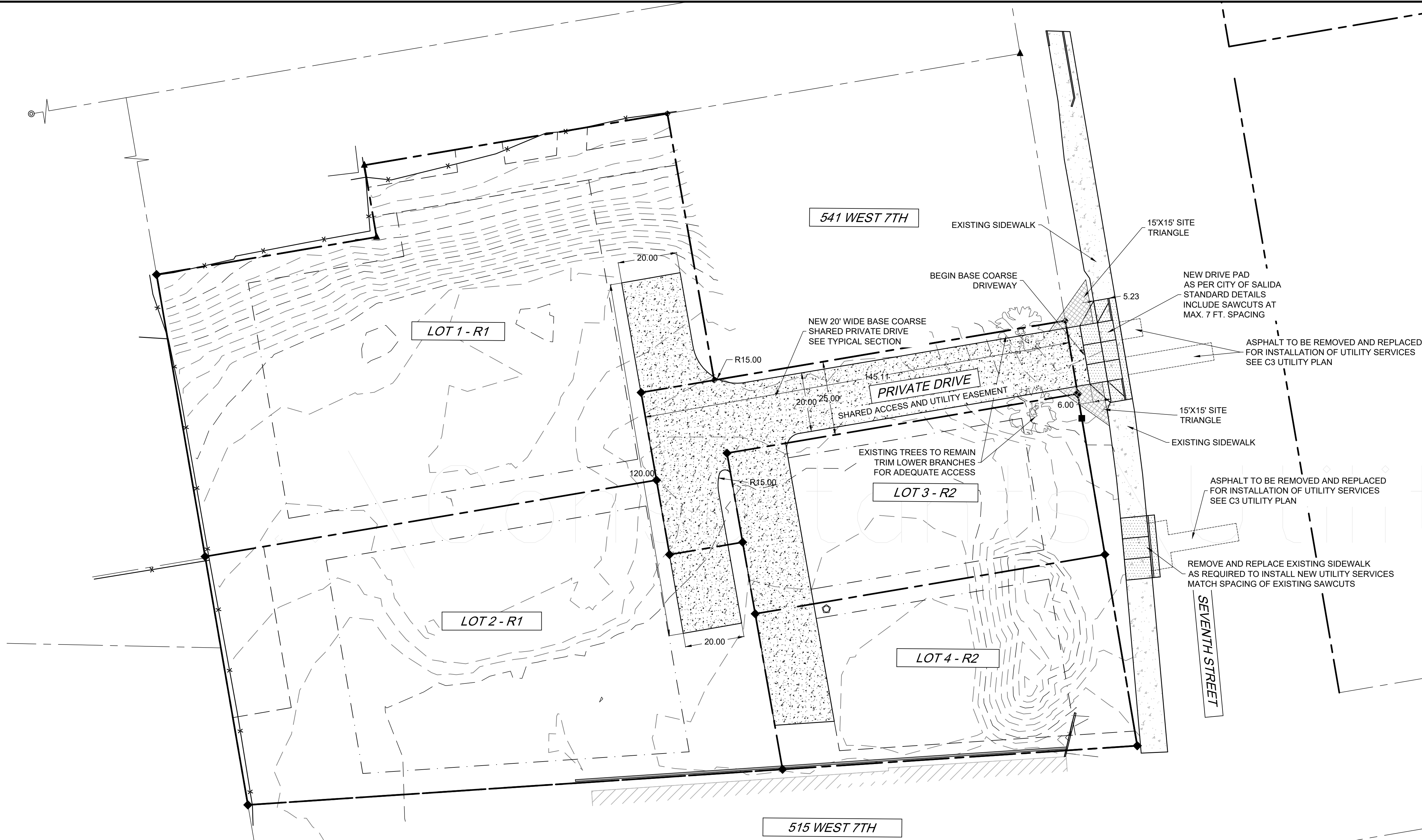
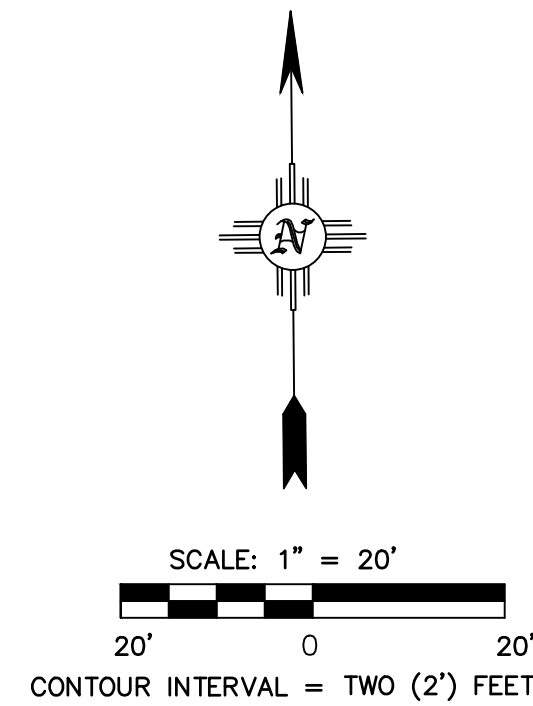
PROJECT: GREEN HEART PLANNED DEVELOPMENT

SHEET TITLE: STREET IMPROVEMENT PLAN

CITY REVIEW	DATE
DEPARTMENT	
WASTEWATER	
WATER	
PW ENGINEERING	
TRAFFIC	
FIRE DEPARTMENT	
SOLID WASTE	
LANDSCAPE	
TRAILS/OPEN SPACE	
SUBDIVISION REVIEW	

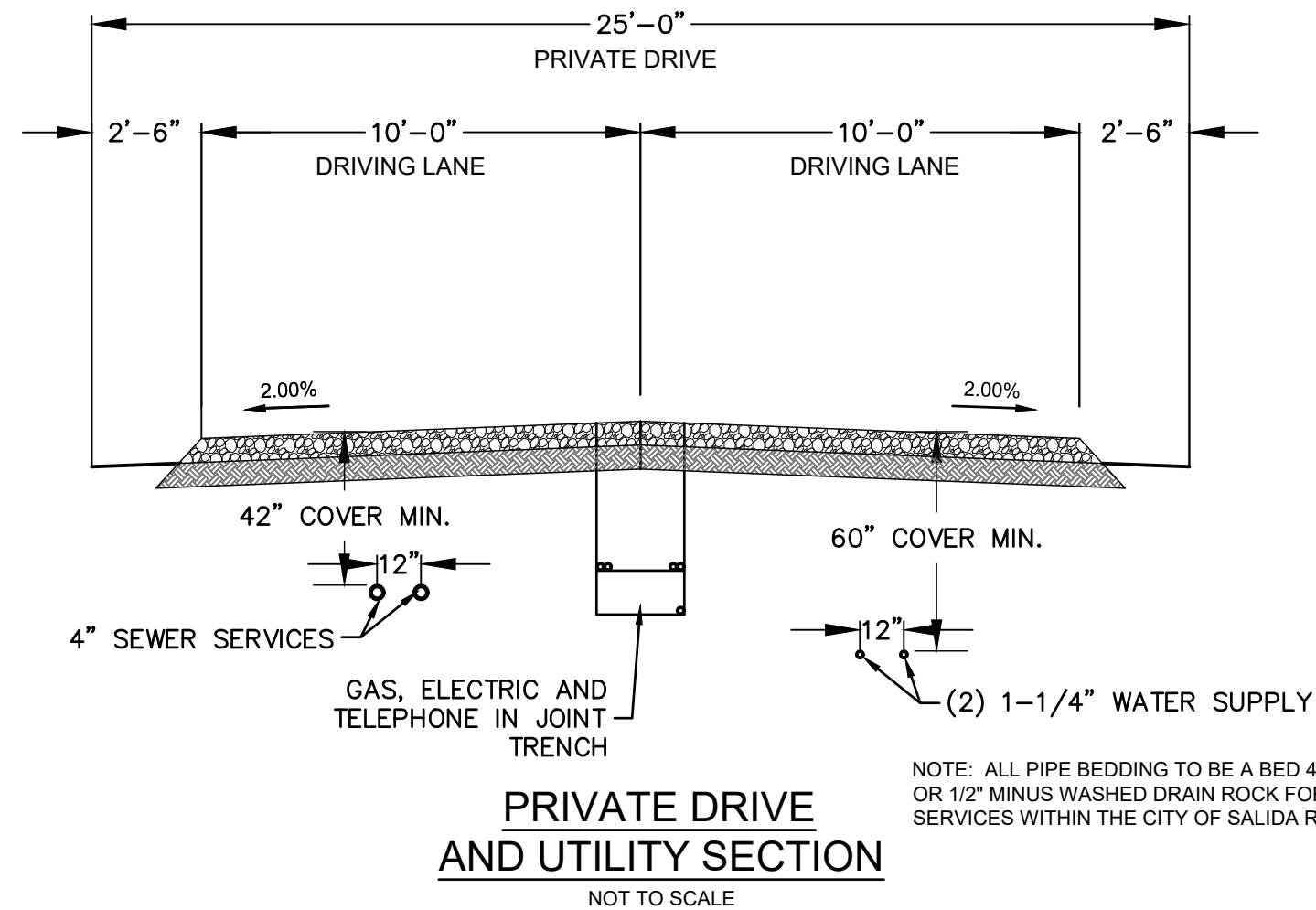
SHEET NO.

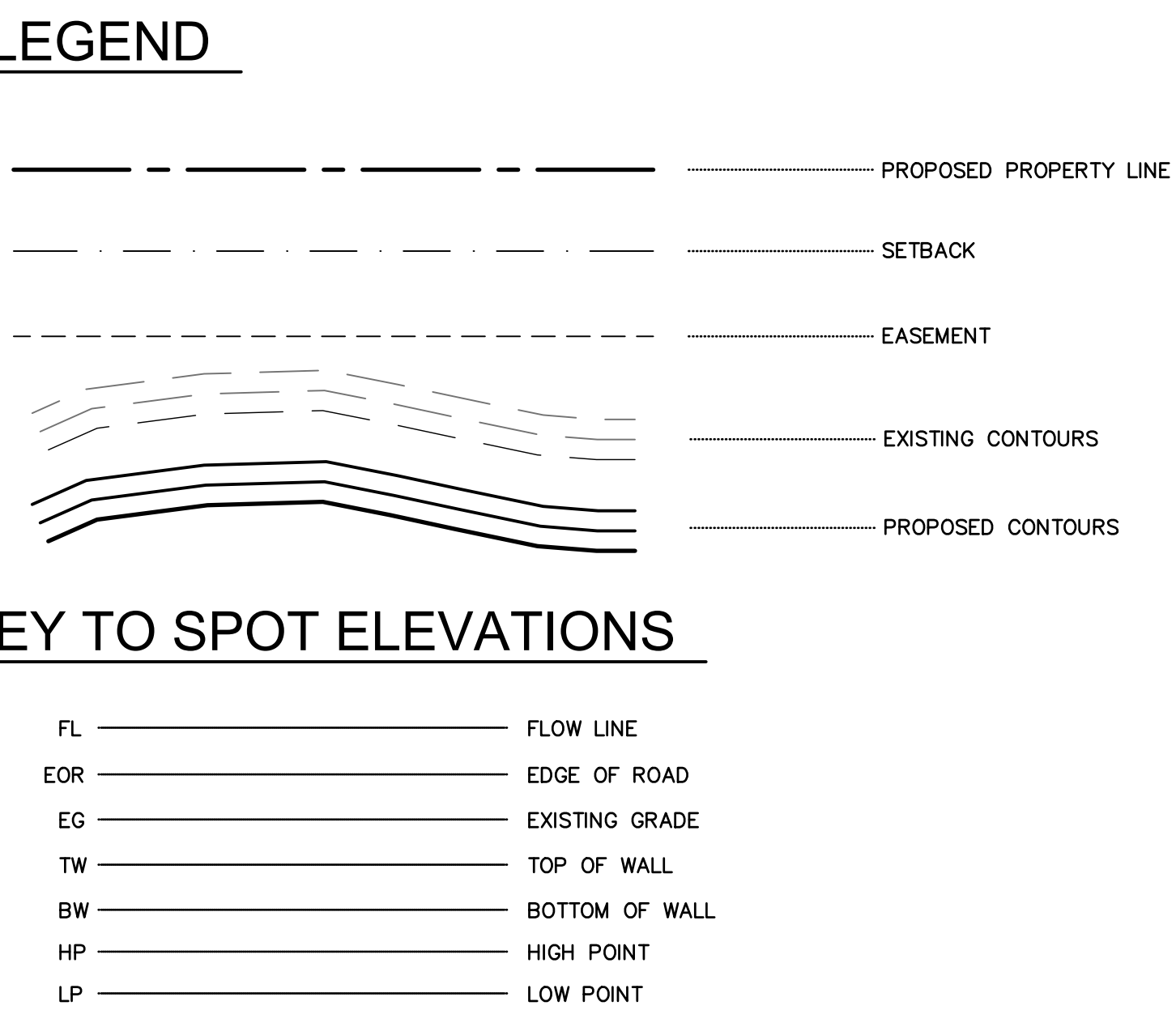
C1



LEGEND

- PROPOSED PROPERTY LINE
- SETBACK
- EASEMENT





NOTE: NO STORM WATER RETENTION IS REQUIRED FOR THE NEW BASE COARSE PRIVATE DRIVE. THE AREA OF THIS NEW DRIVE IS LESS THAN THE EXISTING GRAVEL DRIVEWAYS ON SITE WHICH ARE TO BE REMOVED.

MAX 48" HIGH

8" POURED CONCRETE WALL

3" clr.

#4 REBAR HORIZONTAL TOP

#4 REBAR VERTICAL 32" O.C.

#4 DOWEL 24" HIGH 32" O.C.

1'-6" MAX

10"


3" clr.

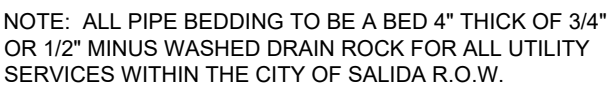
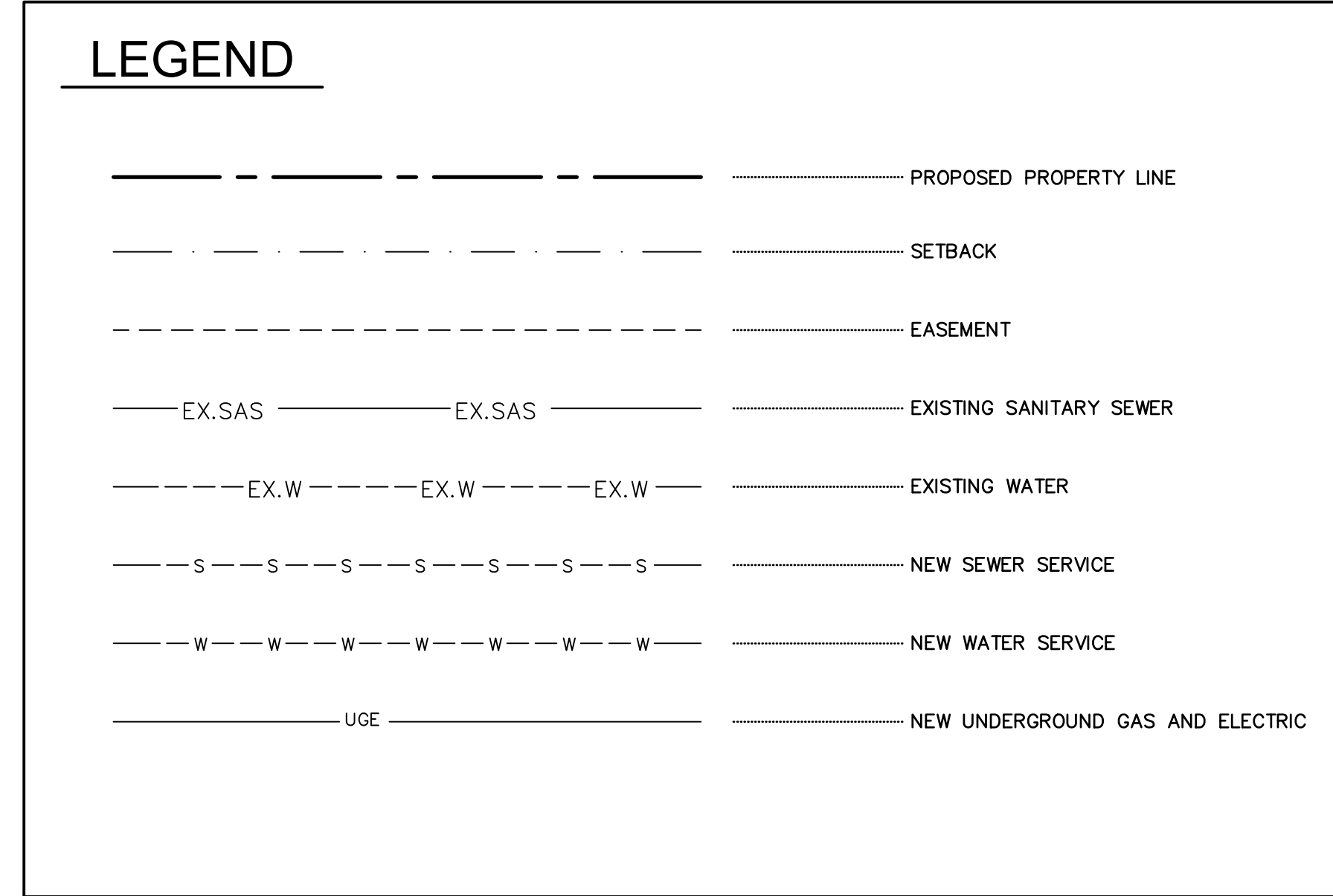
3'-0" clr.

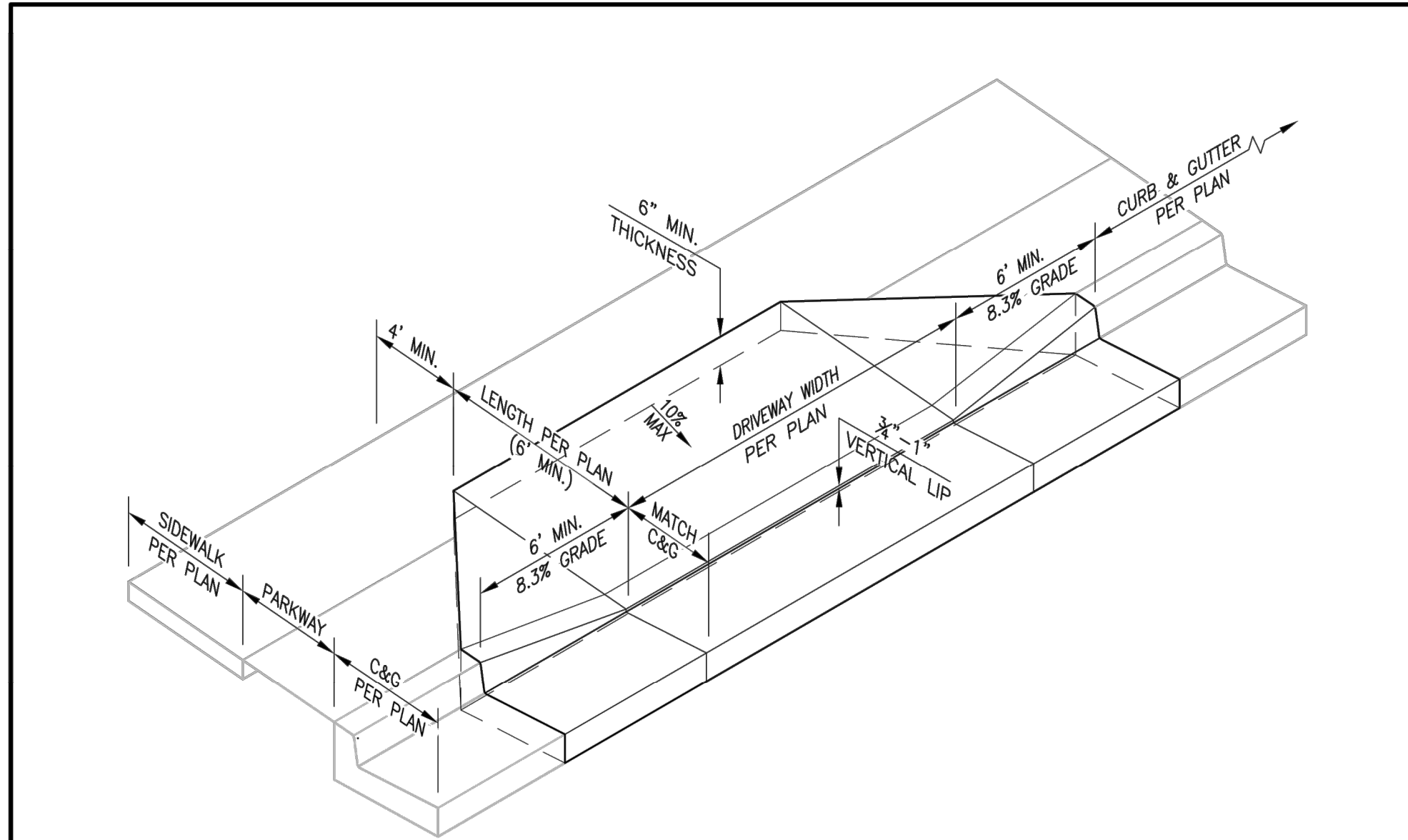
(3) #4 LONG.

6" 8" 10" 24"

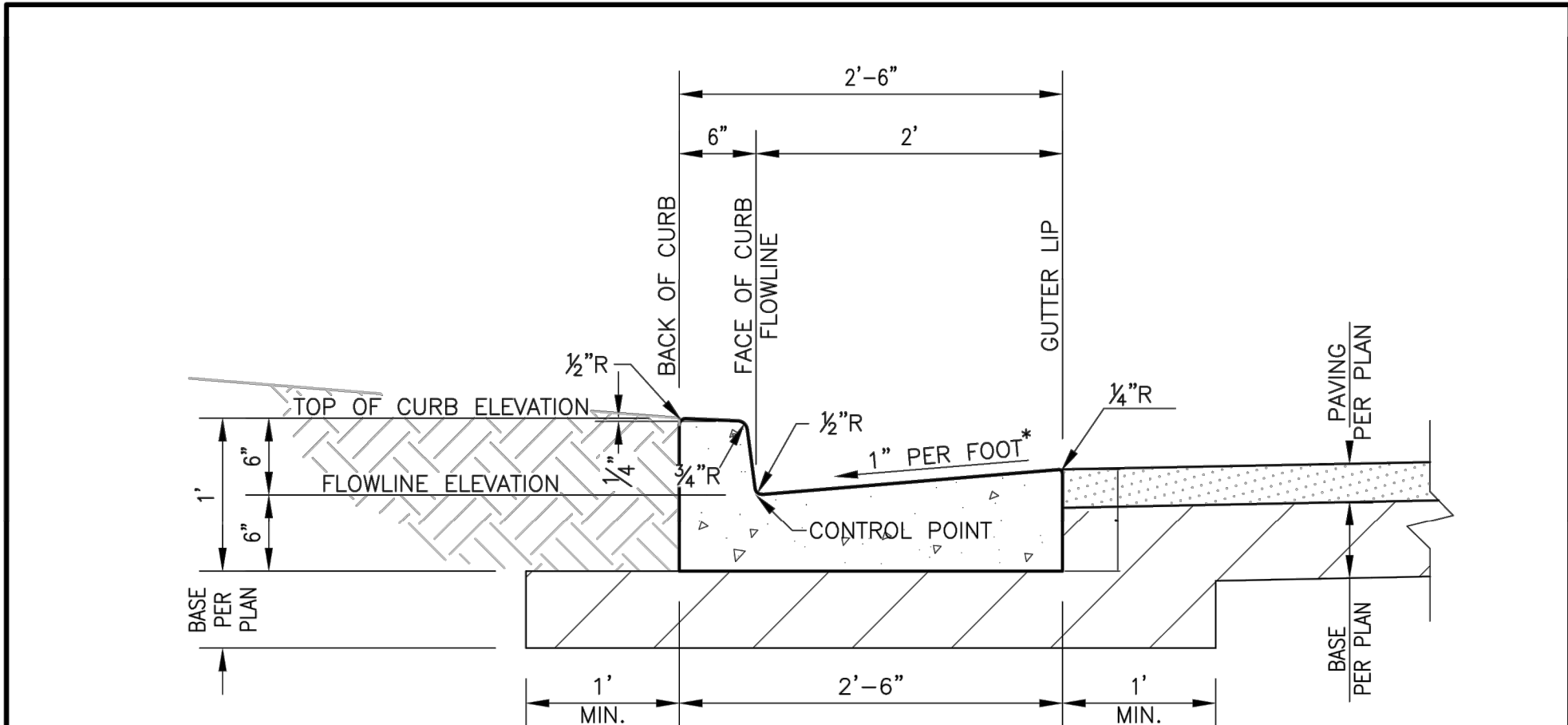
CMU RETAINING WALL DETAIL

<div style="text-align: center;">  </div>	PROJECT:		DESIGNED BY:		DATE:		SCALE:	
	FILE:		DRAWN BY:		CHECKED BY:			
	PROJECT:		DESIGNED BY:		DATE:		SCALE:	
	FILE:		DRAWN BY:		CHECKED BY:			
	PROJECT:		DESIGNED BY:		DATE:		SCALE:	
	FILE:		DRAWN BY:		CHECKED BY:			
	PROJECT:		DESIGNED BY:		DATE:		SCALE:	
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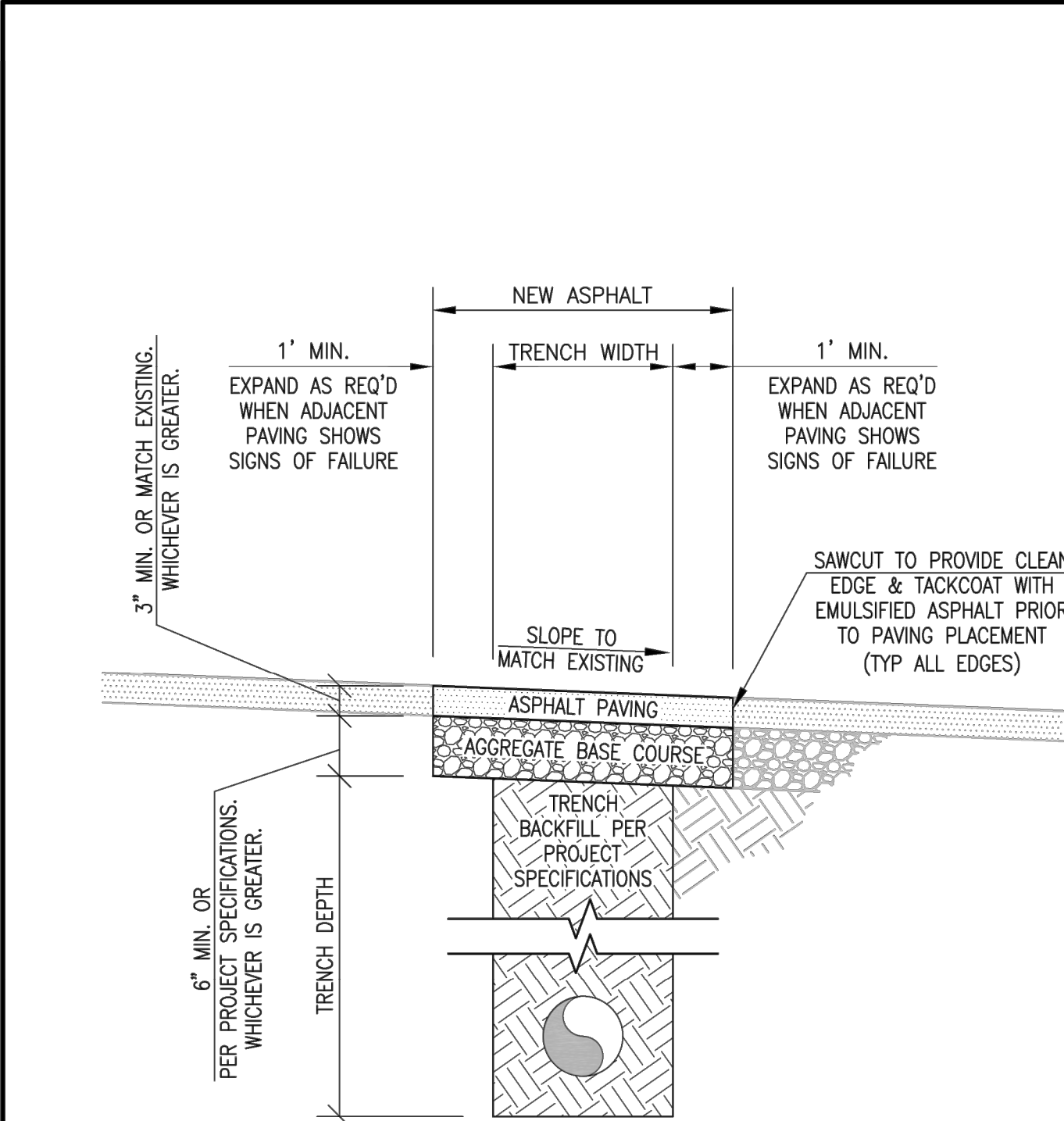
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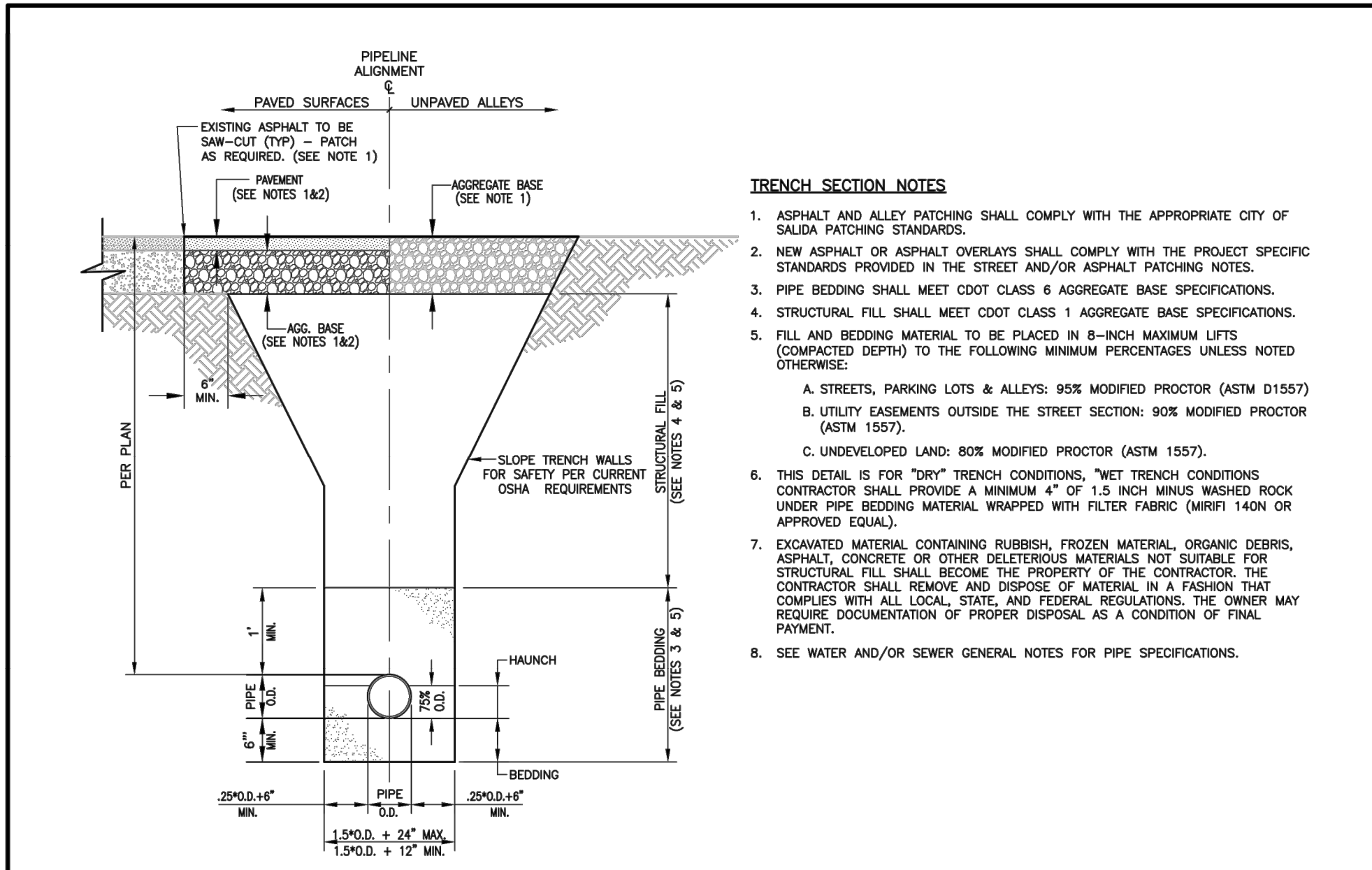
	DRIVEWAY CUT – TYPE 1		
	APPROVED:	CITY OF SALIDA 304 W. HWY. 291 SALIDA, CO 81201 PHONE: (719) 539–6257	DRAWING ST02
	DATE: FEBRUARY 17		
	DRAWN BY: TLV		



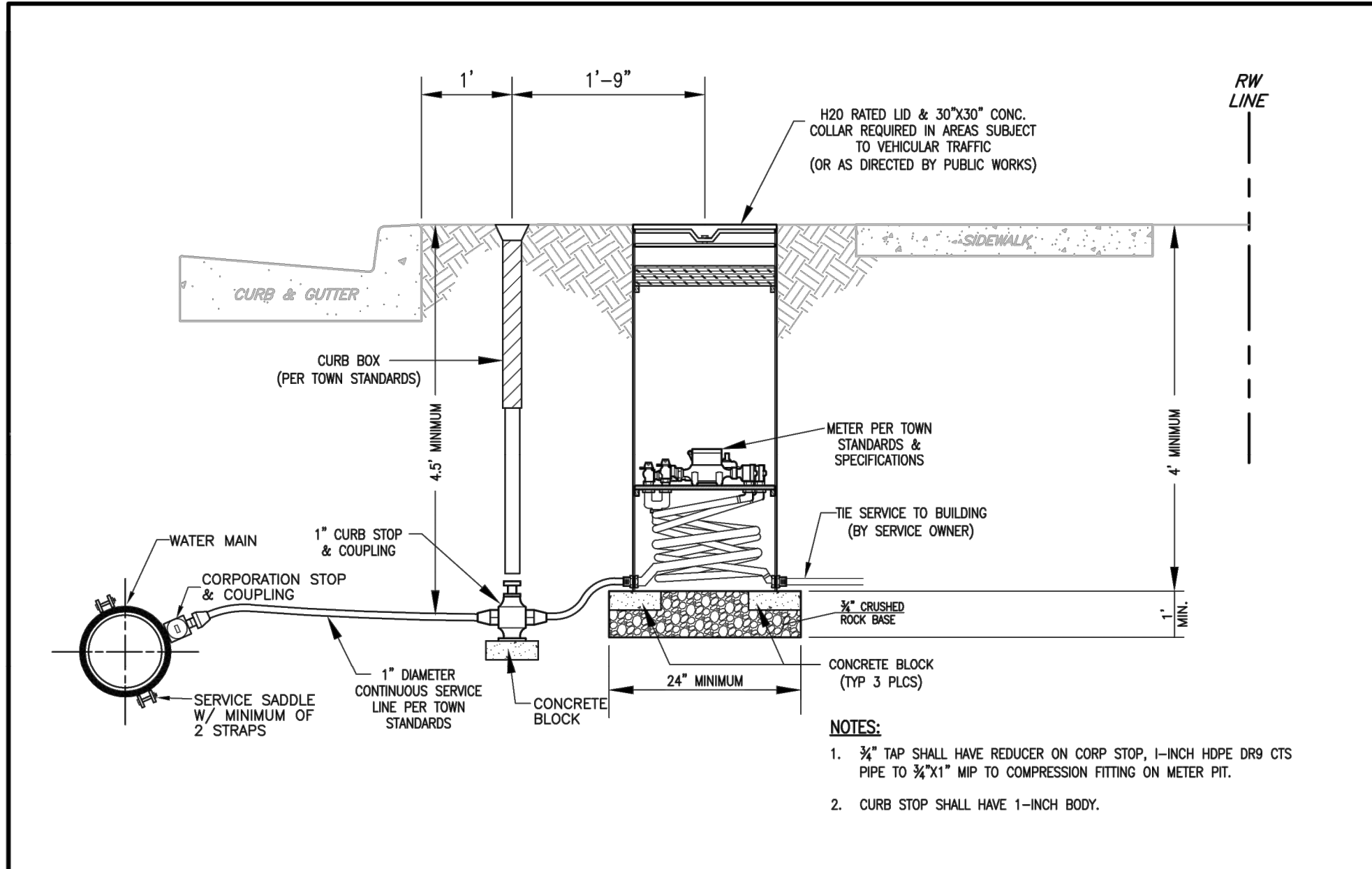
	TYPICAL CURB AND GUTTER		
	APPROVED:	CITY OF SALIDA 304 W. HWY. 291 SALIDA, CO 81201 PHONE: (719) 539–6257	DRAWING ST04
	DATE: FEBRUARY 17		
	DRAWN BY: TLV		



	ASPHALT PATCHING DETAIL		
	CITY OF SALIDA 304 W. HWY. 291 SALIDA, CO 81201 PHONE: (719) 539–6257	APPROVED:	DRAWING ST03
	DATE: FEBRUARY 17		
	DRAWN BY: TLV		



	UTILITY TRENCH		
	APPROVED:	CITY OF SALIDA 304 W. HWY. 291 SALIDA, CO 81201 PHONE: (719) 539–6257	DRAWING UT01
	DATE: FEBRUARY 17		
	DRAWN BY: TLV		



	WATER SERVICE TAP DETAIL		
	APPROVED:	CITY OF SALIDA 304 W. HWY. 291 SALIDA, CO 81201 PHONE: (719) 539–6257	DRAWING W03
	DATE: APRIL 17		
	DRAWN BY: TLV		

Civil Engineering • Water Resources • Traffic Engineering

W • E

Walker Engineering

905 Camino Sierra Vista, • Santa Fe, NM 87505

505-820-7990
FAX 505-820-3539
E-MAIL: enr@walkerengineering.net

REVISION

BY

APP.

DATE

No.

PROJECT:

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE:

SCALE:

4/5/2022

REGISTERED PROFESSIONAL ENGINEER

3003

4/15/22

PROJECT:

GREEN HEART

PLANNED DEVELOPMENT

SHEET TITLE:

CITY DETAILS

CITY REVIEW

DEPARTMENT

WASTEWATER

WATER

PW ENGINEERING

TRAFFIC

FIRE DEPARTMENT

SOLID WASTE

LANDSCAPE

TRAILS/OPEN SPACE

SUBDIVISION REVIEW

SIGN-OFF

DATE

SHEET NO.

C4

Item 6.

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CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	May 17, 2022

ITEM

City of Salida 2021 'Annual Comprehensive Financial Report' (ACFR)

BACKGROUND

The auditors have completed their work and have issued a "clean" audit opinion. They have worked with staff on preparing the ACFR which has all the requirements necessary for submitting to the Government Finance Officers Association (GFOA) for consideration of a Certification of Achievement for Excellence in Financial Reporting award. Receiving this award ensures that we are following best practices recommended for clear and accurate reporting and for financial transparency. GFOA takes several months to finish their review and we likely won't hear from them regarding their award decision until late in the year or even early next year.

The auditors will be in attendance (virtually) to discuss the draft annual financial report.

FISCAL NOTE

There is no fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval of the ACFR

SUGGESTED MOTION

A Council person should make a motion to "approve the Annual Comprehensive Financial Report as presented".



ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the fiscal year ended
December 31, 2021

CITY OF SALIDA, COLORADO



Email: finance@CityofSalida.com

Website: CityofSalida.com

448 E. 1st Street, Ste. # 112

Salida, CO 81201



**City of Salida, Colorado
Annual Comprehensive Financial Report
For the year ended December 31, 2021**

**City of Salida, Colorado
Annual Comprehensive Financial Report
December 31, 2021**

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May 17, 2022

To the Honorable Mayor, Members of the City Council and Citizens of the City of Salida:

State law requires that every general purpose local government publish a complete set of audited financial statements. This report is published to fulfill that requirement for the fiscal year ended December 31, 2021.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

McMahan and Associates, LLC, a firm of licensed Certified Public Accountants, have issued an unmodified (“clean”) opinion on the City of Salida’s financial statements for the year ended December 31, 2021. The independent auditor’s report is located at the front of the financial section of this report.

Management’s discussion and analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the government

The City of Salida, incorporated in 1880, is known as the “Heart of the Rockies.” Salida is located approximately two to three hours from the more densely populated urban “front range” communities of Colorado, such as Colorado Springs, Denver and Boulder. Salida is the county seat of Chaffee County and its largest city, with a population of approximately 5,666. The City is the service, supply, and tourism center for the Upper Arkansas River Valley in central Colorado. Although flanked by majestic 14,000-foot snow-capped peaks, at just over 7,000 feet in elevation, Salida enjoys a surprisingly mild climate that some refer to as the Banana Belt. Salida has a relaxed pace and a small hometown feel along with world-class recreational opportunities.

The City limits currently occupy just over 2.2 square miles. The City of Salida is empowered to levy a property tax on real property located within its boundaries, but the tax was repealed in 2008. It relies primarily on sales tax revenue to provide government services. It also is

empowered by state statute to extend its corporate limits by annexation, which it has done from time to time.

Salida is organized as a statutory city under the constitution of the State of Colorado that follows the mayor-council form of government. The Mayor, the Treasurer and six Council members are directly elected. There are three wards in the City, and two Council members represent each ward. Policy-making and legislative authority are vested in the governing body consisting of the Mayor and six Council members. Council members serve four-year terms, with three members elected every two years. The Mayor is elected for a two-year term. According to Colorado statutes, officials elected to two-year terms are eligible for three terms. Council members and the Treasurer are elected to four-year terms and are limited to two terms. The City Council appoints the City Administrator, City Attorney and City Clerk. The City Administrator appoints department heads.

Services provided by municipalities vary widely. Although citizens have many of the same services available to them in any incorporated area, some may be served by a special district or other governmental entity. Therefore, one town or city may not be directly comparable to another. It is important that readers of the financial statements and budgets know what services the City provides in order to understand the reports. The broad services provided by Salida's employees across the various divisions (described below) include the following:

- Public safety –
 - 24/7 police protection including vehicle, bicycle and foot patrol, crime prevention and law enforcement; vehicle identification number inspections, school safety, special event support, DUI awareness programs, drug task force, regional preparedness, E911 board representation. The Community Services Division extends safety and public service while protecting the welfare of domestic animals, as well as maintaining the integrity of the Salida City Code through education, citizen engagement and enforcement.
 - 24/7 professional fire response (structural and wildland), emergency medical services, hazardous material response, technical rescue (ice, swift water, confined space, high and low angles), installation of smoke detectors, inspection and plan reviews, code enforcement, fire prevention and CPR classes, fireworks displays, staffing for fire protection district, regional preparedness and various other education and civic activities
- Public works – operation, maintenance and improvement of streets, alleys, walkways, parking lots, parks, play features, public structures, underground distribution or collection lines and appurtenances, trees, and other public infrastructure
- Water and Wastewater plant operations – Treatment and distribution of municipal water; collection, treatment of and safe discharge of wastewater (including wastewater services for the Town of Poncha Springs); lab testing, acceptance and treatment of outside septage
- Community development – land use and zoning, review of development plans, subdivisions, building and sign permits, long range and current planning, historic preservation, grant writing and reporting
- Parks and recreation – aquatic center, swimming lessons, fitness and recreation programs, and maintenance of park facilities, sports complexes, and trails

- Arts and culture – services for event center activities and special events for community members of all ages, alliance with outside organizations (Chamber of Commerce, Salida Business Alliance, etc.), and a creative district
- Administrative services – liquor, marijuana and arborists licensing, vendor and special event permitting, billing and collection of water and wastewater services, protection of water rights, birth and death certificates, municipal court, grant writing and reporting, intergovernmental facility management, payroll, accounts payable, accounts receivable, budgeting, financial reporting, human resources, legal, cash management / treasury, risk management, records management, public information, meeting coordination, and other general government and administrative services

Water treatment and distribution and wastewater collection and treatment services are provided through an enterprise fund. See the MD&A for an explanation about different types of funds.

Annual budget process

City Council is required to adopt an initial budget for the fiscal year no later than December 31 preceding the beginning of the fiscal year on January 1. This annual budget serves as the foundation for the City of Salida's financial planning and control. The budget is prepared by fund, function or department (e.g., police). Department heads may transfer resources within a department as they see fit. Transfers between departments within the same fund, however, need approval from the Finance Director or City Administrator. Changes to a fund's bottom line must be done with an amendment by Council after publicly posting the amendment and holding a public hearing on it.

Each year, the budget development process kicks off with a strategic planning meeting with City Council, Treasurer and key City staff. Department heads set goals for the upcoming fiscal year and develop their requested budget based on the outcomes of the strategic planning meeting. The finance office reviews the budget for affordability, makes necessary adjustments and prepares a recommended budget for Council (this recommended budget is available for public inspection). A series of public meetings with Council are held to go over the budget and provide feedback. After making final adjustments as directed by Council, a public hearing is held prior to Council adoption. Typically, Council adopts the budget by mid-October.

Local economy

The City of Salida serves as a shopping hub for the surrounding small towns and rural areas. Tourism is a major contributor to the local economy. Sales tax revenue peaks in the "summer season" of June to September, with July being the strongest month. Salida is a short drive from the Monarch Ski area, which draws winter visitors to the area and contributes to the local economy. However, February, which falls in the middle of the "ski season" is the slowest month for collections. Increasingly, Salida is experiencing growth in sales tax collections during the "shoulder season" defined as April-May and October-November when the weather is typically suitable for many outdoor activities that attract visitors to the area.

Year-over-year sales tax revenue increases (to include County earned sales taxes shared with the City) have been strong, averaging 12.3% over the last five years. In 2021, sales tax revenue increased 20.4% over 2020 for the combined City and County tax, and 19.0%

for the City only. The tax revenues earned in the City are tracked by NAICS sectors, the following table analyzes the performance by sector:

NAICS Sector	Total 2021		\$ Change from Prior Year	% Change From Prior Year
	Taxes Collected	% of Total		
Retail Trade	\$ 6,231,857	67.8%	\$ 714,089	12.9%
Accommodation and Food Services	\$ 1,670,368	18.2%	\$ 463,544	38.4%
Wholesale Trade	\$ 272,264	3.0%	\$ 84,234	44.8%
All Other	\$ 1,019,900	11.0%	\$ 209,223	25.8%
	<u>\$ 9,194,389</u>	<u>100.0%</u>	<u>\$ 1,471,090</u>	<u>19.0%</u>

Reliable unemployment information for solely the City of Salida is unavailable, consequently Chaffee County unemployment data is utilized for monitoring purposes. Unemployment in Chaffee County ended the year at 3.2% which is comparable to the state rate of 3.5%.

Long-term financial planning and major initiatives

Unrestricted fund balance in the general fund at year end was 72.4% of total general fund operating expenses. This amount is significantly above policy guidelines set by Council for budgetary and planning purposes (25%). The strong fund balance coupled with continued growth projections provides the confidence to plan for significant projects in the future. The City has worked with a financial advisor to refine a long term financial plan to help achieve capital goals (some wants and some needs) such as the addition of hot spring soaking pools at the aquatic center, a new fire station, aquatic center hot water delivery line replacements, fire equipment replacements, a sports complex and a recreation center.

The Street fund has high priority projects planned out through 2024 with estimated annual expenditures in the long-term plan thereafter. 32% of the City-generated sales tax is allocated to this fund and can predominantly support the anticipated expenditures complemented by grants and possibly some debt issuance for a single bridge repair project planned for 2024.

The City Water and Wastewater funds underwent a rate study in 2020 resulting in recommended rate increases of 2.58% for water and 8.85% for wastewater each year for the 5 subsequent years. The first of this series of rate increases was implemented in 2021 and will go a long way toward making these funds sustainable and keeping the City's water and sewer activities operating at a high level.

Low-interest new debt financing in the amount of \$4.1 million was approved in 2021 and will be drawn upon in 2022 to accomplish a larger than normal replacement of major water lines.

Relevant financial policies

The City of Salida has adopted a comprehensive set of financial policies. Designed to maintain fiscal health is the Fund Balance Policy which requires a minimum level of unrestricted general fund reserves to be maintained at an amount no less than 25% of general fund operating expenses. Since the City is very reliant on sales tax and sales tax

has volatility, the 25% minimum level is deemed sufficient to keep the City operating effectively during economic downturns.

As a service organization, the City of Salida recognizes employees as the most important resource of the City. In order to ensure that the City provides employees with a total compensation package of pay and benefits comparable to other governmental and private employers, a consultant was hired to perform a comprehensive market pay analysis and the resulting recommendations were budgeted for 2022. During 2021, to help with recruitment and retention of valuable City staff, Council set the minimum pay level for any employee at \$15 per hour. These measures have helped the City maintain a reasonable turnover level.

The preparation of this report would not have been possible without the skill, effort, and dedication of the entire staff of the finance and administration department. We wish to thank all government departments for their assistance in providing the data necessary to prepare this report. Credit also is due to the Mayor, Council and Treasurer for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Salida's finances.

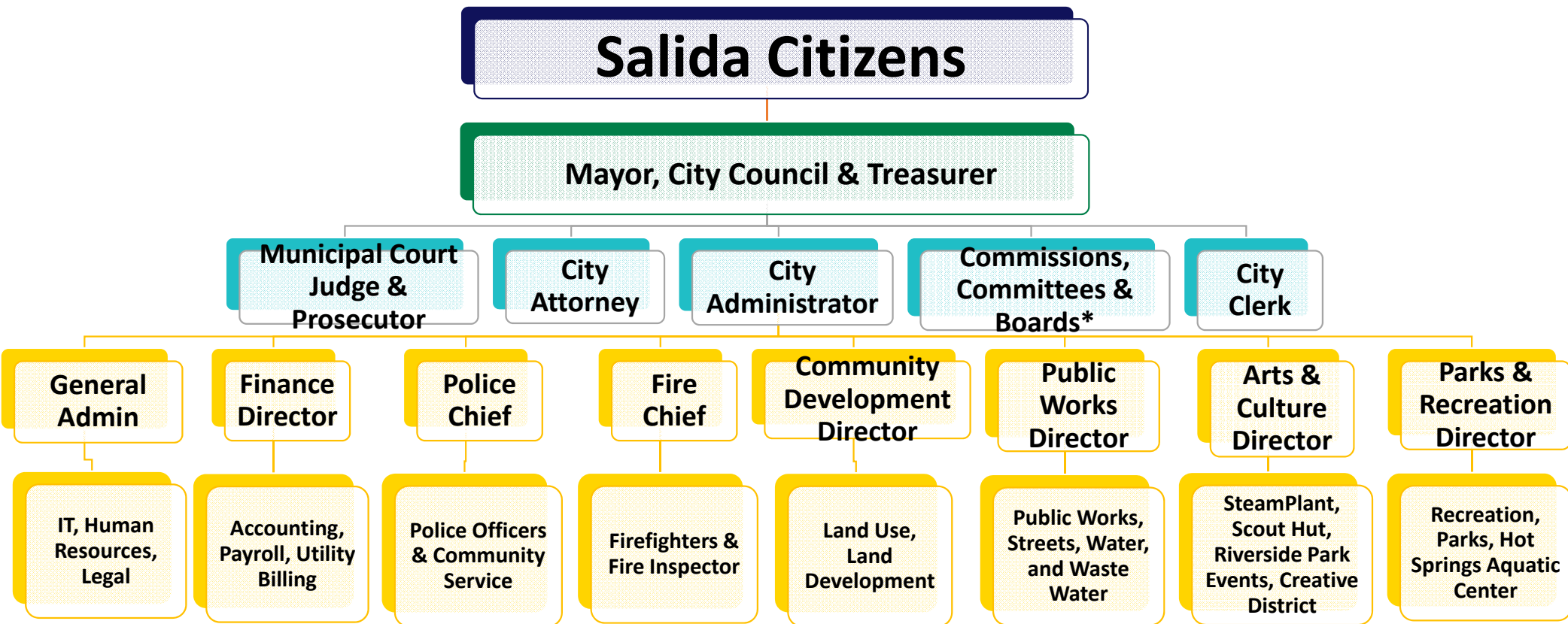
Respectfully submitted,



Drew Nelson
City Administrator



Aimee Tihonovich
Finance Director



*Planning Commission, Recreation Advisory Board, Historic Preservation Commission, Tree Board, Finance Committee, Board of Adjustment

CITY OF SALIDA, COLORADO
List of Elected and Appointed Officials
as of December 31, 2021

Elected Officials

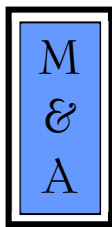
Mayor
 Council Member - Ward 1
 Council Member - Ward 1
 Council Member - Ward 2
 Council Member - Ward 2
 Council Member - Ward 3
 Council Member - Ward 3
 Treasurer

Dan Shore
 Dominique Naccarato
 Jane Templeton
 Justin Critelli
 Mike Pollock
 Harald Kasper
 Alisa Pappenfort
 Merrell Bergin

Appointed Officials & Staff

Municipal Court Judge
 Municipal Prosecutor
 Planning Commission Chairperson
 Recreation Advisory Board Chairperson
 Historic Preservation Commission Chairperson
 Tree Board President
 Board of Adjustment Chairperson
 City Administrator
 City Attorney
 City Clerk
 Arts & Culture Director
 Community Development Director
 Finance Director
 Fire Chief
 Parks & Recreation Director
 Police Chief
 Public Works Director

Cheryl Hardy-Moore
 Matthew Krob
 Greg Follet
 Lisa DeYoung
 Keith Krebs
 Marilyn Moore
 Greg Follet
 Drew Nelson
 Nina Williams
 Erin Kelley
 Michael Varnum
 Bill Almquist
 Aimee Tihonovich
 Doug Bess
 Mike (Diesel) Post
 Russ Johnson
 David Lady



McMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

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E-MAIL: MCMAHAN@MCMAHANCPA.COM

DRAFT

Item 7.

INDEPENDENT AUDITOR'S REPORT

**To the City Council
City of Salida, Colorado**

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the City of Salida, Colorado (the "City"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. GAAP; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are issued.

Member: American Institute of Certified Public Accountants

PAUL J. BACKES, CPA, CGMA
MICHAEL N. JENKINS, CA, CPA, CGMA
MATTHEW D. MILLER, CPA

AVON: (970) 845-8800
ASPEN: (970) 544-
FRISCO: (970) 668-

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

U.S. GAAP require that Management's Discussion and Analysis in Section B and budgetary comparison information in Section E be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, individual fund budgetary information, the Local Highway Finance Report, the statistical section, and the Schedule of Expenditures of Federal Awards as required by *Title 2, U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* included in the Single Audit Section listed in the accompanying table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory section, individual fund budgetary information, the Local Highway Finance Report, the statistical section, and the Schedule of Expenditures of Federal Awards included in the Single Audit Section listed in the accompanying table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the introductory section, individual fund budgetary information, the Local Highway Finance Report, the statistical section, and the Schedule of Expenditures of Federal Awards included in the Single Audit Section listed in the accompanying table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 17, 2022 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and on compliance.

McMahan and Associates, L.L.C.
Avon, Colorado
May 17, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS



Management's Discussion and Analysis

As Management of the City of Salida, we offer readers of the City of Salida's financial statements this narrative overview and analysis of the financial activities of the City of Salida for the fiscal year ended December 31, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i - iv of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of Salida exceeded its liabilities at the close of the most recent fiscal year by \$62,641,928 (net position). Of this amount, \$14,580,872 represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors.
- The City of Salida's total net position increased by \$4,281,399 due largely to explosive growth in the area as demonstrated by a record level of sales tax revenue with 2,098,657 (20.4%) more collected in 2021 compared to 2020 and a high collection of system development fees related to new development in the City (\$1,095,345 or 86.9% more collected in 2021 compared to 2020).
- At the close of the current fiscal year, the City of Salida's governmental funds reported combined fund balances of \$9,166,078, an increase of \$1,768,129 (23.9%) in comparison with the prior year. 90.4% of this amount (\$8,282,134) is available for spending at the government's discretion (*unassigned & committed fund balance*).
- At the end of the current fiscal year, unrestricted fund balance for the General Fund was \$6,924,055, or approximately 72.4% of total general fund expenditures.
- The City of Salida's total outstanding long-term debt decreased by \$709,036 during the current fiscal period due to principal payments exceeding new debt added.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City of Salida's basic financial statements. The City of Salida's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Salida's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the City of Salida's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Salida is improving or deteriorating.

The *statement of activities* presents information showing how the City of Salida's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Salida that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Salida include general government, public safety, public works/streets, arts and culture, parks and recreation. The business-type activities of the City of Salida include water and sewer services.

The government-wide financial statements can be found on pages C1 to C2 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Salida, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Salida can be divided into two categories: governmental and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the

government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Salida maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for all seven funds (the general fund, the Street Fund, the Capital Improvement Fund, the Economic Development Fund, the Lodging Tax Fund, the Conservation Trust Fund and the Housing Fund).

The basic governmental fund financial statements can be found on pages C3 to C6 of this report.

Proprietary Funds. The City of Salida maintains two proprietary funds, both are *enterprise funds*. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Salida uses enterprises funds to account for its water and sewer operations. It should be noted that in previous years, the SteamPlant event center operations were accounted for as an enterprise fund. That fund has been closed and the event center (now called Arts & Culture Department) operations are now a department within the general fund.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The basic proprietary fund financial statements can be found on pages C7 to C9 of this report.

Notes to the Financial Statements

The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages D1 to D29 of this report.

Other Information

The City of Salida adopts an annual appropriated budget for its general fund and all other funds. A budgetary comparison statement for the governmental funds is provided in the *required supplementary information* section. The City of Salida also presents *required supplementary information* concerning the City of Salida's progress in funding its obligation to provide pension benefits to its fire and police employees. The required supplementary information can be found on pages E1 to E15

Finally, budget comparison statements for proprietary funds are presented in the *supplementary information* section as well as the Local Highway Finance Report filed with the State of Colorado. This supplemental information can be found on pages F1 to F7 of this report.

Government-wide Overall Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the City of Salida, assets and deferred outflows of resources exceeded liabilities by \$62,641,928.

City of Salida's Net Position

	<u>Governmental Activities</u>		<u>Business-type activities</u>		<u>Total</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Current and other assets	\$ 10,814,871	\$ 8,330,038	\$ 8,349,669	\$ 7,798,689	\$ 19,164,540	\$ 16,128,727
Capital Assets	29,629,169	28,517,023	29,714,331	29,252,447	59,343,500	57,769,470
Total Assets	40,444,040	36,847,061	38,064,000	37,051,136	78,508,040	73,898,197
Total Deferred outflows of resources	1,075,360	1,078,992	-	-	1,075,360	1,078,992
Long-term liabilities	2,395,938	2,486,061	12,251,756	12,724,410	14,647,694	15,210,471
Other liabilities	1,099,291	786,374	496,022	278,016	1,595,313	1,064,390
Total liabilities	3,495,229	3,272,435	12,747,778	13,002,426	16,243,007	16,274,861
Total Deferred inflows of resources	698,465	341,799	-	-	698,465	341,799
Net position:						
Net investment in capital assets	28,475,293	27,366,982	17,543,524	16,565,969	46,018,817	43,932,951
Restricted	793,044	670,645	1,249,195	1,034,732	2,042,239	1,705,377
Unrestricted	8,057,369	6,274,192	6,523,503	6,448,009	14,580,872	12,722,201
Total net position	\$ 37,325,706	\$ 34,311,819	\$ 25,316,222	\$ 24,048,710	\$ 62,641,928	\$ 58,360,529

Current and other assets increased in governmental activities by \$2,484,833 from the prior year due primarily to an increase in cash. The City is experiencing record growth in both visitors and new home starts. In addition, it has been difficult to find contractors so a number of our capital projects are running somewhat slower than expected with projects originally budgeted to be completed in 2021 rolling into 2022.

Other liabilities in governmental activities increased by \$312,917 primarily due to having a higher unearned revenue balance. This is the result of receiving federal American Rescue Plan Act (ARPA) funds upfront. These funds are restricted and have not been fully expended.

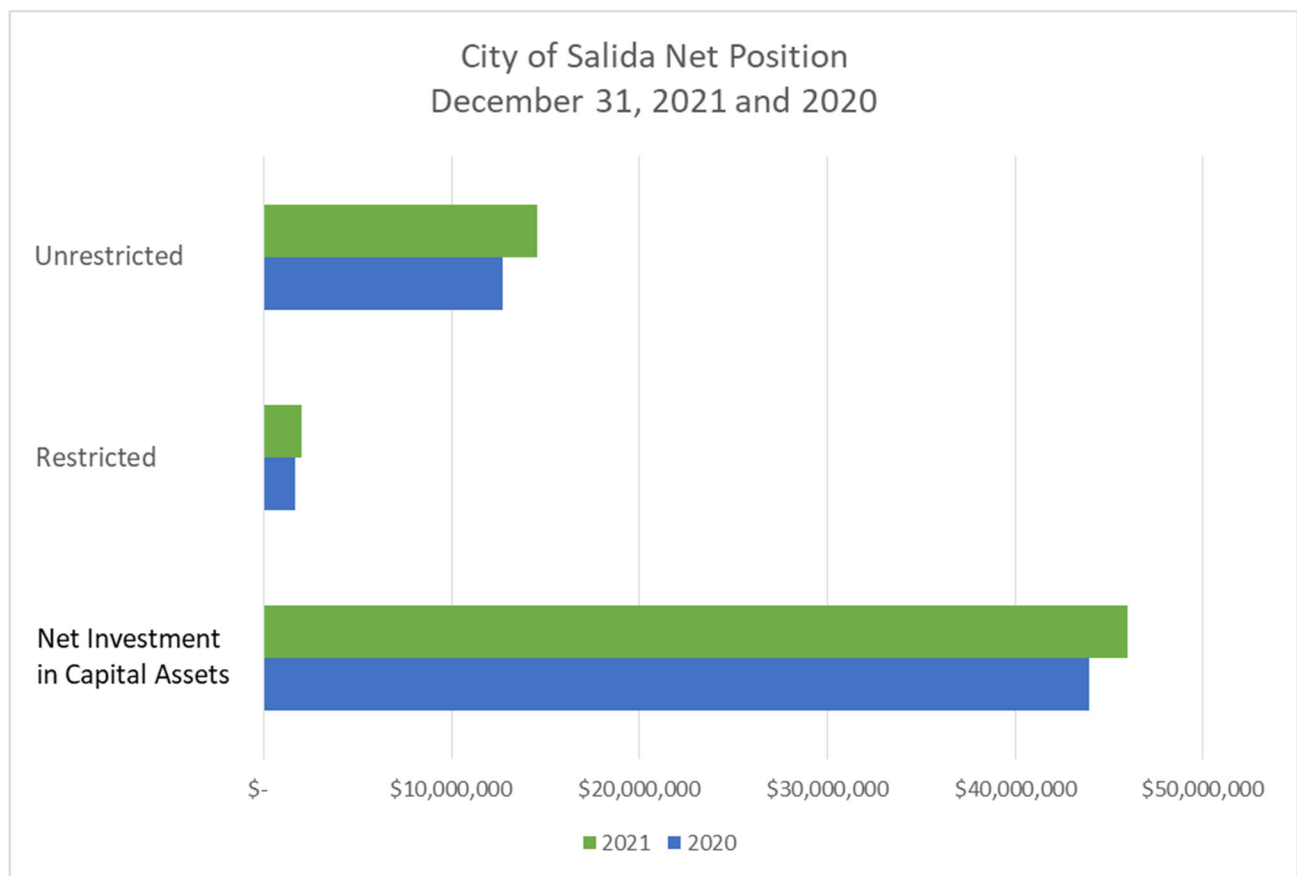
Long-term liabilities, which consist of bonds, notes, leases, accrued compensated absences and pension liability decreased by \$562,777 (3.7%) from the previous year for governmental and business-type activities combined due to principal payments on debt exceeding any additions to debt.

By far, the largest portion of the City of Salida's net position (73.5%) reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt that was used to acquire those assets. The City of Salida uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are

not available for future spending. Although the City of Salida's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City of Salida's net position, \$2,042,239 (3.3%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$14,580,872 is unrestricted and may be used to meet the government's ongoing obligations to its citizens and creditors.

At the end of the current fiscal year, the City of Salida is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.



The City of Salida's overall net position increased by \$4,281,399 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

City of Salida's Changes in Net Position

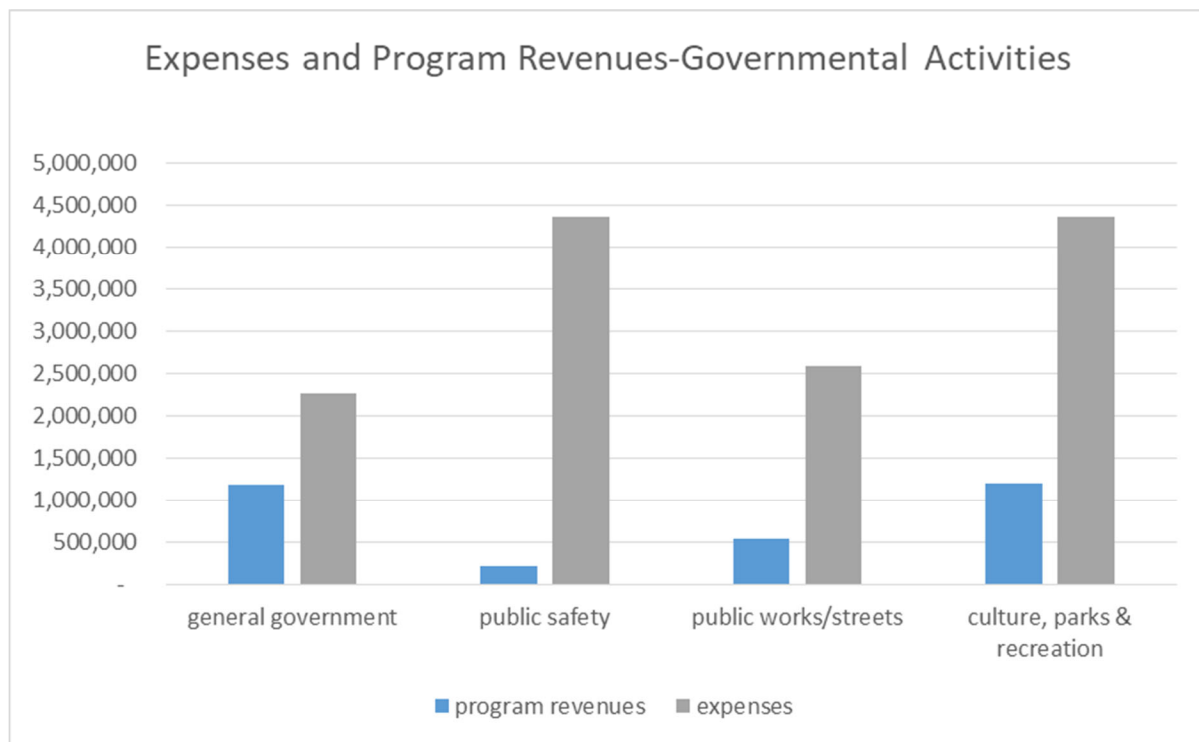
	<u>Governmental Activities</u>		<u>Business-type activities</u>		<u>Total</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Revenues:						
Program revenues						
Charges for service	\$ 1,091,395	\$ 931,322	\$ 3,565,031	\$ 3,416,158	\$ 4,656,426	\$ 4,347,480
Operating grants and contributions	1,651,206	648,226	-	-	1,651,206	648,226
Capital grants and contributions	400,902	28,944	2,616,685	1,283,573	3,017,587	1,312,517
General revenues:						
Taxes	13,221,295	11,352,085			13,221,295	11,352,085
Unrestricted investment earnings (net market loss)	(17,573)	79,103	(20,906)	98,662	(38,479)	177,765
Other	300,283	159,024	600		300,883	159,024
Total revenues	16,647,508	13,198,704	6,161,410	4,798,393	22,808,918	17,997,097
Expenses:						
General government	2,270,818	2,515,773			2,270,818	2,515,773
Public safety	4,371,506	4,389,355			4,371,506	4,389,355
Public works/streets	2,591,055	2,862,257			2,591,055	2,862,257
Culture, parks and recreation	4,365,276	2,812,178			4,365,276	2,812,178
Interest on long term debt	34,966	41,070			34,966	41,070
Water			1,946,386	2,194,312	1,946,386	2,194,312
Sewer			2,947,512	2,699,215	2,947,512	2,699,215
Event center				-	-	-
Total expenses	13,633,621	12,620,633	4,893,898	4,893,527	18,527,519	17,514,160
Increase (decrease) in net position before transfers	3,013,887	578,071	1,267,512	(95,134)	4,281,399	482,937
Transfers	-	1,732,313	-	(1,732,313)	-	-
Increase (decrease) in net position	3,013,887	2,310,384	1,267,512	(1,827,447)	4,281,399	482,937
Net position-beginning	34,311,819	32,001,435	24,048,710	25,876,157	58,360,529	57,877,592
Net position-ending	\$ 37,325,706	\$ 34,311,819	\$ 25,316,222	\$ 24,048,710	\$ 62,641,928	\$ 58,360,529

Governmental Activities. During the current fiscal year, net position for governmental activities increased \$3,013,887 from the prior fiscal year for an ending balance of \$37,325,706. This increase can be attributed to record high sales tax collections coming in higher than the increase in spending needs and higher than average grant revenues which helped offset increased spending on capital projects.

Revenues increased \$3,448,804 from the prior year due mostly to strong tax revenues. Taxes (primarily sales and lodging) remain the largest source of revenue at \$13,221,295 for the year.

Expenses grew during the current year, increasing from \$12,620,633 in the prior year to \$13,633,621 in the current year, an increase of \$1,012,988. In 2021, approximately \$998,000 more was spent on housing projects compared to 2020 to help with the affordable housing shortage in the community. The City of Salida utilized federal government relief program funding as well as a pass-through grant in order to make this additional spending possible (Salida Ridge and Jane's Place Housing project contributions).

As shown in the chart below, direct revenues generated by the City of Salida's programs are not sufficient to cover the costs. The City of Salida relies on sales tax, lodging tax, and other general revenues to cover the costs associated with various programs.



Business-type Activities. For the City of Salida's business-type activities, net position increased to an ending balance of \$25,316,222. The total increase in net position for business-type activities (water and sewer) was \$1,267,512 from the prior fiscal year and can primarily be explained by an increase in system development fees collected on new development projects.

Financial Analysis of Governmental Funds

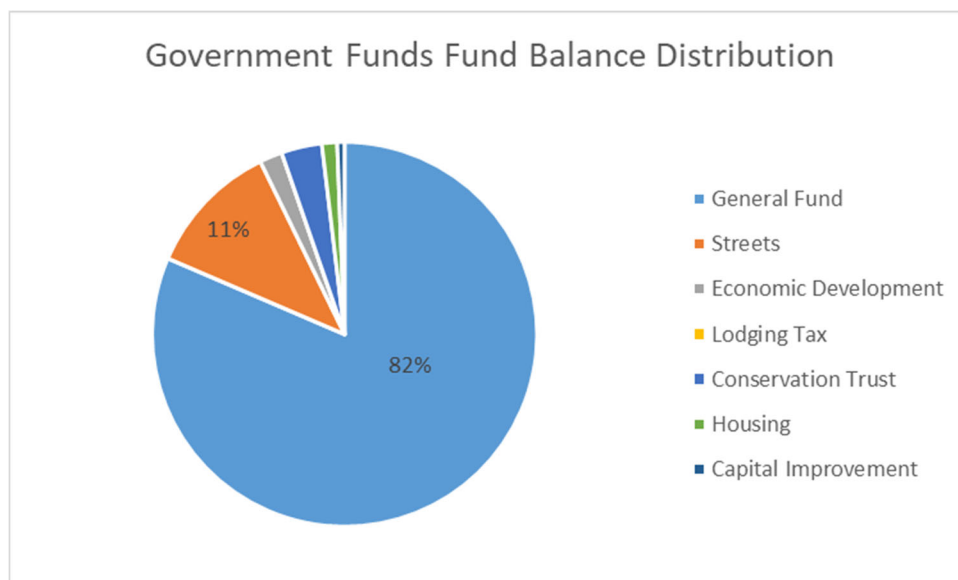
As noted earlier, the City of Salida uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City of Salida's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such

information is useful in assessing the City of Salida's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as it represents the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City of Salida itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Salida City Council.

At December 31, 2021, the City of Salida's governmental funds reported combined fund balances of \$9,166,078, an increase of \$1,768,129 in comparison with the prior year. Of this amount, \$8,282,134, or 90.4% constitutes *unassigned and committed fund balance*, which is available for spending at the government's discretion. The remainder of the fund balance is either *nonspendable or restricted* to indicate that it is 1) not in spendable form (\$90,900), 2) legally required to be maintained intact (\$480,000), or 3) restricted for particular purposes (\$313,044).

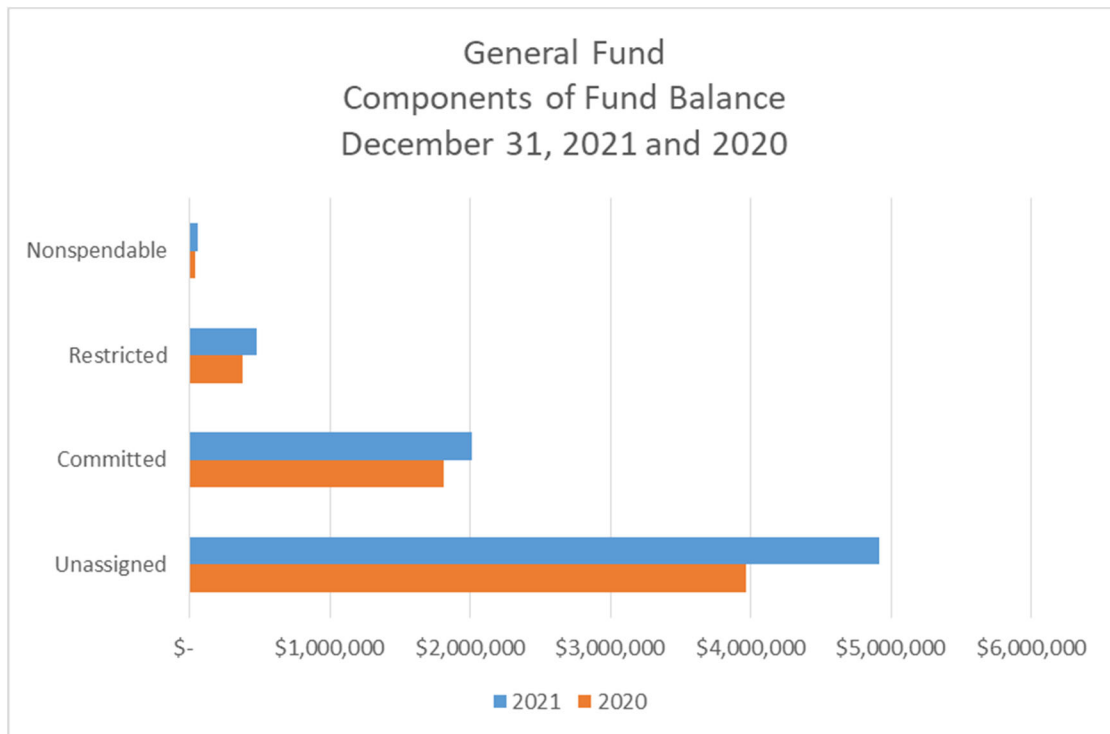
There are seven funds within the *governmental* funds presentation. The City considers all of its governmental funds to be *major* as various readers of financial reports have a diverse set of interests and prefer to see details of each fund. The distribution of the \$9,166,078 fund balance is as shown in the following pie chart.



Analysis of Individual Funds

The general fund is the chief operating fund of the City of Salida. At the end of the current fiscal year, unassigned and committed fund balance of the general fund was \$6,924,055, while total fund balance increased to \$7,466,482. As a measure of the general fund's liquidity, it may be useful to compare both unrestricted (combination of unassigned and committed) fund balance and total fund balance to total general fund expenditures. Unrestricted fund balance

represents approximately 72.4% percent of total general fund expenditures, while total fund balance represents approximately 78.0% of that same amount.



The fund balance of the general fund increased by \$1,274,956 during the current fiscal year. The increase was due to strong sales tax collections which offset other reductions in income related to imposing restrictions on various fee generating activities during the pandemic.

The Street Fund had a \$414,121 increase in fund balance during the current fiscal year which put the overall fund balance to \$1,037,749. The primary revenue source for the Street Fund is an allocation of the local sales tax. This fund also benefited from the stronger than expected sales tax collections during the year.

The Economic Development Fund is also primarily funded with an allocation of sales tax revenues and ended the year with a fund balance of \$175,088, an increase of \$12,583.

The Lodging Tax Fund accounts for the lodging tax revenues earned. These revenues are utilized to support the operations of the aquatic center and the SteamPlant event center and thus are transferred into the general fund where these activities are recorded. The Fund Balance at year end is typically zero as a result of this transfer.

The Conservation Trust fund accounts for the City's share of state restricted lottery fund dollars. The fund balance at year end (all restricted) is \$313,044.

Finally, the Housing Fund is primarily funded with inclusionary housing fees. In 2021, pass-through funding from grants and federal ARPA funds assisted with important affordable

housing projects. The Fund balance increased by \$46,870 bringing the ending fund balance to \$117,611.

Proprietary Funds. The City of Salida’s proprietary funds Statement of Net Position on page C7 provides the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water Fund at the end of the year was \$4,334,495 and for the Wastewater (Sewer) Fund was \$2,189,008. The total growth (decline) in net position for the Water and Wastewater funds was \$1,291,826 and (\$24,314), respectively. Infrastructure maintenance projects performed in 2021 were fairly routine in nature and the change in net position was at an anticipated level with the wastewater fund running a slight deficit which was covered by reserves.

General Fund Budgetary Highlights

Original budget compared to final budget. During the year, the general fund budget was amended twice in order to accommodate changes in the spending plan for items that came up during the year. Changes made included adding increased part-time labor for Parks & Recreation who were impacted by an increased demand for recreational opportunities as COVID restrictions were eased. The City also instituted a \$15 minimum wage for City workers to help with the inflationary measures impacting staff, especially around housing. Additionally, land was identified that met the criteria for a new firehouse, which is in the long-term plan for the City, and a budget amendment was made to accommodate that purchase. Finally, federal American Rescue Plan Act (ARPA) funds were received from the federal Treasury and the budget was amended to accommodate the use of some of those funds toward an affordable housing project.

Final budget compared to actual results. The most significant differences between budgeted revenues and actual revenues in the General Fund were as follows:

Revenue source	Final Budget	Actual revenues	Difference
Sales Tax	\$ 4,276,320	\$ 5,332,914	\$ 1,056,594
Sales Tax - County shared	2,400,000	3,207,757	\$ 807,757
Federal Grants	764,000	350,000	\$ (414,000)
Insurance Proceeds	10,000	173,131	\$ 163,131

As noted previously, sales tax collections were surprisingly high. It is felt that the COVID pandemic impacted people’s travel and recreating patterns. Smaller communities with high outdoor recreation possibilities such as the City of Salida increased in popularity thereby contributing toward this positive impact in the revenue stream. The City also experienced losses covered by insurance due to a water leak in a building and a totaled police cruiser.

Although the City received the full amount of ARPA funds anticipated in the amended budget (\$764,000), the unspent portion of those funds were moved to a deferred revenue account at year-end giving the appearance of a revenue shortfall.

Capital Assets and Debt Administration

Capital assets. The City of Salida's capital assets for its governmental and business-type activities as of December 31, 2021, amount to \$59,343,500 (net of accumulated depreciation/amortization). Capital assets includes land, water rights, buildings, park land and improvements, water and sewer lines, infrastructure and software and other intangibles. The total increase in net capital assets for the current fiscal year was 2.7%.

City of Salida's Capital Assets (net of depreciation/amortization)

	Governmental activities		Business-type activities		Total	
	2021	2020	2021	2020	2021	2020
Land	\$ 5,028,214	\$ 4,722,477	\$ 89,435	\$ 89,435	\$ 5,117,649	\$ 4,811,912
Water rights			1,391,521	1,391,521	1,391,521	1,391,521
Construction in progress	236,483	411,889	1,364,740	150,965	1,601,223	562,854
Buildings	7,117,376	7,540,067			7,117,376	7,540,067
Park land and improvements	3,661,963	3,075,156	369,823	409,615	4,031,786	3,484,771
Lines			8,865,454	8,659,350	8,865,454	8,659,350
Structures			9,013,401	9,490,540	9,013,401	9,490,540
Equipment & Vehicles	1,632,146	1,750,794	8,619,957	9,061,021	10,252,103	10,811,815
Infrastructure	11,948,626	11,010,271			11,948,626	11,010,271
Software and other intangibles	4,361	6,369			4,361	6,369
	<u>\$ 29,629,169</u>	<u>\$ 28,517,023</u>	<u>\$ 29,714,331</u>	<u>\$ 29,252,447</u>	<u>\$ 59,343,500</u>	<u>\$ 57,769,470</u>

Major capital asset events during the current fiscal year included the following:

- Significant progress was made on a large water line replacement project in Salida's "low water zone" at a cost of \$1,350,768.
- A new outdoor skatepark was completed at Centennial Park for a cost of \$857,203. This project was partially funded by grants and donations.
- A portion of the land necessary for a future new home for a fire station was purchased for a cost of \$316,310. A neighboring lot was purchased early in 2022 and will complete the needs for this project.
- A freightliner tandem dump truck was purchased and will be utilized by the Street, Water and Wastewater Funds for a cost of \$147,704.

Long-term Debt. At the end of the current fiscal year, the City of Salida had total debt outstanding of \$12,922,876. Of this amount, \$647,628 are notes payable, \$11,125,337 are revenue bonds and \$1,149,911 are Leases Payable.

City of Salida's Outstanding Debt

	Governmental activities		Business-type activities		Total	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Notes payable	\$ -	\$ -	\$ 647,628	\$ 708,987	\$ 647,628	\$ 708,987
Revenue bonds	-	-	11,125,337	11,481,071	11,125,337	11,481,071
Leases payable	754,292	974,656	395,619	467,198	1,149,911	1,441,854
	<u>\$ 754,292</u>	<u>\$ 974,656</u>	<u>\$ 12,168,584</u>	<u>\$ 12,657,256</u>	<u>\$ 12,922,876</u>	<u>\$ 13,631,912</u>

The City of Salida's total debt decreased by \$709,036 (5.2%) as no new debt was incurred and scheduled debt payments were made.

Additional information on the City of Salida's long-term debt can be found on page D15 in the Notes to the Financial Statements of this report.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect the City of Salida and were considered in developing the 2022 fiscal year budget.

- 2021 city and shared county sales tax rose 20.1% over the previous year. The City anticipates that this is a high level and this rate of increase cannot continue indefinitely, thus the 2022 budget anticipates sales tax levels to be the same as 2021 (no growth).
- A rate study was performed in 2020 which calls for an annual increase of 2.58% for water usage fees and 8.85% for wastewater fees which is necessary for properly maintaining this important infrastructure. That level of rate increase was built into the 2022 budget.
- The actual value of all real property within the City per the County Assessor increased 22.1% in 2021 over the previous year making affordable housing a priority for 2022.
- According to Zillow.com, average home values in Salida are \$548,444, up 17.9% from the previous year.
- The most recent population estimate for Salida comes from the April 1, 2020 census and is 5,666 which is an 8.2% increase from the April 1, 2010 census. There are not reliable statistics to show for the growth in 2021 and 2022 but there is every indication that there has been a significant increase in population during this time.

At the end of the current fiscal year, the unassigned fund balance in the general fund was \$4,913,821. The City of Salida has appropriated \$923,193 of this amount for spending in the 2022 fiscal year budget for the purpose of investing in some community projects that will ensure our infrastructure is healthy and that we have the amenities to continue to provide citizens with an excellent quality of life and to attract tourists, which are the driving force that provide revenue for the City.

Request for Information

This financial report is designed to provide a general overview of the City of Salida's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Aimee.Tihonovich@CityofSalida.com.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF SALIDA, COLORADO
Statement of Net Position
December 31, 2021

	Governmental Activities	Business-type Activities	Total
Assets:			
Cash and investments	7,717,147	5,878,572	13,595,719
Restricted cash	-	1,249,195	1,249,195
Receivables (net of allowance)	2,457,319	1,186,578	3,643,897
Prepays	90,900	35,324	126,224
Net pension asset	549,505	-	549,505
Capital assets not being depreciated	5,264,697	2,845,697	8,110,394
Capital assets being depreciated, net of accumulated depreciation	24,364,472	26,868,634	51,233,106
Total Assets	40,444,040	38,064,000	78,508,040
Deferred Outflows of Resources:			
Deferred outflows related to pensions	1,075,360	-	1,075,360
Liabilities:			
Accounts payable and other current liabilities	609,592	323,583	933,175
Retainage payable	39,863	67,538	107,401
Interest payable	-	68,901	68,901
Unearned revenue	449,836	36,000	485,836
Noncurrent liabilities:			
Due within one year	348,705	516,152	864,857
Due in more than one year	765,308	11,735,604	12,500,912
Net pension liability	1,281,925	-	1,281,925
Total Liabilities	3,495,229	12,747,778	16,243,007
Deferred Inflows of Resources:			
Deferred inflows related to pensions:	698,465	-	698,465
Net Position:			
Net investment in capital assets	28,475,293	17,543,524	46,018,817
Restricted for:			
Emergencies	480,000	-	480,000
Parks and recreation	313,044	-	313,044
Debt service	-	1,249,195	1,249,195
Unrestricted	8,057,369	6,523,503	14,580,872
Total Net Position	37,325,706	25,316,222	62,641,928

CITY OF SALIDA, COLORADO
Statement of Activities
For the Year Ended December 31, 2021

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Assets		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	2,270,818	307,328	480,020	400,902	(1,082,568)	-	(1,082,568)
Public safety	4,371,506	208,595	10,083	-	(4,152,828)	-	(4,152,828)
Public works/Streets	2,591,055	96,372	441,805	-	(2,052,878)	-	(2,052,878)
Culture, parks and recreation	4,365,276	479,100	719,298	-	(3,166,878)	-	(3,166,878)
Interest on long-term debt	34,966	-	-	-	(34,966)	-	(34,966)
Total governmental activities	13,633,621	1,091,395	1,651,206	400,902	(10,490,118)	-	(10,490,118)
Business-type activities:							
Water	1,946,386	1,868,307	-	1,380,556	-	1,302,477	1,302,477
Sewer	2,947,512	1,696,724	-	1,236,129	-	(14,659)	(14,659)
Total business-type activities	4,893,898	3,565,031	-	2,616,685	-	1,287,818	1,287,818
Total Primary Government	18,527,519	4,656,426	1,651,206	3,017,587	(10,490,118)	1,287,818	(9,202,300)
General revenues:							
Taxes:							
Sales taxes					9,194,557	-	9,194,557
Sales taxes - County					3,207,757	-	3,207,757
Franchise taxes					351,746	-	351,746
Occupation taxes					467,235	-	467,235
Unrestricted investment earnings					(17,573)	(20,906)	(38,479)
Miscellaneous					300,283	-	300,283
Gain on sale of assets					-	600	600
Total general revenues, special items, and transfers					13,504,005	(20,306)	13,483,699
Change in Net Position					3,013,887	1,267,512	4,281,399
Net position - beginning					34,311,819	24,048,710	58,360,529
Net position - ending					37,325,706	25,316,222	62,641,928

The accompanying notes are an integral part of these financial statements.

FUND FINANCIAL STATEMENTS

CITY OF SALIDA, COLORADO
Balance Sheet
Governmental Funds
December 31, 2021

	General Fund	Street Fund	Economic Development Fund	Lodging Tax Fund	Conservation Trust Fund	Housing Fund	Capital Improvement Fund	Total Governmental Funds
Assets								
Cash and cash equivalents	6,082,175	967,250	144,988	-	312,114	117,611	95,211	7,719,349
Receivables, net:								
Taxes receivable	2,048,543	-	-	76,257	-	-	-	2,124,800
Accounts receivable	106,168	212,015	-	-	930	-	-	319,113
Intergovernmental	13,406	-	-	-	-	-	-	13,406
Due from other funds	76,257	-	2,200	-	-	-	-	78,457
Prepaid items	62,427	573	27,900	-	-	-	-	90,900
Total Assets	<u>8,388,976</u>	<u>1,179,838</u>	<u>175,088</u>	<u>76,257</u>	<u>313,044</u>	<u>117,611</u>	<u>95,211</u>	<u>10,346,025</u>
Liabilities:								
Accounts payable	276,971	97,833	-	-	-	-	39,107	413,911
Retainage payable	-	39,863	-	-	-	-	-	39,863
Due to other funds	2,200	-	-	76,257	-	-	-	78,457
Accrued wages and benefits	55,636	3,393	-	-	-	-	-	59,029
Accrued liabilities	11,917	-	-	-	-	-	-	11,917
Customer deposits	126,934	-	-	-	-	-	-	126,934
Unearned revenue	448,836	1,000	-	-	-	-	-	449,836
Total Liabilities	<u>922,494</u>	<u>142,089</u>	<u>-</u>	<u>76,257</u>	<u>-</u>	<u>-</u>	<u>39,107</u>	<u>1,179,947</u>
Fund Balances								
Nonspendable	62,427	573	27,900	-	-	-	-	90,900
Restricted for:								
Parks and recreation	-	-	-	-	313,044	-	-	313,044
Emergencies	480,000	-	-	-	-	-	-	480,000
Committed to:								
Operating reserve	2,010,234	182,967	144,008	-	-	-	-	2,337,209
Capital outlay	-	-	-	-	-	-	56,104	56,104
Public works	-	854,209	-	-	-	-	-	854,209
Community and economic development	-	-	3,180	-	-	-	-	3,180
Affordable housing	-	-	-	-	-	117,611	-	117,611
Unassigned	4,913,821	-	-	-	-	-	-	4,913,821
Total Fund Balances	<u>7,466,482</u>	<u>1,037,749</u>	<u>175,088</u>	<u>-</u>	<u>313,044</u>	<u>117,611</u>	<u>56,104</u>	<u>9,166,078</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>8,388,976</u>	<u>1,179,838</u>	<u>175,088</u>	<u>76,257</u>	<u>313,044</u>	<u>117,611</u>	<u>95,211</u>	<u>10,346,025</u>

The accompanying notes are an integral part of these financial statements.

CITY OF SALIDA, COLORADO
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
December 31, 2021

Total fund balances - governmental funds	9,166,078	
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.		
Governmental capital assets	51,069,024	
Accumulated depreciation	<u>(21,439,855)</u>	
		29,629,169
Long-term liabilities, are not due and payable in the current period and therefore are not reported in the funds.		
Capital leases	(754,295)	
Net pension liability	(1,281,925)	
Compensated absences	<u>(359,721)</u>	
		(2,395,941)
Deferred outflows and inflows of resources related to pensions and net pension assets are applicable to future reporting periods and therefore are not reported in the funds.		
Deferred outflows of resources	1,075,360	
Deferred inflows of resources	(698,465)	
Net pension asset	<u>549,505</u>	
		926,400
Total net position - governmental activities		<u><u>37,325,706</u></u>

CITY OF SALIDA, COLORADO
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Governmental Funds
For the Year Ended December 31, 2021

	General Fund	Street Fund	Economic Development Fund	Lodging Tax Fund	Conservation Trust Fund	Housing Fund	Capital Improvement Fund	Total Governmental Funds
REVENUES								
Taxes	5,684,660	2,942,204	183,888	467,235	-	-	735,551	10,013,538
Intergovernmental	3,963,179	285,466	-	-	74,039	648,000	367,980	5,338,664
Charges for services	699,405	-	-	-	-	46,870	-	746,275
Fines and forfeitures	49,037	-	-	-	-	-	-	49,037
Interest revenue	(22,138)	-	-	-	4,565	-	-	(17,573)
Insurance proceeds	173,131	-	-	-	-	-	-	173,131
Other revenues	313,356	10,970	-	-	-	-	25,100	349,426
Total Revenues	<u>10,860,630</u>	<u>3,238,640</u>	<u>183,888</u>	<u>467,235</u>	<u>78,604</u>	<u>694,870</u>	<u>1,128,631</u>	<u>16,652,498</u>
EXPENDITURES								
Current:								
General government	1,888,036	-	140,180	-	-	-	-	2,028,216
Public safety	4,086,886	-	-	-	-	-	-	4,086,886
Public works/streets	697,061	692,466	-	-	-	1,029,125	-	2,418,652
Culture, parks and recreation	2,433,578	-	-	-	-	-	-	2,433,578
Capital outlay	213,472	2,132,053	-	-	56,205	-	1,267,801	3,669,531
Debt service:								
Principal	212,540	-	-	-	-	-	-	212,540
Interest and fiscal charges	34,966	-	-	-	-	-	-	34,966
Total Expenditures	<u>9,566,539</u>	<u>2,824,519</u>	<u>140,180</u>	<u>-</u>	<u>56,205</u>	<u>1,029,125</u>	<u>1,267,801</u>	<u>14,884,369</u>
Excess of Revenues Over (Under) Expenditures	1,294,091	414,121	43,708	467,235	22,399	(334,255)	(139,170)	1,768,129
Other Financing Sources (Uses):								
Transfers in	467,235	-	-	-	-	381,125	136,370	984,730
Transfers out	(486,370)	-	(31,125)	(467,235)	-	-	-	(984,730)
Total Other Financing Sources (Uses)	<u>(19,135)</u>	<u>-</u>	<u>(31,125)</u>	<u>(467,235)</u>	<u>-</u>	<u>381,125</u>	<u>136,370</u>	<u>-</u>
Net change in fund balances	1,274,956	414,121	12,583	-	22,399	46,870	(2,800)	1,768,129
Fund balances, beginning of year	<u>6,191,526</u>	<u>623,628</u>	<u>162,505</u>	<u>-</u>	<u>290,645</u>	<u>70,741</u>	<u>58,904</u>	<u>7,397,949</u>
Fund balances, end of year	<u>7,466,482</u>	<u>1,037,749</u>	<u>175,088</u>	<u>-</u>	<u>313,044</u>	<u>117,611</u>	<u>56,104</u>	<u>9,166,078</u>

The accompanying notes are an integral part of these financial statements.

CITY OF SALIDA, COLORADO
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
For the Year Ended December 31, 2021

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		1,768,129
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the difference between depreciation expense and capital outlays in the current period.		
Capital outlay	3,096,406	
Depreciation expense	<u>(1,911,117)</u>	
		1,185,289
Governmental fund reports the loss from the sale of capital assets as an expense. However, in the statement of activities, the loss on the sale of capital assets is reported net of its net book value.		(73,147)
Repayment of long term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.		220,363
Pension contributions are reported as expenditures in the governmental funds when made. However, they are reported as deferred outflows of resources in the Statement of Net Position because the net pension liability is measured a year before the City's report date. Pension expense, which is the change in the net pension liability adjusted for changes in deferred outflows and inflows of resources related to pensions, is reported in the Statement of Activities.		
Pension expense (revenue)	<u>(4,247)</u>	
		(4,247)
Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		(82,500)
Change in net position of governmental activities		<u><u>3,013,887</u></u>

CITY OF SALIDA, COLORADO
Statement of Net Position
Proprietary Funds
December 31, 2021

	Water	Sewer	Combined Total
Assets			
Current assets:			
Cash	3,875,630	2,002,942	5,878,572
Restricted cash	-	1,249,195	1,249,195
Receivables (net of allowance)	536,617	410,648	947,265
Due from other governments	239,313	-	239,313
Prepays	31,123	4,201	35,324
Total current assets	<u>4,682,683</u>	<u>3,666,986</u>	<u>8,349,669</u>
Capital assets:			
Land	49,772	39,663	89,435
Water rights	1,391,521	-	1,391,521
Construction in progress	1,356,266	8,475	1,364,741
Plant and equipment	18,273,603	27,952,381	46,225,984
Accumulated depreciation	<u>(8,326,415)</u>	<u>(11,030,935)</u>	<u>(19,357,350)</u>
Total capital assets	<u>12,744,747</u>	<u>16,969,584</u>	<u>29,714,331</u>
Total Assets	<u>17,427,430</u>	<u>20,636,570</u>	<u>38,064,000</u>
Liabilities			
Current liabilities:			
Accounts payable	232,020	78,102	310,122
Accrued wages and benefits	6,191	7,270	13,461
Retainage payable	67,538	-	67,538
Interest payable	2,223	66,678	68,901
Unearned revenue	-	36,000	36,000
Accrued compensated absences - current	14,146	13,578	27,724
Loans, leases and bonds payable - current	<u>188,193</u>	<u>300,235</u>	<u>488,428</u>
Total current liabilities	<u>510,311</u>	<u>501,863</u>	<u>1,012,174</u>
Noncurrent liabilities:			
Accrued compensated absences	28,293	27,155	55,448
Loans, leases and bonds payable	<u>1,359,435</u>	<u>10,320,721</u>	<u>11,680,156</u>
Total noncurrent liabilities	<u>1,387,728</u>	<u>10,347,876</u>	<u>11,735,604</u>
Total liabilities	<u>1,898,039</u>	<u>10,849,739</u>	<u>12,747,778</u>
Net Position			
Net investment in capital assets	11,194,896	6,348,628	17,543,524
Restricted for debt service	-	1,249,195	1,249,195
Unrestricted	<u>4,334,495</u>	<u>2,189,008</u>	<u>6,523,503</u>
Total net position	<u>15,529,391</u>	<u>9,786,831</u>	<u>25,316,222</u>

CITY OF SALIDA, COLORADO
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended December 31, 2021

	Water	Wastewater	Combined Total
Operating Revenues			
Charges for services	1,859,628	1,632,030	3,491,658
Other revenues	8,679	64,694	73,373
Total operating revenues	<u>1,868,307</u>	<u>1,696,724</u>	<u>3,565,031</u>
Operating Expenses			
Administrative	172,838	149,044	321,882
Operations	665,855	1,229,910	1,895,765
Public Works	552,860	335,464	888,324
Depreciation	512,619	960,775	1,473,394
Total operating expenses	<u>1,904,172</u>	<u>2,675,193</u>	<u>4,579,365</u>
Operating Income (loss)	<u>(35,865)</u>	<u>(978,469)</u>	<u>(1,014,334)</u>
Non-Operating Revenues (Expenses)			
Investment earnings (loss)	(10,651)	(10,255)	(20,906)
Interest expense and fiscal charges	(42,214)	(272,319)	(314,533)
Total non-operating revenue (expenses)	<u>(52,865)</u>	<u>(282,574)</u>	<u>(335,439)</u>
Income (loss) before contributions and transfers	(88,730)	(1,261,043)	(1,349,773)
Capital Contributions, Grants and Transfers:			
Development fees and other capital revenue	1,141,243	1,236,129	2,377,372
Capital grants	239,313	-	239,313
Gain (Loss) on sale of assets	-	600	600
Total capital contributions, grants and transfers	<u>1,380,556</u>	<u>1,236,729</u>	<u>2,617,285</u>
Change in net position	1,291,826	(24,314)	1,267,512
Net Position, beginning of year	<u>14,237,565</u>	<u>9,811,145</u>	<u>24,048,710</u>
Net position, end of year	<u><u>15,529,391</u></u>	<u><u>9,786,831</u></u>	<u><u>25,316,222</u></u>

CITY OF SALIDA, COLORADO
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2021

	Water	Sewer	Combined Total
Cash Flows From Operating Activities:			
Cash received from customers, service fees	1,704,384	1,550,742	3,255,126
Cash paid to suppliers	(483,318)	(1,042,798)	(1,526,116)
Cash paid to employees	(640,345)	(672,436)	(1,312,781)
Net Cash Provided by Operating Activities	<u>580,721</u>	<u>(164,492)</u>	<u>416,229</u>
Cash Flows From Capital and Related Financing Activities:			
Purchase of capital assets	(1,525,310)	(439,190)	(1,964,500)
(Gain) Loss on sale of assets	-	600	600
Principal paid on long-term debt	(196,359)	(292,313)	(488,672)
Interest paid	(42,395)	(275,445)	(317,840)
Development fees and other capital revenue	1,141,243	1,236,129	2,377,372
Capital grants	8,000	-	8,000
Net cash flows from capital and related financing activities	<u>(614,821)</u>	<u>229,781</u>	<u>(385,040)</u>
Cash Flows From Investing Activities			
Investment earnings (loss)	<u>(10,651)</u>	<u>(10,255)</u>	<u>(20,906)</u>
Net change in cash and cash equivalents	(44,751)	55,034	10,283
Cash and cash equivalents, beginning of year	<u>3,920,381</u>	<u>3,197,103</u>	<u>7,117,484</u>
Cash and Cash Equivalents, End of Year	<u><u>3,875,630</u></u>	<u><u>3,252,137</u></u>	<u><u>7,127,767</u></u>
Reconciliation of Operating Income to net cash provided by operating activities:			
Net operating income/(loss)	<u>(35,865)</u>	<u>(978,469)</u>	<u>(1,014,334)</u>
Adjustments to reconcile net income/(loss) to net cash provided by operating activities			
Depreciation/amortization	512,619	960,775	1,473,394
Changes in operating assets and liabilities			
(Increase)/decrease in accounts receivable	(163,923)	(139,982)	(303,905)
(Increase)/decrease in prepaids	(2,521)	(2,961)	(5,482)
Increase/(decrease) in payables	192,812	(8,531)	184,281
Increase/(decrease) in accrued liabilities	77,599	10,676	88,275
Increase/(decrease) in unearned revenue	-	(6,000)	(6,000)
Total adjustments	<u>616,586</u>	<u>813,977</u>	<u>1,430,563</u>
Net cash flows from operating activities	<u><u>580,721</u></u>	<u><u>(164,492)</u></u>	<u><u>416,229</u></u>

NOTES TO THE FINANCIAL STATEMENTS

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021

I. Summary of Significant Accounting Policies

The City of Salida, Colorado (the "City"), was incorporated under the laws of the State of Colorado. An elected Mayor and City Council are responsible for setting policy, appointing administrative personnel and adopting an annual budget in accordance with state statutes. The City's major operations include police and fire protection, road maintenance, utilities, culture and recreation.

The City's financial statements are prepared in accordance with generally accepted accounting principles ("GAAP"). The Governmental Accounting Standards Board ("GASB") is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established by GAAP used by the City are discussed below.

A. Reporting Entity

The reporting entity consists of (a) the primary government; i.e., the City, and (b) organizations for which the City is financially accountable. The City is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization's governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the City. Consideration is also given to other organizations, which are fiscally dependent; i.e., unable to adopt a budget, levy taxes, or issue debt without approval by the City. Organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete are also included in the reporting entity.

Based on the criteria above, the City is not financially accountable to any other entity and the City is not a component unit of any other government.

B. Government-wide and Fund Financial Statements

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The City's police and fire protection, road maintenance, culture and recreation, and administration are classified as governmental activities. The City's utilities are classified as business activities.

1. Government-wide Financial Statements

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The City's net position is reported in three parts - invested in capital assets, net of related debt; restricted net position; and unrestricted net position.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

I. Summary of Significant Accounting Policies (continued)

B. Government-wide and Fund Financial Statements (continued)

1. Government-wide Financial Statements (continued)

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions and business-type activities (public safety, highways and streets, utilities, etc.). The functions are also supported by general government revenues (Sales and franchise taxes, intergovernmental revenue, fines and permits, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function (police, roads, etc.) or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The net costs (by function or business-type activity) are normally covered by general revenue (sales and franchise taxes, interest income, etc.).

The government-wide focus is on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

2. Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses.

The fund focus is on current available resources and budget compliance.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The City reports the following special revenue funds:

The *Streets Fund* accounts for sales taxes to be used solely for the construction, operating, maintenance and repair of city streets and street-related infrastructure.

The *Economic Development Fund* accounts for sales taxes to be used for economic development purposes.

The *Lodging Tax Fund* accounts for revenues derived from lodging taxes to be used primarily for capital improvements and operations expenses for parks and recreation and arts facilities.

The *Conservation Trust Fund* accounts for lottery proceeds required to be expended solely on park and recreation improvements.

The *Housing Fund* accounts for inclusionary housing fee in lieu revenues required to be expended on affordable housing projects.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

I. Summary of Significant Accounting Policies (continued)

B. Government-wide and Fund Financial Statements (continued)

2. Fund Financial Statements (Continued)

The *Capital Improvement Fund* is a capital project fund that accounts for sales taxes to be used to provide capital improvements, other than streets.

The City reports the following proprietary or business-type funds:

The *Water Fund* accounts for the delivery of water to the citizens of the City.

The *Wastewater Fund* accounts for sewer service to the citizens of the City.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus). Basis of accounting refers to the point at which revenues, expenditures, or expenses are recognized in the accounts and reported in the financial statements. Financial statement presentation refers to classification of revenues by source and expenses by function.

1. Long-term Economic Focus and Accrual Basis

Both governmental and business-type activities in the government-wide financial statements and the proprietary and fiduciary fund financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows.

2. Current Financial Focus and Modified Accrual Basis

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period (within 60 days after December 31). A few exceptions to this general rule involve the treatment of expenditure-driven grants, accrued interest and reimbursement of expenditures. Expenditure driven grants are recognized as revenue when qualified expenditures have been incurred and all other grant requirements have been met. Accrued interest at year-end is recorded as a receivable even if not paid within the 60 day timeframe. Finally, a reimbursement of expense is recorded in the period the original expenditures were incurred if the reimbursement amount is measurable within 60 days after December 31. Sales taxes, intergovernmental revenues, other taxes, and investment income associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general long-term debt, if any, is recognized when due.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

I. Summary of Significant Accounting Policies (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

3. Financial Statement Presentation

Amounts reported as program revenues include 1) charges to customers for goods and services provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Financial Statement Accounts

1. Cash, Cash Equivalents and Investments

Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within 3 months of the date acquired by the City.

Investments are stated at fair value, net asset value, or amortized cost. The change in fair value, net asset value, or amortized cost of investments is recognized as an increase or decrease to investment assets and investment income.

Colorado state statutes permit investments in the following type of obligations:

- U.S. Treasury Obligations (maximum maturity of 60 months)
- Federal Instrumentality Securities (maximum maturity of 60 months)
- FDIC-insured Certificates of Deposit (maximum maturity of 18 months)
- Corporate Bonds (maximum maturity of 36 months)
- Prime Commercial Paper (maximum maturity of 9 months)
- Eligible Bankers Acceptances
- Repurchase Agreements
- General Obligations and Revenue Obligations
- Local Government Investment Pools
- Money Market Mutual Funds

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts

2. Receivables

Receivables are reported net of an allowance for uncollectible accounts.

3. Interfund Receivables and Payables

Balances at year-end between funds are reported as "due to / from other funds" in the fund financial statements. Any residual balances not eliminated between the governmental and business-type activities are reported as "internal balances" in the government-wide financial statements.

4. Prepaid Expenses

Prepaid expenses are amounts paid in the current year for expenses related to subsequent years. The expense is recorded in the year in which services are consumed.

5. Inventory

Inventory consists of supplies for the City's use and is carried at cost using the first-in, first-out method. The cost of inventory items is recorded as an expenditure/expense in the funds when consumed.

6. Capital Assets

Capital assets, which include land, buildings, equipment, vehicles, and infrastructure assets, are reported in the applicable governmental or business-type activity columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial cost of \$5,000 or more and an estimated useful life in excess of two years. Such assets are recorded at historical cost. Donated capital assets are recorded at acquisition value at the date of donation.

Capital outlay for projects is capitalized as projects are constructed. Interest incurred during the construction phase is capitalized as part of the value of the assets constructed in the business-type activities.

Infrastructure, buildings, and equipment are depreciated using the straight line method over the following estimated useful lives:

Asset	Years
Infrastructure	40
Buildings and improvements	20 - 40
Distribution systems	10 - 50
Equipment and vehicles	5 - 10

7. Compensated Absences

Earned but unused paid time off benefits are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for the amounts is reported in governmental funds only if they are required to be paid out within 60 days of year-end.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

8. Pensions

The City participates in the Statewide Defined Benefit Plan, administered by the Fire and Police Pension Association of Colorado ("FPPA"). The Statewide Defined Benefit Plan is a cost-sharing multiple-employer defined benefit pension plan. The City also sponsors the fire and police "old hire" single employer defined plan. The net pension asset (liability), deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the plans have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

9. Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has one item that qualifies for reporting in this category, which is the pension-related deferred outflows reported in the government-wide statement of net position.

10. Deferred Inflows of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for this type of reporting, pension-related deferred inflows.

11. Fund Balance

The City classifies governmental fund balances as follows:

Non-spendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements.

Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority which is the City Council. The City Council must take formal action through either an ordinance or resolution – both of which are equally binding – to establish, modify, or rescind committed fund balance amounts.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

11. Fund Balance (continued)

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the City Council or its management designee.

Unassigned - includes residual positive fund balance within the General Fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The City requires restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City first uses committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The City has adopted a minimum fund balance policy, which includes the following requirements:

1. A General Fund reserve of 25% of the previous year's operating expenditures. Amount may be modified by Council upon analysis of trends and forecast along with any likely or known factors that would reduce the City's revenue.
2. A Street Fund reserve of 25% of the previous year's operating expenditures. Amount may be modified by Council upon analysis of trends and forecast along with any likely or known factors that would reduce the City's revenue. It is possible that this fund balance could grow as funds are saved up for large maintenance projects.
3. An Economic Development reserve of 25% of previous year's operating expenditures.
4. A Water and Wastewater reserve of 25% of the previous year's operating expenditures should be maintained for operations. For capital, reserves should accumulate for future debt service payments and in anticipation of future capital needs.

E. Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

II. Reconciliation of Government-wide and Fund Financial Statements

A. Explanation of certain differences between the governmental fund Balance Sheet and the government-wide Statement of Net Position

The governmental fund Balance Sheet includes reconciliation between *fund balance – total governmental funds* and *net position of governmental activities* as reported in the government-wide Statement of Net Position. One element of that reconciliation explains that “Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds”. The \$29,629,169 difference is related to capital assets of \$51,069,024 less accumulated depreciation of \$21,439,855.

B. Explanation of certain differences between the governmental fund Statement of Revenue, Expenditures and Changes in Fund Balances and the government-wide Statement of Activities

The governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances includes reconciliation between *net change in fund balances of governmental funds* and *changes in net position of governmental activities* as reported in the government-wide Statement of Activities.

III. Stewardship, Compliance, and Accountability

A. Budgetary Information

Budgets are adopted on a basis consistent with generally accepted accounting principles, except for the proprietary funds. Annual appropriations are adopted for all funds. Expenditures may not legally exceed appropriations at the fund level. All appropriations lapse at year end.

As required by Colorado Statutes, the City followed the required timetable noted below in preparing, approving, and enacting its budget for 2021.

1. The Mayor, or other qualified person appointed by the Council, submitted to the Council, on or before October 15, 2020, a recommended budget which detailed available revenues to meet the City's operating requirements.
2. Prior to December 15, 2020, a public hearing was held for the budget, and the Council adopted the proposed budget and an appropriating ordinance that legally appropriated expenditures for the upcoming year.
3. After adoption of the budget resolution, the City may make the following changes:
a) it may transfer appropriated money between funds; b) approve supplemental appropriations to the extent of revenues in excess of estimated revenues in the budget; c) approve emergency appropriations; and d) reduce appropriations for which originally estimated revenues are insufficient.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is not employed by the City because it is at present considered not necessary to assure effective budgetary control or to facilitate effective cash planning and control.

For the year ended December 31, 2021, expenditures exceeded appropriations in the Sewer fund by \$115,504. This may be a violation of Colorado budget law.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

III. Stewardship, Compliance, and Accountability (continued)

B. TABOR Amendment

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding Section 20; commonly known as the Taxpayer's Bill of Rights ("TABOR"). TABOR contains revenue, spending, tax and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate increase, mill levy above that for the prior year, extension of any expiring tax, or tax policy change directly causing a net tax revenue gain to any local government.

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish an emergency reserve to be used for declared emergencies only. The reserve is calculated at 3% of fiscal year spending. Fiscal year spending excludes bonded debt service and enterprise spending. The City has reserved \$480,000, which is the approximate required reserve at December 31, 2021.

The City's voters approved a ballot question which will allow the City to collect, retain, and expend the full proceeds of the County's and City's sales and taxes, grants, revenue from the State of Colorado, admission charges from the Salida Hot Springs Swimming Pool, and fines and court costs imposed by the Salida Municipal Court, without increasing or adding taxes of any kind, and notwithstanding any State restrictions on fiscal year spending, including without limitation the restrictions of Article X, Section 20 of the Colorado Constitution, from the date of January 1, 1993, and thereafter.

On November 4, 2008, the City's voters approved the following ballot questions:

"Shall the City of Salida sales tax be increased by not more than \$1,500,000 in the first full fiscal year, and by such additional amounts as are generated annually thereafter, by an increase in City sales tax by one percent (1.0%) from two percent (2.0%) to three percent (3.0%) total, which increase shall take effect on January 1, 2009, and which revenues therefore, together with investment earnings thereon, shall be used solely for construction, operation, maintenance, and repair of roads and other public infrastructure of the City, and shall such revenues be collected by the City as a voter approved revenue change and tax policy change, notwithstanding any applicable revenue or expenditure limitation imposed by Article X, Section 20 of the Colorado Constitution. C.R.S. Section 29-1-301, or any other law, and shall the City of Salida's property tax be repealed?"

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

III. Stewardship, Compliance, and Accountability (continued)

B. TABOR Amendment (continued)

“Shall the City of Salida’s taxes be increased by an estimated \$800,000 annually (First fiscal year increase) or such other amount that may be collected thereafter by the imposition of an occupational lodging tax on the leasing or renting of rooms or other accommodations in commercial lodging within the City for less than 30 days at a rate of \$4.82 per night per occupied room, commencing January 1, 2009, the proceeds of such tax, together with investment earnings thereon, shall be used primarily for capital improvements and operations expenses for parks and recreation and arts facilities in the City, including, without limitation, the aquatic center and SteamPlant theater, and shall such revenues be collected by the City of Salida as a voter approved revenue change and tax policy change, notwithstanding any revenue or expenditure limitation set forth in Article X, Section 20 of the Colorado Constitution, C.R.S. Section 29-1-301, or any other law?”

On November 7, 2017, the City’s voters approved the following ballot question:

“Without raising tax rates or levying any new tax, shall the City of Salida be authorized to collect, keep and send the revenues it receives from all sources commencing on January 1, 2017 as a voter approved revenue change pursuant to the Article X, Section 20 of the Colorado Constitution.”

The City’s management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

IV. Detailed Notes on All Funds

A. Deposits and Investments

The City’s deposits are entirely covered by federal depository insurance (“FDIC”) or by collateral held under Colorado’s Public Deposit Protection Act (“PDPA”). The FDIC insures the first \$250,000 of the City’s deposits at each financial institution. Deposit balances over \$250,000 are collateralized as required by PDPA.

Fair Value of Investments

The City measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

A. Deposits and Investments (continued)

At December 31, 2021, the City had the following recurring fair value measurements.

Investments Measured at Fair Value	Total	Fair Value Measurements Using		
		Level 1	Level 2	Level 3
Certificates of deposit	\$ 1,899,116	\$ -	\$ 1,899,116	\$ -
U.S. government agency securities	6,348,077	-	6,348,077	-
U.S. treasuries	999,960	-	999,960	-
Corporate bonds	790,575	-	790,575	-
Money market	4,025,460	4,025,460	-	-
Total	<u>\$ 14,063,188</u>	<u>\$ 4,025,460</u>	<u>\$ 10,037,728</u>	<u>\$ -</u>
Investments Measured at Net Asset Value				
CSIP		\$ 328,297		
Total		<u>\$ 328,297</u>		

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Agencies: quoted prices for identical securities in markets that are not active;
- Negotiable Certificates of Deposit: matrix pricing based on the securities' relationship to benchmark quoted prices;
- Money Market Funds: published fair value per share (unit) for each fund.

The Investment Pool represents investments in CSIP. The fair value of the pool is determined by the pool's share price. They operate similarly to a money market fund and each share is equal in value to \$1. The City has no regulatory oversight for the pool. At December 31, 2021, the City's investments in CSIP were 2% of the City's investment portfolio respectively.

Interest Rate Risk. As a means of limiting its exposure to interest rate risk, the City diversifies its investments by security type and institution, and limits holdings in any one type of investment with any one issuer and type of issuer. The City coordinates its investment maturities to closely match cash flow needs and restricts the maximum investment term to less than five years (less in some cases) from the purchase date. As a result of the limited length of maturities the City has limited its interest rate risk.

Credit Risk. City investment policy limits investments to those authorized by State statutes as listed in Note 1C. The City's general investment policy is to apply the prudent-person rule: investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and, in general, avoid speculative investments.

Concentration of Credit Risk. The City diversifies its investments by security type and institution. Financial institutions holding City funds must provide the City a copy of the certificate from the Banking Authority that states that the institution is an eligible public depository.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

A. Deposits and Investments (continued)

The City had the following cash and investments with the following maturities:

	Standard & Poors Rating	Carrying Amounts	Less than one year	Less than five years
<i>Deposits:</i>				
Cash on hand	<i>Not Rated</i>	\$ 3,770	\$ 3,770	\$ -
Checking and savings	<i>Not Rated</i>	449,659	449,659	-
CD	<i>Not Rated</i>	1,899,116	410,381	1,488,735
<i>Investments:</i>				
Pools	<i>AAAm</i>	328,297	328,297	-
U.S. agencies	<i>AA+</i>	6,348,077	6,348,077	-
U.S. treasuries	<i>AA+</i>	999,960	999,960	-
Corporate bonds	<i>AA-</i>	790,575	302,736	487,839
Money Market	<i>AAAm</i>	4,025,460	4,025,460	-
Total		<u>\$ 14,844,914</u>		

The City's cash and investments are presented on the Statement of Net Position as follows:

	Governmental Activities	Business- type Activities	Total
Cash and investments	\$ 7,717,147	\$ 5,878,572	\$ 13,595,719
Restricted cash	-	1,249,195	1,249,195
Total	<u>\$ 7,717,147</u>	<u>\$ 7,127,767</u>	<u>\$ 14,844,914</u>

B. Receivables

Receivables as of December 31, 2021, for the City's funds, including applicable allowances for uncollectible accounts, are as follows:

	General	Street	Lodging Tax	Conservation Trust	Water	Sewer	Total
Receivables:							
Taxes	\$ 2,048,543	\$ -	\$ 76,257	\$ -	\$ -	\$ -	\$ 2,124,800
Accounts	106,168	212,015	-	930	536,617	410,648	1,266,378
Intergovernmental	13,406	-	-	-	239,313	-	252,719
Gross receivables	<u>2,168,117</u>	<u>212,015</u>	<u>76,257</u>	<u>930</u>	<u>775,930</u>	<u>410,648</u>	<u>3,643,897</u>
Less: allowance for uncollectible	-	-	-	-	-	-	-
Net receivables	<u>\$ 2,168,117</u>	<u>\$ 212,015</u>	<u>\$ 76,257</u>	<u>\$ 930</u>	<u>\$ 775,930</u>	<u>\$ 410,648</u>	<u>\$ 3,643,897</u>

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

C. Capital Assets

Capital asset activity for the year ended December 31, 2021 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital assets, not being depreciated:				
Land	\$ 4,722,477	316,310	(10,573)	5,028,214
Construction in progress	411,889	1,307,158	(1,482,564)	236,483
Total capital assets, not being depreciated	<u>5,134,366</u>	<u>1,623,468</u>	<u>(1,493,137)</u>	<u>5,264,697</u>
Capital assets, being depreciated:				
Buildings	15,113,560	-	(4,499)	15,109,061
Park land and improvements	5,543,552	857,203	-	6,400,755
Vehicles	3,200,659	57,226	(256,853)	3,001,032
Equipment	2,119,647	212,599	(77,236)	2,255,010
Infrastructure	17,186,002	1,801,874	-	18,987,876
Software and other intangibles	50,593	-	-	50,593
Total capital assets being depreciated	<u>43,214,013</u>	<u>2,928,902</u>	<u>(338,588)</u>	<u>45,804,327</u>
Less accumulated depreciation for:				
Buildings	(7,573,493)	(422,496)	4,304	(7,991,685)
Park land and improvements	(2,468,396)	(270,396)	-	(2,738,792)
Vehicles	(2,311,585)	(155,098)	233,853	(2,232,830)
Equipment	(1,257,927)	(197,600)	64,461	(1,391,066)
Infrastructure	(6,175,731)	(863,519)	-	(7,039,250)
Software and other intangibles	(44,224)	(2,008)	-	(46,232)
Total accumulated depreciation	<u>(19,831,356)</u>	<u>(1,911,117)</u>	<u>302,618</u>	<u>(21,439,855)</u>
Total capital assets, being depreciated, net	<u>23,382,657</u>	<u>1,017,785</u>	<u>(35,970)</u>	<u>24,364,472</u>
Governmental activities capital assets, net	<u>\$ 28,517,023</u>	<u>2,641,253</u>	<u>(1,529,107)</u>	<u>29,629,169</u>

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CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

C. Capital Assets (continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities:				
Capital assets, not being depreciated:				
Land	\$ 89,435	-	-	89,435
Water rights	1,391,521	-	-	1,391,521
Construction in progress	150,965	1,369,317	(155,542)	1,364,740
Total capital assets, not being depreciated	<u>1,631,921</u>	<u>1,369,317</u>	<u>(155,542)</u>	<u>2,845,696</u>
Capital assets, being depreciated:				
Lines	14,238,672	520,586	-	14,759,258
Structures	15,484,238	-	-	15,484,238
Land improvements	697,266	-	-	697,266
Equipment and vehicles	15,154,006	200,917	(69,700)	15,285,223
Total capital assets being depreciated	<u>45,574,182</u>	<u>721,503</u>	<u>(69,700)</u>	<u>46,225,985</u>
Less accumulated depreciation for:				
Lines	(5,579,321)	(314,484)	-	(5,893,805)
Structures	(5,993,698)	(477,138)	-	(6,470,836)
Land improvements	(287,651)	(39,792)	-	(327,443)
Equipment and vehicles	(6,092,986)	(641,980)	69,700	(6,665,266)
Total accumulated depreciation	<u>(17,953,656)</u>	<u>(1,473,394)</u>	<u>69,700</u>	<u>(19,357,350)</u>
Total capital assets, being depreciated, net	<u>27,620,526</u>	<u>(751,891)</u>	<u>-</u>	<u>26,868,635</u>
Business-type activities capital assets, net	<u><u>\$ 29,252,447</u></u>	<u><u>617,426</u></u>	<u><u>(155,542)</u></u>	<u><u>29,714,331</u></u>

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CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

C. Capital Assets (continued)

Depreciation expense was charged to functions of the primary government as follows:

Governmental activities:

General government	\$ 128,097
Public safety	212,612
Public works	989,311
Culture and recreation	581,097
Total depreciation expense - governmental activities	\$ 1,911,117

Business-type activities:

Water	\$ 512,619
Sewer	960,775
Total depreciation expense - business-type activities	\$ 1,473,394

D. Interfund Receivables, Payables, and Transfers

There were no interfund receivables or payables as of December 31, 2021.

Transfers were as follows:

	In	Out	Purpose
General Fund	467,235	486,370	From Steamplant and Lodging
Capital Improvement	136,370	-	To fund capital projects
Economic Development	-	31,125	To Housing Fund
Lodging	-	467,235	To fund General Fund
Housing	381,125	-	From General Fund and Economic Development
Total	\$ 984,730	\$ 984,730	

E. Long-term Liabilities

1. Lease Purchase – Community Services Complex 2008 and 2009

On September 1, 2008, the City entered into a \$1,975,000 lease purchase agreement with Capital One Public Funding. The lease payments were amended in March 2012 and requires monthly payments of \$13,486 and bears an interest rate of 3.40%. The lease matures on February 15, 2026. Proceeds from the lease were used for construction of a new police station and are secured by the land on which the station was constructed.

2. Lease Purchase – Equipment

On August 3, 2018, the City entered into a \$161,723 lease to purchase radio equipment for the Police, Fire, and Public Works departments. The lease requires five annual payments of \$35,484 and bears an interest rate of 4.722%. The lease matures August 15, 2022.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

E. Long-term Liabilities (continued)

2. Lease Purchase – Equipment (continued)

On June 21, 2019, the City entered into a \$255,835 lease to purchase a mechanical sweeper for the Public Works department. The lease requires five annual payments of \$56,251 and bears an interest rate of 4.2%. The lease matures October 21, 2023.

On February 15, 2020, the City entered into a \$542,177 lease to purchase a Vacuum Truck and Sewer Camera for the Sewer Fund. The lease requires seven annual payments of \$87,274 and bears an interest rate of 3.36%. The lease matures October 15, 2026.

The net book value of the assets acquired through a capital lease is computed as follows at December 31, 2021:

Cost	\$ 2,934,735
Less: accumulated depreciation	(1,113,502)
Net book value	<u>\$ 1,821,233</u>

3. Water and Sewer Enterprise Revenue Refunding Bonds 2016

On December 6, 2016, the City issued Water and Sewer Enterprise Revenue Refunding Bonds, Series 2016, in the principal amount of \$1,535,000. Proceeds from the 2016 Bonds were used to advance refund a portion of the City's Water and Sewer Refunding and Improvement Revenue Bonds, Series 2004. As a result, the refunded 2004 bonds are considered to be defeased, and the City realized a net present value on the refunding of \$135,476.

The 2016 bonds require variable annual principal payments ranging from \$110,000 to \$155,000. Interest payments are payable semi-annually on June 1 and December 1 through 2027 and bear an interest rate of 2.16%. As of December 31, 2021, the City has reserved \$166,416 for the bonds.

4. Water and Sewer Revenue Bond, Series 2013

In March 2013, the City issued Water and Sewer Revenue Bonds, Series 2013, in the principal amount of \$12,103,000, which are owned by the United States Department of Agriculture. The note requires semi-annual payments of \$240,242 due March 27 and September 27 and bears interest at 2.5%. The note matures September 27, 2052. The proceeds were used to upgrade the wastewater treatment plant.

The 2013 bonds require the City to maintain a debt service reserve and asset management reserve equal to 10% of the monthly payment each month over the life of the bonds until one annual installment is accumulated. The bonds also require a reserve equal to the lesser of the combined maximum annual principal. As of December 31, 2021, the City has reserved \$1,082,779 for the bonds.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

E. Long-term Liabilities (continued)

5. Colorado Water Resources and Power Development Authority Note

On December 21, 2011, the City entered into a \$545,000 non-interest-bearing note with the Colorado Water Resources and Power Development Authority. The note requires semi-annual payments of \$13,625 due November 1 and May 1. The note matures May 1, 2032. The proceeds were for the necessary repairs to the water treatment facility.

The Colorado Water Resources and Power Development Authority Loan Agreement sets forth certain covenants and restrictions. As of December 31, 2016, the City appears to be in compliance with all covenants and restrictions as set forth in Exhibit A and Exhibit F, Additional Covenants and Requirements.

Rate Covenant: The City shall establish and collect such rates, fees, and charges for the use or the sale of the products and services of the System as, together with other moneys available therefore, are expected to produce Gross revenue for each calendar year that will be at least sufficient for such calendar year to pay the sum of estimated operation and maintenance expenses, 110% of the debt service coming due on the bond during the calendar year and other debt service requirements. Gross revenue as defined in Para (3) of Exhibit A to the Loan Agreement is all income and revenues directly or indirectly derived by the government agency for the operation and use of the system, including investment income, but excluding, property taxes and grants received for capital improvements.

Total Gross Revenue requirement \$ 1,229,598

Total water fund revenues, excluding capital grants \$1,868,307

Excess (deficiency) of gross revenues \$ 638,709

6. 2017 CWRPDA Loan – Drinking Water Revolving Fund

On February 28, 2017, the City entered into a \$1,505,000 note with CWRPDA for the purposes of installing a UV disinfection system. The note requires semi-annual payments of \$18,622, and are due May 1 and November 1, bearing interest at 1% per annum. The note matures November 1, 2037. As of December 31, 2019, payments were amended to semiannual payments of \$12,253 due May and November 1 on debt balance of \$401,911, net of draws, forgiven debts, and rescissions. The City had no remaining authorized but unissued debt.

7. 2021 CWRPDA Loan

On June 15, 2021, the City entered into a \$4,184,000 note with CWRPDA for the purpose of replacing an existing water transmission main and improvements at the treatment plant, including replacement of the pump station and disinfection facilities. The note requires semi-annual payments of \$123,689, and are due May 1 and November 1, bearing interest at 1% per annum. The note matures November 1, 2041. As of December 31, 2021, no draws were made on the loan and no balance was due. The City had \$4,184,000 authorized and unissued debt as of year end. The loan is subject to a rate covenant described in Note IV.E.5.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

E. Long-term Liabilities (continued)

8. Schedule of Debt Service Requirements

Year ending December 31	Governmental Activities			Business Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 228,798	24,769	253,567	\$ 488,220	290,526	778,746
2023	202,077	16,005	218,082	506,861	279,115	785,976
2024	153,209	8,623	161,832	515,431	267,259	782,690
2025	155,592	6,240	161,832	524,282	255,168	779,450
2026	14,616	62	14,678	538,375	242,835	781,210
2027 - 2032	-	-	-	2,077,356	1,260,806	3,338,162
2033 - 2037	-	-	-	1,682,738	842,212	2,524,950
2038 - 2042	-	-	-	1,770,318	632,102	2,402,420
2043 - 2047	-	-	-	2,004,479	397,941	2,402,420
2048 - 2052	-	-	-	2,060,524	132,806	2,193,330
	<u>754,292</u>	<u>55,699</u>	<u>809,991</u>	<u>12,168,584</u>	<u>4,600,770</u>	<u>16,769,354</u>

9. Accrued Compensated Absences

Earned but unused paid time off benefits amounted to \$359,721 in governmental activities and \$55,448 in business-type activities at December 31, 2021.

10. Schedule of Changes in Long-term Liabilities

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Capital leases	\$ 974,656	-	(220,364)	754,292	228,798
Net pension liability	1,234,184	47,741	-	1,281,925	-
Accrued compensated absences	277,221	416,633	(334,133)	359,721	119,907
Total Governmental Activities					
Long-term Liabilities	<u>\$ 2,486,061</u>	<u>464,374</u>	<u>(554,497)</u>	<u>2,395,938</u>	<u>348,705</u>
Business-type Activities:					
2001 DOLA Note Payable	\$ 13,374	-	(13,374)	-	-
2011 CWRPDA Loan	313,375	-	(27,250)	286,125	27,250
2013 Water and Sewer Revenue Bonds	10,446,071	-	(220,734)	10,225,337	226,252
2016 Water and Sewer Revenue Bonds	1,035,000	-	(135,000)	900,000	140,000
2017 CWRPDA DWRF Loan	382,238	-	(20,735)	361,503	20,735
Capital leases	467,198	-	(71,579)	395,619	73,983
Accrued compensated absences	67,154	96,331	(80,313)	83,172	27,932
Total Business-type Activities					
Long-term Liabilities	<u>\$ 12,724,410</u>	<u>96,331</u>	<u>(568,985)</u>	<u>12,251,756</u>	<u>516,152</u>

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

1. FPPA Statewide Defined Benefit Plan ("SWDB")

Plan Description. The Plan is a cost-sharing multiple-employer defined benefit pension plan covering substantially all full-time employees of participating fire or police departments in Colorado hired on or after April 8, 1978 (New Hires), provided they are not already covered by a statutorily exempt plan. As of August 5, 2003, the Plan may include clerical and other personnel from fire districts whose services are auxiliary to fire protection. The plan became effective January 1, 1980.

The plan assets are included in the Fire & Police Members' Benefit Investment Fund and the Fire & Police Members' Self-Director Investment Fund (for Deferred Retirement Option Plan ("DROP") assets and Separate Retirement Account assets from eligible retired members).

Contributions. Through December 31, 2020, contribution rates for the SWDB plan are set by state statute. Member contribution rates can be amended by state statute or election of the membership. Effective January 1, 2021, contribution rates may be increased by the FPPA Board of Directors upon approval through an election by both the employers and members.

In 2014, the members elected to increase the member contribution rate 0.5% annually from 2015 through 2022 to a total of 12% of base salary. Employer contributions will increase 0.5% annually beginning in 2021 through 2030 to a total of 13%. In 2020, employees and employers are contributing at a rate of 11% and 8%, respectively, of base salary for a total contribution rate of 19%.

Contributions from members and employers of plans reentering the system are established by resolution and approved by the FPPA Board of Directors. The reentry group has a combined contribution rate of 23% and 23.5% of pensionable earnings in 2020 and 2021, respectively. It is a local decision as to whether the member or employer pays the additional 4 percent contribution. The member and employer contribution rates will increase through 2030 as described above for the non-reentering departments. Effective January 1, 2021, reentry departments may submit a resolution to the FPPA Board of Directors to reduce the additional 4% contribution to the plan for reentry contributions. Each reentry department is responsible to remit contributions to the plan in accordance with their most recent FPPA Board of Directors approved resolution.

The contribution rate for members and employers of affiliated social security employers is 5.5% and 4% of base salary for a total contribution rate of 9.5% in 2020 and 9.75% in 2021. Per the 2014 member election, the affiliated social security group will also have their required member contribution rate increase 0.25% annually beginning in 2015 through 2022 to a total of 6% of base salary. Employer contributions are 4% and 4.25% in 2020 and 2021, respectively. Employer contributions will increase 0.25% annually beginning in 2021 through 2030 to a total of 6.5% of pensionable earnings.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Benefits. On May 23, 1983, the Colorado Revised Statutes were amended to allow the Trustees of the Plan to change the retirement age on an annual basis, depending upon the results of the actuarial valuation and other circumstances. The amended statutes state that retirement age should not be less than age 55 or more than age 60. The Trustees subsequently elected to amend the retirement provisions, effective July 1, 1983, such that any member with at least 25 years of service may retire at any time after age 55 and shall be eligible for a normal retirement pension. Effective January 1, 2021, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50.

The annual normal retirement benefit is 2% of the average of the member's highest three years' base salary for each year of credited service up to ten years, plus 2.5% for each year of service thereafter. The benefit earned prior to January 1, 2007 for members of affiliated Social Security employers will be reduced by the amount of Social Security income payable to the member annually. Effective January 1, 2007, members currently covered under Social Security will receive half the benefit when compared to the Statewide Defined Benefit Plan. Benefits paid to retired members are evaluated and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from 0 to the higher of 3% or the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5% as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the Plan and remain eligible for a retirement pension at age 55 equal to 2% of the member's average highest three years' base salary for each year of credited service up to ten years, plus 2.5% for each year of service thereafter.

Net Pension Liability (Asset): At December 31, 2021, the City reported (\$243,809) and (\$305,696) for its proportionate share of the net pension liability (asset) for fire and police respectively. The net pension liability (asset) was measured as of December 31, 2020, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of January 1, 2021. The City's proportion of the net pension liability (asset) was based on City contributions to the Plan for the calendar year 2020 relative to the total contributions of participating employers to the Plan.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

At the pension measurement date of December 31, 2020 and 2019, the City's proportionate shares for fire and police were as follows:

	Proportionate Share	
	2020	2019
Fire	0.11230%	0.10950%
Police	0.14081%	0.14814%

For the year ended December 31, 2021, the City recognized net pension expense (revenue) of \$13,329 and \$34,958 for fire and police respectively, totaling \$48,287.

At December 31, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Fire		Police	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 206,773	970	259,260	1,215
Changes of assumptions or other inputs	103,696	-	130,018	-
Net difference between projected and actual earnings on pension plan investments	-	250,427	-	313,994
Changes in proportionate share of contributions	25,138	42,558	37,699	60,256
Contributions subsequent to the measurement date	83,963	-	103,000	-
Total	\$ 419,570	293,955	529,977	375,465

Contributions subsequent to the measurement date of December 31, 2020, which are reported as deferred outflows of resources related to pensions, will be recognized as a reduction of the net pension liability in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending	Amortization	
December 31:	Fire	Police
2022	\$ (29,053)	\$ (37,419)
2023	3,429	3,308
2024	(38,703)	(49,518)
2025	3,741	3,365
Thereafter	102,238	131,776
	\$ 41,652	\$ 51,512

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Actuarial assumptions. The total pension asset in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs:

	Total Pension Liability 2021	Actuarially Determined Contributions 2020
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30 Years
	5-Year Smoothed Fair	5-Year Smoothed Fair
Asset Valuation Method	Value	Value
Long-term investment Rate of Return *	7.0	7.0
Projected Salary Increases	4.25% to 11.25%	4.25% to 11.25%
Cost of Living Adjustments	0%	0%
* Includes Inflation at	2.50%	2.50%

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the 2006 central rates from the RP-2014 Annuitant Mortality Tables projected to 2018 using the MP-2017 projection scales, and the projected prospectively using the ultimate rates of the scale for all years. The pre-retirement off-duty mortality tables are adjusted to 50% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2018 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2019. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent).

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2020 are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Rate of Return
Global Equity	39%	8.23%
Equity Long/Short	8%	6.87%
Illiquid Alternatives	26%	10.63%
Fixed Income	10%	4.01%
Absolute Return	5%	5.25%
Managed Futures	10%	5.60%
Cash	2%	2.32%
Total	100%	

Discount Rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SWDB plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

1. FPPA Statewide Defined Benefit Plan (continued)

Discount Rate. Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00%; the municipal bond rate is 2.75% (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.00%.

Sensitivity of the District's proportionate share of the net pension liability (asset) to changes in the discount rate - The following presents the proportionate share of the net pension liability (asset) calculated using the discount rate of 7.00 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	1% Decrease (6.0%)	Current Discount Rate (7.0%)	1% Increase (8.0%)
Proportionate share of net pension liability (asset)			
Fire	\$ 245,356	(243,810)	(648,900)
Police	\$ 307,635	(305,696)	(813,611)

Pension plan fiduciary net position: Detailed information about the Plan's fiduciary net position is available in FPPA's comprehensive annual financial report, which can be obtained at: http://www.fppaco.org/annual_reports.htm.

Subsequent Disclosure. During 2020, legislation was passed effective January 1, 2021 that amended the Statewide Defined Benefit Plan. Amendments to the related contribution rates and benefits of this plan are described in the summary notes above. Additionally, the stabilization reserve accounts (SRA) of the Defined Benefit System became self-directed accounts with assets of \$123.6 million transferred to the FPPA Members' Self-Directed Investment Fund after the January 1, 2021 actuarial valuation date. This transfer does not impact the net pension liability/(asset) of the plan as the transfer of assets will reduce both the total pension liability and the plan fiduciary net position.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

2. Agent “Old Hire” Pension Plan

Plan Description: The City is trustee of a single-employer defined benefit pension plan available to provide retirement income for all firefighters and police hired before April 8, 1978 (“old hires”) in recognition of their service to the City. FPPA administers an agent multiple-employer Public Employee Retirement System (“PERS”). The PERS represents the assets of numerous separate plans that have been pooled for investment purposes. The pension plans have elected to affiliate with FPPA for plan administration and investment only. FPPA issues a publicly available comprehensive annual financial report that can be obtained at <http://fppaco.org>.

The plan provides normal retirement benefits, severance, and death and disability benefits. Normal retirement benefits begin at 50 years of age and upon completion of 18 years of service and include monthly pension equal to one-half of his monthly salary at the date of his retirement. For severances, firefighters and police have the option to refund their contribution with 5% annual interest, or to receive deferred retirement pensions equal to one-half their monthly salary if they meet the age and service requirements of the normal retirement benefit. If a firefighter or policeman is eligible to receive or is receiving benefits dies in retirement, the surviving spouse shall receive, until death or remarriage, a monthly pension equal to one-half the monthly pension the firefighter or policeman was entitled to receive. There are no vested retirement benefits.

As of January 1, 2021 the latest actuarial valuation date, there were no active members, no inactive, nonretired members and 3 retirees and beneficiaries in the Salida Old Hire Fire Pension Fund.

As of January 1, 2021 the latest actuarial valuation date, there were no active members, no inactive, nonretired members and 6 retirees and beneficiaries in the Salida Old Hire Police Pension Fund.

Funding Policy: The funding of the plan by the City and members is authorized by the Board of Trustees. The contribution by the State of Colorado (the “State”) toward fire pension funds has been a fixed dollar amount established by the legislature and allocated pro rata to all fire pension funds in the State who apply for State matching funds, based upon the amounts contributed by the employer up to a maximum of one half (1/2) mill on the assessed valuation or 90% of City contributions, whichever is less. Since the City currently offers maximum retirement benefits in excess of \$300 per month, the State will match at the level determined above but no greater than the maximum of: (1) the amount necessary to fund a pension of \$300 per month on an actuarially sound basis, and (2) the amount of State contributions provided in the prior year

Net Pension Liability: At December 31, 2021, the Old Hire pension fund reported a net pension liability of \$171,835 and \$1,110,090 for Fire and Police, respectively. The net pension liability was measured as of December 31, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2021.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

2. Agent “Old Hire” Pension Plan (continued)

Actuarial Assumptions: The significant actuarial assumptions used in the valuation as of January 1, 2021 were:

Actuarial Method	Entry Age Normal
Amortization Method	Level Dollar, Open
Amortization Period	16 Years*
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.50%
Long-term investment Rate of Return *	7.5%
Retirement age	Any remaining activities are assumed to retire immediately.
Mortality	Post-retirement: For ages less than 55, RP-2014 Mortality Tables for Blue Collar Employees. For ages 65 and older, RP-2014 Mortality Tables for Blue Collar Healthy Annuitants. For ages 55 through 64, a blend of the previous tables. All tables are projected with Scale BB. Disabled (pre 1980): RP-2014 Disabled Generational Mortality Table generationally projected with Scale BB with a minimum 3% rate for males and 2% rate for females.

*Plans that are heavily weighted with retiree liabilities use an amortization period based on the expected remaining lifetime of participants.

Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan’s fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan’s projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the long-term expected rate of return on pension plan investments is 4.50%; the municipal bond rate is 2.00% (based on the weekly rate closest to but not later than the measurement date of the “state & local bonds” rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 4.50%

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

F. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

2. Agent "Old Hire" Pension Plan (continued)

Regarding the sensitivity of the net pension asset (liability) to changes in the Single Discount Rate, the following represent the plan's net pension liability / (asset), calculated using a Single Discount Rate of 4.50%, as well as what the plan's net pension liability / (asset) would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher:

	1% Decrease (3.5%)	Current Discount Rate (4.5%)	1% Increase (5.5%)
Proportionate share of net pension liability (asset)			
Fire	\$ 187,854	171,835	157,637
Police	\$ 1,247,675	1,110,090	992,543

In connection with the City's Fire and Police Protection Retirement Plan, the following deferred outflow of resources and deferred inflows of resources were reported at December 31, 2021:

	Fire		Police	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
earnings on pension plan investments	\$ -	2,340	\$ 13,962	26,705
Contributions subsequent to the measurement date	19,964	-	91,887	-
Total	\$ 19,964	2,340	\$ 105,849	26,705

Contributions subsequent to the measurement date of December 31, 2020, which are reported as deferred outflows of resources related to pensions, will be recognized as a reduction of the net pension liability in subsequent years. Other amounts reported as deferred outflow of resources and deferred inflow of resources related to pensions will be recognized as a component of pension expense in future years as follows:

Year Ending	Amortization	
December 31:	Fire	Police
2022	\$ (1,090)	\$ (5,483)
2023	280	1,054
2024	(1,112)	(5,930)
2025	(418)	(2,384)
Thereafter	-	-
	\$ (2,340)	\$ (12,743)

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

IV. Detailed Notes on All Funds (continued)

G. Restricted Net Position

The City restricted net position in the following funds as of December 31, 2021:

	<u>General Fund</u>	<u>Conservation Trust Fund</u>	<u>Sewer Fund</u>	<u>Description</u>
Restricted:				
Emergency Reserve	\$ 480,000	-	-	Legislative restriction
Conservation Trust	-	313,044	-	Legislative restriction

V. Other Information

A. Other Retirement Plans

1. Deferred Compensation Plans – Section 401

In 1997, the City established a defined contribution money purchase plan in the form of the ICMA Retirement Corporation Prototype Money Purchase Plan and Trust under code section 401 of the Internal Revenue Code. The normal retirement age is age 60 (not to exceed age 65). All full time employees except Fire and Police personnel are entitled to participate in the plan. The City contributes on behalf of each participant 3% of earnings for the Plan Year. There is no minimum required contribution by the employee. Participants are 100% vested immediately and may direct their investment, without restriction, among various investment options available under the Trust. The City's contributions vest at a rate of 25% per year.

The City is the trustee of the plan and has the duty of due care that would be required of an ordinary prudent investor, but has no liability for losses under the plan.

2. Deferred Compensation Plan - Section 457

In 1997, the City established a defined contribution money purchase plan in the form of the ICMA Retirement Corporation Prototype Money Purchase Plan and Trust under code section 457 of the Internal Revenue code. The normal retirement age is age 60 (not to exceed age 65). All full-time employees except Fire and Police personnel are entitled to participate in the plan. The City will match up to 3% of employee contributions. There is no minimum required contribution by the employee. Participants are 100% vested immediately in their direct investment. The City's contributions vest at a rate of 25% per year.

B. Other Employee Benefits – Cafeteria Plan

The City offers a cafeteria compensation plan organized under IRS Section 125 that includes the following benefits: death and disability, term life insurance, health expense reimbursement and child care benefits. No cost to the City is recognized as the plan is a salary reduction plan.

CITY OF SALIDA, COLORADO
Notes to the Financial Statements
December 31, 2021
(Continued)

V. Other Information (continued)

C. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions, and employee health claims. The City insures against these risks through its participation in the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") and the purchase of commercial insurance.

The City's management is unaware of any excess losses which may have been incurred by CIRSA. There have been no settled claims in excess of coverage in any of the last three years.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
General Fund - Budget and Actual
For the Year Ended December 31, 2021

REVENUES:	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Taxes:				
Sales tax	3,955,000	4,276,320	5,332,914	1,056,594
Other taxes	350,000	350,000	351,746	1,746
Total taxes	<u>4,305,000</u>	<u>4,626,320</u>	<u>5,684,660</u>	<u>1,058,340</u>
Charges for services:				
Planning and zoning fees	111,500	111,500	99,325	(12,175)
Public works charges	13,500	13,500	27,114	13,614
Public safety charges	47,450	47,450	66,637	19,187
Hot springs pool	318,750	318,750	254,729	(64,021)
Arts and culture	191,750	191,750	176,640	(15,110)
Other general governmental charges	22,800	22,800	27,228	4,428
Other recreation revenues	26,250	26,250	47,732	21,482
Total charges for services	<u>732,000</u>	<u>732,000</u>	<u>699,405</u>	<u>(32,595)</u>
Intergovernmental:				
Sales tax - County	2,400,000	2,400,000	3,207,758	807,758
Federal grants	-	764,000	350,000	(414,000)
State grants	45,000	45,000	137,173	92,173
South Ark Fire District	70,000	70,000	70,000	-
Other intergovernmental revenue	149,500	149,500	198,248	48,748
Total intergovernmental	<u>2,664,500</u>	<u>3,428,500</u>	<u>3,963,179</u>	<u>534,679</u>
Fines and Forfeitures	<u>64,000</u>	<u>64,000</u>	<u>49,037</u>	<u>(14,963)</u>
Licenses, Permits and Fees:				
Business licenses	10,000	10,000	59,390	49,390
Other licenses and permits	18,000	18,000	24,393	6,393
	<u>28,000</u>	<u>28,000</u>	<u>83,783</u>	<u>55,783</u>
Other Revenues:				
Capital revenue				
Insurance proceeds	10,000	10,000	173,131	163,131
Other capital revenues	-	-	12,477	12,477
Miscellaneous revenue				
Investment earnings (loss)	125,000	125,000	(22,138)	(147,138)
Rent, leases and royalties	55,000	55,000	104,658	49,658
Land dedication fees in lieu	-	-	66,000	66,000
Donations	2,000	2,000	189	(1,811)
Other miscellaneous revenues	4,500	15,500	46,249	30,749
	<u>196,500</u>	<u>207,500</u>	<u>380,566</u>	<u>173,066</u>
TOTAL REVENUES	<u>7,990,000</u>	<u>9,086,320</u>	<u>10,860,630</u>	<u>1,774,310</u>

(continued)

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
General Fund - Budget and Actual (continued)
For the Year Ended December 31, 2021

EXPENDITURES:	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
General Government:				
Administration	1,478,421	1,502,421	1,522,410	(19,989)
Community Development	643,871	654,871	365,626	289,245
Total General Government	2,122,292	2,157,292	1,888,036	269,256
Public Safety				
Police	2,321,248	2,338,248	2,447,489	(109,241)
Fire	1,680,273	1,682,273	1,639,397	42,876
Total Public Safety	4,001,521	4,020,521	4,086,886	(66,365)
Public Works				
Public Works	285,886	289,886	347,593	(57,707)
Other	397,000	397,000	349,468	47,532
Total Public Works	682,886	686,886	697,061	(10,175)
Culture, Parks and Recreation				
Pool and Recreation	908,095	969,095	951,633	17,462
Parks, Open Space and Trails	687,564	768,564	881,623	(113,059)
Arts and culture	602,095	615,096	600,322	14,774
Total Culture, Parks and Recreation	2,197,754	2,352,755	2,433,578	(80,823)
Capital outlays	304,450	304,450	213,472	90,978
Debt service				
Principal	220,476	220,476	212,540	7,936
Interest	33,159	33,159	34,966	(1,807)
Total debt service	253,635	253,635	247,506	6,129
TOTAL EXPENDITURES	9,562,538	9,775,539	9,566,539	209,000
Excess of Revenues Over (Under) Expenditures	(1,572,538)	(689,219)	1,294,091	1,983,310
Other Financing Sources (Uses):				
Transfer in	420,000	420,000	467,235	47,235
Transfer (out)	(1,018,200)	(2,158,200)	(486,370)	1,671,830
Total Other Financing Sources (Uses)	(598,200)	(1,738,200)	(19,135)	1,719,065
Net change in fund balance	(2,170,738)	(2,427,419)	1,274,956	3,702,375
Fund balance, beginning of year	5,516,958	5,516,958	6,191,526	674,568
Fund balance, end of year	3,346,220	3,089,539	7,466,482	4,376,943

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Street Fund
Budget and Actual
For the Year Ended December 31, 2021

REVENUES:	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Taxes:				
Sales tax	2,213,400	2,390,680	2,942,204	551,524
Intergovernmental:				
Highway users tax	205,000	205,000	251,461	46,461
State grants	426,176	426,176	34,005	(392,171)
Public improvement - payments in lieu	-	-	10,970	10,970
Total revenues	<u>2,844,576</u>	<u>3,021,856</u>	<u>3,238,640</u>	<u>216,784</u>
EXPENDITURES:				
Public Works:				
Personnel services	387,435	403,435	399,459	3,976
Contracted services	150,000	150,000	140,585	9,415
Supplies and materials	43,300	43,300	53,263	(9,963)
Other operating costs	90,500	90,500	99,159	(8,659)
Capital purchases and improvements (\$5,000+)	<u>3,077,557</u>	<u>3,077,557</u>	<u>2,132,053</u>	<u>945,504</u>
Total Expenditures	<u>3,748,792</u>	<u>3,764,792</u>	<u>2,824,519</u>	<u>940,273</u>
Net change in fund balance	(904,216)	(742,936)	414,121	1,157,057
Fund balances, beginning of year	<u>910,558</u>	<u>910,558</u>	<u>623,628</u>	<u>(286,930)</u>
Fund balances, end of year	<u><u>6,342</u></u>	<u><u>167,622</u></u>	<u><u>1,037,749</u></u>	<u><u>870,127</u></u>

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Economic Development Fund
Budget and Actual
For the Year Ended December 31, 2021

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
REVENUES:				
Taxes:				
Sales tax	136,200	147,280	183,888	36,608
Total revenues	136,200	147,280	183,888	36,608
EXPENDITURES:				
Community development	247,000	247,000	140,180	106,820
Total Expenditures	247,000	247,000	140,180	106,820
Excess of Revenues Over (Under) Expenditures	(110,800)	(99,720)	43,708	143,428
Other Financing Sources (Uses):				
Transfer (out)	-	-	(31,125)	(31,125)
Total Other Financing Sources (Uses)	-	-	(31,125)	(31,125)
Net change in fund balance	(110,800)	(99,720)	12,583	112,303
Fund balances, beginning of year	125,122	125,122	162,505	37,383
Fund balances, end of year	14,322	25,402	175,088	149,686

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Lodging Tax Fund
Budget and Actual
For the Year Ended December 31, 2021

REVENUES:	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Taxes:				
Sales tax	420,000	420,000	467,235	47,235
Total revenues	<u>420,000</u>	<u>420,000</u>	<u>467,235</u>	<u>47,235</u>
Excess of Revenues				
Over (Under) Expenditures	<u>420,000</u>	<u>420,000</u>	<u>467,235</u>	<u>47,235</u>
Other Financing Sources (Uses):				
Transfer out	(420,000)	(420,000)	(467,235)	(47,235)
Total Other Financing Sources (Uses)	<u>(420,000)</u>	<u>(420,000)</u>	<u>(467,235)</u>	<u>(47,235)</u>
Net change in fund balance	-	-	-	-
Fund balances, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances, end of year	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Conservation Trust Fund
Budget and Actual
For the Year Ended December 31, 2021

REVENUES:	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Intergovernmental revenue:				
State lottery	60,000	60,000	74,039	14,039
Interest income	2,000	2,000	4,565	2,565
Total revenues	<u>62,000</u>	<u>62,000</u>	<u>78,604</u>	<u>16,604</u>
EXPENDITURES:				
Parks and recreation:				
Capital outlay	340,000	340,000	56,205	283,795
Total Expenditures	<u>340,000</u>	<u>340,000</u>	<u>56,205</u>	<u>283,795</u>
Net change in fund balance	(278,000)	(278,000)	22,399	300,399
Fund balances, beginning of year	286,103	286,103	290,645	4,542
Fund balances, end of year	<u>8,103</u>	<u>8,103</u>	<u>313,044</u>	<u>304,941</u>

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Housing Fund
Budget and Actual
For the Year Ended December 31, 2021

REVENUES:	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Housing fee in lieu	50,000	50,000	46,870	(3,130)
Intergovernmental revenue:				
State grants	-	720,000	648,000	(72,000)
Total revenues	<u>50,000</u>	<u>770,000</u>	<u>694,870</u>	<u>(75,130)</u>
EXPENDITURES:				
Expenditures				
Housing	-	1,102,000	1,029,125	72,875
Total Expenditures	<u>-</u>	<u>1,102,000</u>	<u>1,029,125</u>	<u>72,875</u>
Excess of Revenues				
Over (Under) Expenditures	<u>50,000</u>	<u>(332,000)</u>	<u>(334,255)</u>	<u>(2,255)</u>
Other Financing Sources (Uses):				
Transfer in	-	382,000	381,125	(875)
Total Other Financing Sources (Uses)	<u>-</u>	<u>382,000</u>	<u>381,125</u>	<u>(875)</u>
Net change in fund balance	50,000	50,000	46,870	(3,130)
Fund balances, beginning of year	50,000	50,000	70,741	20,741
Fund balances, end of year	<u>100,000</u>	<u>100,000</u>	<u>117,611</u>	<u>17,611</u>

CITY OF SALIDA, COLORADO
Schedule of City's Proportionate Share of Net Pension Asset / Liability
Statewide Defined Benefit Plans
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *

Measurement period ending December 31,

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Fire:								
City's portion of the net pension asset - Fire	0.112303%	0.109500%	0.102460%	0.113522%	0.105545%	0.111828%	0.109666%	0.105488%
City's proportionate share of the net pension liability (asset) - Fire	(243,809)	(61,929)	129,538	(163,320)	38,138	(1,971)	(123,767)	(94,326)
City's covered payroll - Fire	902,025	1,059,250	686,338	664,025	540,163	542,116	493,175	458,177
City's proportionate share of the net pension asset as a percentage of its covered payroll - Fire	-27.03%	-5.85%	18.87%	-24.60%	7.06%	-0.36%	-25.10%	-20.59%
Police:								
City's portion of the net pension asset - Police	0.140809%	0.148143%	0.136943%	0.134815%	0.119709%	0.126477%	0.117005%	0.129598%
City's proportionate share of the net pension liability (asset)- Police	(305,696)	(83,784)	173,134	(193,953)	43,255	(2,230)	(132,049)	(115,885)
City's covered payroll - Police	1,130,988	1,091,863	917,325	788,575	612,650	613,126	525,825	562,895
City's proportionate share of the net pension asset as a percentage of its covered payroll - Police	-27.03%	-7.67%	18.87%	-24.60%	7.06%	-0.36%	-25.11%	-20.59%
Plan fiduciary net position as a percentage of the total pension liability	106.70%	101.90%	95.20%	106.30%	98.21%	100.10%	106.80%	105.80%

*** The amounts presented for each fiscal year were determined as of the calendar year-end that occurred one year prior. Information is only available beginning in fiscal year 2014 for the employer plan, and fiscal year 2015 for the volunteer plan.**

CITY OF SALIDA, COLORADO
Schedule of City's Contributions
Statewide Defined Benefit Plans
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *

Statewide Defined Benefit Plan:	2021	2020	2019	2018	2017	2016	2015	2014
Fire:								
Contractually required contribution	83,964	72,162	84,740	54,907	53,122	43,213	43,369	39,454
Contributions in relation to the contractually required contribution	<u>(83,964)</u>	<u>(72,162)</u>	<u>(84,740)</u>	<u>(54,907)</u>	<u>(53,122)</u>	<u>(43,213)</u>	<u>(43,369)</u>	<u>(39,454)</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	987,812	902,025	1,059,250	686,338	664,025	540,163	542,116	493,175
Contributions as a percentage of covered payroll	8.50%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Police:								
Contractually required contribution	103,000	90,479	87,349	73,386	63,086	49,012	49,050	42,066
Contributions in relation to the contractually required contribution	<u>(103,000)</u>	<u>(90,479)</u>	<u>(87,349)</u>	<u>(73,386)</u>	<u>(63,086)</u>	<u>(49,012)</u>	<u>(49,050)</u>	<u>(42,066)</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	1,211,761	1,130,988	1,091,863	917,325	788,575	612,650	613,126	525,825
Contributions as a percentage of covered payroll	8.50%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%

* Information is only available beginning in fiscal year 2014. Additional years' information will be displayed as it becomes available

CITY OF SALIDA, COLORADO
Schedule of Changes in Net Pension Asset / Liability
Fire "Old Hire" Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *

Measurement period ending December 31,

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Total Pension Liability							
Interest on the Total Pension Liability	10,586	14,821	15,698	15,903	16,704	15,943	16,742
Difference between Expected and Actual Experience	-	10,431	-	8,761	-	8,172	-
Assumption Changes	-	39,872	-	-	-	13,426	-
Benefit Payments	(27,391)	(27,391)	(27,391)	(27,391)	(27,391)	(27,391)	(27,391)
Net Change in Total Pension Liability	<u>(16,805)</u>	<u>37,733</u>	<u>(11,693)</u>	<u>(2,727)</u>	<u>(10,687)</u>	<u>10,150</u>	<u>(10,649)</u>
Total Pension Liability - Beginning	<u>248,797</u>	<u>211,064</u>	<u>222,757</u>	<u>225,484</u>	<u>236,171</u>	<u>226,021</u>	<u>236,670</u>
Total Pension Liability - Ending (a)	<u><u>231,992</u></u>	<u><u>248,797</u></u>	<u><u>211,064</u></u>	<u><u>222,757</u></u>	<u><u>225,484</u></u>	<u><u>236,171</u></u>	<u><u>226,021</u></u>
Plan Fiduciary Net Position							
Employer Contributions	-	14,622	14,074	14,074	9,539	9,539	5,426
Pension Plan Net Investment Income	5,246	9,670	382	14,284	5,806	2,452	9,441
Benefit Payments	(27,391)	(27,391)	(27,391)	(27,391)	(27,391)	(27,391)	(27,391)
Pension Plan Administrative Expense	(2,723)	(1,585)	(3,401)	(1,065)	(2,052)	(544)	(3,351)
Net Change in Plan Fiduciary Net Position	<u>(24,868)</u>	<u>(4,684)</u>	<u>(16,336)</u>	<u>(98)</u>	<u>(14,098)</u>	<u>(15,944)</u>	<u>(15,875)</u>
Plan Fiduciary Net Position - Beginning	<u>85,025</u>	<u>89,709</u>	<u>106,045</u>	<u>106,143</u>	<u>120,241</u>	<u>136,185</u>	<u>152,060</u>
Plan Fiduciary Net Position - Ending (b)	<u><u>60,157</u></u>	<u><u>85,025</u></u>	<u><u>89,709</u></u>	<u><u>106,045</u></u>	<u><u>106,143</u></u>	<u><u>120,241</u></u>	<u><u>136,185</u></u>
Net Pension Liability/(Asset) - Ending (a) - (b)	<u><u>171,835</u></u>	<u><u>163,772</u></u>	<u><u>121,355</u></u>	<u><u>116,712</u></u>	<u><u>119,341</u></u>	<u><u>115,930</u></u>	<u><u>89,836</u></u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	25.93%	34.17%	42.50%	47.61%	47.07%	50.91%	60.25%
Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Pension Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Information is only available beginning in fiscal year 2014. Additional years' information will be displayed as it becomes available

CITY OF SALIDA, COLORADO
Schedule of Changes in Net Pension Asset / Liability
Police "Old Hire" Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *

Measurement period ending December 31,

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Total Pension Liability							
Interest on the Total Pension Liability	65,909	86,476	89,445	90,074	92,791	89,922	92,650
Difference between Expected and Actual Experience	-	34,811	-	30,567	-	27,855	-
Assumption Changes	-	319,664	-	-	-	49,510	-
Benefit Payments	(128,718)	(129,025)	(129,025)	(129,025)	(129,025)	(129,025)	(129,025)
Net Change in Total Pension Liability	<u>(62,809)</u>	<u>311,926</u>	<u>(39,580)</u>	<u>(8,384)</u>	<u>(36,234)</u>	<u>38,262</u>	<u>(36,375)</u>
Total Pension Liability - Beginning	<u>1,528,291</u>	<u>1,216,365</u>	<u>1,255,945</u>	<u>1,264,329</u>	<u>1,300,563</u>	<u>1,262,301</u>	<u>1,298,676</u>
Total Pension Liability - Ending (a)	<u><u>1,465,482</u></u>	<u><u>1,528,291</u></u>	<u><u>1,216,365</u></u>	<u><u>1,255,945</u></u>	<u><u>1,264,329</u></u>	<u><u>1,300,563</u></u>	<u><u>1,262,301</u></u>
Plan Fiduciary Net Position							
Employer Contributions	-	80,582	75,808	75,808	66,481	66,481	56,214
Pension Plan Net Investment Income	29,590	50,225	1,542	68,209	27,005	10,580	39,097
Benefit Payments	(128,718)	(129,025)	(129,025)	(129,025)	(129,025)	(129,025)	(129,025)
Pension Plan Administrative Expense	(3,359)	(2,211)	(4,047)	(1,628)	(2,683)	(1,127)	(3,771)
Net Change in Plan Fiduciary Net Position	<u>(102,487)</u>	<u>(429)</u>	<u>(55,722)</u>	<u>13,364</u>	<u>(38,222)</u>	<u>(53,091)</u>	<u>(37,485)</u>
Plan Fiduciary Net Position - Beginning	<u>457,879</u>	<u>458,308</u>	<u>514,030</u>	<u>500,666</u>	<u>538,888</u>	<u>591,979</u>	<u>629,464</u>
Plan Fiduciary Net Position - Ending (b)	<u><u>355,392</u></u>	<u><u>457,879</u></u>	<u><u>458,308</u></u>	<u><u>514,030</u></u>	<u><u>500,666</u></u>	<u><u>538,888</u></u>	<u><u>591,979</u></u>
Net Pension Liability/(Asset) - Ending (a) - (b)	<u><u>1,110,090</u></u>	<u><u>1,070,412</u></u>	<u><u>758,057</u></u>	<u><u>741,915</u></u>	<u><u>763,663</u></u>	<u><u>761,675</u></u>	<u><u>670,322</u></u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	24.25%	29.96%	37.68%	40.93%	39.60%	41.43%	46.90%
Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Pension Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Information is only available beginning in fiscal year 2014. Additional years' information will be displayed as it becomes available

CITY OF SALIDA, COLORADO
Schedule of City's Contributions
"Old Hire" Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *

Agent - Fire "Old Hire" Plan:	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	19,964	14,622	14,622	14,074	14,074	9,539	9,539	5,426
Actual contribution	(19,964)	(14,622)	(14,622)	(14,074)	(14,074)	(9,539)	(9,539)	(5,426)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-
City's covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contributions as a percentage of covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Agent - Police "Old Hire" Plan:	2020	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	91,887	91,887	80,582	75,808	78,808	66,481	66,481	56,214
Actual contribution	(91,887)	(91,887)	(80,582)	(75,808)	(78,808)	(66,481)	(66,481)	(56,214)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-
City's covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contributions as a percentage of covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* The amounts presented for each fiscal year were determined as of the calendar year-end that occurred one year prior.
Information is only available beginning in fiscal year 2014. Additional years' information will be displayed as it becomes available.

City of Salida
Notes to the Required Supplementary Information
December 31, 2021

I. Schedule of City's Proportionate Share of the Net Pension (Asset) Liability – Statewide Defined Benefit Plans

A. Changes to assumptions or other inputs

1. Changes Since the January 1, 2018 Actuarial Valuation are as Follows:

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the 2006 central rate from the RP-2014 annuitant mortality tables projected to 2018 using the MP-2017 projection scales, and the projected prospectively using the ultimate rates of the scale for all years. The pre-retirement off-duty mortality tables are adjusted to 50% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00015.

2. Changes Since the January 1, 2015 Actuarial Valuation are as Follows:

Effective January 1, 2016, the post-retirement mortality tables for non-disabled retirees is a blend of the Annuitant and Employee RP-2014 generational mortality tables with blue collar adjustment projected with Scale BB. The occupationally disabled post-retirement mortality assumption uses the same table as used for healthy annuitants, except that is a three-year set-forward, meaning a disabled member age 70 will be valued as if they were a 73-year-old healthy retiree. The totally disabled post-retirement mortality assumption uses the RP-2014 generational mortality tables for disabled annuitants, except an additional provision to apply a minimum 3% mortality probability to males and 2% mortality probability for females is included to reflect substantial impairment for this population. The pre-retirement off-duty mortality tables are adjusted to 55% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00020.

3. Changes Since the January 1, 2014 Actuarial Valuation are as Follows:

For determining the total pension liability, the RP-2014 Mortality Tables for Blue Collar Employees, projected with Scale BB, 55 percent multiplier for off-duty mortality is used in the valuation for off-duty mortality of active members. On-duty related mortality is assumed to be 0.00020 per year for all members of post-retirement benefits for members under age 55. For post-retirement members ages 65 and older, the RP-2014 Mortality Tables for Blue Collar Healthy Annuitants, projected with Scale BB are used.

B. Changes of benefit terms

No changes during the years presented.

C. Changes of size or composition of population covered by benefit terms

No changes during the years presented.

City of Salida
Notes to the Required Supplementary Information
December 31, 2021

II. Notes to the Schedule of City's Contributions – Statewide Defined Benefit Plans

A. Changes to assumptions or other inputs

No changes during the years presented.

B. Changes of benefit terms

No changes during the years presented.

C. Changes of size or composition of population covered by benefit terms.

No changes during the years presented.

III. Schedule of Changes in Net Pension Asset / Liability – Fire and Police “Old Hire” Plan

A. Changes to assumptions

1. Changes Since the January 1, 2020 Actuarial Valuation are as Follows:

The investment rate of return changed to 4.5%.

Post-retirement mortality assumptions: 2006 central rates from the RP-2014 Annuitant Mortality Tables for males and females projected to 2018 using the MP-2017 projection scales, and then projected prospectively using the ultimate rates of the scale for all years.

Disabled (pre-1980) mortality assumptions: Post-retirement rates set forward three years.

2. Changes Since the January 1, 2014 Actuarial Valuation are as Follows:

The inflation assumption was reduced from 3.0% to 2.5%.

Post-retirement mortality assumptions: For ages less than 55, RP- 2014 Mortality Tables for Blue Collar Employees. For ages 65 and older, RP-2014 Mortality Tables for Blue Collar Healthy Annuitant. For ages 55 through 64, a blend of the previous tables. All tables are projected with Scale BB.

Disabled (pre-1930) mortality assumptions: RP-2014 Disabled Generational Mortality Table generationally projected with Scale BB with a minimum 3% rate for males and 2% for females.

B. Changes of benefit terms

No changes during the years presented.

C. Changes of size or composition of population covered by benefit terms.

No changes during the years presented.

City of Salida
Notes to the Required Supplementary Information
December 31, 2021

IV. Schedule of City's Contributions – Fire and Police “Old Hire” Plan

A. Changes to assumptions

1. Changes Since the January 1, 2014 Actuarial Valuation are as Follows:

The asset method valuation approximates smoothing over a five-year period by recognizing 20% of the difference between the projected actuarial value and the market value at the valuation date. The remaining amortization period is 17 years.

Disabled (pre-1980) mortality assumptions: RP-2000 Disabled Mortality Table generationally projected with Scale AA.

B. Changes of benefit terms

No changes during the years presented.

C. Changes of size or composition of population covered by benefit terms.

No changes during the years presented.

SUPPLEMENTARY INFORMATION

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Capital Improvement Fund
Budget and Actual
For the Year Ended December 31, 2021

REVENUES:	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Taxes:				
Sales tax	553,300	597,620	735,551	137,931
Intergovernmental revenue:				
State grants	200,000	200,000	367,980	167,980
Miscellaneous revenue	180,000	180,000	25,100	(154,900)
Total revenues	<u>933,300</u>	<u>977,620</u>	<u>1,128,631</u>	<u>151,011</u>
EXPENDITURES:				
Public safety:				
Capital outlay	-	790,000	319,110	470,890
Public works:				
Capital outlay	50,000	50,000	59,245	(9,245)
Culture, parks, and recreation				
Capital outlay	1,901,500	2,185,500	889,446	1,296,054
Total Expenditures	<u>1,951,500</u>	<u>3,025,500</u>	<u>1,267,801</u>	<u>1,757,699</u>
Excess of Revenues				
Over (Under) Expenditures	<u>(1,018,200)</u>	<u>(2,047,880)</u>	<u>(139,170)</u>	<u>1,908,710</u>
Other Financing Sources (Uses):				
Transfer in	1,018,200	1,808,200	136,370	(1,671,830)
Total Other Financing Sources (Uses)	<u>1,018,200</u>	<u>1,808,200</u>	<u>136,370</u>	<u>(1,671,830)</u>
Net change in fund balance	-	(239,680)	(2,800)	236,880
Fund balances, beginning of year	173,894	173,894	58,904	(114,990)
Fund balances, end of year	<u>173,894</u>	<u>(65,786)</u>	<u>56,104</u>	<u>121,890</u>

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Water Fund
Budget and Actual with Reconciliation to US GAAP Basis
For the Year Ended December 31, 2021

Revenues	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
Fees for General Services:				
Service and usage fees	1,404,800	1,404,800	1,483,391	78,591
Water line maintenance	200,900	200,900	228,394	27,494
Commercial demand charges	102,000	102,000	100,248	(1,752)
Other revenues	37,400	37,400	47,711	10,311
Water leases	5,000	5,000	(116)	(5,116)
Total Fees for General Services	<u>1,750,100</u>	<u>1,750,100</u>	<u>1,859,628</u>	<u>109,528</u>
Intergovernmental Revenue				
State grants	-	-	239,313	239,313
Total Intergovernmental Revenue	<u>-</u>	<u>-</u>	<u>239,313</u>	<u>239,313</u>
Capital Revenue:				
System development fees	430,000	430,000	1,118,958	688,958
Sale of water meters	16,000	16,000	22,285	6,285
Total Capital Revenue	<u>446,000</u>	<u>446,000</u>	<u>1,141,243</u>	<u>695,243</u>
Other Revenue:				
Investment earnings (loss)	8,000	8,000	(10,651)	(18,651)
Miscellaneous revenue	500	500	8,679	8,179
Total Other Revenue	<u>8,500</u>	<u>8,500</u>	<u>(1,972)</u>	<u>(10,472)</u>
Total Revenues	<u>2,204,600</u>	<u>2,204,600</u>	<u>3,238,212</u>	<u>1,033,612</u>
Expenses				
Administration - Water:				
Personnel services	106,618	110,618	120,664	(10,046)
Contracted services	49,000	49,000	29,181	19,819
Supplies and materials	2,000	2,000	2,201	(201)
Other operating costs	14,100	14,100	20,792	(6,692)
Total Administration - Water	<u>171,718</u>	<u>175,718</u>	<u>172,838</u>	<u>2,880</u>
Public Works - Water:				
Personnel services	281,382	292,382	265,365	27,017
Contracted services	64,000	64,000	40,376	23,624
Supplies and materials	18,800	18,800	23,279	(4,479)
Utilities	-	-	381	(381)
Other operating costs	43,150	43,150	31,529	11,621
Financing obligations	166,000	166,000	234,802	(68,802)
Total Public Works - Water	<u>573,332</u>	<u>584,332</u>	<u>595,732</u>	<u>(11,400)</u>

(continued)

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Water Fund (Continued)
Budget and Actual with Reconciliation to US GAAP Basis
For the Year Ended December 31, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Expenses, Continued				
Water Plant:				
Personnel services	248,670	258,670	264,377	(5,707)
Contracted services	257,500	257,500	186,408	71,092
Supplies and materials	51,650	51,650	22,473	29,177
Utilities	85,900	85,900	101,773	(15,873)
Other operating costs	131,500	131,500	90,824	40,676
Financing obligations	239,100	239,100	3,771	235,329
Total Water Plant	<u>1,014,320</u>	<u>1,024,320</u>	<u>669,626</u>	<u>354,694</u>
Capital outlay	<u>4,259,500</u>	<u>4,259,500</u>	<u>1,717,240</u>	<u>2,542,260</u>
Total Expenses	<u>6,018,870</u>	<u>6,043,870</u>	<u>3,155,436</u>	<u>2,888,434</u>
Other Financing Sources (Uses)				
Financing proceeds	<u>3,910,000</u>	<u>3,910,000</u>	-	(3,910,000)
Total Other Financing Sources (Uses)	<u>3,910,000</u>	<u>3,910,000</u>	<u>-</u>	<u>(3,910,000)</u>
Excess of Revenues Over (Under)				
Expenses - Budget Basis	<u>95,730</u>	<u>70,730</u>	<u>82,776</u>	<u>12,046</u>
GAAP Basis Adjustments				
Capitalized expenses			1,525,310	
Depreciation			(512,619)	
Debt principal			<u>196,359</u>	
Total GAAP Basis Adjustments			<u>1,209,050</u>	
Net Income - GAAP Basis			1,291,826	
Net Position, beginning of year			<u>14,237,565</u>	
Net Position, end of year			<u>15,529,391</u>	

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Net Assets
Sewer Fund
Budget and Actual with Reconciliation to US GAAP Basis
For the Year Ended December 31, 2021

Revenues	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
Fees for General Services:				
Metered service and usage fees	1,217,500	1,217,500	1,422,240	204,740
Unmetered wastewater charges	81,500	81,500	86,393	4,893
Septage receiving	85,000	85,000	102,798	17,798
Lab analysis fees	28,000	28,000	9,254	(18,746)
Other	15,000	15,000	11,345	(3,655)
Total Fees for General Services	<u>1,427,000</u>	<u>1,427,000</u>	<u>1,632,030</u>	<u>205,030</u>
Capital Revenue:				
System development fees	450,000	450,000	1,236,129	786,129
Total Capital Revenue	<u>450,000</u>	<u>450,000</u>	<u>1,236,129</u>	<u>786,129</u>
Other Revenue:				
Investment earnings (loss)	50,000	50,000	(10,255)	(60,255)
Miscellaneous revenue	-	-	64,694	64,694
Total Other Revenue	<u>50,000</u>	<u>50,000</u>	<u>54,439</u>	<u>4,439</u>
Total Revenues	<u>1,927,000</u>	<u>1,927,000</u>	<u>2,922,598</u>	<u>995,598</u>
Expenses				
Administration - Wastewater:				
Personnel services	106,618	110,618	120,107	(9,489)
Contracted services	4,000	4,000	3,471	529
Supplies and materials	1,500	1,500	2,201	(701)
Other operating costs	14,600	14,600	23,265	(8,665)
Total Administration - Wastewater	<u>126,718</u>	<u>130,718</u>	<u>149,044</u>	<u>(18,326)</u>
Public Works - Wastewater:				
Personnel services	280,391	291,391	267,515	23,876
Contracted services	48,500	48,500	40,345	8,155
Supplies and materials	12,900	12,900	15,384	(2,484)
Utilities	700	700	1,942	(1,242)
Other operating costs	38,250	38,250	10,278	27,972
Total Public Works - Wastewater	<u>380,741</u>	<u>391,741</u>	<u>335,464</u>	<u>56,277</u>

(continued)

CITY OF SALIDA, COLORADO
Schedule of Revenues, Expenditures and Changes in Fund Balance
Sewer Fund (Continued)
Budget and Actual with Reconciliation to US GAAP Basis
For the Year Ended December 31, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Expenses, Continued				
Wastewater Plant:				
Personnel services	272,055	284,055	295,490	(11,435)
Contracted services	133,000	133,000	70,826	62,174
Supplies and materials	66,000	66,000	58,493	7,507
Utilities	138,800	138,800	146,427	(7,627)
Other operating costs	136,700	136,700	140,714	(4,014)
Financing obligations	482,000	482,000	564,632	(82,632)
Total WasteWater Plant	<u>1,228,555</u>	<u>1,240,555</u>	<u>1,276,582</u>	<u>(36,027)</u>
Capital outlay	<u>810,500</u>	<u>810,500</u>	<u>927,928</u>	<u>(117,428)</u>
Total Expenses	<u>2,546,514</u>	<u>2,573,514</u>	<u>2,689,018</u>	<u>(115,504)</u>
Excess of Revenues Over (Under)				
Expenses - Budget Basis	<u>(619,514)</u>	<u>(646,514)</u>	<u>233,580</u>	<u>880,094</u>
GAAP Basis Adjustments				
Capitalized expenses			409,968	
Gain (loss) on sale of assets			600	
Depreciation			(960,775)	
Debt service principal			292,313	
Total GAAP Basis Adjustments			<u>(257,894)</u>	
Net Income - GAAP Basis			(24,314)	
Net Position, beginning of year			<u>9,811,145</u>	
Net Position, end of year			<u>9,786,831</u>	

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	City or County: <div style="text-align: center; color: red;">CHAFFEE</div>
	YEAR ENDING : <div style="text-align: center; color: red;">DECEMBER 2021</div>
This Information From The Records Of (example - City of _ or County of) Prepared By: Phone:	

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES**III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES**

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	2,414,639
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	283,491
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	46,967
2. General fund appropriations	0	b. Snow and ice removal	40,194
3. Other local imposts (from page 2)	2,942,204	c. Other	25,797
4. Miscellaneous local receipts (from page 2)	54,972	d. Total (a. through c.)	112,959
5. Transfers from toll facilities	0	4. General administration & miscellaneous	281,474
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	598,081
a. Bonds - Original Issues	0	6. Total (1 through 5)	3,690,644
b. Bonds - Refunding Issues	0	B. Debt service on local obligations:	
c. Notes	0	1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	0
7. Total (1 through 6)	2,997,176	b. Redemption	0
B. Private Contributions	0	c. Total (a. + b.)	0
C. Receipts from State government (from page 2)	316,458	2. Notes:	
D. Receipts from Federal Government (from page 2)	0	a. Interest	0
E. Total receipts (A.7 + B + C + D)	3,313,634	b. Redemption	0
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	0
		C. Payments to State for highways	0
		D. Payments to toll facilities	0
		E. Total disbursements (A.6 + B.3 + C + D)	3,690,644

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)	0	0	0	0
1. Bonds (Refunding Portion)		0	0	
B. Notes (Total)	0	0	0	0

V. LOCAL ROAD AND STREET FUND BALANCE

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
		3,313,634	3,690,644		(377,010)

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:

COLORADO

YEAR ENDING (mm/yy):

12/31/2021

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments	0	a. Interest on investments	0
b. Other local imposts:		b. Traffic Fines & Penalties	43,982
1. Sales Taxes	2,942,204	c. Parking Garage Fees	0
2. Infrastructure & Impact Fees	0	d. Parking Meter Fees	0
3. Liens	0	e. Sale of Surplus Property	355
4. Licenses	0	f. Charges for Services	0
5. Specific Ownership &/or Other	0	g. Other Misc. Receipts	0
6. Total (1. through 5.)	2,942,204	h. Other	10,635
c. Total (a. + b.)	2,942,204	i. Total (a. through h.)	54,972
(Carry forward to page 1)		(Carry forward to page 1)	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	251,461	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	0
a. State bond proceeds		b. FEMA	0
b. Project Match		c. HUD	0
c. Motor Vehicle Registrations	30,992	d. Federal Transit Admin	0
d. Other (Specify) - DOLA Grant		e. U.S. Corps of Engineers	0
e. Other (Specify) State Grant	34,005	f. Other Federal	0
f. Total (a. through e.)	64,997	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	316,458	3. Total (1. + 2.g)	
		(Carry forward to page 1)	

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs	0	0	0
b. Engineering Costs	5,972	94,615	100,587
c. Construction:			
(1). New Facilities	0	0	0
(2). Capacity Improvements	0	0	0
(3). System Preservation	0	2,711	2,711
(4). System Enhancement & Operation	709,575	1,601,767	2,311,342
(5). Total Construction (1) + (2) + (3) + (4)	709,575	1,604,477	2,314,052
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	715,547	1,699,092	2,414,639
			(Carry forward to page 1)

Notes and Comments:

STATISTICAL INFORMATION

STATISTICAL SECTION

This part of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, required supplementary information, and supplementary information says about the government's overall financial health.

Contents	Page
Financial Trends	G1 - G5
<i>These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.</i>	
Revenue Capacity	G6 - G10
<i>These schedules include information to help the reader assess the government's most significant local revenue source. The City of Salida's most important revenue source is sales tax.</i>	
Debt Capacity	G11 - G14
<i>These schedules present information to help the reader assess the affordability of the government's current level of outstanding debt and the government's ability to issue additional debt in the future.</i>	
Demographic and Economic Information	G15 - G16
<i>These schedules help the reader understand the environment within which the government's financial activities take place.</i>	
Operating Information	G17 - G19
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.</i>	

CITY OF SALIDA, COLORADO
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
Schedule 1

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Governmental Activities										
Net Investment in Capital Assets	28,475,293	27,366,982	25,457,709	24,397,257	19,889,837	19,869,497	19,852,447	14,698,702	13,442,842	12,218,760
Restricted	793,044	670,645	596,103	415,821	357,296	673,749	394,208	2,794,809	3,254,234	1,483,322
Unrestricted	8,057,369	6,274,192	5,947,623	4,945,600	4,770,534	5,986,284	4,321,561	1,543,801	1,012,202	2,629,204
Subtotal Governmental Activities	37,325,706	34,311,819	32,001,435	29,758,678	25,017,667	26,529,530	24,568,216	19,037,312	17,709,278	16,331,286
Business-type Activities										
Net Investment in Capital Assets	17,543,524	16,565,969	19,103,620	19,543,829	19,251,243	17,626,979	17,385,077	15,351,346	14,149,193	12,784,270
Restricted	1,249,195	1,034,732	986,683	914,823	-	-	-	913,515	1,221,792	726,037
Unrestricted	6,523,503	6,448,009	5,785,854	6,143,842	4,829,020	4,044,718	3,908,583	3,023,309	3,093,102	3,024,469
Subtotal Business-type Activities	25,316,222	24,048,710	25,876,157	26,602,494	24,080,263	21,671,697	21,293,660	19,288,170	18,464,087	16,534,776
Primary Government										
Net Investment in Capital Assets	46,018,817	43,932,951	44,561,329	43,941,086	39,141,080	37,496,476	37,237,524	30,050,048	27,592,035	25,003,030
Restricted	2,042,239	1,705,377	1,582,786	1,330,644	357,296	673,749	394,208	3,708,324	4,476,026	2,209,359
Unrestricted	14,580,872	12,722,201	11,733,477	11,089,442	9,599,554	10,031,002	8,230,144	4,567,110	4,105,304	5,653,673
Total Primary Government Net Position	62,641,928	58,360,529	57,877,592	56,361,172	49,097,930	48,201,227	45,861,876	38,325,482	36,173,365	32,866,062

CITY OF SALIDA, COLORADO
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
Schedule 2

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Expenses										
Governmental Activities:										
General Government	\$ 2,270,818	\$ 2,515,773	\$ 915,020	\$ 1,175,900	\$ 1,574,671	\$ 1,524,785	\$ 1,175,090	\$ 1,414,429	\$ 1,929,106	\$ 1,730,060
Public Safety	4,371,506	4,389,355	3,509,183	3,283,906	3,096,405	2,715,406	2,578,402	2,529,710	2,354,999	2,255,274
Public works/Streets	2,591,055	2,862,257	3,445,982	1,827,415	2,056,193	1,568,062	1,275,564	1,109,882	705,819	650,668
Culture, parks and recreation	4,365,276	2,812,178	2,044,294	1,824,233	1,520,283	1,301,834	1,241,164	948,611	975,610	748,978
Interest on long-term debt	34,966	41,070	42,165	37,263	41,032	252,804	299,103	52,890	60,074	97,739
Total Governmental Activities	13,633,621	12,620,633	9,956,644	8,148,717	8,288,584	7,362,891	6,569,323	6,055,522	6,025,608	5,482,719
Business-type Activities:										
Water	1,946,386	2,194,312	1,799,018	1,286,580	1,421,395	1,992,682	1,405,023	1,344,957	1,304,607	1,239,112
Sewer	2,947,512	2,699,215	2,434,702	2,365,047	2,173,083	2,117,033	2,014,136	2,189,182	1,753,919	1,022,594
Steamplant Event Center	-	-	747,091	715,902	548,550	480,588	431,307	428,950	401,821	371,219
Total Business-type Activities	4,893,898	4,893,527	4,980,811	4,367,529	4,143,028	4,590,303	3,850,466	3,963,089	3,460,347	2,632,925
Total Primary Government Expenses	\$ 18,527,519	\$ 17,514,160	\$ 14,937,455	\$ 12,516,246	\$ 12,431,612	\$ 11,953,194	\$ 10,419,789	\$ 10,018,611	\$ 9,485,955	\$ 8,115,644
Program Revenues										
Governmental Activities:										
Charges for services										
General government	\$ 307,328	\$ 334,350	\$ 193,202	\$ 314,597	\$ 251,388	\$ 196,540	\$ 185,753	\$ 76,164	\$ 282,533	\$ 134,861
Public safety	208,595	250,794	202,702	79,729	91,675	85,844	116,168	56,244	118,978	135,587
Public works/Streets	96,372	35,033	26,733	23,147	24,230	56,644	29,631	26,659	17,931	23,246
Culture, parks and recreation	479,100	311,145	524,994	472,912	464,586	466,241	843,380	414,489	376,135	360,572
Operating grants and contributions	1,651,206	1,017,909	499,086	389,021	327,318	311,556	417,178	1,854,868	1,692,996	271,211
Capital grants and contributions	400,902	28,944	371,830	827,689	363,576	305,619	1,736,311	200,965	176,603	904,196
Total Governmental Activities	3,143,503	1,978,175	1,818,547	2,107,095	1,522,773	1,422,444	3,328,421	2,629,389	2,665,176	1,829,673
Business-type Activities:										
Charges for services										
Water	1,868,307	1,859,763	1,746,298	1,756,919	1,671,803	1,659,177	1,521,749	1,527,072	1,639,583	1,497,352
Sewer	1,696,724	1,556,395	1,378,262	1,377,798	1,345,584	1,345,305	1,304,101	1,239,528	1,232,454	1,301,950
Steamplant Event Center	N/A	N/A	392,721	368,684	324,615	259,240	220,070	258,640	249,756	196,014
Operating grants and contributions	-	-	903	5,060	16,911	8,031	44,479	-	-	-
Capital grants and contributions	2,616,685	1,283,573	1,198,157	2,191,124	2,677,589	1,554,433	2,536,446	1,530,286	2,177,661	329,240
Total Business-type activities	6,181,716	4,699,731	4,716,341	5,699,585	6,036,502	4,826,186	5,626,845	4,555,526	5,299,454	3,324,556
Total Primary Government Program Revenues	\$ 9,325,219	\$ 6,677,906	\$ 6,534,888	\$ 7,806,680	\$ 7,559,275	\$ 6,248,630	\$ 8,955,266	\$ 7,184,915	\$ 7,964,630	\$ 5,154,229
Net (Expense)/Revenue										
Governmental Activities	\$ (10,490,118)	\$ (10,642,458)	\$ (8,138,097)	\$ (6,041,622)	\$ (6,765,811)	\$ (5,940,447)	\$ (3,240,902)	\$ (3,426,133)	\$ (3,360,432)	\$ (3,653,046)
Business-type Activities	1,287,818	(193,796)	(264,470)	1,332,056	1,893,474	235,883	1,776,379	592,437	1,839,107	691,631
Total Primary Government Net (Expense)/Revenue	\$ (9,202,300)	\$ (10,836,254)	\$ (8,402,567)	\$ (4,709,566)	\$ (4,872,337)	\$ (5,704,564)	\$ (1,464,523)	\$ (2,833,696)	\$ (1,521,325)	\$ (2,961,415)

CITY OF SALIDA, COLORADO
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
Schedule 2 (Continued)

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Revenues and other changes in net position										
Governmental Activities:										
Sales Tax	\$ 9,194,557	\$ 7,723,299	\$ 6,609,399	\$ 6,110,252	\$ 5,725,577	\$ 5,162,570	\$ 4,859,598	\$ 4,399,693	\$ 4,172,734	\$ 5,246,250
Sales Tax - County	3,207,757	2,580,358	2,303,168	1,997,746	1,849,781	1,785,695	1,586,472	-	-	-
Franchise Taxes	351,746	329,232	345,904	339,620	308,338	303,382	334,172	344,284	370,021	291,694
Occupation Taxes	467,235	349,513	337,316	-	-	248,230	205,150	217,212	242,902	176,543
Unrestricted Investment Earnings	(17,573)	79,103	115,718	75,419	32,320	15,386	10,256	10,482	3,834	6,552
Capital Contributions	-	-	-	3,172,780	-	-	-	-	-	-
Miscellaneous	300,283	159,024	76,441	214,764	433,146	518,794	11,112	3,362	33,333	75,822
Gain (Loss) on sale of assets	-	-	17,628	-	(9,328)	75,903	-	-	-	(2,231,233)
Transfers in (out)	-	1,732,313	575,280	(1,127,948)	(635,280)	(124,100)	(220,103)	(220,866)	(84,400)	(100,000)
Total general revenues, special items, and transfers	13,504,005	12,952,842	10,380,854	10,782,633	7,704,554	7,985,860	6,786,657	4,754,167	4,738,424	3,465,628
Business-type Activities:										
Unrestricted investment earnings	\$ (20,906)	\$ 98,662	\$ 113,413	\$ 62,227	\$ 33,354	\$ 18,054	\$ 9,008	\$ 10,782	\$ 6,193	\$ 7,592
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Gain (Loss) on sale of assets	600	-	-	-	(10,316)	-	-	-	(389)	(260,671)
Transfers in (out)	-	(1,732,313)	(575,280)	1,127,948	635,280	124,100	220,103	220,866	84,400	100,000
Total Business-type activities	(20,306)	(1,633,651)	(461,867)	1,190,175	658,318	142,154	229,111	231,648	90,204	(153,079)
Total primary government	\$ 13,483,699	\$ 11,319,191	\$ 9,918,987	\$ 11,972,808	\$ 8,362,872	\$ 8,128,014	\$ 7,015,768	\$ 4,985,815	\$ 4,828,628	\$ 3,312,549
Change in Net Position										
Governmental Activities	\$ 3,013,887	\$ 2,310,384	\$ 2,242,757	\$ 4,741,011	\$ 938,743	\$ 2,045,413	\$ 3,545,755	\$ 1,328,034	\$ 1,377,992	\$ (187,418)
Business-type Activities	1,267,512	(1,827,447)	(726,337)	2,522,231	2,551,792	378,037	2,005,490	824,085	1,929,311	538,552
Total Change in Net Position	\$ 4,281,399	\$ 482,937	\$ 1,516,420	\$ 7,263,242	\$ 3,490,535	\$ 2,423,450	\$ 5,551,245	\$ 2,152,119	\$ 3,307,303	\$ 351,134

CITY OF SALIDA, COLORADO
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
Schedule 3

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Fund										
Nonspendable	\$ 62,427	\$ 37,072	\$ 24,454	\$ 22,985	\$ 92,753	\$ 57,959	\$ 10,846	\$ -	\$ 54,524	\$ 50,496
Restricted	480,000	380,000	360,000	224,000	225,000	265,000	275,014	226,411	230,935	211,288
Committed	2,010,234	1,809,178	-	-	-	-	1,117,840	2,444,494	2,709,676	1,009,819
Assigned	-	-	-	-	-	-	8,855	6,677	4,720	4,862
Unassigned	4,913,821	3,965,276	5,477,983	5,235,354	5,126,170	5,553,396	3,297,580	1,612,216	1,016,892	2,631,135
Total General Fund	\$ 7,466,482	\$ 6,191,526	\$ 5,862,437	\$ 5,482,339	\$ 5,443,923	\$ 5,876,355	\$ 4,710,135	\$ 4,289,798	\$ 4,016,747	\$ 3,907,600
All other governmental funds										
Nonspendable	\$ 28,473	\$ 27,100	\$ 18,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	313,044	290,645	236,103	191,821	132,296	125,983	119,194	-	-	-
Committed	1,358,079	888,678	146,016	580,679	281,084	282,766	253,277	-	-	-
Assigned	-	-	280,558	-	-	-	-	117,227	308,903	257,353
Unassigned	-	-	-	(893,418)	(729,473)	-	-	-	-	-
Total all other governmental funds	\$ 1,699,596	\$ 1,206,423	\$ 681,289	\$ (120,918)	\$ (316,093)	\$ 408,749	\$ 372,471	\$ 117,227	\$ 308,903	\$ 257,353

CITY OF SALIDA, COLORADO
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
Schedule 4

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Revenues										
Taxes	\$ 10,013,538	\$ 8,416,772	\$ 7,306,779	\$ 6,456,172	\$ 6,033,915	\$ 5,714,182	\$ 5,398,920	\$ 4,961,189	\$ 4,785,657	\$ 5,714,487
Intergovernmental	5,338,664	3,757,916	3,288,305	3,308,118	2,646,707	2,508,023	3,072,527	2,047,493	1,851,599	1,267,633
Charges for services	746,275	572,005	680,845	689,228	641,149	628,553	635,945	485,844	524,658	470,926
Fines and forfeitures	49,037	47,791	57,472	72,183	61,756	46,737	50,192	51,383	61,892	65,587
Interest revenue	(17,573)	79,094	115,718	75,419	32,320	15,386	10,256	-	-	6,552
Insurance Proceeds	173,131	90,788	-	-	-	-	-	-	-	-
Other revenues	349,426	251,933	187,374	243,776	456,088	648,401	701,104	58,514	264,194	101,369
Total Revenues	16,652,498	13,216,299	11,636,493	10,844,896	9,871,935	9,561,282	9,868,944	7,604,423	7,488,000	7,626,554
Expenditures										
Current:										
General government	2,028,216	2,259,376	1,718,222	1,334,406	1,445,588	1,241,479	1,041,907	969,145	922,737	845,762
Public safety	4,086,886	3,638,008	3,394,005	3,003,536	2,820,575	2,451,591	2,509,421	2,390,535	2,228,947	2,155,541
Public works/streets	2,418,652	1,301,433	1,303,326	1,079,137	1,134,641	937,511	737,210	639,958	622,001	564,611
Culture, parks and recreation	2,433,578	2,228,879	1,522,322	1,254,096	1,186,520	1,036,540	902,875	980,854	1,107,569	877,023
Capital outlay	3,669,531	2,583,790	3,093,862	3,995,457	3,362,007	2,014,813	3,523,792	2,159,856	2,199,817	1,998,705
Debt service:										
Principal	212,540	212,495	211,401	160,053	120,800	418,536	216,677	109,103	105,460	76,778
Interest and fiscal charges	34,966	41,070	42,165	37,263	41,032	134,214	280,670	52,730	56,372	95,910
Total Expenditures	14,884,369	12,265,051	11,285,303	10,863,948	10,111,163	8,234,684	9,212,552	7,302,181	7,242,903	6,614,330
Excess (Deficiency) of Revenue over Expenditures	\$ 1,768,129	\$ 951,248	\$ 351,190	\$ (19,052)	\$ (239,228)	\$ 1,326,598	\$ 656,392	\$ 302,242	\$ 245,097	\$ 1,012,224
Other Financing Sources (Uses):										
Transfers in	\$ 984,730	\$ 252,488	\$ 1,580,006	\$ 796,319	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out	(984,730)	(349,513)	(1,004,726)	(1,061,128)	(635,280)	(124,100)	(220,103)	(220,866)	(84,400)	(100,000)
Lease proceeds	-	-	255,835	161,723	-	-	-	-	-	-
TABOR Refund	-	-	-	(84,101)	-	-	-	-	-	-
Capital Contributions	-	-	-	439,830	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	(97,025)	831,115	252,643	(635,280)	(124,100)	(220,103)	(220,866)	(84,400)	(100,000)
Net change in fund balances	\$ 1,768,129	\$ 854,223	\$ 1,182,305	\$ 233,591	\$ (874,508)	\$ 1,202,498	\$ 436,289	\$ 81,376	\$ 160,697	\$ 912,224
Debt service as a percentage of noncapital expenditures	2.10%	2.42%	2.90%	2.78%	3.97%	8.80%	8.74%	3.11%	3.07%	3.64%

CITY OF SALIDA, COLORADO
Tax Revenues by Source - Governmental Funds
(Major Component of Revenue Base)
Last Ten Fiscal Years
Schedule 5

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Tax Revenue Source										
Sales Tax (net of rebates)	\$ 9,194,557	\$ 7,723,299	\$ 6,609,399	\$ 5,881,098	\$ 5,540,130	\$ 5,162,570	\$ 4,859,598	\$ 4,399,693	\$ 4,172,734	\$ 5,246,250
Sales Tax - County	3,207,757	2,580,358	2,303,168	1,997,746	1,849,781	1,785,695	1,586,472	1,432,420	1,354,142	-
Franchise Tax	351,746	329,232	345,904	339,620	308,338	303,382	334,172	344,284	370,021	291,694
Occupation Tax	467,235	349,513	337,316	229,154	185,447	248,230	205,150	217,212	242,902	176,543
	<u>\$ 13,221,295</u>	<u>\$ 10,982,402</u>	<u>\$ 9,595,787</u>	<u>\$ 8,447,618</u>	<u>\$ 7,883,696</u>	<u>\$ 7,499,877</u>	<u>\$ 6,985,392</u>	<u>\$ 6,393,609</u>	<u>\$ 6,139,799</u>	<u>\$ 5,714,487</u>
 % Change from Prior Year	 20.4%	 14.5%	 13.6%	 7.2%	 5.1%	 7.4%	 9.3%	 4.1%	 7.4%	 9.2%
 Percentage of Total Tax Revenues										
Sales Tax	69.5%	70.3%	68.9%	69.6%	70.3%	68.8%	69.6%	68.8%	68.0%	91.8%
Sales Tax - County	24.3%	23.5%	24.0%	23.6%	23.5%	23.8%	22.7%	22.4%	22.1%	0.0%
Franchise Tax	2.7%	3.0%	3.6%	4.0%	3.9%	4.0%	4.8%	5.4%	6.0%	5.1%
Occupation Tax	3.5%	3.2%	3.5%	2.7%	2.4%	3.3%	2.9%	3.4%	4.0%	3.1%
% of Total Tax Revenue	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
 % of Total Governmental Fund Revenues	 79.4%	 83.2%	 82.5%	 77.9%	 79.9%	 78.4%	 70.8%	 84.1%	 82.0%	 74.9%

CITY OF SALIDA, COLORADO
Assessed Value and Estimated Actual Value of Taxable Property
Last Nine Fiscal Years
Schedule 6

	Fiscal Year								
	2021	2020	2019	2018	2017	2016	2015	2014	2013
Estimated Actual Value									
Agricultural	\$ 500,329	\$ 373,360	\$ 372,599	\$ 411,421	\$ 412,401	\$ 288,370	\$ 363,277	\$ 404,854	\$ 331,309
Commercial	223,353,032	182,739,025	176,804,847	163,298,276	166,688,470	152,410,307	146,664,715	147,105,506	147,318,330
Exempt	186,727,835	170,604,354	169,805,691	160,488,186	157,538,242	153,549,567	136,538,236	120,307,392	101,809,706
Industrial	9,718,900	6,694,588	7,168,079	6,630,129	6,196,817	6,033,518	6,048,389	5,512,666	5,592,221
Residential	1,233,372,796	1,030,166,281	1,007,678,761	777,475,475	749,999,937	625,274,481	611,270,187	557,137,874	548,748,243
State Assessed	19,297,800	17,964,430	24,065,520	15,012,280	15,498,090	14,512,700	14,115,300	12,044,100	13,094,190
Vacant Land	37,012,498	25,768,674	24,853,057	16,867,409	17,512,005	13,762,393	14,155,190	12,550,939	12,937,332
Total estimated actual value	\$ 1,709,983,190	\$ 1,434,310,712	\$ 1,410,748,554	\$ 1,140,183,176	\$ 1,113,845,962	\$ 965,831,336	\$ 929,155,294	\$ 855,063,331	\$ 829,831,331
Percentage change from prior year	19.2%	1.7%	23.7%	2.4%	15.3%	3.9%	8.7%	3.0%	
Taxable Assessed Value									
Agricultural	\$ 145,100	\$ 108,270	\$ 108,050	\$ 119,330	\$ 119,620	\$ 83,620	\$ 105,350	\$ 117,410	\$ 96,080
Commercial	64,772,360	52,993,970	51,273,260	47,356,280	48,339,590	44,199,170	42,532,780	42,660,720	42,722,430
Exempt	52,609,260	48,250,180	48,018,550	45,541,060	44,766,580	43,567,690	38,634,410	33,945,000	28,634,530
Industrial	2,818,450	1,941,430	2,078,740	1,922,740	1,797,080	1,749,690	1,753,990	1,598,660	1,621,740
Residential	88,187,840	73,657,000	72,049,270	55,977,910	53,999,620	49,772,610	48,657,930	44,346,970	43,679,120
State Assessed	5,594,520	5,208,320	6,978,990	4,353,570	4,494,450	4,208,710	4,093,360	3,494,260	3,799,320
Vacant Land	10,733,980	7,472,980	7,207,490	4,891,620	5,079,520	3,991,168	4,105,053	3,639,778	3,751,829
Total Taxble Assessed Value	\$ 224,861,510	\$ 189,632,150	\$ 187,714,350	\$ 160,162,510	\$ 158,596,460	\$ 147,572,658	\$ 139,882,873	\$ 129,802,798	\$ 124,305,049
Taxable Assessed Value as a Percentage of Estimated Actual Value									
Agricultural	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
Commercial	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
Exempt	28.2%	28.3%	28.3%	28.4%	28.4%	28.4%	28.3%	28.2%	28.1%
Industrial	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
Residential	7.2%	7.2%	7.2%	7.2%	7.2%	8.0%	8.0%	8.0%	8.0%
State Assessed	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
Vacant Land	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
Total	13.1%	13.2%	13.3%	14.0%	14.2%	15.3%	15.1%	15.2%	15.0%

Source: County Assessor's Office

Note: The City of Salida does not levy a property tax.

Property in the county is reassessed every two years in each odd-numbered year (2019, 2017, etc)

CITY OF SALIDA, COLORADO
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years
Schedule 7

Taxing Entity	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
City of Salida	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Chaffee County	2.75%	2.75%	2.75%	2.5%	2.5%	2.5%	2.0%	2.0%	2.0%	2.0%
State of Colorado	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%
Total Sales Tax Rate	8.65%	8.65%	8.65%	8.40%	8.40%	8.40%	7.90%	7.90%	7.90%	7.90%

CITY OF SALIDA, COLORADO
Taxable Sales and Sales Tax Collections by Category
Last Seven Fiscal Years
Schedule 8

	Fiscal Year						
	2021	2020	2019	2018	2017	2016	2015
Total Sales (Calculated) *	\$ 306,485,233	\$ 257,443,300	\$ 221,688,582	\$ 198,080,774	\$ 184,671,000	\$ 175,391,233	\$ 166,062,700
Sales Tax Collections							
Retail trade	\$ 6,231,857	\$ 5,517,768	\$ 4,404,863	\$ 4,048,814	\$ 3,748,399	\$ 3,617,791	\$ 3,421,713
Accommodation & Food Service	1,670,369	1,206,824	1,307,816	1,203,600	1,147,335	1,036,736	975,740
Wholesale Trade	272,264	188,030	162,239	67,657	58,350	58,009	51,792
Manufacturing	266,513	228,877	170,388	159,524	112,518	91,631	66,813
Other Services	182,374	143,086	125,846	103,786	93,025	79,785	84,828
Construction	140,568	100,919	100,171	64,623	61,360	69,343	60,775
Information	92,519	77,196	123,619	87,368	90,414	95,678	100,060
Real Estate and Rental and Leasing	67,624	44,797	66,721	51,782	42,320	38,071	43,768
Arts, Entertainment & Recreation	49,272	24,642	20,076	17,051	15,021	10,345	11,956
Professional, Scientific and Technical	38,621	31,931	15,078	15,808	13,186	19,576	13,580
Finance and Insurance	7,948	7,617	6,670	3,847	3,023	2,965	2,270
Administrative and Support and Waste Management and Remediation	6,743	3,426	7,349	2,184	3,828	2,941	3,743
Transportation and Warehousing	2,687	3,207	2,302	-	-	-	-
Health Care and Social Assistance	2,574	1,602	1,687	1,671	1,373	6,669	11,992
Mining, Quarrying and Oil & Gas Extraction	2,211	1,961	1,467	327	-	31	192
Agriculture, Forestry, Fishing and Hunting	2,118	1,415	3,803	3,042	2,454	2,312	1,796
Educational Services	1,335	524	372	77	180	221	378
Management of Companies and Enterprises	NR	NR	NR	NR	NR	NR	NR
Public Administration	NR	NR	NR	NR	NR	NR	NR
Utilities	NR	NR	NR	NR	NR	NR	NR
Grand Total	\$ 9,194,557	\$ 7,723,299	\$ 6,650,657	\$ 5,942,423	\$ 5,540,130	\$ 5,261,737	\$ 4,981,881
Percentage of Total Sales Tax							
Retail trade	67.8%	71.4%	66.2%	68.1%	67.7%	68.8%	68.7%
Accommodation & Food Service	18.2%	15.6%	19.7%	20.3%	20.7%	19.7%	19.6%
Manufacturing	3.0%	2.4%	2.4%	1.1%	1.1%	1.1%	1.0%
Wholesale Trade	2.9%	3.0%	2.6%	2.7%	2.0%	1.7%	1.3%
Other Services	2.0%	1.9%	1.9%	1.7%	1.7%	1.5%	1.7%
Construction	1.5%	1.3%	1.5%	1.1%	1.1%	1.3%	1.2%
Information	1.0%	1.0%	1.9%	1.5%	1.6%	1.8%	2.0%
Real Estate and Rental and Leasing	0.7%	0.6%	1.0%	0.9%	0.8%	0.7%	0.9%
Professional, Scientific and Technical	0.5%	0.3%	0.3%	0.3%	0.3%	0.2%	0.2%
Arts, Entertainment & Recreation	0.4%	0.4%	0.2%	0.3%	0.2%	0.4%	0.3%
Finance and Insurance	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.0%
Administrative and Support and Waste Management and Remediation	0.1%	0.0%	0.1%	0.0%	0.1%	0.1%	0.1%
Transportation and Warehousing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mining, Quarrying and Oil & Gas Extraction	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.2%
Health Care and Social Assistance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Agriculture, Forestry, Fishing and Hunting	0.0%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%
Educational Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NR	1.7%	1.8%	2.0%	1.9%	2.7%	2.5%	2.6%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

* As a Colorado Statutory City, the state manages sales tax collections. The state does not share total sales so this number has been calculated based on the City's tax rate of 3%.

NR - Not releasable due to taxpayer confidentiality requirements. Total includes NR data.

CITY OF SALIDA, COLORADO
Principal Sales Tax Taxpayers
Current Year and 7 years ago (not tracked previously)
Schedule 9

Taxpayer	2021 Rank	2015 Rank
Wal-Mart Stores Inc & Subsidiaries	1	1
Safeway Store Forty Six Inc	2	2
Murdoch's Ranch & Home Supply	3	3
Town & Country Autoplex Salida Inc	4	9
Amazon.Com Services	5	
Vitamin Cottage Natural Food Market	6	
American Hunting and Firearms Service	7	
FCI Ind Inc	8	
AIRBNB Inc	9	
Public Service Co of Colorado	10	5
Hylton Lumber Co		4
JJF&C Inc		6
McDonald's of Salida		7
Atmos Energy Corp		8
Cheyenne Hotels LLC		10
Total sales taxes paid by top 10 taxpayers *	<u>\$ 4,015,741</u>	<u>\$ 2,493,436</u>
Percentage of Total Sales Tax Collected	<u>43.7%</u>	<u>50.1%</u>

* Sales tax vendor information is confidential and can only be disclosed in the aggregate.

Note: The City of Salida does not collect a property tax.

CITY OF SALIDA, COLORADO
 Ratios of Outstanding Debt by Type
 Last Ten Fiscal Years
 Schedule 10

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Governmental Activities										
Leases	\$ 754,202	\$ 974,784	\$ 1,187,150	\$ 1,142,716	\$ 1,141,046	\$ 1,261,846	\$ 1,378,614	\$ 1,491,483	\$ 1,600,585	\$ 1,706,046
Business Type Activities										
Notes & Loans	\$ 647,628	\$ 708,987	\$ 768,647	\$ 678,551	\$ 444,919	\$ 483,172	\$ 2,465,900	\$ 2,778,130	\$ 3,089,885	\$ 3,376,187
Revenue Bond	11,125,337	11,481,071	11,831,388	12,176,422	12,491,301	12,811,155	13,416,102	13,944,005	14,465,700	14,848,000
Leases	395,619	467,198	-	-	-	-	-	-	-	-
Total	\$ 12,168,584	\$ 12,657,256	\$ 12,600,035	\$ 12,854,973	\$ 12,936,220	\$ 13,294,327	\$ 15,882,002	\$ 16,722,135	\$ 17,555,585	\$ 18,224,187
Total Debt	\$ 12,922,786	\$ 13,632,040	\$ 13,787,185	\$ 13,997,689	\$ 14,077,266	\$ 14,556,173	\$ 17,260,616	\$ 18,213,618	\$ 19,156,170	\$ 19,930,233
Percentage of Personal Income (1)	(2)	7.8%	7.9%	8.3%	8.5%	9.6%	13.2%	13.4%	14.9%	15.0%
Debt per Capita (1)	(2)	\$ 2,241	\$ 2,307	\$ 2,402	\$ 2,503	\$ 2,668	\$ 3,233	\$ 3,367	\$ 3,606	\$ 3,774

(1) Personal income and population are disclosed on Demographic and Economic Statistics table.

(2) Statistics are not yet available for 2021.

CITY OF SALIDA, COLORADO
Ratios of Net General Bonded Debt Outstanding
Last Ten Fiscal Years
Schedule 11

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Revenue Bonds	\$ 11,125,337	\$ 11,481,071	\$ 11,831,388	\$ 12,176,422	\$ 12,491,301	\$ 12,811,155	\$ 13,416,102	\$ 13,944,005	\$ 14,465,700	\$ 14,848,000
Less: Bond Reserves	1,082,779	1,034,732	986,683	914,823	-	-	-	913,515	1,221,792	726,037
Total	\$ 10,042,558	\$ 10,446,339	\$ 10,844,705	\$ 11,261,599	\$ 12,491,301	\$ 12,811,155	\$ 13,416,102	\$ 13,030,490	\$ 13,243,908	\$ 14,121,963
Percentage of Estimated Actual Value of Taxable Property (1)	0.59%	0.73%	0.77%	0.99%	1.12%	1.33%	1.44%	1.52%	1.60%	*
Debt per Capita (2)	*	\$ 1,844	\$ 1,783	\$ 1,884	\$ 2,143	\$ 2,278	\$ 2,459	\$ 2,441	\$ 2,448	\$ 2,659

* Population or taxable property values are not available

(1) Actual Property values are disclosed on Assessed Value and Estimated Actual Value of Taxable Property Schedule

(2) Population figures are disclosed on Demographic and Economic Statistics table

CITY OF SALIDA, COLORADO
Direct and Overlapping Governmental Activities Debt
As of December 31, 2021
Schedule 12

Government Unit	Debt Outstanding	Estimated Percentage Applicable (2)	Amount Applicable to City of Salida
Salida School District (1)	\$ 19,105,691	100.0%	\$ 19,105,691
Chaffee County	13,983,088	22.9%	<u>3,198,618</u>
Subtotal Overlapping Debt			22,304,309
City of Salida direct debt			<u>974,656</u>
Total direct and overlapping debt			<u><u>\$ 23,278,965</u></u>

(1) As of June 30, 2021.

(2) Assessed values used to estimate applicable percents.

CITY OF SALIDA, COLORADO
Legal Debt Margin Information
Last Eight Fiscal Years
Schedule 13

	Fiscal Year							
	2021	2020	2019	2018	2017	2016	2015	2014
Actual Value *	\$ 1,587,986,772	\$ 1,301,081,857	\$ 1,274,522,142	\$ 1,019,622,128	\$ 993,692,869	\$ 850,354,292	\$ 831,734,976	\$ 770,019,521
Debt Limit (3% of Actual Value)	47,639,603	39,032,456	38,235,664	30,588,664	29,810,786	25,510,629	24,952,049	23,100,586
Debt Applicable to Limit - General Obligation Bonds	-	-	-	-	-	-	-	-
Legal Debt Margin	\$ 47,639,603	\$ 39,032,456	\$ 38,235,664	\$ 30,588,664	\$ 29,810,786	\$ 25,510,629	\$ 24,952,049	\$ 23,100,586

The Constitutional debt limitation applies to all general obligation bonds authorized. Additional general obligation bonds may be authorized to be issued if so approved by a majority of those voting in an election held for that purpose.

* Source: County Abstract of Assessment

CITY OF SALIDA, COLORADO
Demographic and Economic Statistics
Last Ten Fiscal Years
Schedule 14

	Fiscal Year										
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	
Population (1)	*	5,666	6,082	5,977	5,828	5,624	5,455	5,339	5,409	5,312	
Median Age (1)(4) ~	*	44.0	47.2	46.7	50.0	48.9	46.6	47.0	45.7	45.7	
Per Capita Income (1)(4) ~	*	\$ 29,727	\$ 28,619	\$ 29,382	\$ 28,991	\$ 29,281	\$ 27,743	\$ 24,459	\$ 25,165	\$ 24,255	
Personal Income	*	\$ 168,433,182	\$ 174,060,758	\$ 175,616,214	\$ 168,959,548	\$ 164,676,344	\$ 151,338,065	\$ 130,586,601	\$ 136,117,485	\$ 128,842,560	
Public School Enrollment (PreK-12) (2)	1,449	1,362	1,445	1,380	1,373	1,343	1,291	1,194	1,176	1,156	
Unemployment Rate (3)	3.2	5.4	2.2	2.6	2.3	2.0	2.7	3.9	5.4	6.9	
Median Household Income for all Occupied Housing Units (1)(4) ~	*	\$ 49,939	\$ 46,875	\$ 46,308	\$ 39,741	\$ 39,706	\$ 40,801	\$ 39,547	\$ 38,140	\$ 40,056	
Median Value of Owner-Occupied Housing Units (1)(4) ~	*	\$ 342,200	\$ 328,200	\$ 306,100	\$ 274,900	\$ 252,900	\$ 248,400	\$ 235,000	\$ 245,000	\$ 236,289	

Sources and Explanatory Notes:

(1) U.S. Census Bureau

(2) Salida Public School District R-32-J and Salida Montessori Charter School (Note: The Salida Montessori Charter School opened 2015)

(3) fred.stlouisfed.org

(4) American Community Survey

~ Approximate values are from the American Community Survey which is a 5-year estimate so the figures were not exact

* Statistics not yet released for 2021

CITY OF SALIDA, COLORADO
Principal Employers
Fiscal Year 2021
Schedule 15

Employer	2021	Percentage of Total City Employment
Heart Of The Rockies Regional Medical Center	463	14.0%
Chaffee County Government	244	7.4%
Salida School District R32 (Admin and all schools)	237	7.2%
Walmart Supercenter	160	4.8%
City of Salida	93	2.8%
Columbine Manor Care Center	53	1.6%
	1,250	37.7%

Source: Information received directly from employers listed.

Note: Total City Employment estimate based on census bureau reporting 58.5% of population is in the labor force.

CITY OF SALIDA, COLORADO
Operating Information - Full-time Equivalent Employees by Function
Schedule 16

	Fiscal Years									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Fund										
Administration & Finance	6.67	5.90	5.90	5.83	-----Not Tracked-----			5.23	4.50	4.50
Community Development	3.33	3.00	3.00	2.82	-----Not Tracked-----			2.88	2.50	2.00
Police Department	21.33	21.00	20.00	18.55	-----Not Tracked-----			17.00	17.00	16.00
Fire Department	14.83	14.00	13.15	12.11	-----Not Tracked-----			10.67	10.70	10.60
Public Works - General	1.00	1.00	1.00	1.00	-----Not Tracked-----			1.00	1.00	1.00
Public Works - Streets	4.34	4.34	4.34	4.34	-----Not Tracked-----			4.34	4.34	4.34
Arts & Culture*	5.90	6.40	7.00	7.08	-----Not Tracked-----			5.18	4.50	4.00
Parks & Recreation	20.53	17.70	19.25	18.39	-----Not Tracked-----			11.13	11.90	11.80
Subtotals	77.93	73.34	73.64	70.12	-----Not Tracked-----			57.43	56.44	54.24
Water and Wastewater Enterprise										
Water Plant	7.28	6.68	6.53	7.28	-----Not Tracked-----			7.28	7.28	7.28
Sewer Plant	7.36	7.28	7.43	7.19	-----Not Tracked-----			8.28	8.28	8.28
Totals	92.57	87.30	87.60	84.59	-----Not Tracked-----			72.99	72.00	69.80

*Prior to 2020, this department was a separate Enterprise fund, the SteamPlant fund.

CITY OF SALIDA, COLORADO
Operating Indicators by Function
Schedule 17

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Government:										
Building permits	253	183	192	207	183	197	151	133	74	85
Birth certificates processed	346	249	415	370	412	392	430	371	307	380
Death certificates processed	1371	1440	1355	1188	1321	1370	1421	416	205	52
Liquor licenses processed	45	Data Not Available						48	63	57
Council resolutions	44	47	65	57	70	97	103	95	86	77
Council ordinances	20	14	18	17	23	28	24	28	35	31
Open records requests	41	54	126	92	48	87	66	45	84	17
Public Safety:										
Number of police calls for service	7,969	6,747	5,381	5,287	5,826	5,782	4,717	Data Not Available		
Number of arrests	432	355	373	397	440	351	275	391	404	341
Number of citations	837	932	863	1,273	1,228	860	778	Data Not Available		
Number of parking violations	469	145	405	765	766	780	712	756	570	569
Number of fire emergency responses	1,053	1,088	984	956	969	897	1,081	1,048	961	1,064
Number of fires extinguished	27	16	19	21	61	23	22	27	29	29
Number of fire inspections	244	213	247	246	250	242	276	165	153	155
Water Treatment Plant:										
Water Usage (in millions of gallons)	383.962	443.956	396.455	414.923	365.144	381.303	354.766	364.984	390.700	427.600
Number of new taps	183	65	58	93	64	76	52	46	24	20
Wastewater Treatment Plant:										
Sewer Usage (in millions of gallons)	387.125	407.262	375.463	395.997	350.436	352.081	343.106	160.177	Data Not Available	
Number of new taps*	271	146	118	133	93	116	68	53	27	25
Pool, Parks and Recreation**:										
Park rentals booked	138	79	Data Not Available					139	108	119
Participants in Rec Programs	1,047	266	Data Not Available					Data Not Available		
Number of Access passes sold	1,843	6,266	Data Not Available					Data Not Available		
Number of Drop-in Registrations	26,131	41,993	Data Not Available					28,444	26,484	25,130
Arts and Culture:										
Number of events at SteamPlant	576	361	825	661	498	528	590	546	506	520
SteamPlant event hours	2,200	1,062	2,920	2,461	1,649	1,247	1,563	1,520	1,429	1,531
SteamPlant free events	140	117	243	204	174	204	238	244	201	177
People attending events	16,525	10,775	46,248	39,719	31,160	31,416	35,468	34,434	35,442	35,983

*Beginning in 2017, the City of Salida started handling Town of Poncha Springs Sewer Taps

**Estimated figures for 2020

Sources: Various City Departments

CITY OF SALIDA, COLORADO
Capital Asset Statistics by Function
Schedule 18

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Government										
Number of General Government Buildings	1	1	1	1	1	1	1	1	1	1
Number of Airports*	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Number of Community Centers	1	1	1	1	1	1	1	1	1	1
Number of Museums	1	1	1	1	1	1	1	1	1	1
Number of Golf Courses	1	1	1	1	1	1	1	1	1	1
Public Safety										
Number of Police Stations	1	1	1	1	1	1	1	1	1	1
Number of Police Vehicles	21	20	20	19	19	19	18	18	18	17
Number of Mobile Speed Trailers	1	1	1	1	1	1	1	1	1	1
Number of Fire Stations	1	1	1	1	1	1	1	1	1	1
Number of Fire Trucks	3	3	3	3	3	4	4	4	4	4
Water / Wastewater Treatment										
Number of Treatment Plants	4	4	4	4	4	4	4	4	4	4
Miles of Sewer Lines	48.6	46.7	45.8	44.3	44.1	43.7	43.2	43	43	43
Miles of Water Lines	57.4	44.6	44.2	44.2	44.2	43.2	42.8	42.5	42.5	42.5
Public Works										
Miles of Streets	40	39.2	38.7	37.7	37.4	37.4	37.4	37.2	37.2	37.2
Number of Street Lights***	565	560	550	540	530	525	525	525	525	525
Number of Electric Vehicle (EV) Charging Stations	5	3	3	0	0	0	0	0	0	0
Parks & Recreation										
Number of Aquatic Centers	1	1	1	1	1	1	1	1	1	1
Miles of Hot Water Lines	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85
Number of Bike Racks	21	21				Data Not Available				
Number of Skate Parks	2	1	1	1	1	1	1	1	1	1
Acres of Parks**	445	445				Data Not Available				
Number of Parks	16	16				Data Not Available				
Number of Trees	533	533				Data Not Available				
Number of Amphitheaters	1	1	1	1	1	1	1	1	1	1
Miles of Trails	6.55	6.55				Data Not Available				
Number of Trash Cans	95					Data Not Available				
Number of Mutt Mitt Stations	17					Data Not Available				
Number of Irrigation Heads	726					Data Not Available				
Number of Playgrounds	9					Data Not Available				
Number of Picnic Tables	62					Data Not Available				
Arts & Culture										
Number of Arts & Culture Facilities	4	4	4	4	3	3	3	3	3	3
Number of Sculpture Gardens	1	1	1	1	1	1	1	1	1	1

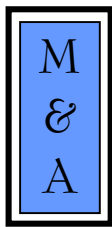
Notes:

* The City of Salida shares ownership of the Salida Harriet Alexander Airport with Chaffee County.

**This includes acreage for Vandaveer Ranch property and Arkansas Hills

***Estimate prior to 2020

Sources: Various City Departments



McMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

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DRAFT

Item 7.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

**To the Mayor and Members of City Council
City of Salida**

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Salida (the "City") as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated May 17, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit on the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Member: American Institute of Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT
To the Mayor and Members of City Council
City of Salida

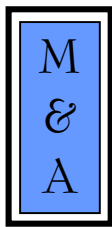
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McMahan and Associates, L.L.C.
Avon, Colorado
May 17, 2022



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

**To the Mayor and Members of City Council
City of Salida**

Opinion on Compliance for Each Major Program

We have audited the compliance of the City of Salida's (the "City") with the types of compliance requirements described in the U.S. Office of Management and Budget's *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended December 31, 2021. The City's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2021.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

INDEPENDENT AUDITOR'S REPORT
To the Mayor and Members of City Council
City of Salida

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charges with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

**INDEPENDENT AUDITOR'S REPORT
To the Mayor and Members of City Council
City of Salida**

The purpose of this report in internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**McMahan and Associates, L.L.C.
Avon, Colorado
May 17, 2022**

City of Salida, Colorado
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2021

Part I – Summary of Auditor's Results

Financial Statements:

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness identified	None noted
Significant deficiency identified	None noted
Noncompliance material to financial statements noted	None noted

Federal Awards:

Internal control over major programs:	
Material weakness identified	None noted
Significant deficiency identified	None noted
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Title 2, U.S. Code of Federal Regulations, Part 200	No
Major programs:	
Community Development Block Grant	ALN 14.228
Dollar threshold used to identify Type A from Type B programs:	\$750,000
Identified as low-risk auditee	No

Part II – Findings Related to Financial Statements

Findings related to financial statements as required by <i>Government Auditing Standards</i>	None noted
Auditor-assigned reference number	Not applicable

Part III – Findings Related to Federal Awards

Internal control findings	None noted
Compliance findings	None
Questioned costs	None

City of Salida
SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2021

There were no findings for the year ended December 31, 2020.

City of Salida
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Program Title	Assistance Listing Number	Pass-through Entity Identifying Number	Federal Expenditures
<u>Department of Housing and Urban Development</u>			
Passed through Colorado Department of Local Affairs:			
Community Development Block Grant	14.228	H1CDB20120	\$ 648,000
Total - Department of Housing and Urban Development			648,000
<u>Department of Treasury:</u>			
Passed through Colorado Department of Local Affairs:			
Coronavirus Relief Fund	21.019		30,225
Passed through Colorado Department of Human Services:			
Coronavirus State and Local Fiscal Recovery Funds	21.027		350,000
Total - Department of Treasury			380,225
TOTALS			\$ 1,028,225

Notes to the Schedule of Expenditures of Federal Awards For the Year Ended December 31, 2021

Note 1. Basis of Presentation:

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Salida (the "City") and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Therefore, some amounts presented in this schedule or used in this schedule may differ from amounts presented in or used in the preparation of the City's general purpose financial statements.

Note 2. Determining the Value of Non-cash Awards Expended:

The City had no non-cash awards expended during 2021.

Note 3. Indirect Facilities and Administration costs

The City does not use the 10% de minimis cost rate allowed in in §200.414, *Indirect (F&A) Costs*, of the Uniform Guidance. Instead, the City prepares an annual cost allocation plan to allocate indirect costs.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	May 17, 2022

ITEM

Resolution 2022-19, a first amendment to the 2022 budget

BACKGROUND

A budget is a planning tool and it's important to revisit the plan periodically to evaluate for updates. An amendment to the 2022 budget is deemed to be necessary to accommodate several updates as outlined in the attached resolution and below in the below chart.

The following chart includes color coding in an attempt to provide better clarity. Amounts in blue represent transfers between funds or from a budgeted line item to another line item within a fund. These amounts inflate the budget without increasing overall spending. Amounts in green are either amounts previously approved in the 2021 budget but were not completed in 2021 or are amounts that are in the long term plan to be pulled into 2022. All other amounts in black are amounts previously approved by Council but not in the 2022 budget.

	General	CIP	Housing
<u>Revenue Change</u>			
Mountain Heritage Park Grant and Donations (See below)	\$ -	\$ 50,000	\$ -
Transfer in from General Fund		1,564,000	1,193,000
Total Revenue Change	\$ -	\$ 1,614,000	\$ 1,193,000
<u>Expense Change</u>			
Transfer out to other funds	\$ 2,757,000		
Line item transfer within general fund from "Contingency for ARPA spending" to "transfer out to other funds" line item for the D street condemnation.	(820,000)		
ADA Transition plan cost higher than anticipated	41,000		
Correction of fire department budget for annually occurring operating expenses inadvertently left out of budget	15,000		
Fire Department HVAC unit failure	11,000		
TerraQuest Clean Commute project funding	11,000		

(Continued on next page)

Expense Change (Continued)	Fund		
	General	CIP	Housing
Firehouse Design plans (in long term plan, being done ahead of schedule)		\$ 763,000	
2nd half of fire station land purchase (in 2021 budget but completed in 2022)		477,000	
Pool boiler replacement budget overrun		182,000	
Skate park landscaping		75,000	
Mountain Heritage Park (\$60K expense, \$50K revenue-failed to roll over from 2021 budget)		60,000	
Asbestos removal, firehouse property		7,000	
"D Street" property condemnation			820,000
RV Purchases for RV rental housing (\$250,000 less use of \$117,000 budgeted contingency)			133,000
Open Doors long term rental incentive program			240,000
Total Expense Change	\$ 2,015,000	\$ 1,564,000	\$ 1,193,000

FISCAL NOTE

This budget increases spending in the 2022 budget by \$2,015,000; of this amount, \$612,000 (fire station land purchase, Mountain Heritage Park and skate park landscaping) is a roll-over of funds budgeted in 2021 but not expended in that year; \$770,000 is spending not originally anticipated until a future year (fire house preliminary costs); and the rest (\$633,000) is new spending determined after the budget was adopted.

STAFF RECOMMENDATION

Staff recommends adopting the budget amendment resolution.

SUGGESTED MOTION

After a hearing is held on the Budget Amendment, it is recommended that a City Councilperson make a motion to adopt the resolution to amend the 2022 budget.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 19
(Series 2022)

**AN AMENDMENT TO RESOLUTION 2021-37 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND
FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2022**

WHEREAS, City Council adopted Resolution No. 2021-37, dated October 19, 2021 establishing the Budget and appropriations by fund for the City of Salida operations in calendar year 2022; and

WHEREAS, C.R.S. Section 29-1-109 requires that changes to the budget due to any transfer, supplemental appropriation, or revised appropriation be made by ordinance or resolutions; and

WHEREAS, this Council has determined an amendment to the 2022 budget and appropriations for the General Fund in the amount of \$2,015,000 is necessary to account for the cost of a planned ADA Transition plan being higher than originally anticipated (\$41,000); to account for the cost of adding annually occurring operating costs of the fire department which were inadvertently left out of the original budget (\$15,000); to account for the cost of replacing a failed HVAC unit at the fire department (\$11,000); to account for the cost of funding the "TerraQuest Clean Commute" project not anticipated in the original budget (\$11,000); and to account for the necessary transfer of funds to other fund budgets in order to accomplish additional spending needs as described below (\$1,937,000). This amendment will be funded with unrestricted fund balance reserves; and

WHEREAS, this Council has determined an amendment to the 2022 budget and appropriations for the Capital Improvement Projects (CIP) Fund in the amount of \$1,564,000 is necessary in order to account for the design cost of the Firehouse project such cost was originally anticipated in the long term plan (\$763,000); to account for the 2nd half of the land purchase of the firehouse project such amount originally budgeted in 2021 but not completed in 2021 (\$477,000); to account for a cost overrun of the pool boiler project (\$182,000 which is net of the cost of replacing the pool floor which was in the budget but will now be postponed); to account for the cost of landscaping at Centennial Park originally planned for 2021 but not completed in 2021 (\$75,000); to account for the cost of constructing Mountain Heritage Park such project originally budgeted in 2021 but not completed in 2021 (\$60,000); and to account for the cost of safely removing asbestos on the firehouse property (\$7,000). This amendment will be funded with a transfer from general fund revenues (\$1,564,000) and with grant and donation revenue (\$50,000); and

WHEREAS, this council has determined an amendment to the 2022 budget and appropriations for the Housing Fund in the amount of \$1,193,000 is necessary to account for projects not anticipated at the time of budget adoption which are deemed necessary to help with the affordable housing crisis. Specifically, projects included in this amendment are the D Street Condemnation currently budgeted in the General Fund such expense to now be recorded to this budget (\$820,000); the "Open Doors" Project (\$240,000) and the RV Park Rental Project (\$250,000), such projects to be funded out of the contingency of inclusionary housing funds already built into the Housing Budget (\$117,000) and a transfer from the General Fund (\$1,193,000).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salida, Colorado that the budgets and appropriations by fund for Calendar Year 2022 be amended as follows:

Fund	Original Budget Reso No. 2021-37	Amendment	Amended Budget & Appropriation
Estimated Revenues:			
General Fund	\$ 12,167,509		\$ 12,167,509
Water Fund	\$ 6,344,600		\$ 6,344,600
Wastewater Fund	\$ 2,180,000		\$ 2,180,000
Conservation Trust Fund	\$ 74,000		\$ 74,000
Streets Fund	\$ 4,324,605		\$ 4,324,605
Capital Improvement Fund	\$ 1,146,151	\$ 1,614,000	\$ 2,760,151
Economic Development Fund	\$ 191,500		\$ 191,500
Lodging Tax Fund	\$ 516,000		\$ 516,000
Housing Fund	\$ 80,000	\$ 1,193,000	\$ 1,273,000
	<u>\$ 27,024,365</u>	<u>\$ 2,807,000</u>	<u>\$ 29,831,365</u>
Estimated Expenditures:			
General Fund	\$ 13,090,702	\$ 2,015,000	\$ 15,105,702
Water Fund	\$ 6,302,409		\$ 6,302,409
Wastewater Fund	\$ 2,568,745		\$ 2,568,745
Conservation Trust Fund	\$ 290,000		\$ 290,000
Streets Fund	\$ 4,648,896		\$ 4,648,896
Capital Improvement Fund	\$ 1,185,000	\$ 1,564,000	\$ 2,749,000
Economic Development Fund	\$ 324,500		\$ 324,500
Lodging Tax Fund	\$ 516,000		\$ 516,000
Housing Fund	\$ 152,000	\$ 1,193,000	\$ 1,345,000
	<u>\$ 29,078,252</u>	<u>\$ 4,772,000</u>	<u>\$ 33,850,252</u>

APPROVED AND PASSED this 17th day of May, 2022 by a vote of _____ to _____.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Fire	Chief Doug Bess	May 17, 2022

ITEM

Award the Design/Build contract for the Salida Fire Station

BACKGROUND

On February 11th, 2022 a Request for Professional Services was published to identify and select a strategic Design-Build team to be a partner in the design and construction of a new Fire Station in Salida. We received five bids for the project. A panel consisting of the City Administrator, City Treasurer, Councilwoman Templeton, South Arkansas F.P.D. Board VP Rick Spradlin, Assistant Chief Rohrich and myself reviewed and scored the submittals. Based on the scores, three firms were then chosen for in-person interviews. The two firms that were not chosen, consequently were the high and low bids.

The three firms were interviewed on April 14th and the panelists were provided score sheets for this portion of the process. The panel re-convened on April 25th to go over our score sheets and overall impression of the firms that were interviewed. In the end, it was a clear choice that Neenan Archistruction would be the ideal fit to partner with the city on the Design/Build of the new Salida Fire Station. Reference checks were conducted and Neenan was held in high regard from those we spoke with.

FISCAL NOTE

The cost of the contract will be added to the first budget amendment of 2022.

Bidder	Total	Overhead & Profit	Percent of Average
*MW Golden Contractors	\$987,425	3.50%	133.1%
Neenan Archistruction	\$762,945	3.50%	102.9%
BBD-D2C Architects	\$727,735	3.25%	98.1%
Diesslin Structures	\$632,236	4%	85.2%
*SHE/Jaynes	\$598,433	3.4%	80.7%

*Not interviewed

STAFF RECOMMENDATION

Award a Design/Build contract for the new Salida Fire Station and authorizing the City Administrator to enter into a Services Agreement between the City and Neenan Archistruction in the amount of \$762,945.

SUGGESTED MOTION



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Fire	Chief Doug Bess	May 17, 2022

A Council person should make a motion to award the Design/Build contract for the Salida Fire Station to Neenan Archistruction.

ARCHITRUCTION SERVICES AGREEMENT

BETWEEN

THE CITY OF SALIDA, COLORADO

AND

THE NEENAN COMPANY LLLP

DATE: MAY 17, 2022

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AGREEMENT FOR ARCHISTRUCTION SERVICES

THIS AGREEMENT FOR ARCHISTRUCTION SERVICES, made as of this 17th day of May, 2022 (“Effective Date”) by and between THE CITY OF SALIDA, COLORADO, a Colorado municipal corporation organized and existing under the laws of the State of Colorado with offices at 448 E. First Street, Suite 112, Salida, Colorado 81201 (“Owner”) and THE NEENAN COMPANY LLLP, a limited liability limited partnership organized and existing under the laws of the State of Colorado, with offices at 3325 South Timberline Road, Suite 100, Fort Collins, Colorado 80525 (“Archistructor”).

BACKGROUND

A. Owner desires to design and construct a building consisting of approximately 20,000 square feet located at 611 Oak Street in Salida, Colorado (“Project” or “Project Site and Program”).

B. Archistructor is a design/build organization that is willing and able to design and construct the Project.

C. The Work (defined below), and Owner’s approval to proceed with the Work, is broken into a two-step process. By executing this Agreement, Owner is only authorizing Archistructor to proceed with the services described in Subparagraphs 2.1.1 through 2.1.6 in exchange for the payments specified at **Exhibit F**. Any further Work by Archistructor requires Owner’s acceptance of Archistructor’s Proposal pursuant to Subparagraph 2.1.7.

D. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Archistructor agree as follows:

AGREEMENT

1. ARTICLE 1—GENERAL PROVISIONS

1.1 Definitions.

Capitalized terms used herein will have the meanings ascribed to them where first used or, if not defined where first used, in the following list of definitions.

1.1.1 “Agreement”

will mean this Agreement for Archistruction Services, including the Exhibits and subsequent Modifications, which Exhibits and Modifications are specifically made a part of this Agreement by this reference.

1.1.2 “Allowances”

will mean dollar amounts allocated to certain categories of the Work for which the actual cost is not ascertainable at the time of the submittal of Archistructor's Proposal. The dollar amounts for all Allowance items (without Archistructor's Fee, General Conditions, costs for bonds (if applicable) and insurance, and costs for any Regulatory Agencies) will be identified in the Open Items List (defined at Subparagraph 2.1.7.1.4) and will be included in the costs for Divisions 1 through 16 within the Schedule of Values (defined at Subparagraph 2.1.7.1.2). Allowance items will be adjusted by Change Order (defined at Paragraph 7.2) as the actual costs become known and the Work is more specifically defined.

1.1.3 "Archistructor's Consultants"

will mean those design professionals hired by Archistructor to perform portions of the design for the Work, including Architect if Architect is not at The Neenan Company LLLP.

1.1.4 "Intentionally Not Used"

1.1.5 "Archistructor's Fee"

will mean the fee for Archistructor's overhead and profit. The amount of Archistructor's Fee will be identified in Archistructor's Proposal. Archistructor's Fee will be subject to Paragraph 7.5.

1.1.6 "Archistructor's Proposal"

will mean that proposal furnished by Archistructor to Owner pursuant to Subparagraph 2.1.7, setting forth, among other things, the Scheduled Substantial Completion Date (defined at Paragraph 5.3), the Stipulated Sum Price for Construction, and any design and pre-construction fees that are in addition to the fee set forth at **Exhibit F**.

1.1.7 "Intentionally Not Used"

will mean the fee for managing the warranty portion of the Work. The amount of Archistructor's Warranty Fee will be identified in Archistructor's Proposal. Archistructor's Warranty Fee will be subject to Paragraph 7.5. Notwithstanding the foregoing, costs incurred by Archistructor for Additional Warranty Costs pursuant to Subparagraph 8.4.1 will be in excess of Archistructor's Warranty Fee.

1.1.8 "Architect"

will refer to **Whitney A. Churchill** at The Neenan Company LLLP who is a licensed professional Architect in the State of Colorado (#203708) and will be the Architect of Record.

1.1.9 "Construction Documents"

will mean those documents produced pursuant to Subparagraph 2.1.8.

1.1.10 “Contract Documents”

will mean those documents identified at Paragraph 1.2, including Modifications thereto.

1.1.11 “Contract Price”

will mean the stipulated sum fee set forth at **Exhibit F** for design and pre-construction services, plus any additional stipulated sum fees for design and pre-construction services set forth in Subparagraph 2.1.7.1.1 of Archistructor’s Proposal, plus the Stipulated Sum Price for Construction; all subject to adjustment by Change Order.

1.1.12 “Cost of the Work”

will mean the cost of all labor, materials, third party fees, equipment, premiums for bonds (if applicable) and insurance, and services reasonably incurred by Archistructor to perform the construction portion of the Work.

1.1.13 “Drawings”

will mean the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions for the construction portion of the Work; generally including plans, elevations, sections, details, schedules, and diagrams, but, in accordance with Subparagraph 1.2.3, specifically excluding all computer animation and perspective sketches prepared by Archistructor.

1.1.14 “Equitable Adjustment” or ”Equitably Adjusted”

will mean a change in the Contract Price and/or the Schedules and Scheduled Substantial Completion Date to which a party is entitled in accordance with the provisions of this Agreement for an event that affects the party’s costs and/or time for performance of its obligations for this Agreement. An Equitable Adjustment will be accomplished by a Change Order. The costs for an Equitable Adjustment of the Contract Price will be determined pursuant to Paragraph 7.5. The time for an Equitable Adjustment of the Schedules and Scheduled Substantial Completion Date will be determined by the impact to the critical path of the Work.

1.1.15 “Exhibits”

will mean those Exhibits identified in Paragraph 13.12.

1.1.16 "General Conditions"

will mean those items and the associated costs identified at Division 1 within the Schedule of Values and elsewhere within the Schedule of Values for specific items, including, but not limited to, Archistructor’s supervisory and administrative personnel engaged in the Work and their transportation, travel, accommodations and meals in the performance of the Work; and establishing, operating and demobilizing the Site office, including, but not limited to, temporary

office and storage facilities, office equipment, telephone service, postage and express delivery, and copying documents.

1.1.17 Intentionally Not Used

1.1.18 “Hazardous Material”

will mean any substance or material identified as causing harm to human health or the environment under any Laws or Regulations, or any other substance or material which may be considered hazardous to human health or the environment and subject to statutory or regulatory requirements governing handling, disposal and/or clean-up.

1.1.19 "Laws" or “Laws and Regulations” or “Laws or Regulations”

will mean any applicable laws, statutes, rules, regulations, ordinances, codes and orders of any Regulatory Agencies that are applicable to the Project or the Work.

1.1.20 “Modification”

will mean Change Orders and any written amendments to this Agreement or Exhibits, including those contained in Archistructor’s Proposal, all as executed by both Owner and Archistructor.

1.1.21 “Owner’s Other Contractors”

will mean contractors, design professionals and any person or entity, other than Archistructor, Archistructor’s Consultants or Subcontractors, retained by Owner to perform construction work or operations related to the Work pursuant to Paragraph 3.4.

1.1.22 “Permits and Approvals”

will mean all Regulatory Agencies’ approvals, licenses, notices, and permits, including permits for construction, required for the Work that are in effect at the time this Agreement is executed; except those permits, approvals, licenses, and notices identified at **Exhibit C**.

1.1.23 “Preliminary Project Schedule”

will mean the preliminary schedule for performance of the Work set forth at **Exhibit A**, which will include detail for the design and pre-construction portions of the Work, detail for the Permits and Approvals processes, and the anticipated date for commencement of the construction portion of the Work. The Preliminary Project Schedule will be Equitably Adjusted based on development of the design and pre-construction portions of the Work and the Permits and Approvals processes.

1.1.24 “Professional Standards”

will mean the standard of care for all architectural, engineering, and construction services performed or furnished pursuant to this Agreement, which will be the standard of care and skill ordinarily provided by competent licensed architects or registered professional engineers designing projects, or licensed contractors constructing projects, of similar size, scope, and complexity at the same location of the Project at the same time as the Work.

1.1.25 “Project Schedule”

will mean the schedule for performance of the Work that replaces the Preliminary Project Schedule as set forth in Subparagraph 2.1.7.1.7 of Archistructor’s Proposal. The Project Schedule adds detail for the construction portion of the Work as further identified at Paragraph 5.1. The Project Schedule will be Equitably Adjusted based on timing of Owner’s acceptance of Archistructor’s Proposal and issuance of permits for the construction portion of the Work.

1.1.26 “Project Scope Definition”

will mean the initial definition of Owner’s objectives relative to the Project developed during the Project Analysis Phase of the Design Phase Services (defined at Paragraph 2.1), including budgetary criteria, scheduling criteria, Site requirements and limitations (including zoning issues and topographical constraints) and preliminary facility requirements (including approximate area requirements and spatial relationships).

1.1.27 “Regulatory Agencies”

will mean governmental bodies, agencies, authorities and courts having jurisdiction over the Project or the Work.

1.1.28 “Site”

will mean the location where the construction portion of the Work is to be performed, bounded by the legal description of the land on which the Project is to be constructed if the Project is a new building.

1.1.29 “Specifications”

will mean that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the construction portion of the Work, and performance of related services, all in outline format.

1.1.30 “Stipulated Sum Price for Construction”

will mean the fixed price charged by Archistructor to perform the construction portion of the Work, subject to adjustment by Change Order. The stipulated sum fee for design and pre-construction services set forth at **Exhibit F**, plus any additional stipulated sum fees for design and pre-construction services pursuant to Subparagraph 2.1.7.1.1, are fees in addition to the Stipulated Sum Price for Construction.

1.1.31 “Subcontractor”

will mean a person or entity retained by Archistructor as an independent contractor or supplier to provide labor, materials, equipment and/or services necessary to complete a specific portion of the Work, provided, however, that Subcontractor will not include the Architect, Archistructor’s Consultants or any of Owner’s Other Contractors. “Subcontract” will mean any agreement between a Subcontractor, or Archistructor’s Consultant, and Archistructor relating to the Work.

1.1.32 “Weather Conditions Allowance”

will mean an Allowance amount, if any, identified in Archistructor’s Proposal for costs and expenses that are incurred by Archistructor in order to facilitate the construction portion of the Work when the Work is affected by inclement weather (“Weather Conditions”). Inclement weather may include, but is not limited to, the occurrence of snow, ice, frost, rain, drought, heat, cold, and high winds. Costs and expenses incurred within the Weather Conditions Allowance will include, but are not limited to, those resulting from snow, ice, frost, and water mitigation or removal; temporary heat or cooling equipment and consumption expense; temporary enclosures and protection; and mud removal from, and repair of, construction access, including replacement of fill material. The Weather Conditions Allowance will not be for costs incurred by Archistructor for Excusable Delays, including Adverse Weather Days (defined at Paragraph 5.5) in excess of the number of Adverse Weather Days set forth in Archistructor’s Proposal.

1.1.33 “Work”

will mean all design, pre-construction, construction, and other services required by the Contract Documents to be performed by Archistructor for the Project.

1.2 Contract Documents.

1.2.1 The Contract Documents will include all items necessary for proper execution and completion of the Work by Archistructor. Performance by Archistructor will be required only to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.2 The following documents will be the Contract Documents, and in case of any inconsistency, conflict or ambiguity among the Contract Documents, the higher standard or greater requirement will prevail:

1.2.2.1 this Agreement, including its Exhibits;

1.2.2.2 Schematic Design Documents, Design Development Documents, or Construction Documents, (all defined at Paragraph 2.1) whichever is most recently completed;

1.2.2.3 Archistructor's Proposal, which may include modifications to this Agreement; and,

1.2.2.4 Modifications and Exhibits to any of documents referenced above.

1.2.3 Notwithstanding the foregoing Subparagraph, Contract Documents specifically exclude all computer animation and perspective sketches prepared by Archistructor, which documents are furnished by Archistructor solely to assist Owner in understanding the conceptual design for the Project and not to fully represent components of the design for the Project.

1.3 Architectural and Engineering Services.

1.3.1 Architectural and engineering services required under the Contract Documents will be performed by qualified and duly licensed architects, engineers and other design professionals. Except in an emergency event, Owner will instruct or direct Architect and Archistructor's Consultants only through Archistructor unless Owner and Archistructor agree otherwise.

1.3.2 Architect and Archistructor's Consultants will review Laws and Regulations. Architect and Archistructor's Consultants will, in accordance with Professional Standards, incorporate in the Work those applicable Laws and Regulations and the requirements imposed by Regulatory Agencies.

1.3.3 Archistructor is familiar with the Americans with Disabilities Act Architectural Guidelines Standard 4.28, as modified ("ADAAG"), and, in accordance with Professional Standards, the Work will be designed and constructed in accordance with the requirements of ADAAG. However, it is acknowledged that standards for design practice under the American with Disabilities Act of 1990 as modified ("ADA"), including ADAAG guidelines; the regulations under ADA, including the Fair Housing reference; as well as other applicable Laws and Regulations protecting the disabled; are newly evolving, and may, in fact, sometimes be in conflict with existing building codes and/or the interpretation thereof. Therefore, in the event of a conflict between ADAAG and applicable building codes for the Work, Archistructor will utilize the more stringent design requirement protecting the disabled. Additionally, Archistructor will not be responsible if any aspect of its design does not conform to ADAAG or Fair Housing requirements if the claim of non-conformance arises by virtue of a binding interpretation made by an entity with jurisdiction after the date of issuance of the Permits and Approvals for the construction portion of the Work.

1.3.4 Any other provisions of this Agreement notwithstanding, Archistructor will not be responsible for additional costs and delay created by any exercise by a life safety official in his or her authority under the "General Authority and Responsibilities" section of the version of the International Fire Code applicable to the Work (or the exercise by any other inspector of similar rights under other applicable code provisions) to order changes in

applicable portions of the Contract Documents after issuance of the Permits and Approvals for the construction portion of the Work, but only if such Contract Documents were, at the time of their submittal to the applicable Regulatory Agencies issuing the Permits and Approvals for the construction portion of the Work, in compliance with all applicable Laws and Regulations and only if such changes in such Contract Documents does not result from errors and omissions by Archistructor.

1.4 Representations.

1.4.1 Archistructor represents that it has the requisite authority to enter into this Agreement and by doing so will not be breaching or violating any other agreement to which it is a party and that it is solvent and financially capable of performing its obligations under this Agreement in a timely manner.

1.4.2 Owner represents that it has the requisite authority to enter into this Agreement and by doing so will not be breaching or violating any other agreement to which it is a party and that it is solvent and financially capable of performing its obligations under this Agreement in a timely manner.

1.5 Representatives.

1.5.1 Archistructor's representative for the Work will be **Sergio Ortiz**, who is the primary contact with Owner regarding all matters relating to the Work and is authorized to act on Archistructor's behalf with respect to the Work. Notwithstanding the foregoing, only an officer or authorized agent of Archistructor will be authorized to sign a Change Order or other legal document regarding the Work or this Agreement on behalf of Archistructor.

1.5.2 Owner's representative for the Work will be **Doug Bess, Fire Chief**, who is the primary contact with Archistructor regarding all matters relating to the Work and is authorized to act on Owner's behalf with respect to the Work, including authorization to sign a Change Order or other legal document regarding the Work or this Agreement on behalf of Owner.

2. ARTICLE 2—ARCHISTRUCTOR'S RESPONSIBILITIES

2.1 Design Phase Services.

2.1.1 Project Analysis Phase

2.1.1.1 During the Project Analysis Phase, Archistructor will work with Owner in establishing the general requirements for the Work and providing an initial evaluation of the proposed Site. The services for this phase include the following:

2.1.1.1.1 establishing the general scope of the Project, including approximate area requirements and spatial relationships;

2.1.1.1.2 identifying Owner's objectives, limitations and design criteria;

2.1.1.1.3 establishing a Preliminary Project Schedule and a Project budget;

2.1.1.1.4 solely for the purpose of facilitating the design and not for the purpose of programming, listing, planning, selection, coordination, procurement, installation, or certification of Owner's or Owner's tenant's equipment; developing from Owner furnished data a list of equipment that will be located in the building, including all appliances, office and specialty equipment, and other fixed items that will be located in the building;

2.1.1.1.5 reviewing alternative approaches to design and construction of the Project with Owner;

2.1.1.1.6 performing preliminary analysis of the proposed Site with respect to zoning, topography, availability of utilities, and other Site development issues, including limitations and restrictions those items create for the design of the Project, if any;

2.1.1.1.7 preparing a conceptual Site development plan to establish the appropriateness of the proposed Site with respect to Owner's requirements for the Project; and,

2.1.1.1.8 identifying all reasonably known Permits and Approvals processes.

2.1.1.2 After completing the services described above, Archistructor and Owner will meet and confer about Archistructor's conclusions and recommendations and establish the Project Scope Definition.

2.1.2 Schematic Design Phase

2.1.2.1 Based on the Project Scope Definition created during the Project Analysis Phase and based on Owner-furnished information described in Paragraph 3.3, Archistructor will prepare for Owner's review and approval conceptual design documents, consisting of Drawings and other documents which describe the scope and character of the Project and which establish the scale and relationship of the Project components ("Schematic Design Documents"). The Schematic Design Documents will include the following:

2.1.2.1.1 a Site plan, indicating building location, parking and landscaped area, grading and drainage concepts, and major Site improvements;

2.1.2.1.2 floor plans, including interior layouts, structural bay sizes, and overall dimensions;

2.1.2.1.3 building elevations and sections;

2.1.2.1.4 preliminary identification of building systems and materials;

2.1.2.1.5 preliminary outline Specifications; and,

2.1.2.1.6 perspective sketch

2.1.2.1.7 solely for the purpose of facilitating the design and not for the purpose of programming, listing, planning, selection, coordination, procurement, installation, or certification of Owner's or Owner's tenant's equipment; developing from Owner furnished data a list of equipment that will be located in the building, including all appliances, office and specialty equipment, and other fixed items that will be located in the building; and

2.1.2.1.8 reviewing alternative approaches to design and construction of the Project with Owner;

2.1.2.2 At the time of the submittal for the deliverables under Subparagraph 2.1.2, Archistructor and Owner will meet to approve and confer about the submittal, with Archistructor identifying, among other things, the evolution of the design and any significant changes or deviations that have taken place from the Project Scope Definition delivered during the Project Analysis Phase, as well as any changes to the Project budget or Preliminary Project Schedule. Minutes of the meeting will be maintained by Archistructor and provided to all attendees for review and comment. As the design progresses each approved submittal package will replace the prior approved submittal package and will become part of the Contract Documents.

2.1.3 Design Development Phase

2.1.3.1 Based on the approved Schematic Design Documents, Archistructor will prepare for Owner review and approval design development documents, consisting of Drawings and other documents required to fix and to describe the size, quality and character of the Project ("Design Development Documents"). The Design Development Documents will include:

2.1.3.1.1 architectural components including, without limitation, wall and roof systems, interior features and finishes, vertical transportation, and special construction;

- and superstructure;
- 2.1.3.1.2 structural systems including foundations
 - 2.1.3.1.3 on-site civil engineering;
 - 2.1.3.1.4 mechanical and plumbing systems;
 - 2.1.3.1.5 electrical systems;
 - 2.1.3.1.6 fire and life safety systems; and,
 - 2.1.3.1.7 landscaping, irrigation and drainage.

2.1.3.2 At the time of the submittal for the deliverables under Subparagraph 2.1.3, Archistructor and Owner will meet to approve and confer about the submittal, with Archistructor identifying, among other things, the evolution of the design and any significant changes or deviations that have taken place from work product delivered during the Schematic Design Phase, as well as any changes to the Project budget or Preliminary Project Schedule. Minutes of the meeting will be maintained by Archistructor and provided to all attendees for review and comment. As the design progresses each approved submittal package will replace the prior approved submittal package and will become part of the Contract Documents.

2.1.4 Zoning and Planning Process Services

Where a zoning or planning approval process for Permits and Approvals has been identified during the Project Analysis Phase, Archistructor will assist Owner in obtaining that approval. Archistructor's services for the zoning and planning approval process will include the following:

- 2.1.4.1 assisting Owner in preparing applications;
- 2.1.4.2 preparing explanatory and presentation materials from Drawings previously prepared by Archistructor during the design services;
- 2.1.4.3 preparing all required landscape and irrigation design plans if landscape design services are included in the Work; and,
- 2.1.4.4 in conjunction with the zoning/planning consultant for the Project, appearing on Owner's behalf at Regulatory Agencies and community meetings and hearings.

2.1.5 Pre-Construction Services

2.1.5.1 Pre-construction services will be performed by qualified professionals, cost estimators, or Subcontractors, with such services being performed concurrently with Archistructor's performance of the design services.

2.1.5.2 A description of the pre-construction services is set forth at **Exhibit B**.

2.1.6 Additional Services.

Possible Additional Services offered by Archistructor are set forth at **Exhibit C** and are not included in the Work. Such Additional Services, and any other services not specifically included in Paragraph 2.1, are optional and will only be provided by Archistructor if requested in writing by Owner and incorporated into the Work by Change Order. Additional Services will not include any items necessary to fulfill Archistructor's obligations to complete the Work in accordance with the Contract Documents.

2.1.7 Archistructor's Proposal Phase

2.1.7.1 At a date agreed upon between Owner and Archistructor, Archistructor will submit an Archistructor's Proposal which will include, unless the parties mutually agree otherwise, the following items. Notwithstanding anything to the contrary in this Agreement, until Archistructor has submitted Archistructor's Proposal and until Owner accepts such Proposal as set forth in Subparagraph 2.1.7.3, Archistructor will have no obligation to proceed with or perform any Work in addition to the Work described in Subparagraphs 2.1.1 through 2.1.6.

2.1.7.1.1 proposed Stipulated Sum Price for Construction and any fees for design and pre-construction services that are in addition to the fee set forth at **Exhibit F**;

2.1.7.1.2 a CSI 16 or 48 Division format breakdown of the Stipulated Sum Price for Construction, prepared in such form and supported by such data to substantiate its accuracy as Owner may reasonably require ("Schedule of Values"), which Schedule of Values will be the basis for reviewing Archistructor's Applications for Payment (defined at Paragraph 6.1);

2.1.7.1.3 list of the Drawings and Specifications, including all addenda, which were used in preparation of Archistructor's Proposal;

2.1.7.1.4 list of Allowances and a list of items for the Work that require further definition or resolution and a statement of their basis ("Open Items List"), which list will be modified from time to time and presented to Owner as items are resolved in the course of the Work;

2.1.7.1.5 list of options and Allowances for mitigation of concrete slab moisture vapor emissions and pH;

2.1.7.1.6 list of assumptions and clarifications made by Archistructor in the preparation of Archistructor's Proposal to supplement the information contained in the Drawings and Specifications;

2.1.7.1.7 Scheduled Substantial Completion Date upon which the proposed Stipulated Sum Price for Construction is based, and the Project Schedule that replaces the Preliminary Project Schedule;

2.1.7.1.8 number of Adverse Weather Days included in the Project Schedule per Paragraph 5.6;

2.1.7.1.9 schedule of applicable alternate prices;

2.1.7.1.10 schedule of applicable unit prices, which unit prices do not include Archistructor's Fee, General Conditions, costs for bonds (if applicable) and insurance, and costs for any Regulatory Agencies;

2.1.7.1.11 list of fees for Archistructor's Fee, General Conditions, design services, and bonds (if applicable) and insurance for Claims and changes in the Work;

2.1.7.1.12 list of all Permits and Approvals required for the construction portion of the Work; and identification of who is responsible for obtaining and paying for them;

2.1.7.1.13 Amendments to the Agreement, if any;
and,

2.1.7.1.14 time limit for acceptance of Archistructor's Proposal.

2.1.7.2 Upon submittal of Archistructor's Proposal, Archistructor and Owner will meet to review Archistructor's Proposal. If Owner finds any inconsistencies or inaccuracies in the information presented, it will give Notice to Archistructor of such findings, and Archistructor will make appropriate revisions to Archistructor's Proposal. If Owner objects to the terms of Archistructor's Proposal either party may suggest modifications to Archistructor's Proposal that are mutually acceptable to Owner and Archistructor, and Archistructor will make appropriate revisions to Archistructor's Proposal.

2.1.7.3 If Owner accepts Archistructor's Proposal, as may be revised by Archistructor pursuant to Subparagraph 2.1.7.2, Owner will sign such proposal, the date such signing occurs being referred to as the "Proposal Acceptance Date." The Contract Price will then be increased by the Stipulated Sum Price for Construction plus any fees for design and pre-construction services that are in addition to the fee set forth at **Exhibit F**, both set forth in Archistructor's Proposal, and Archistructor's Proposal will be accepted as a Contract

Document. Upon such acceptance by Owner of Archistructor's Proposal, Archistructor will then proceed with the completion of the Construction Documents and the balance of the Work in accordance with the Project Schedule.

2.1.7.4 If Owner does not accept Archistructor's Proposal in writing on or before the date specified in Archistructor's Proposal for such acceptance, Archistructor's Proposal may be withdrawn by Archistructor and this Agreement will be deemed to be terminated by Owner for its convenience in accordance with Paragraph 10.2.

2.1.8 Construction Documents Phase

2.1.8.1 Based on the accepted Archistructor's Proposal, Archistructor will prepare, and furnish to Owner, Drawings, Specifications, and other documents and electronic data that will set forth in detail the requirements for the construction portion of the Work ("Construction Documents"). The Construction Documents will:

2.1.8.1.1 be consistent with the intent of those documents identified in Archistructor's Proposal;

2.1.8.1.2 provide information for the use of those in the building trades;

2.1.8.1.3 include documents customarily required for Permits and Approvals for the construction portion of the Work; and,

2.1.8.1.4 comply with all applicable Laws and Regulations.

2.1.8.2 At the time of the submittal for the deliverables under Subparagraph 2.1.8, Archistructor and Owner will meet to approve and confer about the submittal, with Archistructor identifying, among other things, the evolution of the design and any significant changes or deviations that have taken place from the documents identified in Archistructor's Proposal. Minutes of the meeting will be maintained by Archistructor and provided to all attendees for review and comment. As the design progresses each approved submittal package will replace the prior approved submittal package and will become part of the Contract Documents.

2.1.9 Construction Services Phase

The following services (collectively known as "Construction Services") will be provided by Architect and Archistructor's Consultants during the construction portion of the Work:

2.1.9.1 assisting in obtaining Permits and Approvals for the construction portion of the Work, including assistance in preparing applications and furnishing copies of previously developed Drawings or data;

2.1.9.2 as a representative of Owner, visiting the Site at intervals appropriate to the stage of construction, or as otherwise agreed by Owner and Archistructor, to: (a) endeavor to guard Owner against defects and deficiencies in the construction; (b) become familiar with the progress of the construction; and, (c) determine in general if the construction is being performed in a manner indicating that the construction, when fully completed, will be in accordance with the Contract Documents;

2.1.9.3 reviewing shop drawings, product data, samples and other submittals;

2.1.9.4 clarifying and interpreting the Construction Documents; and,

2.1.9.5 preparing a set of the Drawings indicating significant changes made during construction ("Record Drawings") for submittal to Owner in both electronic and print format.

2.2 General Construction Services.

2.2.1 General Obligations of Archistructor for Construction

Archistructor will perform its obligations for this Agreement and other Contract Documents as expeditiously as is consistent with reasonable professional skill and care and the orderly progress of the Work. Unless otherwise provided in the Contract Documents, Archistructor will furnish, or cause to be furnished, and will pay for all design services, labor, materials, equipment, tools, construction equipment and machinery, electricity, water, heat, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated, or to be incorporated, in the Work.

2.2.2 Taxes

Archistructor will pay all sales, consumer, use and similar taxes applicable to the Work at the rates that were in effect as of the Proposal Acceptance Date. If, in accordance with Owner's direction, an exemption is claimed for payment by Archistructor of any type of taxes directly applicable to the Work, Owner agrees to indemnify and hold harmless Archistructor from any liability, penalty, interest, fine, tax assessment or other cost incurred by Archistructor as a result of any action taken by Archistructor in accordance with Owner's direction.

2.2.3 Permits and Approvals

Archistructor will obtain, pay, give notices, and comply with all applicable Laws and Regulations, for all Permits and Approvals set forth in Archistructor's Proposal as being Archistructor's responsibility. In accordance with the Schedules (defined at Paragraph 5.1), Professional Standards, and the reasonably known requirements of the applicable Regulatory Agencies, Archistructor will prepare and submit all applications and supporting documents

necessary for obtaining the Permits and Approvals that are Archistructor's responsibility; and Archistructor will cooperate with Owner to comply with the requirements for such applications and supporting documentation for all Permits and Approvals set forth in Archistructor's Proposal as being Owner's responsibility.

2.2.4 Supervision of Work

Archistructor will supervise and direct the Work in accordance with Professional Standards. Archistructor will be solely responsible for, and have sole control over, all construction means, methods, techniques, sequences, procedures, and coordination for the Work.

2.2.5 Safety

2.2.5.1 Archistructor will have overall responsibility for safety precautions and programs in the performance of the Work and for ensuring that the Work is performed in accordance with all applicable Laws and Regulations concerning construction safety.

2.2.5.2 In performing the Work Archistructor will seek to avoid injury, loss or damage to:

2.2.5.2.1 employees and other persons at the Site;

2.2.5.2.2 materials and equipment stored at the Site for use in the Work; and,

2.2.5.2.3 all other property and structures located at the Site and adjacent to the Site, whether or not said property or structures are part of the Work.

2.2.5.3 Archistructor will designate an individual at the Site in the employ of Archistructor who will act as Archistructor's designated safety representative with a duty to prevent accidents, which safety representative will be Archistructor's Project superintendent unless otherwise identified by Archistructor in writing to Owner.

2.2.5.4 Archistructor will immediately notify Owner of any and all accidents, property damage, and injuries occurring at the Site. When Archistructor is required to file an accident report with any Regulatory Agencies, Archistructor will furnish a copy of the report to Owner.

2.2.5.5 If Owner reasonably believes that any part of the Work or Site is unsafe, Owner may, without assuming responsibility for Archistructor's safety program or responsibilities, provide Notice to Archistructor, and Archistructor will take all necessary corrective actions.

2.2.6 Cleaning of Site

During the Work Archistructor will maintain the Site and areas adjacent to the Site in a clean and orderly manner and will regularly remove debris, rubbish and waste materials resulting from the Work. After completing Work in an area of the Site, Archistructor will clean the area and remove all debris, rubbish and waste materials, equipment, tools, machinery, and surplus materials. Archistructor will not be required to clean areas or remove any materials, debris or waste materials left by Owner or Owner's Other Contractors.

2.2.7 Record Documents and Accounts

2.2.7.1 Archistructor will maintain at the Site in good order one record copy of the Drawings, Specifications, product data, samples, shop drawings, submittals, and Change Orders.

2.2.7.2 In accordance with Professional Standards, Archistructor will keep financial records for the Work and preserve all such records for a period of six years after Final Payment.

3. ARTICLE 3—OWNER'S RESPONSIBILITIES

3.1 Independent Review.

Owner may obtain independent review of the Contract Documents by a separate architect, engineer, contractor, or cost estimator under contract to, or employed by, Owner. Such independent review will be undertaken at Owner's expense in a timely manner and will not delay the orderly progress of the Work.

3.2 Permits and Approvals.

Owner will obtain, pay, give notices, and comply with all applicable Laws and Regulations, for all Permits and Approvals set forth in Archistructor's Proposal as being Owner's responsibility. In accordance with the Schedules and the reasonably known requirements of the applicable Regulatory Agencies, Owner will prepare and submit all applications and supporting documents necessary for obtaining the Permits and Approvals that are Owner's responsibility; and Owner will cooperate with Archistructor to comply with the requirements for such applications and supporting documentation for all Permits and Approvals set forth in Archistructor's Proposal as being Archistructor's responsibility.

3.3 Furnishing of Services and Information.

3.3.1 Owner will furnish for the Work the services set forth below ("Owner's Services") with reasonable promptness in accordance with the Schedules, utilizing consultants under direct contract with Owner ("Owner's Consultants") and at Owner's expense. Except to the extent Archistructor knows of any inaccuracy, Archistructor will be entitled to rely upon the accuracy of Owner's Services and Owner will indemnify and hold Archistructor

harmless from any cost, liability or damage arising from any inaccuracy in Owner's Services. If Archistructor knows of any inaccuracy in Owner's Services, Archistructor will give prompt Notice to Owner.

3.3.1.1 Reports, surveys, drawings, and tests concerning the conditions of the Site that are required by Laws or are necessary for the Work.

3.3.1.2 Surveys describing physical characteristics, legal limitations and utility locations for the Site, together with a written legal description of the Site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; flood plains; adjacent drainage; right-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries; contours of the Site at one foot intervals; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey will be referenced to a Site benchmark.

3.3.1.3 Geotechnical engineering, including, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of Hazardous Material, ground corrosion and resistivity tests, necessary operations for anticipated subsurface conditions, and reports with appropriate professional recommendations and design options ("Geotechnical Report"). Owner will meet with Architect, structural engineer, and Owner's geotechnical engineer to review all design options presented by the geotechnical engineer in the Geotechnical Report, together with the costs and risks for those options; and, based on the recommendations of the geotechnical engineer, Owner will select the options, costs and risks to be included for the Work.

3.3.1.4 Inspections and tests required by the Contract Documents for the Work, except those inspections and tests specifically identified in the Contract Documents to be Archistructor's responsibility, including those required to demonstrate compliance with the Contract Documents for all materials, mix designs, or equipment prior to Archistructor's purchase thereof for incorporation into the Work. Additionally, Archistructor will pay all costs for additional inspections or tests conducted due to replacement of defective Work. Archistructor will be responsible for scheduling all inspections and tests.

3.3.1.5 Chemical, air and water pollution tests; tests for Hazardous Material; and other laboratory and environmental tests, inspections and reports for the Site that are required by Laws for pollution or Hazardous Material.

3.3.1.6 Other services specifically identified in the Contract Documents to be Owner's responsibility.

3.3.2 If the Work or a portion of the Work is within an existing healthcare facility, Owner will furnish to Archistructor the "Infection Control Risk Assessment" ("ICRA") statement for the facility within thirty (30) days after execution of this Agreement and prior to submittal of Archistructor's Proposal to Owner. After furnishing the ICRA to

Archistructor, Owner's Infection Control Officer will meet with Archistructor to review the ICRA and to identify the specific measures / methods to be implemented by Archistructor for the various phases of the construction portion of the Work in order to comply with the requirements of the ICRA. As the construction portion of the Work progresses, Owner's Infection Control Officer will coordinate with Archistructor to ensure those specific measures / methods are implemented as required by the ICRA. If the ICRA is furnished to Archistructor after submittal of Archistructor's Proposal to Owner, or if, after execution of Archistructor's Proposal, the ICRA is revised or if additional measures / methods are identified by Owner's Infection Control Officer, then the Contract Price and/or the Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted. If Owner does not have an ICRA for the healthcare facility, Owner will retain a consultant at Owner's expense to create an ICRA for the facility and to perform the actions of Owner's Infection Control Officer identified above.

3.3.3 To the extent that Owner has knowledge thereof, Owner will furnish and disclose to Archistructor the results and reports of tests, inspections or investigations conducted for the Site prior to the Effective Date that involve: (a) chemical, air and water pollution; (b) Hazardous Material; (c) environmental or geotechnical conditions; or, (d) any other information related to the Site relevant to the Work.

3.3.4 If Owner has knowledge of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner will give prompt Notice to Archistructor.

3.3.5 Owner will, in a timely manner consistent with the orderly progress of the Work and the terms of Paragraph 5.1, furnish the required information and services identified in the Contract Documents and render decisions which are reasonably requested by Archistructor.

3.4 Work by Owner or Owner's Other Contractors.

3.4.1 Owner reserves the right to perform construction work or operations related to the Work, and not included in the Work, either with Owner's own forces or under separate contracts with Owner's Other Contractors provided, however, that Owner agrees such work or operations will be performed under conditions of insurance and waivers of subrogation identical to the provisions of this Agreement including, but not limited to, the requirement that each of Owner's Other Contractors will name Archistructor as an "additional insured" for Owner's Other Contractors' commercial general liability insurance policy prior to entering the Site. Owner's additionally agrees that its contracts with Owner's Other Contractors will contain provisions requiring them to comply with Archistructor's safety protocols, requirements, and directions for the Work; requiring them to attend Archistructor's Site safety meetings; and requiring them to comply with all applicable Laws and Regulations concerning construction safety. If Owner's Other Contractors fail to comply with those requirements, Archistructor may, after reasonable efforts in accordance with the circumstances to gain their compliance and after Notice to Owner, remove them from the Site. If delay or additional cost is involved because of Owner's use of Owner's Other Contractors, Archistructor may assert a Claim.

3.4.2 To the extent practical, Archistructor will afford Owner's Other Contractors reasonable opportunity for introduction and storage of their materials and equipment and for performance of their activities, and Archistructor will coordinate its Work with the work of Owner's Other Contractors. Archistructor will not be required to incur delay caused by Owner's Other Contractors presence at the Site. All Owner's Other Contractors' materials and equipment will be stored at Owner's or Owner's Other Contractors sole risk and Archistructor will not be obligated to protect or care for such items. Archistructor will not be liable in any way for any injury, loss or damage which may occur to any of Owner's or Owner's Other Contractors property or installations at the Site except to the extent caused by the negligence or other misconduct of Archistructor or Subcontractors and except to the extent that such injury, loss or damage is covered by the Builder's Risk Insurance (defined at Article 11). Owner agrees to indemnify and hold harmless Archistructor from all liability, costs, damages, fees, and expenses, arising out of, or connected with, the activities of Owner's Other Contractors at the Site, including damage to Archistructor's and Subcontractor's property or the Work caused by Owner's Other Contractors and impact to Schedules or costs caused by delays or by improperly timed activities or defective construction by Owner's Other Contractors.

3.4.3 Owner, including its employees and invitees, reserves the right to visit the Site provided that such visits are at a time and in a manner so as to not cause any interference with the Work; provided all such visitors comply with Archistructor's safety protocol and requirements for the Work and comply with all direction by Archistructor's personnel; and provided Owner indemnifies and holds harmless Archistructor and Subcontractors from any and all Claims for damages, losses and expenses arising from such visits except to the extent caused by the negligence or other misconduct of Archistructor or Subcontractors.

4. ARTICLE 4—SUBCONTRACTORS

4.1 Owner's Communication with Subcontractors.

Archistructor will be responsible for the management, scheduling and coordinating of Subcontractors in the performance of the Work. Except in an emergency event, Owner will instruct or direct Subcontractors only through Archistructor unless Owner and Archistructor agree otherwise.

4.2 Assignment of Subcontracts.

Archistructor will provide for the assignment of Subcontracts if Owner terminates this Agreement for Archistructor's default. Following such termination, Owner will notify Archistructor of those Subcontracts which it intends to accept assignment, subject to the rights of Archistructor's surety.

5. ARTICLE 5—TIME

5.1 Schedules and Reporting.

5.1.1 The Preliminary Project Schedule and the Project Schedule (collectively the “Schedules”) will show the critical path of the Work; the planned date of commencement of the construction portion of the Work and the Scheduled Substantial Completion Date; the dates for the start and completion of the various stages of the construction portion of the Work; the dates for submittal, review, and receipt of Permits and Approvals; and other factors that may affect the Scheduled Substantial Completion Date. Archistructor will update the Schedules from time-to-time as required by the conditions and progress of the Work and the Schedules will be Equitably Adjusted in accordance with this Agreement.

5.1.2 The Schedules will identify the dates on which Owner is required to furnish information, review documents or render decisions (each an “Owner Review Date”) and, when applicable, the period of time that Owner has to provide such information, perform such review or render such decisions (each, an “Owner Review Period”). If a time period for an Owner Review Period is not specified, it will be five (5) business days, unless an emergency situation requires earlier input from Owner. Each Owner Review Period will commence on the business day after the day Archistructor delivers to Owner a written request, including any documents that Owner is to review, for Owner to provide information, review documents, or render a decision. If Archistructor does not deliver a complete request to Owner, or if Owner reasonably requires additional information, Owner Review Period will not commence until Archistructor delivers such request and information to Owner, and the respective Owner Review Date will be extended on a day-for-day basis until Archistructor delivers such request and information to Owner.

5.1.3 Owner and Archistructor will hold regularly scheduled meetings during the design and construction portions of the Work to thoroughly discuss the Schedules, progress of the Work, status of planned Work, and other matters related to the Work.

5.1.4 The term “day” as used in this Agreement will mean calendar day unless otherwise specifically defined. The term “business day” as used in this Agreement will mean any day Monday through Friday that is not a holiday recognized by the federal government, the State of Colorado, the state in which Owner is located, or the state in which the Site is located.

5.2 Commencement of Portions of the Work.

Archistructor’s performance of the services set forth in Subparagraphs 2.1.1 through 2.1.6 will be deemed to have commenced on the latter of the Effective Date or execution of this Agreement by both parties. Work performed prior to the Effective Date, through a limited Notice to proceed, an interim agreement, or through any other arrangement between Owner and Archistructor, will be deemed to have been performed pursuant to this Agreement. Archistructor will not be obligated to commence the construction portion of the Work until applicable Permits and Approvals have been obtained and Owner has signed Archistructor’s Proposal evidencing its acceptance thereof.

5.3 Substantial and Final Completion.

5.3.1 “Substantial Completion” is the stage in the progress of the construction portion of the Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Work for its intended purpose; and when the Work, or a designated portion thereof, has received permission from Regulatory Agencies for occupancy (“Certificate of Occupancy”).

5.3.2 Archistructor will achieve Substantial Completion on or before the date identified in Archistructor’s Proposal, as such date may be extended in accordance with this Agreement (“Scheduled Substantial Completion Date”).

5.3.3 “Final Completion” of the Work will occur when Archistructor has completed all Revised Punch List (defined below) items and has submitted to Owner the Operations and Maintenance Manual (defined at Subparagraph 8.2.1) and the Record Drawings. Final Completion will be accomplished as expeditiously as practical after Substantial Completion.

5.4 Punch List and Certificate of Substantial Completion.

5.4.1 When Archistructor considers that the Work, or a designated portion thereof, has achieved Substantial Completion, Archistructor will provide Notice to Owner and issue for Owner’s signature a certificate of substantial completion (“CSC”) that will include a list of items to be completed or corrected (“Punch List”). Within five (5) business days of Owner’s receipt of the Notice or the CSC, Owner and Archistructor will jointly review the Work and the Punch List. Within five (5) business days after the review, Archistructor will revise the Punch List (“Revised Punch List”) to include any additional items identified during the review. The Punch List and Revised Punch List will include the actual cost to complete or correct each item contained therein. If the actual cost is not known for an item, then Owner and Archistructor will reasonably agree upon the cost to complete or correct the item.

5.4.2 If Owner, on the basis of its review of the Work with Archistructor, concurs that the Work, or designated portion thereof, has achieved Substantial Completion in accordance with the Contract Documents, Owner will sign the CSC. The CSC will fix the date of Substantial Completion and state the time within which Archistructor will complete or correct the items listed on the Revised Punch List attached thereto. As Revised Punch List items are completed or corrected, Archistructor will notify Owner. Owner will inspect those completed or corrected Revised Punch List items and either accept as complete or corrected those Revised Punch List items or state its reason for rejection of completion or correction of those items. This process will continue until all the Revised Punch List items are accepted as complete or corrected by Owner. If items that need to be completed or corrected are discovered after the Revised Punch List is compiled, such items will be considered Defective Work (defined at Paragraph 8.4).

5.4.3 If the Work does not receive a Certificate of Occupancy due to issues beyond the responsibilities of Archistructor, including any equipment procurement or installation not the responsibility of Archistructor, then Archistructor will be deemed to have

achieved Substantial Completion of the Work when the Work is complete in accordance with the Contract Documents so that Owner could otherwise occupy and use the Work for its intended purpose.

5.4.4 If any Regulatory Agencies or other entity has the power and authority to require Archistructor or Owner to post security in the form of a bond, letter of credit, or cash in escrow, for the guaranteed performance of post Final Completion obligations, such security will be posted by Archistructor unless the security is required due to a matter that is the responsibility of Owner. If Archistructor posts such security, then Owner will pay to Archistructor its costs for posting the security.

5.5 Partial Occupancy.

Owner may occupy or use partial portions of the Work at any stage when such portion is designated by separate agreement with Archistructor, provided such use is consented to by insurers and sureties for the Work and authorized by Regulatory Agencies. Such agreement between Owner and Archistructor will include the responsibilities assigned to each of them for payments, security, maintenance, utilities, insurance, and commencement of warranties for the portion of the Work. Immediately prior to such partial occupancy or use, Owner and Archistructor will jointly inspect the area to be occupied or used to determine and record the condition of the Work in that area, including developing a Punch List for the Work in that area. All Owner's furniture, fixtures, and equipment stored or installed within the portion of the Work will be stored or installed at Owner's sole risk and, except to the extent of undisputable negligent acts of Archistructor or Subcontractors, Archistructor will not be liable in any way for any loss or damage which may occur to any of such Owner's furniture, fixtures, and equipment.

5.6 Delays in the Work.

If Archistructor is delayed at any time in the progress of the Work by an act or neglect of Owner, Owner's agents, Owner's Consultants or Owner's Other Contractors; or by changes in the Work ordered by Owner; or, without negligence by Archistructor in accordance with Professional Standards, by delay by any Regulatory Agencies in the Permits and Approvals processes; or by labor disputes, fire, unusual delay in deliveries, acts of God, Adverse Weather Days (defined below) in excess of the number of Adverse Weather Days set forth in Archistructor's Proposal, casualties or other causes beyond Archistructor's control; or by any other causes which Owner and Archistructor agree may justify delay (collectively "Excusable Delays"); then the Contract Price and/or Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted. All Claims for delays will be made in accordance with Article 12. Adverse Weather Days will mean the occurrence of snow, ice, wind, rain, cold or heat which in the reasonable and prudent exercise of Archistructor's professional opinion make it unreasonable and/or unsafe to execute the Work as scheduled for any specific day.

6. ARTICLE 6—PAYMENTS

6.1 Progress Payments.

6.1.1 Archistructor will deliver to Owner, on or before the twentieth (20th) day of each month after the Effective Date, an itemized application for payment (“Application for Payment” or “Application”) describing the Work completed in the prior month and the payment amount requested by Archistructor for that Work, which Application for Payment will constitute a certification by Archistructor that, to the best of Archistructor’s knowledge, information and belief, the Work has progressed to the point indicated in the Application, that the quality of the Work covered by the Application is in accordance with the Contract Documents, and that Archistructor is entitled to payment in the amount requested.

6.1.2 Prior to acceptance of Archistructor’s Proposal, Owner will identify to Archistructor any specific data that will be required by Owner or Owner’s lenders for their review of Applications for Payment.

6.1.3 Applications for Payment will reflect retainage as follows:

6.1.3.1 no retainage will be withheld from amounts due Archistructor for design and pre-construction portions of the Work, fees paid to Regulatory Agencies, and Archistructor’s Fee; and,

6.1.3.2 for amounts due for all other Work, “five percent (5%) until Substantial Completion”.

6.1.4 Within twenty (20) days of Owner’s receipt of an Application for Payment, Owner will make payment to Archistructor for that Application. If Owner disputes the amount requested by Archistructor in an Application for Payment, Owner and Archistructor will meet during the ten (10) day period after Owner’s receipt of the Application to resolve the dispute.

6.1.5 Payments made by Owner to Archistructor will not constitute acceptance of Work not in accordance with the Contract Documents.

6.2 Substantial Completion Payment.

At Substantial Completion, Owner will pay Archistructor the unpaid balance of the Contract Price as may be adjusted for Savings, including all retainage, less 150% of the cost of completing the Revised Punch List items, completing the Record Drawings, and completing the Operations and Maintenance Manual. Payment of the withheld sums for those items will be made monthly through Applications for Payment as they are completed.

6.3 Final Payment.

6.3.1 Final payment of the unpaid balance of the Contract Price as may be adjusted for Savings (“Final Payment”) will be due when the Work, including the Revised Punch List items, Record Drawings, and the Operations and Maintenance Manual are completed. Archistructor will submit with its Application for Final Payment the following items:

6.3.1.1 final lien waivers indicating that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be encumbered, have been paid or otherwise satisfied; and,

6.3.1.2 consent of surety, if any, to Final Payment.

6.3.2 Within twenty (20) days of Owner's receipt of an Application for Final Payment, Owner will make Final Payment to Archistructor.

6.3.3 Owner's making of Final Payment will constitute a waiver of all Claims by Owner except those arising from:

6.3.3.1 liens, Claims, security interests, or encumbrances arising out of the Contract Documents and unsettled;

6.3.3.2 failure of the Work to comply with the requirements of the Contract Documents; or,

6.3.3.3 terms of special warranties required by the Contract Documents; or,

6.3.4 Acceptance of Final Payment will constitute a waiver of all Claims by Archistructor except those previously made in writing and unsettled at the time of the Application for Final Payment, and Owner's indemnity and hold harmless obligations expressly stated in this Agreement.

6.4 Payments to Subcontractors and Archistructor's Consultants.

Within seven (7) business days of receipt of a payment from Owner, Archistructor will pay each Subcontractor and Archistructor's Consultant the amount of that payment they are entitled to in accordance with their Subcontract. Archistructor will, within every Subcontract, require all Subcontractors and Archistructor's Consultants to make payments to their sub-subcontractors or subconsultants in a similar manner. Owner will not have an obligation to make, nor to see to the making of, payments to a Subcontractor or Archistructor's Consultant except as may otherwise be required by Laws.

6.5 Interest Payments.

Except for payments, or portions of payments, that are disputed in good faith, payments due either Archistructor or Owner pursuant to the terms of this Agreement which are not paid when due will accrue interest from the date due at the rate of one percent (1.0%) per month until paid.

6.6 Title Passage.

Archistructor warrants that title to all Work covered by an Application for Payment will pass to Owner at the time of payment for such Work. Archistructor further warrants that, upon submittal

of an Application for Payment, all Work for which previous payments have been received from Owner will be free and clear of liens, claims, security interests or encumbrances in favor of Archistructor or any Subcontractor and Archistructor's Consultant.

6.7 Liens.

To the extent Owner makes payments to Archistructor in accordance with this Agreement, Archistructor will indemnify and hold harmless Owner from any and all liens and/or claims of non-payment made by Subcontractors, Archistructor's Consultants, sub-subcontractors and subconsultants, and their employees. If any such lien or claim is filed, Archistructor will cause such lien or claim to be canceled and discharged of record or will place a bond against such lien or claim. If Archistructor fails to take such action Owner may cause such lien or claim to be so canceled or discharged at Archistructor's expense.

7. ARTICLE 7—CHANGES

7.1 Changes in the Work.

7.1.1 Without invalidating this Agreement, changes in the Work may be accomplished after the Effective Date by Change Order, Work Change Directive (defined at Paragraph 7.3), or a minor change in the Work.

7.1.2 If Owner requests a proposal for a material and substantial change in the Work from Archistructor and subsequently elects not to proceed with the change, and if preparing such proposal results in reasonably significant costs for Archistructor, or if a combination of preparing such requests for proposals results in reasonably significant costs for Archistructor, a Change Order will be issued to reimburse Archistructor for the costs of pre-construction, design, and preparation services for the proposal(s).

7.2 Change Order.

A "Change Order" is a written instrument for a change in the Work or for an Equitable Adjustment in the Contract Price and/or the Schedules and Scheduled Substantial Completion Date. A Change Order will be prepared by Archistructor and signed by Owner and Archistructor, stating their agreement upon all of the following:

7.2.1 a description of the change in the Work;

7.2.2 the adjustment, if any, for the Contract Price; and

7.2.3 the adjustment, if any, for the Schedules and Scheduled Substantial Completion Date.

7.3 Work Change Directive.

7.3.1 A “Work Change Directive” is a written order prepared and signed by Owner, directing a change in the Work prior to agreement with Archistructor on the adjustment of the Contract Price and/or the Schedules and Scheduled Substantial Completion Date.

7.3.2 Upon receiving a Work Change Directive, Archistructor will deliver to Owner a good faith estimate of the adjustments to the Contract Price and/or the Schedules and Scheduled Substantial Completion Date for the changed Work. If Owner disagrees with that estimate, Owner and Archistructor will negotiate in good faith for appropriate adjustments to the Contract Price and/or the Schedules and Scheduled Substantial Completion Date and the parties will conclude these negotiations within ten (10) business days after Archistructor delivers the estimate. The determination of costs for an adjustment in the Contract Price will be made in accordance with Paragraph 7.5.

7.3.3 When Owner and Archistructor agree upon the adjustments in the Contract Price and/or the Schedules and Scheduled Substantial Completion Date for a Work Change Directive, such agreement will be recorded immediately by preparation and execution of a Change Order.

7.3.4 If Owner and Archistructor fail to agree on the adjustments to the Contract Price and/or the Schedules and Scheduled Substantial Completion Date for a Work Change Directive within the ten (10) business day negotiation period, either Owner and Archistructor may unilaterally elect to resolve the matter as a Claim. Pending resolution of such Claim, as the Work identified in the Work Change Directive is completed, Archistructor will be entitled to include in its Applications for Payment costs for that completed Work with an aggregate amount of such costs equal to fifty percent (50%) of Archistructor’s good faith estimate of the cost to perform the Work. Owner agrees to pay such amount pending resolution of the Claim with the express understanding that: (a) such payment by Owner does not prejudice Owner’s right to argue that it has no responsibility to pay for such Work; and, (b) receipt of such payment by Archistructor does not prejudice Archistructor’s right to recover full payment, including interest, for the Work.

7.4 Minor Changes in the Work.

7.4.1 Archistructor may make minor changes in the design and construction portions of the Work consistent with the intent of the Contract Documents so long as such changes do not: (a) involve adjustments in the Contract Price and/or the Schedules and Scheduled Substantial Completion Date; or, (b) materially and adversely affect the design of the Project; the quality of any of the materials or equipment specified in the Contract Documents; the performance or longevity of any materials, equipment or systems specified in the Contract Documents; or the quality of workmanship required by the Contract Documents.

7.4.2 Archistructor will promptly inform Owner in writing of any minor changes and will record such changes on the Record Drawings.

7.5 Determination of Costs.

7.5.1 The adjustment for an increase or decrease in the Contract Price for a change in the Work or for an Equitable Adjustment in the Contract Price will be determined by one or more of the following methods:

7.5.1.1 a mutually agreed upon stipulated sum amount;

7.5.1.2 the actual Cost of the Work for the change in the Work, plus the actual cost of the associated design and pre-construction services, both utilizing the hourly billing rates set forth at **Exhibit F** for Archistructor's personnel and the fees stated in Archistructor's Proposal, and all documented by Archistructor's itemized accounting of the costs; or,

7.5.1.3 another manner agreed upon by the parties.

7.5.2 If the adjustment in the Contract Price for a change in the Work or for an Equitable Adjustment in the Contract Price is determined by any method above other than a stipulated sum amount, then:

7.5.2.1 If the adjustment is a decrease in the Contract Price, the total adjustment will not include a decrease in Archistructor's Fee, but will include a decrease in Archistructor's Warranty Fee calculated in accordance with Article 6, a decrease in the cost for General Conditions calculated in accordance with Archistructor's Proposal to the extent there are any actual savings for General Conditions, and a decrease in the fee for premiums for bonds (if applicable) and insurance calculated in accordance with Archistructor's Proposal.

7.5.2.2 If the adjustment is an increase in the Contract Price, the total adjustment will include an increase calculated in accordance with Article 6 for Archistructor's Fee an increase in the cost for General Conditions calculated in accordance with Archistructor's Proposal to the extent there are any actual savings for General Conditions, and an increase in the fee for premiums for bonds (if applicable) and insurance calculated in accordance with Archistructor's Proposal.

7.6 Differing Site Conditions.

If Archistructor encounters conditions at the Site which are: (a) subsurface or otherwise concealed physical conditions differing materially from those indicated in the Contract Documents or the Geotechnical Report; or, (b) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then Archistructor will give Notice to Owner of such conditions and the Contract Price and/or the Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted.

7.7 Changes in Taxes, Laws or Regulations.

The Contract Price and/or the Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted in the event the Work is materially and adversely affected by the enactment, adoption, promulgation, modification, reinterpretation, or repeal, of any taxes or Laws or Regulations after the Proposal Acceptance Date, but only if such taxes are applicable to the Work itself.

7.8 Changes in Commodity Prices.

The Contract Price will be Equitably Adjusted upward or downward if the Contract Price is adversely or beneficially affected by an increase or decrease in cost for any individual commodity, material, or labor required for the Work that is in excess of ten percent (10%) provided such adverse effect on the Contract Price was realized by Archistructor. Requests for such adjustments to the Contract Price pursuant to this Paragraph will be made in accordance with Article 12 and will not include an adjustment in Archistructor's Fee.

8. ARTICLE 8—CORRECTION OF WORK AND WARRANTY

8.1 Rework.

8.1.1 Prior to Substantial Completion, Archistructor will correct Work properly rejected by Owner in accordance with the Contract Documents or known by Archistructor to not be in accordance with the Contract Documents. If Archistructor fails to make such correction with diligence and promptness or if Archistructor fails to make such correction within seven (7) business days after receipt of Notice from Owner to do so (or if such correction cannot be reasonably made within such seven (7) business day period, if Archistructor fails to commence and diligently proceed with correction within the seven (7) business day period), Owner may:

8.1.1.1 correct such deficiencies with Archistructor paying to Owner all reasonable costs therefore; or,

8.1.1.2 order Archistructor to stop the Work, or any portion thereof, until the correction has been made, however, Owner's right to stop the Work will not give rise to a duty on the part of Owner to exercise the right for benefit of Archistructor or other persons or entities.

8.2 Maintenance and Training.

8.2.1 Upon Substantial Completion, Archistructor will provide Owner with an electronic copy (and one (1) hard copy if requested by Owner) of an operations and maintenance manual for the Work, which will include: (a) specific warranties required by the Contract Documents from equipment and/or material suppliers, with the benefits of such warranties hereby assigned to Owner; (b) written maintenance requirements for all relevant equipment, systems, components, and materials included in the Work; (c) operational instructions from the manufacturers of all relevant equipment and systems, included in the Work, including, for example, the heating, ventilation, and air conditioning ("HVAC") system; and, (d)

protocols for the warranty process, including information for contacting Subcontractors and for notifying Archistructor of warranty claims ("Operations and Maintenance Manual").

8.2.2 Additionally upon Substantial Completion, Archistructor and appropriate Subcontractors will conduct one (1) meeting at the Site for training Owner's staff on the operation and maintenance of equipment and systems included in the Work. All such training will be conducted in one day, or multiple continuous days if such training cannot be accomplished in one day. Following the meeting and continuing through the Correction Period (defined at Paragraph 8.4), Archistructor and Subcontractors will be reasonably available (such availability may be by telephone) for consultation with Owner's staff regarding operation and maintenance protocol.

8.3 Warranty.

8.3.1 Archistructor warrants that materials and equipment furnished for the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents and the Work will be free from defective workmanship and materials, performed in a good and workmanlike manner, and in accordance with the Contract Documents. This warranty will commence at Substantial Completion, or at any other date established in a written agreement between Owner and Archistructor for partial occupancy or use by Owner of portions of the Work, or at any other date established by terms of an applicable special warranty required by the Contract Documents ("Warranty Commencement Date").

8.3.2 The following are excluded from the warranty provided pursuant to Subparagraph 8.3.1:

8.3.2.1 all equipment furnished by Owner, whether new or existing, and whether relocated or installed by Archistructor;

8.3.2.2 all existing building components if the Work is in an existing building;

8.3.2.3 cracking or movement of patios, pavements, parking lots, curbs, gutters, retaining walls, foundations, sidewalks, on-grade concrete floors, or other building components resulting from soil movement or water conditions, unless the cracking or movement results from Archistructor's failure to complete the Work in accordance with the structural engineer's portion of the Specifications, the geotechnical engineer's design options selected by Owner, or from a defect in Archistructor's workmanship, materials, or design;

8.3.2.4 loss or damage resulting from defective workmanship, defective materials, or defective design, engineering or information; all as performed or supplied by, or on behalf of, any person or entity other than Archistructor, Archistructor's Consultants, or Subcontractors;

8.3.2.5 normal wear and tear and normal deterioration of the Work (normal wear and tear and normal deterioration includes, but is not limited to, minor cracking of caulking and grout, and “hairline” cracking of drywall);

8.3.2.6 loss or damage resulting from acts of God;

8.3.2.7 loss or damage resulting from use of the Work for a purpose for which the Work was not intended;

8.3.2.8 loss or damage resulting from negligence, abuse, improper or insufficient maintenance (including, but not limited to, failure of Owner to purchase a maintenance service agreement for two (2) years following Substantial Completion from the elevator Subcontractor and the HVAC Subcontractor, or HVAC and elevator service providers that are fully certified by the manufacturers of, respectively, the HVAC and elevator system components), failure to comply with the warranty requirements of manufacturers or suppliers of portions of the Work, or improper operation of portions of the Work by anyone other than Archistructor, Archistructor’s Consultants, or Subcontractors. For clarification purposes only, maintenance required to be performed by Owner includes, but is not limited to, adjustment of door hardware; maintenance of caulking and grout, maintenance and cleaning of kitchen equipment (if such equipment is included in the Work); cleaning and adjustment of plumbing components; cleaning, adjustment, and replacement of belts and filters for HVAC equipment; and keeping current the HVAC maintenance log (provided in the Operations and Maintenance Manual).

8.3.2.9 loss or damage resulting from modifications, alterations, or additions to the Work, or changes in the grading of the ground around the Work, by anyone other than Archistructor, Archistructor’s Consultants, or Subcontractors;

8.3.2.10 loss or damage caused by seepage of water unless such loss is the direct result of a defect in Archistructor’s workmanship, materials, or design;

8.3.2.11 loss or damage directly or indirectly arising out of, caused by, contributed to, resulting from or relating to; mold, mildew, fungus, spores, wet or dry rot, microbial volatile organic compounds, or other micro-organisms of any type, nature or description, or their scent or by-products or any materials containing them, whether airborne or surface, unless such loss or damage is the result of a defect in Archistructor’s workmanship, materials, or design;

8.3.2.12 any damage that Owner has not taken reasonably timely action to minimize; and,

8.3.2.13 any defect not reported to Archistructor by Owner within two (2) months after the defect is discovered, or in the exercise of reasonable diligence should have been discovered, by Owner.

8.3.3 THE WARRANTY PROVIDED IN THIS ARTICLE IS ARCHISTRUCTOR'S SOLE WARRANTY WITH RESPECT TO THE WORK. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN SPECIFIC WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS FROM EQUIPMENT AND/OR MATERIAL SUPPLIERS, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANY AND ALL WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

8.4 Correction Period.

8.4.1 If, within two (2) years (one (1) year for any appliances and all landscaping and irrigation system components) after the Warranty Commencement Date ("Correction Period"), any of the Work is found to be not in accordance with the requirements of the Contract Documents and the warranty stated at Paragraph 8.3 ("Defective Work"), Archistructor will correct it promptly after receipt of Notice from Owner to do so. If within the Correction Period Owner discovers Defective Work and does not promptly notify Archistructor pursuant to the limitations of Paragraph 8.3 or give Archistructor an opportunity to test and/or correct such Defective Work as reasonably requested by Archistructor, Owner waives the right to require correction of such Defective Work by Archistructor as well as Owner's right to make a Claim for a breach of the warranty with respect to such Defective Work. Correction of any Defective Work will not extend the Correction Period for that Work. If during the Correction Period Owner requests that Archistructor perform a Site visit and/or work to examine a portion of the Work that is ultimately determined to not be Defective Work, then Owner will pay all costs incurred by Archistructor for such Site visit and/or work, including all labor costs for Archistructor's employees utilizing the hourly billing rates set forth at **Exhibit F**, all travel costs, and all costs for Subcontractors, Archistructor's Consultants or third party experts ("Additional Warranty Costs").

8.4.2 During the Correction Period, Archistructor will assign a qualified and experienced representative to work directly with Owner to correct Defective Work. Prior to the expiration of the Correction Period, Archistructor will schedule and attend with Owner an inspection of the Work to determine whether any Defective Work exists and will prepare a list of such Defective Work. Such Defective Work will be corrected as expeditiously as practical.

8.4.3 Nothing contained in this Paragraph will be construed to establish a period of limitation with respect to other obligations Archistructor has under the Contract Documents. Establishment of the Correction Period has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to limit Owner's rights under Laws for the correction of latent defects in the Work.

9. ARTICLE 9—DOCUMENTS AND ADVERTISING

9.1 Ownership and Use of Documents.

All Drawings, Specifications and other documents, including those in electronic form, prepared pursuant to this Agreement by Archistructor, Subcontractors, or Archistructor's Consultants are instruments of service through which the construction portion of the Work is described ("Design Documents"). Archistructor will retain all common law, statutory and other reserved rights, including copyright, in the Design Documents. The Design Documents become the property of Owner for the purpose of information and reference in connection with Owner's use, occupancy, and future expansion of the Project when this Agreement is fully performed, including the construction portion of the Work, and full payment for the Design Documents due in accordance with this Agreement has been received by Archistructor. If this Agreement is terminated by either Owner or Archistructor for default or convenience pursuant to Article 10, the Design Documents become the property of Owner for the purpose of information and future construction of the Work when payment for the Design Documents due in accordance with this Agreement has been received by Archistructor provided, however, if Owner elects to proceed with the construction portion of the Work utilizing another contractor, Owner will: (a) have the Design Documents completed, if they are not completed at the time of the termination, and stamped by another licensed design professional, with Archistructor paying all costs therefore solely if this Agreement was terminated for Archistructor default; and, (b) indemnify and hold harmless Archistructor, Subcontractors, and Archistructor's Consultants, and directors, officers, and agents of any of them, from any Claims for damages, losses and expenses arising out of the use of the Design Documents by Owner. If Owner desires to use Design Documents to build a substantially identical project at another site, it must obtain Archistructor's permission, which permission will not be unreasonably withheld. Owner agrees to indemnify and hold harmless Archistructor, Subcontractors, and Archistructor's Consultants against Claims for damages, losses and expenses arising out of: (a) any unauthorized reuse or distribution of the Design Documents; or, (b) any alterations, modifications, or additions to the Design Documents made by anyone other than Archistructor.

9.2 Advertising.

Archistructor will have the right to include photographic or artistic representations of the completed construction portion of the Work in Archistructor's promotional and professional materials. Owner will give Archistructor reasonable access to the completed construction portion of the Work to make such representations. Notwithstanding the foregoing, Archistructor's materials will not include, without Owner's prior permission, the following: (a) Owner's confidential or proprietary information if Owner has previously advised Archistructor in writing of the specific information considered by Owner to be confidential or proprietary; and, (b) images of or other personally identifiable information concerning Owner's staff, clients, or visitors.

10. ARTICLE 10—SUSPENSION AND TERMINATION

10.1 Owner's Right to Suspend the Work.

Owner may suspend performance of all or a portion of the Work for such period of time as Owner may determine, subject to Paragraph 10.5, without cause and either before or after the construction portion of the Work commences, by Notice to Archistructor stating the effective

date of such suspension. When Owner notifies Archistructor to resume the Work, the Contract Price and the Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted, and such adjustment will include the reasonable costs of shut-down, delay and remobilization.

10.2 Termination by Owner for its Convenience.

10.2.1 Owner may terminate all or a portion of the Work for its convenience, without cause and either before or after the construction portion of the Work commences, by Notice to Archistructor stating the extent and effective date of such termination. Upon receipt of such Notice, Archistructor will, to the extent of the terminated portion of the Work:

10.2.1.1 stop all Work and place no further Subcontracts;

10.2.1.2 terminate outstanding Subcontracts;

10.2.1.3 deliver to Owner Design Documents that have been completed, subject to the conditions stated at Paragraph 9.1;

10.2.1.4 if the termination occurs after Archistructor has commenced the construction portion of the Work, take reasonable actions to preserve and protect Work completed and in progress and to protect materials at the Site, stored off-Site, or in transit; and,

10.2.1.5 take any other reasonable action which Owner directs for the termination.

10.2.2 If Owner terminates this Agreement for its convenience, Owner will, to the extent of the terminated portion of the Work, pay Archistructor:

10.2.2.1 the costs stated at **Exhibit F** and in the Schedule of Values for all Work performed as of the effective date of such termination;

10.2.2.2 all reasonable costs incurred by Archistructor in order to complete the actions identified at Subparagraph 10.2.1;

10.2.2.3 all reasonable costs (including cancellation fees) incurred by Archistructor in order to terminate Subcontracts;

10.2.2.4 if the termination occurs after Archistructor has commenced the construction portion of the Work, all reasonable costs to withdraw and demobilize from the Site;

10.2.2.5 Archistructor's Fee on the sums set forth in Subparagraphs 10.2.2.1 to 10.2.2.4; and,

10.2.2.6 solely if the termination occurs after Archistructor has commenced the construction portion of the Work, a termination fee equal to five percent (5%) of the unpaid balance of the Stipulated Sum Price for Construction for the terminated portion of the Work as of the date of termination.

10.2.3 Any amount due to Archistructor pursuant to this Paragraph will be paid within thirty (30) days following Owner's receipt of an Application for Payment for such amount together with the accompanying supporting documentation.

10.3 Termination by Owner for Archistructor's Default.

10.3.1 If Archistructor fails in any of the following manners, then Owner may give Notice to Archistructor and Archistructor's surety, if any, that it intends to terminate this Agreement unless the failure is cured within seven (7) business days of Archistructor's receipt of the Notice (or if such failure cannot be reasonably cured within such seven (7) business day period, if Archistructor does not commence and diligently proceed with a cure for the failure within the seven (7) business day period). If Archistructor does not so cure the failure (or, if applicable, does not so commence and diligently proceed with a cure), Owner may then declare this Agreement terminated for Archistructor's default by providing Notice of termination to Archistructor. Upon providing such Notice of termination, Owner will have the right to proceed in accordance with Subparagraph 10.3.3 and Archistructor will not have a right to further payment until the remainder of the Work is completed.

10.3.1.1 Archistructor fails to utilize proper materials and/or qualified workers.

10.3.1.2 Archistructor fails to make payments due and owing to Subcontractors and Archistructor's Consultants in accordance with their Subcontracts.

10.3.1.3 Archistructor substantially fails to perform in accordance with the Schedules or is thirty (30) days behind the critical path of the Project Schedule.

10.3.1.4 Archistructor fails to achieve Substantial Completion of the Work within sixty (60) days after the Scheduled Substantial Completion Date as it may be extended by Change Order.

10.3.1.5 Archistructor materially fails to abide by applicable Laws and Regulations.

10.3.1.6 Archistructor otherwise materially breaches provisions of this Agreement.

10.3.2 If Archistructor files a petition under the Bankruptcy Code, this Agreement will terminate for Archistructor's default if Archistructor or Archistructor's

trustee rejects this Agreement or if Archistructor is unable to give adequate assurance that Archistructor will continue to perform the Work as required by this Agreement.

10.3.3 If this Agreement is terminated for Archistructor's default, Owner will have the right to:

10.3.3.1 take possession of the Site and of all materials and equipment to be incorporated into the Work thereon;

10.3.3.2 pursuant to Paragraph 4.2, provide Notice to Archistructor of those Subcontracts which it intends to accept assignment, subject to the rights of Archistructor's surety;

10.3.3.3 exercise its rights to use the Design Documents pursuant to Paragraph 9.1; and,

10.3.3.4 complete the Work by whatever reasonable method Owner may deem appropriate.

10.3.4 Owner will maintain detailed accounting of the actual costs and expenses incurred by Owner for the termination, including reasonable attorney fees, and in completing the Work, including Owner's management costs; and Owner will provide a copy of the detailed accounting to Archistructor when the Work is complete. If such costs and expenses incurred by Owner exceed the unpaid balance of the Contract Price, Archistructor will pay the difference to Owner within thirty (30) days of Owner's written demand. If such costs and expenses incurred by Owner are less than the unpaid balance of the Contract Price, Owner will pay the difference to Archistructor within thirty (30) days of Archistructor's written demand.

10.3.5 If Owner wrongfully terminates this Agreement for Archistructor's default, Owner will pay Archistructor the compensation Owner would owe if Owner had terminated the Work for its convenience. Archistructor's remedy hereunder will be exclusive.

10.4 Archistructor's Right to Stop the Work.

10.4.1 If either of the following events occur, then Archistructor may stop performing the Work if the event is not resolved within seven (7) days after Archistructor provides Notice to Owner of the event:

10.4.1.1 Archistructor provides Notice to Owner of information that causes Archistructor to form a reasonable belief that Owner may not have sufficient funds available and committed for the entire cost of the Work, including an amount for changes in the Work as may be approved in the course of the Work, or to satisfy the requirements and obligations imposed by the Contract Documents, and Owner fails to provide evidence reasonably satisfactory to Archistructor that such sufficient funds are available and committed. The failure of Archistructor to insist upon Owner providing this evidence at any one

time will not be a waiver of Owner's obligation to make payments pursuant to this Agreement, nor will it be a waiver of Archistructor's right to require that such evidence be provided at a later date.

10.4.1.2 Owner fails to pay Archistructor within seven (7) days after the date a payment is due, except for payments or portions of payments that are disputed, or for which additional supporting documentation is sought in accordance with this Agreement, or for which there is another legal basis for withholding payment.

10.4.2 If Archistructor does stop performing the Work as stated above and the Work is later resumed, the Contract Price and the Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted, and such adjustment will include the reasonable costs of shut-down, delay and remobilization.

10.5 Termination by Archistructor for Owner's Default.

10.5.1 Archistructor may declare this Agreement terminated for Owner's default by providing Notice to Owner if:

10.5.1.1 the Work is suspended by Owner for sixty (60) days;

10.5.1.2 the Work has been stopped for a sixty (60) day period: (a) under court order or order of Regulatory Agencies; or, (b) as a result of the declaration of a national emergency or an act of a Regulatory Agency through no act or fault of Archistructor;

10.5.1.3 the Work has been stopped for a seven (7) day period in accordance with Paragraph 10.4; or,

10.5.1.4 Owner substantially breaches provisions of this Agreement and fails to cure the breaches within seven (7) business days of Owner's receipt of the Notice (or if such failure cannot be reasonably cured within such seven (7) business day period, if Owner does not commence and diligently proceed with a cure for the breaches within the seven (7) business day period).

10.5.2 If Owner files a petition under the Bankruptcy Code, this Agreement will terminate for Owner's default if Owner or Owner's trustee rejects this Agreement or if Owner is unable to give adequate assurance that Owner will continue to perform its obligations as required by this Agreement.

10.5.3 If this Agreement is terminated for Owner's default, Owner will pay Archistructor those amounts set forth in Paragraph 10.2.

10.5.4 Any amount due to Archistructor pursuant to this Paragraph will be paid within thirty (30) days following Owner's receipt of an Application for Payment for such amount together with the accompanying supporting documentation.

10.6 Exclusive Remedies.

The respective rights and remedies specified in this Article will be Owner's and Archistructor's sole recourse for any termination of this Agreement and the parties retain their rights specified in Article 12 for the actions specified in this Article. THE PARTIES REAFFIRM HEREIN THEIR RESPECTIVE WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES SET FORTH IN ARTICLE 12.

11. ARTICLE 11—INSURANCE AND INDEMNIFICATION

11.1 Archistructor's Insurance.

11.1.1 Archistructor will maintain during the term of this Agreement the insurance described below, which insurance will be placed with a company or companies authorized to transact business in the state where the Project will be constructed and with a minimum AM Best rating of A-VII. The insurance will be for the following amounts and coverage:

11.1.1.1 Commercial general liability insurance in Archistructor's name that will include coverage for bodily injury, property damage, personal injury and contractual liability, broad form property damage, and completed operations; with combined single limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. General Aggregate limits will apply per project. Commercial general liability insurance will be furnished on an occurrence basis.

11.1.1.2 Commercial automobile liability insurance including owned, non-owned and hired vehicle coverage with combined single limit of not less than \$1,000,000 bodily injury and property damage. Commercial automobile liability insurance will be furnished on an occurrence basis.

11.1.1.3 Statutory amounts of workers' compensation with employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000.

11.1.1.4 Umbrella/excess liability insurance for coverage identified at Subparagraphs 11.1.1.1 and 11.1.1.2, with a limit of \$8,000,000. Umbrella/excess liability insurance will be furnished on an occurrence basis.

11.1.1.5 Professional liability insurance, with limits of not less than \$2,000,000 per claim and in the aggregate. Professional liability insurance will be furnished on a claims made basis.

11.1.1.6 Property insurance upon the Work (“Builder’s Risk Insurance”) to the full replacement value of the Work, except: Coverage for flood Zones X-500, B, and Shaded X will have a limit of \$3,000,000, coverage for flood Zones C and X will have a limit of \$25,000,000, and coverage for flood Zones A, D, V, and unlisted is excluded. Coverage for earth movement will have a limit of \$25,000,000.

The property insurance will include the interests of Owner, Archistructor and Subcontractors of every tier in the Work. It will be issued on an all risks of direct physical loss or special form policy. Archistructor will bear the cost of the deductible expense for losses that are caused by its negligence or those for whom it is responsible. Otherwise, the cost of the deductible expense will be treated as a Cost of the Work and the Contract Price will be increased by Change Order for the deductible expense. The deductible expenses will be: for flood \$25,000 (\$100,000 for Zones X-500, B, and Shaded X), for surface water \$5,000, for earth movement \$25,000, for property of others \$10,000, and for all other perils \$5,000. To the extent the Work suffers property damage that is not covered by the Builder’s Risk Insurance provided by Archistructor (including damage that is the result of acts of terrorism), any cost of replacing or repairing such property damage will be treated as a Cost of the Work and the Contract Price and/or the Schedules and Scheduled Substantial Completion Date will be Equitably Adjusted.

11.1.1.7 The Builder’s Risk Insurance coverage will be endorsed to provide “lost earnings, rents, and soft cost” coverage to protect Owner, with a limit of fifteen percent (15%) of the Stipulated Sum Price for Construction, subject to a maximum of \$750,000 for wood framed structures and \$5,250,000 for all other construction types. Such coverage typically includes actual loss of earnings, rents, additional construction loan interest and other fees resulting from a delay in occupancy or use, all as is specified in and limited by the Builder’s Risk Insurance policy. The deductible expense for such coverage will be the lost earnings, rents, or soft costs incurred during the first three (3) days following the occurrence of an event covered under the Builder’s Risk Insurance and the deductible expense will be borne by Owner.

11.1.2 Insurance maintained by Archistructor pursuant to Subparagraphs 11.1.1.1 and 11.1.1.2 will, to the extent permitted by Laws, name Owner as an “additional insured,” which additional insured endorsement will not include coverage to the extent of or for Owner’s negligence.

11.1.3 Liability coverage, whether written on an occurrence or claims-made basis, will be maintained without interruption from date of commencement of the Work through the period of all contractual obligations for this Agreement. With respect to Builder’s Risk Insurance coverage, unless earlier ceased by termination pursuant to Article 10, will remain in effect until Substantial Completion, at which time Owner’s permanent property insurance will replace the Builder’s Risk Insurance.

11.1.4 Certificates of Insurance reasonably acceptable to Owner will be delivered to Owner immediately after execution of this Agreement. Those Certificates will contain a provision that coverage afforded under the policies will not be altered, canceled or non-renewed until at least thirty (30) days prior written notice has been given to Owner.

11.2 Owner's Insurance.

Owner will be responsible for purchasing and maintaining Owner's liability insurance, property insurance (including for any existing property owned by Owner contiguous to the Site as well as that required for all Owner's property or installations pursuant to Paragraph 5.5), statutory amounts of workers' compensation insurance with a waiver of subrogation unless excluded by Laws, and employer's liability insurance. Except to the extent of undisputable negligent acts of Archistructor or Subcontractors, Owner waives any Claims against Archistructor for any loss or damage to any existing property, real or personal, owned by Owner contiguous or adjacent to the Site, as well as to Owner's furniture, fixtures, and equipment installed within partially occupied or used portions of the Work pursuant to Paragraph 5.5, and Owner will look solely to its insurance for payment of such loss or damage.

11.3 Waiver of Subrogation.

11.3.1 Owner and Archistructor waive all rights against each other, Archistructor's Consultants, Subcontractors, Owner's Other Contractors, and any of their respective employees or agents, for damages caused by risks covered by insurance provided in this Article to the extent that such damages are covered by that insurance or other property insurance applicable to the Work (including, but not limited, to property insurance obtained after completion of the Work), except: (a) such rights as they may have to the proceeds of such insurance held by Owner or Archistructor; and, (b) the parties' obligations concerning the deductibles as provided in Subparagraph 11.1.1.6.

11.3.2 If the policies of insurance referred to in this Article require an endorsement to provide coverage for the waiver of subrogation, the owners of such policies will cause them to be so endorsed.

11.4 Indemnification.

11.4.1 To the fullest extent permitted by Laws and except to the extent provided in this Agreement, Archistructor will indemnify and hold harmless Owner, including Owner's Other Contractors, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' and experts' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of Archistructor, Archistructor's Consultants, Subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist or be available to an indemnified party, as to any property or person described in this Subparagraph. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of this indemnification obligation, such legal limitations are made a part of the indemnification obligation and will operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such

limitations, and as so modified, the indemnification obligation will continue in full force and effect.

11.4.2 To the fullest extent permitted by Laws and except to the extent provided in this Agreement, Owner will indemnify and hold harmless Archistructor, including Archistructor's Consultants, Subcontractors, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' and experts' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of Owner, Owner's Other Contractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist or be available to an indemnified party, as to any property or person described in this Subparagraph. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of this indemnification obligation, such legal limitations are made a part of the indemnification obligation and will operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation will continue in full force and effect.

11.4.3 During the construction portion of the Work, Archistructor may install posts at the roof of the building for horizontal lifelines to protect its workers from hazards associated with steel erection and roofing installation. Archistructor will leave such posts in place after completion of the Work for Owner's future use unless Owner directs Archistructor in writing to remove the posts. Notwithstanding the foregoing, Archistructor assumes no responsibility for the structural integrity of the posts and specifically disclaims any responsibility for the design, engineering, maintenance, and fitness for any purpose or use by Owner after Substantial Completion of the Work. Owner will indemnify and hold harmless Archistructor, Archistructor's Consultants, Subcontractors, and agents and employees of any of them, from any Claims for damages, losses and expenses arising out of the use of the posts.

11.4.4 In claims against any person or entity indemnified under Subparagraphs 11.4.1, 11.4.2, or 11.4.3 by an employee of Archistructor or Owner, or an employee of anyone engaged by Archistructor or Owner, the indemnification obligation under Subparagraphs 11.4.1, 11.4.2, or 11.4.3 will not be limited by a limitation on amount or type of damages, compensation of benefits payable by or for Archistructor or Owner under Workers Compensation Acts, disability benefit acts or other employee benefit acts.

11.5 Special Insurance.

If Owner requires Archistructor to maintain any other insurance coverage, policy, amendment, or endorsement not described above, Owner will pay the additional cost thereof.

11.6 Payment and Performance Bonds.

Archistructor will maintain for this Agreement a 100% payment bond for the Stipulated Sum Price for Construction (not including the fees for design and pre-construction services) covering

the payment of all obligations arising thereunder, and a 100% performance bond for the construction portion of the Work covering the faithful performance of this Agreement. The bonds will be on form AIA Document A312, 2010 edition. Archistructor will deliver the required bonds to Owner not later than fourteen (14) days prior to the start of the construction portion of the Work. The premium for all bonds will be included in the Contract Price. The bonds will be written by sureties legally authorized to write such bonds in the State of Colorado, provided such surety companies have a Best's Insurance Guide (latest edition) rating not lower than A+ or have a Best's Financial Rating of at least XV. If at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, Archistructor will, within ten (10) business days thereafter, furnish replacement bonds will written by legally authorized sureties. Notwithstanding the foregoing, the payment and performance bonds will only cover a one (1) year Correction Period if a longer Correction Period is provided pursuant to Article 8. Notwithstanding anything in this Agreement and/or the Contract Documents to the contrary, the surety providing the bonds will not be liable for any costs or damages arising from the design and/or pre-construction services provided pursuant to this Agreement and Owner will not offset or deduct any damages arising from the performance of the design and/or pre-construction services provided pursuant to this Agreement from the Stipulated Sum Price for Construction.

12. ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.1 Definition of Claims.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Price, a change in the Schedules, or other relief with respect to the terms of this Agreement. The term Claim also includes other disputes and matters in question between Owner and Archistructor arising out of or relating to this Agreement.

12.2 Notice of Claims

Claims by either Owner or Archistructor will be initiated by Notice to the other party within a reasonable time after the occurrence giving rise to the Claim or after the party first recognizes the condition giving rise to the Claim. The responsibility to substantiate Claims will rest with the party making the Claim.

12.3 Waiver of Claims for Consequential Damages

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OWNER OR ARCHISTRUCTOR WILL NOT BE LIABLE TO THE OTHER, AND EACH PARTY HEREBY WAIVES ALL CLAIMS AGAINST THE OTHER, FOR ANY PUNITIVE, CONSEQUENTIAL, LIQUIDATED, SPECIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF PROFITS OR OPPORTUNITY), WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE AND WHETHER ASSERTED DIRECTLY OR BY WAY OF CLAIM FOR CONTRIBUTION OR INDEMNITY, EXCEPT AS SPECIFICALLY PERMITTED OTHERWISE ELSEWHERE

IN THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES BUT IS NOT LIMITED TO (1) CONSEQUENTIAL DAMAGES INCURRED BY OWNER FOR DELAY, FOR LOSSES OF USE, PROFIT, FINANCING, BUSINESS REPUTATION, AND FOR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY OR OF THE SERVICES OF SUCH PERSONS; AND (2) CONSEQUENTIAL DAMAGES INCURRED BY ARCHISTRUCTOR FOR PRINCIPAL OFFICES EXPENSE AND THE COMPENSATION OF PERSONNEL STATIONED THERE (EXCEPT TO THE EXTENT INCLUDED IN THE COST OF THE WORK, IF ANY), FOR LOSSES OF FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF PROFIT, EXCEPT ANTICIPATED PROFIT ARISING DIRECTLY FROM THE WORK PURSUANT TO PARAGRAPH 10.2.

12.4 Resolution of Claims and Disputes.

Any and all Claims, disputes, or other matters in controversies between Owner and Archistructor arising out of or relating to this Agreement or the breach thereof (hereinafter "Dispute") will be resolved in accordance with the following Paragraphs.

12.5 Negotiation.

12.5.1 If a Dispute arises that Owner's and Archistructor's representatives are unable to resolve, either party may, by Notice to the other party, declare that a Dispute exists.

12.5.2 Within five (5) business days after the other party's receipt of such Notice, each party will nominate a senior officer of its management to meet at a mutually agreed time not later than thirty (30) days following the date of the Notice to attempt to negotiate a settlement of the Dispute ("Direct Negotiation"). To aid the negotiation, each party will prepare and exchange five (5) business days in advance of the meeting a written statement of the issues in dispute and their position for those issues, and the statement and all its contents will constitute settlement materials that are not admissible for any purpose in any subsequent proceedings.

12.6 Mediation.

If the either party refuses to participate in Direct Negotiation or if the Direct Negotiation does not result in settlement of the Dispute, following Notice of a demand for mediation delivered by one party to the other party, the Dispute will be submitted for non-binding mediation as a condition precedent to binding arbitration or judicial proceedings. The selection of the mediator, as well as the date, time, and location of the mediation will be by mutual agreement of the parties. The parties will share the mediator's fee and any filing fees equally, and each party will pay its own attorney and expert fees. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.

12.7 Arbitration.

12.7.1 Any Dispute not resolved within thirty (30) days following completion of mediation will, unless the parties mutually agree otherwise, be settled by binding arbitration following Notice of a demand for arbitration delivered by one party to the other party. This agreement to arbitrate will be specifically enforceable in any court with jurisdiction. The arbitration will be administered by Judicial Arbiter Group in accordance with its then existing rules. The arbitration will be conducted in the capital city in the state where the Project is located, unless agreed otherwise by both parties. If the amount in Dispute is less than \$100,000.00, the arbitration will be conducted by one neutral arbitrator selected jointly by the parties. If the amount in Dispute is greater than \$100,000, or if the parties cannot jointly agree on an arbitrator if the amount is less than \$100,000, or if the parties jointly agree due to the complexity of the Dispute, then the arbitration will be conducted by three arbitrators. Each party will then select an arbitrator and the two designated arbitrators will select the third arbitrator. Unless otherwise agreed in writing, in no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of repose or limitations.

12.7.2 The decision and award of the arbitrator or arbitrators will be final and binding upon the parties, and judgement may be entered upon it in accordance with applicable Laws by any court having jurisdiction.

12.8 Judicial Proceedings.

Notwithstanding the provisions of Paragraph 12.7, either party may elect to have the Dispute resolved by litigation in a court of competent jurisdiction in lieu of arbitration if: (a) a party seeks a preliminary injunction or other preliminary judicial relief if, in its reasonable judgment, such action is necessary to avoid irreparable damage; or, (b) an asserted Claim or counter Claim involves an amount exceeding five hundred thousand dollars (\$500,000). The parties agree that any such judicial process will consist of a bench trial and not a trial by jury, and each party hereby waives its right to a jury trial in connection with any such litigation.

12.9 Prevailing Party.

The prevailing party in any proceeding brought under Paragraph 12.7 or Paragraph 12.8 will be entitled to reimbursement from the other party all costs, expenses, and reasonable attorney and expert fees and costs incurred by such prevailing party in connection with any such proceeding. The prevailing party will be determined by comparing the amount awarded in the proceeding against the last settlement position of the respective parties in mediation. Offers or demands prior to the last settlement position will not be considered.

12.10 Disputes Relating to Mechanic's Liens.

If a Dispute relates to or is the subject of a mechanic's lien, Archistructor may proceed in accordance with applicable Laws to comply with any statutory lien notice and filing deadlines prior to engaging in negotiation, mediation, arbitration or judicial proceedings as may be required under this Article.

12.11 Continuing Performance.

Pending final resolution of a Dispute, except as otherwise agreed in writing or as provided in Article 10, Archistructor will proceed diligently with performance of the Work and Owner will continue to make payments in accordance with this Agreement.

13. ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 Hazardous Material.

13.1.1 Notwithstanding anything to the contrary in this Agreement, the obligations of Archistructor and Owner to each other with respect to Hazardous Material will be as set forth in this Paragraph. The terms of this Paragraph will survive completion of the Work and/or any termination of this Agreement.

13.1.2 Owner represents that, to the best of its knowledge and having performed reasonable inspections to form such belief, all areas where the construction portion of the Work is to be performed do not contain any Hazardous Material.

13.1.3 Archistructor will not be obligated to commence the construction portion of the Work until all Hazardous Material existing at the Site prior to the scheduled date for the start of the construction portion of the Work has been removed, rendered harmless, or determined to be harmless by Owner as certified by an independent testing laboratory and any Regulatory Agencies with jurisdiction.

13.1.4 If, after the commencement of the construction portion of the Work, Hazardous Material is discovered at the Site, or if Archistructor reasonably believes Hazardous Material exists at the Site, Archistructor will be entitled to immediately stop Work in the affected area. Archistructor will report the condition to Owner and, if required, Regulatory Agencies with jurisdiction. Archistructor will not be required to perform any Work relating to, or in the area of, the Hazardous Material without its consent. Owner will be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures and actions will be the sole responsibility of Owner and will be performed in a manner minimizing any adverse effects upon the other areas of Work. Archistructor will resume Work in the area affected by the Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of Regulatory Agencies with jurisdiction. The obligations of Owner herein will not apply to Hazardous Material first brought to the Site by Archistructor, Subcontractors, or anyone else for whom Archistructor is responsible.

13.1.5 If Archistructor incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Archistructor will be entitled to an Equitable Adjustment in the Contract Price and the Schedules and Scheduled Substantial Completion Date unless the additional costs or delay result from Hazardous Material first

brought to the Site by Archistructor, Subcontractors, or anyone else for whom Archistructor is responsible.

13.1.6 To the extent not caused by the negligent acts or omissions of Archistructor, Archistructor's Consultants, Subcontractors, or anyone for whom they are responsible, Owner will indemnify and hold harmless Archistructor, Archistructor's Consultants, and Subcontractors, and the agents and employees of each of them, from and against any and all claims for damages, losses and expenses, including but not limited to reasonable attorney and expert fees, costs and expenses incurred in connection with the claim, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by Laws, such indemnification will apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of Owner. The obligations of Owner herein will not apply to Hazardous Material first brought to the Site by Archistructor, Subcontractors, or anyone else for whom Archistructor is responsible.

13.1.7 Safety Data Sheets ("SDS") as required by Laws and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Archistructor, Subcontractors, Owner or Owner's Other Contractors, will be maintained at the Site by Archistructor and made available to Owner.

13.1.8 During Archistructor's performance of the construction portion of the Work, Archistructor will, in accordance with all applicable Laws and Regulations, properly label, handle, use, store, and dispose of all Hazardous Materials or environmental pollutants brought to the Site by Archistructor or Subcontractors; and Owner will, in accordance with all applicable Laws and Regulations, ensure proper labeling, handling, use, storage, and disposal of all Hazardous Materials or environmental pollutants brought to the Site by Owner or Owner's Other Contractors. Prior to any storage of hazardous materials at the Project site by Owner or Owner's Other Contractors, Owner or Owner's Other Contractors will secure NEENAN's approval of the location of such storage.

13.1.9 Archistructor is responsible for any and all spills, releases, discharges, or leaks of environmental pollutants or Hazardous Materials or substances ("Spills") brought to the Site by Archistructor or Subcontractors, provided such Spills are not the result of acts or negligence of Owner or Owner's Other Contractors. In the event of an occurrence of such Spills, Archistructor will immediately initiate containment procedures and will immediately notify Owner, with such written notice to include a description of items released, quantity of items released, exact time and location of release, and containment procedures initiated. Archistructor agrees to promptly remediate such Spills to satisfaction of Owner and all governmental agencies with jurisdiction in a manner that complies with all Laws and Regulations. Cleanup of such Spills will be at no cost to Owner and Archistructor will be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of Spills.

13.2 Unmanned Aerial Systems.

13.2.1 Owner and Archistructor will provide Notice to the other party, and receive written permission from the other party, prior to operating any unmanned aerial system (“UAS” or “Drone”) during the construction portion of the Work; or hiring such operations through a third party; or permitting such operations by any of its agents, employees or anyone for whom it is responsible. If Owner or Archistructor receives such permission and then so operates, by itself or a third party, agent, or employee, any UAS, the permitted party will provide and maintain liability insurance for operations of the UAS. This liability insurance will be provided by either a separate aviation policy or as an endorsement to its general liability policy, provided that the limit of liability will be no less than \$1,000,000 per occurrence.

13.2.2 Owner and Archistructor further acknowledge and agree that the permitted party is solely responsible for the airworthiness of any such UAS. The permitted party also warrants, that at a minimum, all such UAS will be registered, maintained and operated in accordance with: (a) all applicable Laws; (b) all applicable manuals including, but not limited to, the manufacturer’s maintenance and operations manuals; (c) Federal Aviation Regulations, Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA; (d) the manufacturer’s airworthiness limitations; (e) manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and (f) service bulletins.

13.2.3 For purposes of this Paragraph, UAS includes all elements required for flight, including, but not limited to, ground control stations, data links, dashboards, applications, survey equipment and the unmanned aerial vehicle (“UAV”) of the subject unmanned system. UAS, UAV and Drone are used interchangeably in this Agreement.

13.3 Alcohol, Tobacco, Drugs, and Fraternization.

Archistructor will ensure that its employees, agents, and Subcontractors comply with all Laws and all Owner’s policies, regulations, and/or procedures prohibiting the use, possession, sale, or distribution of alcohol, drugs or tobacco on any site or property owned by Owner. Archistructor will keep its employees and those of its Subcontractors from socializing upon the Site after normal working hours and from fraternizing at any time with Owner’s staff, clients, and other persons who are at Owner’s building or the Site.

13.4 Royalties and Patents.

Archistructor will pay royalties and license fees for patented, trademarked, or copyrighted designs, processes or products incorporated into the Work, and further agrees to indemnify and hold harmless Owner from all suits or claims for infringement of any patent rights, trademarks, or copyrights (collectively “Rights”) arising there from. Notwithstanding the foregoing, if a particular design, process or product for which Rights exist is specifically required by Owner for the Work, Owner will pay all associated royalties and license fees and will indemnify and hold harmless Archistructor, Subcontractors, and Archistructor’s Consultants from any suits or claims of infringement of any Rights arising out of the use of such design, process or product. If Archistructor has reason to believe the use of an Owner required design, process or product is an infringement of a Right, Archistructor will promptly provide Notice to Owner.

13.5 Successors and Assigns.

Owner and Archistructor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Neither Owner nor Archistructor will assign this Agreement or the benefits therein without the written consent of the other. Such consent will not be unreasonably withheld. However, Owner may assign this Agreement to any institutional lender providing construction financing or any entity controlling, controlled by, or under common control of Owner, and Archistructor agrees to execute all consents reasonably required to facilitate such an assignment, but will not be required to assume obligations that expand its existing obligations pursuant to this Agreement nor to accept a reduction of the existing obligations of Owner pursuant to this Agreement. If either party makes such an assignment, that party will nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other party.

13.6 Choice of Law.

This Agreement will be governed by the Laws of the State of Colorado, exclusive of its choice of law provisions.

13.7 Notices.

All notices, demands or other communications required or permitted to be given under this Agreement ("Notice") will be in writing and deemed to have been duly delivered: (a) upon personal delivery to the proper party set forth below; or, (b) as of the third business day after mailing by United States Mail, certified, return receipt requested, postage prepaid, addressed to the proper party at the appropriate address set forth below; or, (c) as of 12:00 p.m. on the business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, for next day delivery to the proper party at the appropriate address set forth below; or, (d) two hours after facsimile transmission between the hours of 8:00 a.m. and 3:00 p.m. (prevailing local time at the address of the recipient) on any business day to the proper party at the appropriate fax number set forth below, provided that delivery of such facsimile is confirmed by the sender's fax machine; or, (e) two hours after e-mail transmission between the hours of 8:00 A.M. and 3:00 P.M. (prevailing local time at the address of the recipient) on any business day to the proper party at the appropriate e-mail address set forth below.

If to Owner:

City of Salida
Attention: Doug Bess, Fire Chief
124 E. Street
Salida, Colorado 81201
Phone: 719-539-2212
Fax: 719-539-9086
E-mail: doug.bess@cityofsalida.com

with copy to:

City of Salida
Attention: Drew Nelson, City Administrator
448 E. First Street, Suite 112
Salida, Colorado 81201
Phone: 719-539-4555
Fax: 719-539-5271
E-mail: drew.nelson@cityofsalida.com

If to Neenan:

The Neenan Company LLLP
Attention: Mark C. Schneider
3325 South Timberline Road, Suite 100
Fort Collins, CO 80525
Phone: 970-493-8747
Fax: 970-493-5869
E-mail: mark.schneider@neenan.com

13.8 Relationship of Parties.

Nothing contained in this Agreement nor any acts of the parties hereto will be deemed or construed by any party hereto, or by any other person, to create the relationship of principal agent, or of limited or general partner, or of joint venture of any association between or among the parties hereto, except that of Owner and independent contractor.

13.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which, when taken together, will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail will be deemed to be their original signatures for all purposes.

13.10 Entire Agreement.

This Agreement represents the entire and integrated agreement between Owner and Archistructor and supersedes all prior negotiations, representations or agreements, whether written or oral, between Owner and Archistructor related to the Project or the Work. Nothing in this Agreement will create a contractual relationship between Owner and any person or entity other than Archistructor.

13.11 Severability and Waiver.

If any provision of this Agreement conflicts with any applicable Laws and is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this Agreement. Furthermore, if the application of any provision of this Agreement to particular circumstances conflicts with any Laws and is held to be invalid or unenforceable as so applied, such invalidity or unenforceability will not affect the application of such provision to other circumstances for which it is valid and enforceable. To these ends, the provisions of this Agreement are severable. Where the effect of such severability would deprive a party of a material benefit of its bargain under this Agreement, the invalid or unenforceable provision will not be severed, and such party may instead terminate this Agreement. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, covenant, condition or rights in connection with that occurrence or with respect to future or further performance.

13.12 Exhibits.

The following Exhibits are attached hereto, or will be attached hereto, and are incorporated herein by this reference:

- Exhibit A: Preliminary Project Schedule
- Exhibit B: Pre-Construction Services
- Exhibit C: Additional Services
- Exhibit D: Interior Design Services
- Exhibit E: Landscape Design Services
- Exhibit F: Design and Pre-Construction Fees and Schedule of Rates
- Exhibit G: Options for Moisture Sensitive Flooring
- Exhibit H: Options for Expansive Soils
- Exhibit I: Options for Floor Vibration

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

THIS AGREEMENT is entered into as of the Effective Date.

ARCHISTRUCTOR:

The Neenan Company LLLP
a Colorado limited liability limited partnership
By: Neenan Management Company
a Colorado corporation
Its: General Partner

OWNER:

The City Of Salida, Colorado

By: _____

Name: Ryan C. Dellos

Its: Treasurer

Date: _____

By: _____

Name: Dan Shore

Title: Mayor, City of Salida

Date: _____

EXHIBIT A - PRELIMINARY PROJECT SCHEDULE

See the attached Preliminary Project Schedule, dated May 6, 2022

EXHIBIT A

Salida Fire Station Preliminary design schedule 5-6-2022

ID	Task Name	Task Mode	Duration	Start	Finish	2022 Qtr 4	2023 Qtr 1	2023 Qtr 2	2023 Qtr 3	2023 Qtr 4	2024 Qtr 1
1	RFP Process		26 days	Fri 2/25/22	Fri 4/1/22						
7	Notice of Award		1 day	Tue 5/17/22	Tue 5/17/22						
8	Execute Design contract		5 days	Wed 5/18/22	Tue 5/24/22						
9	Design		172 days	Wed 6/15/22	Thu 2/9/23						
10	CDP (Collaborative Design Process) - Design Charette Meeting		1 day	Wed 6/15/22	Wed 6/15/22						
11	Financing Package		30 days	Thu 6/16/22	Wed 7/27/22						
12	Schematic Design		35 days	Wed 6/22/22	Tue 8/9/22						
13	Drawing Review		1 day	Wed 8/10/22	Wed 8/10/22						
14	Design Development		30 days	Wed 8/17/22	Tue 9/27/22						
15	Drawing Review		1 day	Wed 9/28/22	Wed 9/28/22						
16	CDOT Coordination Meetings		4 days	Thu 9/29/22	Tue 10/4/22						
17	Construction Documents		85 days	Thu 10/6/22	Wed 2/1/23						
18	Drawing Review		1 day	Thu 2/2/23	Thu 2/2/23						
19	Execute Construction Contract (AP)		5 days	Fri 2/3/23	Thu 2/9/23						
20	Permitting		120 days	Thu 10/6/22	Wed 3/22/23						
22	Construction Start TBD - Dependent on Design Builder's Proposal Execution and Permit issuance.		44 wks	Thu 3/23/23	Wed 1/24/24						

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: 3178 - Salida AA Sched
Date: Fri 5/6/22

EXHIBIT B - PRE-CONSTRUCTION SERVICES

The following pre-construction services are concurrent and interactive with the design services described in this Agreement and **Exhibit F**, and generally include estimating, scheduling, value engineering and the incorporation of construction knowledge and expertise into the design process.

1. Attendance at meetings with Owner and Architect, Archistructor's Consultants, and Subcontractors.
2. Evaluation of Owner's objectives and limitations, and schedule and budget requirements for the Work.
3. Review of the Site and Site-related data, including Site conditions; land survey and geotechnical investigation furnished by Owner; adequacy of Site utilities; and the need for off-Site improvements.
4. Review of Design Documents at the conclusion of the phases identified in Article 2 and at other appropriate times during the design portion of the Work.
5. Recommendations on Site utilization and improvements, construction feasibility and methods, and building systems and materials.
6. Preparation of construction cost estimates at the conclusion of the phases identified in Article 2 and at other appropriate times during the design portion of the Work. Estimates will be appropriate to the level of available design information and will include alternative systems and materials, where appropriate.
7. Preparation of a final construction estimate for Archistructor's Proposal that provides detail for the Schedule of Values.
8. Preparation of Preliminary Project Schedules at appropriate times during the design portion of the Work, and of the Project Schedule for Archistructor's Proposal.
9. Identification of actions designed to minimize adverse effects of labor shortages, material shortages, and long-lead items, including the need for expedited design and procurement.
10. Identification of pre-qualified Subcontractors, including those required to furnish materials or equipment fabricated to a special design.

EXHIBIT C - ADDITIONAL SERVICES

The following services are Additional Services not included within the Contract Price, unless specifically included as a service elsewhere within this Agreement or within Archistructor's Proposal, and are identified herein not by way of limitation, but by way of example of some of the services that Owner may elect to have Archistructor perform under this Agreement. If Owner desires Archistructor to furnish or perform any of the Additional Services set forth below, or any other service not included within the Work, Owner will follow the process for changes in the Work.

1. Securing, preparing and submitting documents for securing, and all fees associated with, all permits, approvals, and licenses issued by Regulatory Agencies which are required for facility certification, accreditation, or licensure; and researching regulations applicable to Owner's business plan. Notwithstanding the foregoing, Archistructor will furnish documentary evidence as is reasonably necessary to demonstrate compliance of the Work with applicable Laws and Regulations in order for Owner to secure facility certification, accreditation, or licensure.
2. Detailed investigation of conditions in existing facilities.
3. Site development services, including site analysis and selection, comparative studies and evaluations of prospective sites, site development planning, detailed site utilization studies, and master planning services.
4. Design, selection, coordination, procurement or installation of furnishings, furniture, or artwork unless such services are specifically included at **Exhibit D**.
5. Programming, listing, design, planning, selection, coordination, procurement, installation, or certification of Owner's or Owner's tenant's equipment, except architectural, mechanical, electrical, plumbing and fire protection coordination utilizing Owner furnished equipment cut sheets provided to Archistructor during the Project Analysis Phase.
6. Graphic design, renderings, animation, model construction, and still photography, unless specifically included as a service elsewhere within this Agreement.
7. Design or construction to achieve LEED certification, or in compliance with LEED standards.
8. Architectural, interior design, or engineering services other than those set forth in the Contract Documents, Article 2, and **Exhibit D** of this Agreement, including, but not limited to, such services for acoustics, security, communications, and audio/visual that are not required by applicable code.
9. Preparing in excess of three (3) iterations (sets) of Schematic Design Documents for review and approval by Owner.
10. Revisions to the approved Schematic Design Documents, Design Development Documents or Construction Documents, or any other work product provided by or through Archistructor

due to causes not within the control of Archistructor, including Owner-requested changes or adjustments for the Project Scope Definition, Project budget or Schedules.

11. Providing consultation concerning replacement of Work damaged by fire or other cause during the construction portion of the Work, and furnishing services required in connection with replacement of such Work.

EXHIBIT D – INTERIOR DESIGN SERVICES

The following interior design services are concurrent and interactive with the design services described in this Agreement, and the associated fees are included within the fee shown at **Exhibit F** unless specifically excluded as a service elsewhere within this Agreement or within Archistructor's Proposal.

Schematic Design Phase:

1. Preliminary selection of interior finishes.
2. Coordination with Architect for programming and space planning.
3. Coordination with Owner and Architect for preliminary lighting, casework and furniture layout.
4. Research of finish materials and their application.
5. Confirmation of budget allowances for finishes.

Design Development Phase:

1. Selection and specification of interior finishes.
2. Coordination of interior finishes with other design services.
3. Coordination and specification of casework and millwork design.
4. Coordination and specification of interior feature lighting and ceiling finishes.
5. Generic layout and coordination of furniture locations in order to verify electrical and data needs with the appropriate Subcontractors.

Construction Documents Phase:

1. Production of interior finish plan and interior signage plan.
2. Production of schedules and legends.
3. Production of casework and millwork elevations and details.
4. Production of interior specialty wall sections as required.
5. Production of presentation boards for Owner's use and construction boards for Owner's maintenance manuals.

Construction Services Phase:

1. Review of shop drawings for casework, millwork and finishes.
2. Participation in Owner and Archistructor meetings and walk-throughs as required.
3. Site inspections of the Work for quality control.

Signage:

1. Selection of interior facility identification signage as required by applicable code.
2. Define the services for tenant signage as determined by Owner (above and beyond signage required by code), including way-finding within a suite and specialty room designation signs.
3. Design and develop the specialty tenant finish interior signage package.

4. Assist in coordination of installation of the signage.

Exclusions:

Except as such items are specifically included in the Work elsewhere in this Agreement or the Contract Documents, the following services are excluded:

1. Costs for purchase and installation of the following products: appliances, furniture, accessories, art, plants, specialty window treatments, specialty equipment and appliances.
2. Coordination of any existing equipment (e.g. refrigerators, vending machines and copiers).
3. Move coordination and all moving costs.

EXHIBIT E – LANDSCAPE DESIGN SERVICES

The following landscape design services are concurrent and interactive with the design services described in this Agreement, and the associated fees are included within the fee shown at **Exhibit F** unless the services are specifically excluded elsewhere in this Agreement.

Schematic Design Phase:

1. Preliminary selection of plant materials and hardscape materials.
2. Coordination of landscape design with Site planning, including with the Site lighting and the sidewalk layout.
3. Research of local landscape requirements and Subcontractors.
4. Establish budget for landscape and irrigation.
5. One meeting with Owner to review the landscape Schematic Design Documents.

Design Development Phase:

1. Selection and specification of plant materials and hardscape.
2. Coordination of landscape Drawings with civil and architectural Drawings.
3. Confirm budget with input from local landscape Subcontractors.
4. Coordination of landscape design with design of Site lighting by electrical Subcontractor.
5. Layout and specification of Site furnishings (e.g. benches, trash receptacles and bike racks) for coordination with Owner and/or local municipal requirements.
6. One meeting with Owner to review the landscape Design Development Documents.

Construction Documents Phase:

1. Production of the landscape and irrigation plan, including schedules, legends, details and Specifications.

Construction Services Phase:

1. Review landscape and irrigation submittals.
2. Site inspections for quality control as required.
3. Production of a record set of Drawings.
4. Participation in the commissioning of the landscape and irrigation system.
5. Ensure information is provided for inclusion in the Operations and Maintenance Manuals.

Exclusions:

1. Water feature design.
2. Costs for Site furnishings and Site lighting unless they are included in Architector's Proposal.

**EXHIBIT F – DESIGN AND PRE-CONSTRUCTION FEES
AND SCHEDULE OF HOURLY RATES**

Owner agrees to pay Archistructor the following fees for the design and pre-construction services portion of the Work:

Total Fee for Design Services: \$751,000.00

Schematic Design Phase:	\$ 87,550.00
Design Development Phase:	\$122,570.00
Construction Documents Phase:	\$ 87,550.00
Construction Services Phase:	\$ 52,530.00
Interior Design Services:	\$ 95,000.00
Landscape Design Services:	\$ 11,000.00
Structural Engineering:	\$ 55,600.00
Civil Engineering (On-Site):	\$ 72,000.00
Planning:	\$ 14,000.00
HVAC Engineering:	\$ 57,200.00
Plumbing Engineering:	\$ 35,200.00
Electrical Engineering:	\$ 48,600.00
Fire Protection Engineering:	\$ 12,500.00

Insurance for Design and Pre-Construction Services: \$ 11,645.00

TOTAL FEE FOR DESIGN AND PRE-CONSTRUCTION SERVICES: \$762,945.00

The above fee includes all normal reimbursable expenses, except that the fee does not include any fees paid for Permits and Approvals as those fees will be included in the Stipulated Sum Price for Construction.

The above fee is based on the Project Site and Program description stated at Paragraph “A” of the Background section of this Agreement. A change for the Project Site and Program will be a change in the Work, and for any such change the unit price for the adjustment of the fee for design and pre-construction services will be eight percent (8%) of the anticipated approximate construction cost of the change for the Project Site and Program.

Monthly billings for the above fee will be based on the proportion of services performed within each phase and category of service, except for Additional Services, if any, which will be based on actual services rendered.

Pre-Construction for the Work is being provided on a design/build basis, and design fees from the respective Subcontractors for these components will be included in the Stipulated Sum Price for Construction. If the Project is not constructed, or Owner terminates or suspends the Work within ninety (90) days from Archistructor’s completion of the Construction Documents, Owner will pay Archistructor those design fees. This amount will not exceed \$110,000.

The following hourly billing rates will be used for Archistructor's personnel and equipment in determining the Cost of the Work for Article 6 and for changes in the Work for Article 7. The rates for personnel do not include the cost of any vehicle used by the personnel.

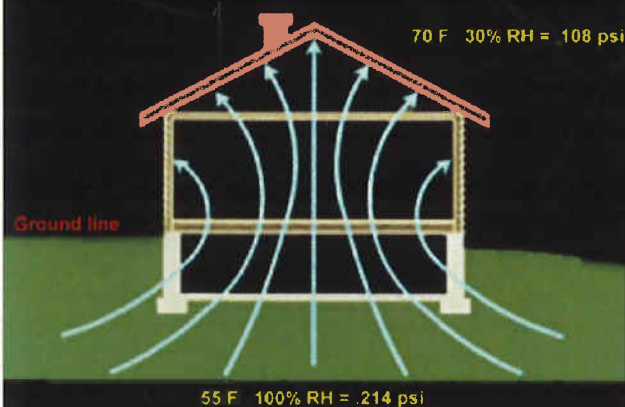
Principal Architect	\$200.00	Director of Operations	\$205.00
Senior Architect	\$175.00	Project Executive	\$145.00
Sr. Healthcare Designer	\$140.00	Risk Manager	\$140.00
Design Manager	\$130.00	Sr. Project Manager	\$135.00
Job Captain	\$105.00	Project Manager	\$115.00
Drafter	\$ 85.00	Asst. Project Manager	\$100.00
Animation Manager	\$145.00	Project Engineer	\$ 85.00
Animation Drafter	\$105.00	Field Engineer	\$ 85.00
Sr. Interior Designer	\$115.00	Project Coordinator	\$ 70.00
Interior Designer	\$ 95.00	Sr. Pre-Construction Mgr.	\$140.00
Landscape Architect	\$115.00	Pre-Construction Manager	\$110.00
Accounting Manager	\$130.00	Assistant Pre-Con Manager	\$ 85.00
Accountant	\$ 80.00	Safety Manager	\$110.00
IT Manager	\$125.00	Quality Control Manager	\$110.00
IT Technician	\$115.00	General Superintendent	\$140.00
Structural Coordinator	\$105.00	Sr. Superintendent	\$135.00
LEED Coordinator	\$105.00	Superintendent	\$115.00
Finishes Coordinator	\$105.00	Asst. Superintendent	\$105.00
Site Coordinator	\$105.00	Carpenter Foreman	\$ 95.00
MEP Coordinator	\$105.00	Carpenter	\$ 80.00
Vehicle	\$ 13.00	Laborer	\$ 65.00

EXHIBIT G - OPTIONS FOR MOISTURE SENSITIVE FLOORING

Moisture Sensitive Flooring

The insurance industry is currently processing over one billion dollars in claims involving defective floor covering performance due to moisture.

Water can be found somewhere beneath most building sites. Through capillary action it rises as moisture vapor upward through the soil to the underside of concrete slabs. That moisture, together with the water contained in the concrete, reaches the surface of the slab as moisture vapor through the process of diffusion.



With the advent of laws eliminating asbestos as a flooring ingredient and eliminating solvents from adhesive and coating systems, the moisture vapor, if not controlled or mitigated, can result in devastating damage to building environments and modern floor coverings, adhesives, and coatings collectively known as "moisture sensitive flooring."

As a partner with building owners, The Neenan Company takes this issue very seriously and wants to help owners make educated risk/reward decisions concerning moisture sensitive flooring.

EXHIBIT G



What are the risks?

- Floor covering damage
- Mold growth under floor coverings
- Loss of production due to rework
- Financial costs of replacement

Moisture issues affect all industries

Commercial office, medical, education, warehouse, high-tech,



What can an owner do?

- **Investigate the issues**
The Neenan Company will investigate your site to help determine which issues could affect your building.
- **Educate yourself**
We'll provide you with information on the issues, explain the potential problems on your site, and how the issues could affect your warranty. As an owner, you need to be confident that you understand the information. If something is unclear, ask questions!
- **Understand your options**
Once you understand the issues, understand the options and associated warranties as well. Neenan will provide you with a list of options to address the conditions at your site. It is important that you understand how the options will affect your warranty, budget, and schedule, as well as the facility's aesthetics and longevity.
- **Make a decision**
The decision you make will affect your project for years to come. With a clear understanding of the issues and potential solutions, you can make an educated, considered choice. It is important that you consider all of the factors and weigh the costs and benefits carefully so that you will be confident in your decision.
- **Maintain your investment**
The Neenan Company will provide you with information on how to maintain your facility. Diligent attention to maintenance concerns over the life of your building will protect your investment.



EXHIBIT H - OPTIONS FOR EXPANSIVE SOILS

What you should know about

Expansive Soils

Expansive soil and rock ("Expansive Soils") is an issue of concern for some building projects, but not all. Soil types vary from region to region, site to site, and may often vary across a single piece of property. Expansive Soils are common along the Front Range of Colorado.

Expansive Soils contain, or are substantially composed of, clay. When the undisturbed clay soils are exposed to water, they expand. This expansion, or swell, can be significant in volume and force, and can result in heaving and movement of structures.

The information provided by your Geotechnical Engineer in his report ("Soils Report") is the key to understanding the soils at your building site. Your Engineer will test and study the soil from sample borings across your site. The tests will provide information about the soil composition, the bearing pressure, how much the soil will swell when water is introduced, and where stable bedrock exists below the surface.

Based on this data, the Soils Report will provide you with recommendations for building systems. It will provide options for the design of foundations and slabs, and any special considerations for the building design due to the soil conditions. The Soils Report will also provide the amount of building movement that may be expected for each design option.

The options have varying schedule and cost implications for your project. The Neenan Company, with your Geotechnical Engineer, will help you understand the options and their associated costs in order that you may make an informed decision.



What are the risks?

- Structural damage
- Loss of floor levelness
- Cosmetic damage to finishes
- Equipment not functioning properly
- Loss of production if remediation is required

Expansive soils issues affect all industries

Commercial office, medical, education, warehouse, high-tech, manufacturing, retail

What can an owner do?

Investigate the issues

The Neenan Company will work with you to identify any potential expansive soils issues for you to consider in the design of your building.

Educate yourself

We'll provide you with information on the issue, explain the potential problems for your building, and help you understand how this issue may affect you and your new facility.

Understand your options

Once you understand the issues, understand the options as well. Neenan will provide you with a list of options to address possible soils concerns on your site. It is important that you understand how the options will affect your warranty, budget, and schedule, as well as the facility's performance and longevity.

Make a decision

The decision you make will affect your project for years to come. With a clear understanding of the issues and potential solutions, you can make an educated choice. It is important that you consider all of the factors and weigh the costs and benefits carefully so that you will be confident in your decision.



EXHIBIT I - OPTIONS FOR FLOOR VIBRATION

What you should know about

Floor Vibration

Trends toward using more sophisticated equipment and flexible, electronic-intensive office environments increase the potential for floor vibration issues in new facilities.

Most often occurring in facilities constructed with structural slabs on decks, the amount of floor vibration experienced is a function of the structural system used and the loading of that system. Movable office systems furniture and electronic office environments that result in lighter floor loads than in the past cause more floor movement (vibration).

Floor vibration is not only annoying to building occupants but potentially damaging to sensitive equipment. While no reasonably affordable structural system can guarantee the complete elimination of vibration, building owners have many options available for minimizing the effects.

The first step in addressing potential floor vibration issues is to understand the specific situation. In 1997 the American Institute of Steel Construction (AISC) published "Design Guide 11, Floor Vibrations Due to Human Activities," to address the issue.

Identifying the optimal structural solution begins with the owner's assessment of three key issues: 1) sensitivity of their equipment, 2) type of office furniture to be used, and 3) vibration tolerance of the building's users or occupants. This information, in conjunction with the AISC guidelines, will help designers and contractors develop information on structural options and associated costs that will allow building owners to make educated decisions concerning floor vibration in their facilities.



EXHIBIT I

Item 9.



Lighter floor loads coupled with slab-on-deck construction create the potential for floor vibration issues in new construction.

What are the risks?

- Equipment not functioning properly
- Adverse effects on employees
- Loss of production if remediation is required
- Loss of future flexibility of your investment

Floor vibration issues affect all industries

Commercial office, medical, education, warehouse, high-tech, manufacturing, retail



What can an owner do?

Investigate the issues

The Neenan Company will work with you to identify any potential floor vibration issues for you to consider in the design of your building.

Educate yourself

We'll provide you with information on the issue, explain the potential problems for your building, and help you understand how this issue may affect you and your new facility.

Understand your options

Once you understand the issues, understand the options as well. Neenan will provide you with a list of options to address possible vibration concerns in your building. It is important that you understand how the options will affect your warranty, budget, and schedule, as well as the facility's performance and longevity.

Make a decision

The decision you make will affect your project for years to come. With a clear understanding of the issues and potential solutions, you can make an educated choice. It is important that you consider all of the factors and weigh the costs and benefits carefully so that you will be confident in your decision.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	5/17/22

ITEM

New Business

Council Action - Approve 2022 FIBArk Festival Special Event Permit and Use Agreement

BACKGROUND

The City and the FIBArk Community Paddling Center have partnered to put on the FIBArk Festival in past years and both parties are prepared to do so again. The attached contract and festival plan explains roles and responsibilities of each organization.

It should be noted that the FIBArk Community Paddling Center is requesting to temporarily reopen the section of the F Street closure in the block between 2nd and 3rd street in order to accommodate the FIBArk Parade.

Also of note, both the Police and Fire Departments have expressed the need to close north F Street to through traffic for public safety purposes.

STAFF RECOMMENDATION

Staff recommends approval of the 2022 FIBArk Special Event Permit and Use Agreement, defining the relationship between the City and FIBArk for the planning and running of the 2022 FIBArk festival and races.

SUGGESTED MOTION

A Councilperson should state, "I move to approve the 2022 FIBArk Community Paddling Center Special Event Permit and Use Agreement", followed by a second and a roll call vote.

USE AGREEMENT

THIS AGREEMENT entered into this 17th day of May, 2022, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **FIBArk Community Paddling Center (FCPC)**, hereinafter referred to as “User”.

WHEREAS, User is a community-based organization providing for the recreational benefits of the Salida community; and,

WHEREAS, the City owns and operates the property (“Property”) described below, and User desires to use such property.

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

1. **Description of Properties:** City agrees to allow User to utilize The boat ramp, river slalom course, Riverside Park, F st., Sackett st., the river trail, and the Rotary Amphitheatre located at [38.538047, -105.991066] within the City of Salida, County of Chaffee, and State of Colorado. The Properties shall only be accessed by the User for events scheduled and approved in advance with the City. Any use of other facilities will need to be scheduled and coordinated with the appropriate scheduling agency.
2. **Purpose:** User represents that the Property are being used for the purpose of FIBArk Boat Races and Festival.
3. **Term:** The term of this agreement commences on 6/14/22 and ends on 6/20/22.
4. **Rate:** User will use the The boat ramp, river slalom course, Riverside Park, F st., Sackett st., the river trail, and the Rotary Amphitheatre for a rate of zero dollars (\$0).
5. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

A. FIBArk Community Paddling Center will:

- i. FCPC will promote FIBArk events through social media and print media
- ii. FCPC will plan and manage all river races.
- iii. FCPC will provide the administration including timing and volunteer organization for river races.
- iv. FCPC will provide event insurance for the river races.
- v. FCPC will provide insurance for the Bicycle jumping event

- vi. FCPC will provide insurance for the Festival in Riverside Park
- vii. FCPC will provide insurance for the mechanical bull
- viii. FCPC will provide medals for all river races, 10k, 5k, triple crown, and 10k trail run.
- ix. FCPC agrees to place the Parks and Recreation logo on all shirts, banners, and advertising for the festival.
- x. FCPC will be responsible for music booking, sound/stage equipment, ticket sales, security, MC, food vendor booking, beer tent, as well as any other requirements listed in the City's park rental agreement.
- xi. FCPC will attend all required meetings by the City for festival planning/permitting purposes.

B. The City will:

- i. Land races include the Tenderfoot Hill Climb, 10k, 5k, and 10k Trail run.
- ii. The City will promote FIBArk through social media and print media with the designs/graphics provided by FCPC.
- iii. The City will manage the following aspects of the land races: race timer management, course marking and signage, volunteer management, and day of race administration.
- iv. The City will provide the following for all land races: online registration (including registration to with in 30 minutes of the event), permitting, competitor t-shirts.
- v. The City will provide number plates for all land races.
- vi. The City will provide appropriate amenities for race participants for all land races.
- vii. The City will create awards categories, pay for prizes, and present awards in cooperation with FCPC for all land races.
- viii. The City will provide insurance for all land races.
- ix. The City will plan, organize, oversee and run the Heart of the Rockies Rampage Skateboard competition in Centennial park
- x. The City will provide insurance for the Heart of the Rockies Rampage Skateboard competition.
- xi. The City will provide 20 porta potties for Riverside Park, 8 porta potties for the Boat Ramp, and 4 porta potties for the F Street Lot to be sited in coordination with FCPC. Should plans for the festival change, the number of porta potties can be changed in coordination with FCPC.
- xii. The City will provide trash and recycling services. The City will coordinate with FCPC and GARNA to develop a trash management plan to be adhered to during the festival that will include providing sufficient receptacles in Riverside

Park and around the whitewater park, resources (staff, equipment) to empty receptacles and move trash and recyclables to roll-aways, and roll-aways.

- xiii. A city staff member will attend FCPC festival planning meetings.
- xiv. The City will allow use of all electrical outlets and water taps in Riverside Park consistent with FCPC's park permit.

C. Funding

- a. FCPC and the City agree to the following revenue split contingent upon the mutually agreed completion of the responsibilities described above.
 - 1. FCPC will retain all revenue earned from any river based events.
 - 2. FCPC will retain 30% and the City will retain 70% of the gross revenue generated via the FIBArk land races.
 - 3. FCPC will retain all revenue earned from any alcohol sales hosted in Riverside Park.
 - 4. The City agrees to pay all permit fees owed for the rental of the park.
 - 5. FCPC will provide the City 10% of profits from ticket sales.
- 6. **Surrender of Property:** User shall quit and surrender the designated Property to the City at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
- 7. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by and conform to all Rules and Regulations concerning the use of the Property and all City facilities, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
- 8. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
- 9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by User. User expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of User.
- 10. **Insurance:** User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per

occurrence for bodily injury and property damage combined, naming the **FIBArk Community Paddling Center**, and with the City being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.

11. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.
12. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
13. **Damage to Property:** If the designated Property, or any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. User shall be responsible to maintain order and protect persons and property.
14. **Assignment:** User shall not assign this agreement without the prior written consent of the City, nor use of the Property other than as specified in this agreement.
15. **Release:** City shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this agreement. User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
16. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

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

CITY OF SALIDA (“City”)

By: _____
City Administrator

[FIBArk Community Paddling Center] (“User”)

By: _____

[Name]

Title: _____

FIBArk Community Paddling Center

PO Box 762
Salida, CO 81201
fibark.colorado@gmail.com

2022 FIBArk Whitewater Festival Event Plan

June 16-19, 2022



OVERVIEW

A community celebration with live music, beer, and food vendors at Riverside Park, whitewater races and events at the Arkansas River Play Park, Carnival on Sackett Street, Parade on F Street, World Class Skate Competitions at Centennial Park, event registration on the boat ramp, and running races held in downtown Salida and the Arkansas Hills Trails System.

FESTIVAL COMPONENTS

The following sections describe the components of the 74th Annual FIBArk Whitewater Festival.

Duration

The Historic FIBArk Festival begins Thursday, June 15th at 5pm MDT and concludes Sunday, June 19th at 5pm MDT. The Heart of the Rockies Rampage starts June 15th and concludes in June 16th

Overview of River Races

River races will take place on the Arkansas River at the Salida Whitewater Park as well as Downriver and Pine Creek races at other locations . River races include:

- Downriver Race
- Slaloms
- US Wildwater Junior Team Trials
- Stand-up paddleboard (SUP) Colorado State Championships
- Pine Creek

- Hooligan
- Raft Rodeo

Refer www.fibark.com for times and locations of all river events. A Whitewater Park Spectator Area would have a public announcement system, awards stage, beer sales, river-oriented vendors, food truck, competitor staging area, and porta potties.

Overview of Land Races

FIBArk is partnering with the City of Salida Parks & Recreation Department on certain aspects of the festival, including the land races. 5k/10k/Kids Run will take place Saturday June 18th at 8am starting at Thonoff Park and includes City of Salida streets, county roads, and trails. The 10k trail race will Start at Riverside Park and use SMT Trails and Bureau of Land management land. Land races include:

- Tenderfoot Hill Climb
- 5k/10k/Kids Fun Road Run
- 10k Trail Run

Refer to www.fibark.com for times and locations of all land events.

Overview of the Carnival

The Carnival pending approval will again be with SunValley Rides. The downtown available space is a soft street closure of East Sackett Street from D Street to 133 East Sackett Street and North E Steet from the Alley North. This would allow safety alley access to accommodate residents of East Sackett. 133 East Sackett and The Fritz will have access from West Sackett. OR Lower E Street and the Parking Lot East of 133 East Sackett with the South Side of Sackett Street. Leaving Sackett Street open 20ft only for emergency access. Load in for the Carnival would be Wednesday June 15th access for load in would be E Street and East Sackett Street. Load in and out from food/beer vendors will be west Sackett and to the North side of Sackett Street. The Carnival will be open starting June 16th and ending June 19th.

Overview of the Parade

The Parade will take place starting 10am on 8th and F Street and end at the 2nd Street F Street closure Saturday June 18th. This Parade will end vehicles at 2nd Street and turn East onto 2nd Street with Parade participants and Parade spectators invited to participate in a "Second Line" non-motorized parade ending at Riverside Park. Participants will follow legal traffic flow at 1st and F Streets. FIBArk will provide Safety at that intersection.

Live Music and Vendors in Riverside Park

Riverside Park would host live music for pre-ticketed entrants on Saturday, and Sunday. Thursday and Sunday will be free and non-ticketed. Friday and Saturday would be priced tickets. Refer to www.fibark.com for live music artists and times.

In addition to live music, Riverside Park would also host the following:

- Up to 10 food trucks
- Sierra Nevada Beer Tent
- FIBArk information and merchandise tent
- Up to 20 vendors
- Up to 5 outreach/informational tents for local charitable nonprofits or government organizations, depending on demand

Heart of the Rockies Rampage

Heart of the Rockies Rampage will be held at Centennial Park Thursday June 15th and Friday June 16th. Sponsored by World Cup Skateboarding, Friends of Salida Skateparks, City of Salida, and FIBArk. This world class skateboarding competition will begin with groms and end with visiting pros from around the world competing for a purse prize. Categories also include amateurs, women's, and master's divisions.

LOGISTICS AND FESTIVAL SUPPORT

Event Staging

The event site (excepting River Races held offsite) is comprised of the Whitewater Park Spectator Area, Riverside Park, and the allowed Union Pacific Land West of Parking Lot. The following sections describe these site plan components in more detail.

Whitewater Park Spectator Area

The Salida Whitewater Park Spectator Area, consisting of the Boat Ramp and Boat Ramp parking lot, Steam Plant patio, and a section of the River Trail and vicinity between the Steam Plant and the river. The Boat Ramp parking lot would be closed to public vehicle access and reserved for river-oriented vendors, a food truck, porta potties, (in the 4 city parking spots in the AHRA parking lot) and River Race competitor staging. An event registration tent would be staged on the southwest side of the FIBArk boathouse building.

An amplified sound system would be staged adjacent to the river to announce the river races, as would a station selling cans of beer and other beverages.

There would be no restricted access to public foot traffic in the Whitewater Park Spectator Area.

Riverside Park

Riverside Park would be fenced around the Scout Hut with access to ticketed attendees at the corner of F Street and W. Sackett and the corner of E Street and East Sackett. Riverside Park will be fenced starting June 14th for Ride the Rockies. We will open the fence for the playground June 15th.

F Street and F Street Lot

North F Street will have a soft openings to provide access to business on North F Street. There will be permanent temporary closures Thursday June 16th starting at 4:30pm and ending at 6:30pm for the Tenderfoot Hillclimb Race and Saturday June 18th starting at 4pm and ending at 7pm (TBD Please have safety advise) Half of the West Side of the F Street Parking Lot will be roped off for Athlete Staging AND overnight parking with received Union Pacific Approval.

Trash and Waste

Porta Potties

Porta potties would be staged in the following locations:

- Whitewater Park Spectator Area (8)- AHRA parking spots
- Riverside Park (20)- At East Sackett and the Scout Hut
- F Street Lot (10)-at West Side of Parking Space

Trash Receptacles and Waste Management

City of Salida will lead trash and waste management for the festival. Trash and recycling receptacles will be staged in the Whitewater Park Spectator Area and Riverside Park. City of Salida will empty receptacles when full throughout the day to prevent overflow and transport recyclables and trash to roll-off dumpsters staged in either the west side Union Pacific land at F Street parking lot OR the Toubert Building.

Traffic

East Sackett Street D through F will be closed to public vehicle traffic per approval. The parking spaces adjacent to Riverside Park on the north side of East Sackett street would be included in the fenced perimeter.

North F Street between F and Sackett is anticipated to stay open softly with public parking available East and West of North F Street. Not including Athlete Staging West Part of half parking spaces. West Sackett Street to G Street will not have public access per safety. These soft closers will be maintained by City of Salida and FIBArk Volunteers.

Security

FCPC will contract private security for the festival from 12pm to 8pm on Friday and Saturday and 12pm to 4pm on Sunday. Security officers will be stationed at the following locations:

- Two at each entrance (2) to Riverside Park
- Two at Riverside Park stage protection and roaming
- One at Riverside Park exit
- One at Whitewater Park Spectator Area

Security officers will assist in enforcing the following security measures:

- General Public will be allowed in Riverside Park Thursday and Sunday during festival hours. Only ticketed persons displaying wristband are allowed in Riverside Park during Friday and Saturday festival hours.
- No outside alcohol is allowed in Riverside Park. Alcohol sold in Riverside Park is not allowed outside of the Park.
- No outside alcohol is allowed in the Whitewater Park Spectator Area TBD. Alcohol sold in the Whitewater Park Spectator Area is not allowed outside the area.
- No illegal contraband is allowed in Riverside Park
- Checking ID for 21-and-over alcohol purchase

Emergency Actions

An emergency action plan is provided in application template provided by the City of Salida.

Chaffee County EMS will be assisting FIBArk at the below times

- Thursday, 06/16/2022 Hill Climb/Raft Rodeo-Ambulance 5:30pm – 8pm
- Friday, 06/17/2022 Pine Creek Race Ambulance 5pm – 7pm
- Friday, 06/17/2022 FIBArk Roamer 4pm – 10pm
- Saturday, 06/18/2022 FIBArk Roamer (road race) 07:30am – 09:30am
- Saturday, 06/18/2022 Hooligan Race -Ambulance 4pm – 7pm
- Saturday, 06/18/2022 FIBArk Roamer 4pm -10pm
- Sunday, 06/19/2022 FIBArk Roamer (trail race) 08:30am-09:30am

COVID Safety Plan

At this stage, we are following the CDC Community Levels and the CDPHE Transmission levels for Chaffee County and as of 4/22/2022 we are considered an area of low transmission. If we end up high in any of the areas, we will be consulting with the Board of Health and the healthcare system, as well as Leadership Roundtable, to make any changes. As of now we are

moving forward with no capacity limit and no mask requirements for the public, music, competitors or vendors.

The FIBArk Parade is BACK!

The 2022 parade will take place from 10:00am – noon on Saturday, June 18th on F Street from 6th to 2nd, followed by a Second Line foot parade through the F Street Pedestrian Mall to Riverside Park.

Please be advised that your street will be closed on Saturday, June 18th starting at 7:00am until the parade is completed. FIBArk and the City of Salida ask that you have all vehicles off of the closed streets NO LATER THAN 6:00am on Saturday to avoid towing.

Closed Streets:

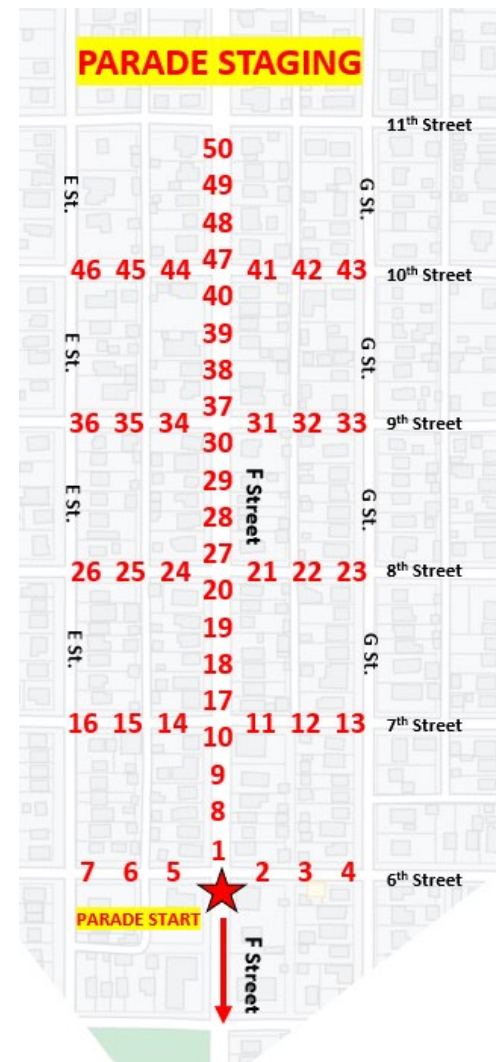
F Street – between 2nd and 11th
6th, 7th, 8th, 9th, 10th – between E and G

If you have questions, please email miles.cottom@gmail.com

FIBArk Parade Route



Parade Staging



Special Event application

* Required

1. Event contact name *

Annie Ruiter

2. Event contact email address *

annie@r-15.net and fibark.colorado@gmail.com

3. Event contact phone number *

719-207-1097

The following questions are similar to the questions that were answered in the online "Park rental and Special event request form". Please provide more detail in this application.

4. Event location

Riverside Park, Salida Boat Ramp, 100 Block of East Sackett Street, Salida Union Pacific's Parking

5. Event start date

Wednesday June 15, 2022

Example: January 7, 2019

6. Event start time

8:00 am

Example: 8:30 AM

7. Event end date

June 19th 2022*Example: January 7, 2019*

8. Event end time

10:00 pm*Example: 8:30 AM*

9. Estimated number of people in attendance

10,000 people

10. Please provide a short description of the event

FIBArk "First in Boating on the Arkansas." is the nation's oldest and boldest whitewater festival and Salida's signature event since 1949. Located in Riverside Park and surrounding areas FIBArk is full of activity and entertainment. River events, skate events, parades, food, arts, industry vendors as well as a beer tent, a possible carnival and an extraordinary musical line-up.

11. Will food or merchandise be available from **any** vendor? *Mark**only one oval.*☒ Yes☐ No☐ Maybe

If YES, FOOD AND SALES TAX LICENSES MUST BE OBTAINED AND POSSIBLY A MULTI VENDOR PERMIT . Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multi Vendor license:

<https://drive.google.com/file/d/1VHVSD9PEo0x-dNvllrrkWRlXr1JaL8o9/view?usp=sharing>

County Permit:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

12. Will Alcohol be sold or distributed at your event?

Mark only one oval.

- ☒ Yes
☐ No
☐ Maybe

If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

<https://drive.google.com/file/d/1VGNG7tcBM4NP0KCIJ9hZqgrcvuypjPvu/view?usp=sharing>

13. Will there be amplified sound at your event?

Mark only one oval.

- ☒ Yes
☐ No
☐ Maybe

If yes, complete the Amplified Sound Permit available below.

<https://drive.google.com/file/d/1V70HXR0EElrRqCV4S9hTqXj-1Pwfdss1/view?usp=sharing>

14. Are any streets, sidewalks or other right of way closures required for your event?

Mark only one oval.

- ☒ Yes
☐ No
☐ Maybe

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

<https://drive.google.com/file/d/1V3xAFRIMqozcGrAQsk9QC3BoCltme09V/view?usp=sharing>

15. If yes, please describe the request.

We will please be closing E Street between 1st Street and Sackett Street from June 15th-June 19th for the Carnival. We will have a rolling closure Saturday June 18th at 10am-12pm on Sackett Street for the annual FIBArk Parade. We will have a rolling closure on June 16th on N F Street from Sackett Street North starting at 5pm-6:30pm for the Hill Climb

16. Will you require any security or law enforcement services specific for your event?

Mark only one oval.

- ☒ Yes
☐ No
☐ Maybe

17. If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.? .

We will please need extra police support for street closures for the Parade, Hillclimb, and closure for the Carnival. We will please also need support for general police duties throughout the weekend for parking issues and crowd control.

If additional Cityof Salida Police Officers are requested, they must be requested through the Salida Police Department (719-539-6880).

18. Where will people park for your event?

People will park in Public Parking throughout Salida. Closest parking will be at North F Street. We are working a bike valet option also to cut down on local parking

19. How many additional trash cans are needed for your event?

200 City of Salida Rec. department will be providing trash

20. Is a quote from a trash service included in your application packet?

Mark only one oval.

☐ Yes

☒ No

21. Is the Emergency Action Plan included in your application packet?

Mark only one oval.

☒ Yes

☐ No

22. Have you obtained insurance for your event that lists City of Salida as additionally insured?

Mark only one oval.

☐ Yes

☒ No It is getting shopped now

23. Please check that you understand and will adhere to the following requirements:

Check all that apply.

☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.

☒ You will be required to have insurance and name the City as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.

☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements

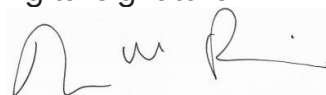
☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.

☒ 1 trash can per 50 people is required

☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.

☒ All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

24. Digital signature:



Salida Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Annie Ruiter	719-207-1097	radio	<i>Annie Ruiter</i>
2. Lindsay Sutton Stephens	601-818-3801	radio	
3. Miles Cottom	704-557-5363	radio	
4.			

Please complete the following template according to your Events plan and location.

The following procedures should be followed in the event of an emergency.

Communications

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

Please enter your evacuation destination into the box in each of the follow scenarios

Fire

- Call 911
- Assist injured or disabled personnel.
- Evacuate the building. Activate emergency shut offs if available.
- Attempt to use a fire extinguisher only if you have been trained.
- Evacuate participant to FIBArk Tent at Riverside Park

Medical Emergency

- Identify the medical emergency.
- If life threatening, call 911.
- Administer first aid if properly trained.
- Evacuate the injured person to FIBArk Tent at Riverside Park

Violent incident

- Call 911.
- Attempt to avoid the situation – move participants away
- Try to deny contact-evacuate to Park Tent at Riverside Park
lock/block doors, turn off lights, silence phones.
- If necessary defend - distract, attack, subdue.

Severe Weather/Natural incident

- Move participants away from threat if possible.
- Evacuate to Park Exits at Riverside Park
- Call 911

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

- Call 911.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 10.

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

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | FACILITIES |

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE FIBArk Community Paddling Center		State Sales Tax Number (Required) 74-2232604	
2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 762 Salida, Colorado 81201		3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Downtown Salida, Riverside Park, Boatramp and Steamplant Plaza -Salida, Colorado	
NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Lindsay Sutton-Stephens			601-818-3801
5. EVENT MANAGER Annie Ruiter			719-207-1097
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date 6/17/2022	Date 6/18/2022	Date 6/18/2022	Date 6/19/2022	Date
Hours From 7a.m.	Hours From 7a.m.	Hours From 7a.m.	Hours From 7a.m.	Hours From .m.
To 11p.m.	To 11p.m.	To 11p.m.	To 5p.m.	To .m.

OATH OF APPLICANT

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

SIGNATURE 	TITLE Event Planner 3/10/2022	DATE
--	---	------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

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

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

- ☐ **APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- ☐ **THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- ☐ **AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.**
- ☐ **CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

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

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

FIBARK COMMUNITY PADDLING CENTER

is a

Nonprofit Corporation

formed or registered on 04/15/2014 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 20141239573 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/17/2022 that have been posted, and by documents delivered to this office electronically through 03/18/2022 @ 13:27:06 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/18/2022 @ 13:27:06 in accordance with applicable law. This certificate is assigned Confirmation Number 13878096 .



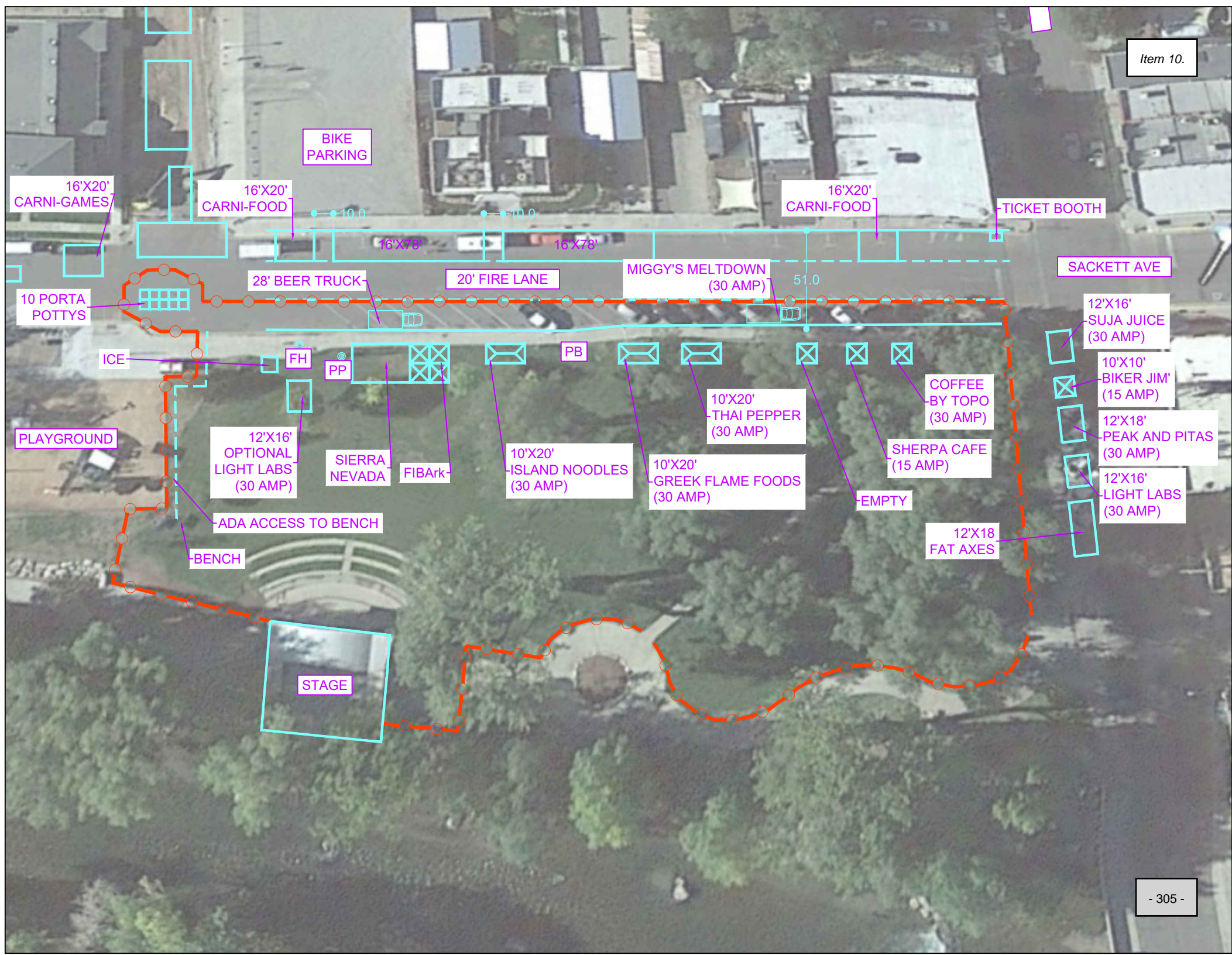
Jena Griswold

Secretary of State of the State of Colorado

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

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





CONTROLLED ACCESS

ANOUNCEMENT/ SHORT TERM BEER SALES



LIMITED ACCESS EVENT USE ONLY

FOOD AND INDUSTRY VENDERS

CONTROLLED ACCESS

EVENT REGISTRATION

ATHLETE PARKING & STAGING

Figure 2 - Whitewater Park Spectator Area



CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

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

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

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

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



III. Noise Information.

Type of Noise (e.g., live music, parade):

Live Music, Event Announcements and Awards, Carnival Noise and Parades

Type of Sound Amplification Equipment:

Speakers

IV. Agreement.

As the applicant for this noise permit, I, Annie Ruiter on behalf of FIBArk Community Paddling Center, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature:

Date:

3/7/2022

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature:

Date:



CITY OF SALIDA NOISE PERMIT

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

I. Conditions and Limitations Applicable to All Permits.

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

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

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- Live Music, Carnival Noise, Event Announcements and Awards and Parade
- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): June 16, 2022-June 19, 2022

Expiration: June 19, 2022

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____

Street Closure Petition

Event location: E-D on Sackett Street Date:

Event time/ Start: Thursday June 16th Finish: Sunday June 19th

Event coordinator: Annie Rutter Phone: 719-207-1097

Email address: annie@r-15.net Cell phone: _____

[illegible]



Street Closure Petition

Event location: Estreet bth2nd Date: 6/18
Event time/ Start: 10am - 12pm Finish: 12pm
Event coordinator: Miles Cotton Phone: _____
Email address: miles.cotton@gmail.com Cell phone: 704-557-5363

[illegible]

Item 10.

CAPNIVIL OKAY 217 EAST SA

[Handwritten signature]

- 312 -

IT



City of Salida

Multiple Vendor Event Permit Application

Date of Application 3/7/2022

Event Name: FIBArk Whitewater Festival

1. Event location(s): Riverside Park, Salida Boat Ramp, Downtown Salida, Centennial Park and Thonoff Park

2. Date(s) & times(s) of event: Riverside Park Wednesday June 15, 2022- Sunday June 19, 2022 8am-10pm daily

Centennial Park Wednesday June 15th- June 16th 8am- 10pm and Thonoff Park Saturday June 18th 7:30am-11:30am

3. Individual or organization sponsor(s): FIBArk Community Paddling Center

Address: PO Box 762 Salida, Colorado 81201

Phone: 719-207-1097 E-mail: fibark.colorado@gmail.com and annie@r-15.net

4. Contact Person: Annie Ruiter

Phone: 719-207-1097 E-mail: fibark.colorado@gmail.com and annie@r-15.net

5. List Participating Vendors:

REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR

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

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

Copy of Insurance Attached (Yes or No) _____

Required Fees and Checklist:



_____ \$75 Application Fee

_____ \$20 per participating vendor: Number of Vendors _____ X \$20 = _____

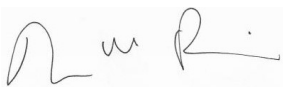


_____ Current Colorado Sales Tax License for each participating vendor



_____ Proof of Insurance

Signed:

Event Sponsor:  _____

City of Salida: _____

Date: 3/7/2022 _____

Date: _____

SALIDA FIRE DEPARTMENT

Item 10.

124 E Street • P.O. Box 86 • Salida, CO. 81201

Phone 719-539-2212 • Fax 719-539-9086

www.cityofsalida.com

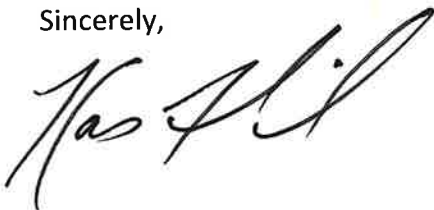
April 28, 2022

City of Salida Mayor and Council
448 E. First Street, Suite 112
Salida, CO 81201

Dear Honorable Mayor and Council Members:

This letter is regarding the North F Street Road closure (from Sackett Ave. to public parking) for the FIBark Whitewater festival events. After the Special Events Meeting today and by request of the Deputy City Clerk, I am providing our input about the North F Street closure. The staff at Salida Fire Department would like to see that portion of the road closed due to the large number of pedestrians that will be crossing the road from Riverside Park to the boat ramp. Last year we saw many "near misses," from vehicles and pedestrians. We will be able to provide businesses access by means of allowing local traffic and deliveries to go past the closure and do business as usual. I hope this aids in your decision making of this matter.

Sincerely,



Kathy Rohrich
Salida Fire Department
Assistant Fire Chief



448 E. 1st Street, Suite 27
Salida, CO 81201
Phone (719) 539-6880
Fax (719) 530-0328

Item 10.

May 2nd, 2022

Mayor Shore
Members of Salida City Council

Dear Mayor and Council,

During recent planning meetings with the FIBArk organizers, city departments and other emergency services, the subject of planning the North 'F' Street activities and surrounding road closures during the whitewater festival. Having observed festivals of the previous years, and the tentative activity plan for this year, it is my suggestion that North 'F' Street be closed from the intersection of Sackett Avenue north.

This area is saturated with pedestrians, children, intoxicated persons and bicyclists entering and exiting the park, local restaurants and the walking path as well as onlookers at the 'F' Street bridge. The opinion of the Salida Police Department is that the hazards created by adding vehicle traffic, especially during low light hours is too great a risk to justify leaving this route open to vehicles.

Sincerely,

Chief Russ Johnson

Russ Johnson, Chief of Police



CACP Professional
Standards Compliance

T-Mobile LTE

8:58 AM

81%



Locked COI 4.26.22....



CERTIFICATE OF LIABILITY INSURANCE

LOCKDOW-01

DATE (MM/DD/YYYY)
4/26/2022

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

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PRODUCER Zodiac Insurance Services, LLC 457 Oakshade Road Shamong, NJ 08088		CONTACT NAME: PHONE (A/C, No, Ext): (856) 396-6500 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Locked Down Bulls 200 E St Penrose, CO 81240		INSURER(S) AFFORDING COVERAGE INSURER A: Beazley/Certain Underwriters at Lloyds INSURER B: Argenta/Certain Underwriters at Lloyds INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. NO.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 3 year auto ERP <input checked="" type="checkbox"/> GL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. AGG. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZISMB1857	4/7/2022	4/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 2,500 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			
B	ACC MED EXCESS		ZAH1062	4/7/2022	4/7/2023	LIMIT 10,000

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

CERTIFICATE HOLDER

CANCELLATION

For illustrative Purposes

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2022

Item 10.

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PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866		CONTACT NAME: Kandyce Breedon PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017 E- MAIL ADDRESS: kandyce@sadlersports.com PRODUCER CUSTOMER ID#:											
INSURED American Canoe Association, Inc. (ACA); Outdoor Surety Services, LLC 2010 College Ave. Fredericksburg, VA 22401		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Accredited Surety and Casualty Company, Inc.</td> <td>26379</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Accredited Surety and Casualty Company, Inc.	26379	INSURER B:		INSURER C:		INSURER D:	
INSURER(S) AFFORDING COVERAGE	NAIC #												
INSURER A: Accredited Surety and Casualty Company, Inc.	26379												
INSURER B:													
INSURER C:													
INSURER D:													

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> Other	X		1- TPM- IN-17-01269039	02/01/2022	02/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MEDICAL EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS- COMP/ OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION			1- TPM- IN-17-01269040	02/01/2022	02/01/2023	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EOMLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							MEDICAL	
							DEDUCTIBLE	

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

Paddle American Club: FIBArk Community Paddling Center - PO Box 762, Salida, 81201

The certificate holder shall be an additional insured and subject to the provisions and limitations of Form CG 20 26 Additional Insured - Designated Person or Organization, but only with respect to the named insured and/ or event listed above.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP: Property Owner/ Lessor State of Colorado US Government 307 W Sackett Ave Salida, CO 81201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/04/26/22) Item 10.

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PRODUCER Windham Insurance Agency, LLC P.O Box 131517 Houston TX 77219-		CONTACT NAME: Madge Blurton PHONE (A/C, No, Ext): (832)771-4366 E-MAIL ADDRESS: madge@windhaminsuranceagency.com FAX (A/C, No): (000)000-0000	
		INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Co.	
		NAIC #	
INSURED Sun Valley Rides, LLC 7558 West Thunderbird Road Suite 1-620 Peoria AZ 85381-6080		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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

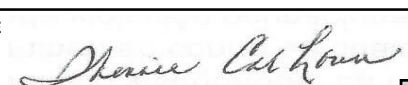
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SI8ML02295-211	08/02/2021	08/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefit Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SI8ML02295-211	08/02/2021	08/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorists \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			SI8EX01708-211	08/02/2021	08/02/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SI8WC00845-211	12/14/2021	12/14/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			SI8ML02295-211	08/02/2021	08/02/2022	Limits \$525,000 Deductible \$1,000

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

The following are named additional insured with respects to operations of the named insured: FIBArk Whitewater Festival, FIBArk Boat Races, Inc., City of Salida, Chaffee County, FIBArk Community Paddling Center and Double M Trust.
 For the dates: June 11-20, 2022
 Carnival dates: June 16-19, 2022

CERTIFICATE HOLDER **CANCELLATION** AI 000655

FIBArk Whitewater Festival Attn: Annie Ruiters 214 North F Street Salida CO 81201-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2022
Item 10.

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PRODUCER Sadler & Company, Inc. 3014 Devine Street, Columbia, SC, 29250	CONTACT NAME:		
	PHONE (A/C No. Ext): 800-622-7370 FAX (A/C No): 803-256-4017 E-MAIL ADDRESS: trisha@sadlersports.com PRODUCER CUSTOMER ID :		
INSURED SSEI Program Management Inc. FIBArk Community Paddling Center 228 N F Street Salida, CO, 81201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Accelerant Specialty Insurance Company		16890
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** A-SP-SU-22-01-27-246067**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	S0019GL000001-00	06/18/2022	06/19/2022	EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO PREMISES RENTED (Any one premises)	\$ 300,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person)	\$ 5,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	\$ 1,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE				\$ 3,000,000.00	
			PRODUCTS - COMP/OP AGG				\$ 2,000,000.00	
							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Abuse/Molestation	Y		S0019GL000001-00	06/18/2022	06/19/2022	Each Occurrence: \$ 25,000.00	Aggregate: \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: \$ 0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period. RE: Registered Mountain Biking - Recreational, XC, Trail riding, Enduro participants: 06/18/2022 - 06/18/2022;

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SALIDA 448 East 1st street #112 Salida, CO, 81201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Di Perno

- 320 -



CERTIFICATE OF LIABILITY INSURANCE

DATE (04) Item 10.

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PRODUCER Iron Insurance Partners 201 E Iron Avenue P.O. Box 1213 Salina KS 67402-1213	CONTACT NAME: Danielle Wilson PHONE (A/C, No, Ext): (800) 563-1871 E-MAIL ADDRESS: dwilson@yourassurance.com FAX (A/C, No): (785) 825-5098
INSURED FIBArk Community Paddling Center PO Box 762 Salida CO 81201	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2022 Event Liability**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EV89245	06/15/2022	06/21/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 0						
	PERSONAL & ADV INJURY \$ 1,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 3,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Host Liquor Liability \$ Included
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Salida 448 E First St., Ste 112 Sasilda CO 81201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

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	PHONE (A/C No. Ext): 800-622-7370 FAX (A/C No): 803-256-4017 E-MAIL ADDRESS: trisha@sadlersports.com PRODUCER CUSTOMER ID :		
INSURED SSEI Program Management Inc. FIBArk Community Paddling Center 228 N F Street Salida, CO, 81201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Accelerant Specialty Insurance Company		16890
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** A-SP-SU-22-01-27-246067**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	S0019GL000001-00	06/18/2022	06/19/2022	EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO PREMISES RENTED (Any one premises)	\$ 300,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person)	\$ 5,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	\$ 1,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE				\$ 3,000,000.00	
			PRODUCTS - COMP/OP AGG				\$ 2,000,000.00	
							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Abuse/Molestation	Y		S0019GL000001-00	06/18/2022	06/19/2022	Each Occurrence: \$ 25,000.00	Aggregate: \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: \$ 0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period. RE: Registered Mountain Biking - Recreational, XC, Trail riding, Enduro participants: 06/18/2022 - 06/18/2022;

CERTIFICATE HOLDER**CANCELLATION**STATE OF COLORADO, COLORADO PARKS AND WILDLIFE, US GOVERNMENT
307 W Sackett Ave
Salida, CO, 81201

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

AUTHORIZED REPRESENTATIVE

Mark Di Perno

- 322 -

AGENCY Sadler & Company, Inc.		NAMED INSURED FIBArk Community Paddling Center	Item 10.
POLICY NUMBER S0019GL000001-00			
CARRIER Accelerant Specialty Insurance Company	NAIC CODE 16890	228 N F Street Salida, CO, 81201	
		EFFECTIVE DATE: 06/18/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AGENCY Sadler & Company, Inc.		NAMED INSURED FIBArk Community Paddling Center	Item 10.
POLICY NUMBER S0019GL000001-00			
CARRIER Accelerant Specialty Insurance Company	NAIC CODE 16890	228 N F Street Salida, CO, 81201	
		EFFECTIVE DATE: 06/18/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Renaissance Specialty Insurance	NAME INSURED American Canoe Association, Inc. (ACA); Outdoor Surety Services LLC
POLICY NUMBER: 1- TPM- IN-17-01269039	2010 College Ave.
CARRIER Accredited Surety and Casualty Company, Inc.	Fredericksburg, VA 22401
	EFFECTIVE DATE: 02/14/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Named Insured: (continued) American Canoe Association, Inc.; Outdoor Surety Services, LLC; American Canoe Association Divisions, Activity Councils and Committees; ACA members during any ACA sanctioned course/ workshop event. Paddle America Clubs including their club members, event members, coaches, event leaders and administrators arising from club sponsored and adult supervised on - water workshops, practices, training, instruction and ACA sanctioned events as well as non- water activities such as approved fundraisers, banquets, meetings. American Canoe Association Affiliate Clubs and Organizational Affiliates, event members coaches, event leaders and administrators but only with respect to losses arising from ACA sanctioned events and sanctioned workshops. ACA Certified Instructors, certified instructor trainers and certified instructor trainer educators arising out of their performance as instructors and trainers, but only with respect to losses arising from ACA instruction received during ACA sanctioned courses/ workshops/ events.

- Exclusion - Designated Activity, Service or Work: American Canoe Association sanctioned events as well as non- water activities such as approved fundraisers, banquets and meetings with more than 1,000 participants and spectators anticipated or that have events with sports/ sport demonstrations other than canoe/ kayak. Canoe/ kayak includes specialty canoe such as dragon boats and outriggers, stand up paddleboards (SUP), rafts, safety & swiftwater rescue, surfskis, pack rafts, prone paddling, and universal/ adaptive paddling for physically impaired participants. Use of guides and/ or outfitters as part of an event. Rowing, sailing (except canoe sailing), power boating, tubing, snorkeling, boogie boarding, river boarding, rowing of dories, motorized paddlecraft, pedal boats, and PWC's (jet skis). Bungee, mechanical devices, animal rides, zip lines, mountain biking/ cycling, running, slip and slide activities, air ramps, drop offs, and jumping structures such as diving boards. Sale of canoes, kayaks and other water sports equipment by commercial outfitters. Operations of guides and outfitters.

- Excluded Applicants: School districts, school clubs (unless specifically approved by the ACA), homeowner's associations, outfitters, and liveries or guides.

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER: 1- TPM- IN-17-01269039**INSURED: FIBArk Community Paddling Center**

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****1. Name of Additional Insured Person(s) or Organizations(s):**

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy; and Executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 07/31/2019 11:03:27 AM

CG 20 26 04 13

Page 1 of 1

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**CITY COUNCIL ACTION FORM**

Department Parks and Recreation	Presented by Diesel Post - Parks and Recreation Director	Date 5/17/22
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ITEM

Resolution 2022 -20 – A resolution to allow overnight camping in Marvin Park on June 14, 2022, for the Ride the Rockies event.

BACKGROUND

A part of the 2022 Ride the Rockies event proposal included a request for overnight camping at Marvin Park. City of Salida Municipal code 11-6-20 prohibits overnight camping in City of Salida Parks. The code also states:

Permission to camp by resolution, the City Council may grant an individual or group of individuals permission to camp within a City park. The resolution shall specify the group, park and days during which the camping is allowed.

Resolution 2022- 20 would allow for overnight camping for this event.

FISCAL NOTE

N/A

STAFF RECOMMENDATION

All department heads discussed and approved this event and therefore resolution at a previous *Special Events* meeting.

SUGGESTED MOTION

A Council member should move to approve resolution 2022- 20, to allow overnight camping in Marvin Park on June 14th, for the 2022 Ride the Rockies event

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 20
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
TO ALLOW OVERNIGHT CAMPING IN MARVIN PARK ON JUNE 14 FOR THE 2022
RIDE THE ROCKIES EVENT.**

WHEREAS, City of Salida Municipal Code 11-6-20 prohibits overnight camping in city parks; and

WHEREAS, the City of Salida desires to collaboratively work with Ride the Rockies to hold an event on June 14, 2022; and

WHEREAS, the City of Salida Municipal Code 11-6-20 section “b” states: *Permission to camp by resolution, the City Council may grant an individual or group of individuals permission to camp within a City park. The resolution shall specify the group, park and days during which the camping is allowed.*

WHEREAS, event applications, assurances, and paperwork are in order.

WHEREAS, the event application materials have been reviewed by City staff and presented to City Council on 5/17/22.

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

Section 1. The participants in the Ride the Rockies event on June 14, 2022 are allowed to overnight camp in the outfield at Marvin Park.

RESOLVED, APPROVED, AND ADOPTED on this 17TH day of MAY, 2022.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)

ATTEST:

City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	May 17, 2022

ITEM

Resolution No. 2022-21: A Resolution of the City Council for the City of Salida, Colorado Amending the 2022 Fee Schedules

BACKGROUND

Per Section 16-13-30 of the Salida Municipal Code, a developer may satisfy the requirement for providing Inclusionary Housing units by paying a fee-in-lieu of built housing *only if* the development proposes five (5) units or less *or* if the calculation for built Inclusionary Housing units results in a fractional portion above a whole unit. City Council approved the most recent Inclusionary Housing fee-in-lieu adjustment in February of 2022 via Resolution No. 2022-04 (\$20.51/SF for for-sale units and \$3.00/SF for rental units in projects with 5 or more units). However, with the passage of the most recent Inclusionary Housing policies (via Ordinance 2022-05), the basis of some of the fee-in-lieu calculations have changed. Additionally, new Income and Rent Limit numbers for 2022 have been released by the Colorado Housing and Finance Authority (CHFA) and the year-to-date median sales price for all residential units in Chaffee County has risen approximately \$62,000 (to approximately \$619,000) since the last analysis—all factors which can have significant effects on the fee calculation.

The proposed fee in-lieu for for-sale units has been determined by the delta between the year-to-date median sales price for all residential units in Chaffee County and the maximum calculated sales price of a 3-bedroom home for a household making 100% AMI, based on numbers provided by CHFA. This number is then multiplied by 1/6 (the required built IH unit quotient) and then further divided by 1650, the average square footage of a newly built home in Salida over the last few years, to determine the per square-foot fee. Although the result of this newest calculation (\$20.10/SF for for-sale units) is not considerably different from the existing fee, the calculation more accurately reflects the current policy and market conditions, and therefore staff felt it was appropriate to make these changes now to allow for consistent and accurate analyses down the line. No additional data regarding median rental unit rates has come available since the last update, and therefore no changes to that fee-in-lieu are currently proposed.

One other change that is being proposed for the IH fee schedule regards minor subdivisions. Under the existing fee schedule, minor subdivisions are charged only 50% of the fee that is paid in annexations, planned developments, major subdivisions and the like. Staff proposes doing away with such a reduction. Staff asserts that such a discount is disproportionate and may have some unintended adverse impacts on the creation of additional affordable housing. Since the fee is



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	May 17, 2022

charged on a per square-foot basis, any developer can already choose to reduce such Inclusionary Housing fees by building smaller unit(s). By eliminating the discount, the proportionate contribution to affordable housing funds are equalized. As always, developers can of course avoid paying a fee-in-lieu entirely by building and deed-restricting the required number of Inclusionary Housing units.*

*It should be noted that staff had previously discussed with Planning Commission a “graduated” fee-in-lieu schedule for projects smaller than 6 units. However, after further analysis, it was determined that such a schedule offered numerous “loopholes” and would be extremely burdensome to track administratively versus one flat per square-foot fee.

FISCAL NOTE

Given the rather insignificant reduction in the proposed fee, there should be limited fiscal impact on the Inclusionary Housing fund in the short-run. In the long run, the equalization of the fee-in-lieu over all applicable development types is anticipated to contribute modest additional funds towards affordable housing.

STAFF RECOMMENDATION

Staff recommends that the updated fees-in-lieu of constructed Inclusionary Housing units, as codified in the City of Salida fee schedule, be approved by Council.

SUGGESTED MOTION

A Council person should move to “Approve Resolution No. 2022-21 Amending the 2022 Fee Schedules.”

Attachments:

Resolution No. 2022-21

2022 Fee Schedule as amended

Central Colorado Realtors report on median home values through April 2022

Calculation sheet for new IH fee-in-lieu

RESOLUTION NO. 21
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING THE 2022 FEE SCHEDULES

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

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

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

WHEREAS, on April 5, 2022, the City Council adopted Ordinance 2022-05 amending Chapter 16 of the Salida Municipal Code in regards to Inclusionary Housing; and

WHEREAS, the Inclusionary Housing amendment adjusted the proportion of deed-restricted units required in various land use application and development types; and

WHEREAS, the affordability levels targeted by said amendment address a range of income levels identified as housing challenged locally; and

WHEREAS, fees-in-lieu for for-sale units were previously calculated from the difference between the median sales price for all residential units in Chaffee County and the calculated sales price for a two-bedroom affordable unit at up to 80% area median income (AMI) in Chaffee County; and

WHEREAS, it has been determined that utilizing a calculated sales price for a three-bedroom affordable unit at up to 100% AMI in Chaffee County is more in line with the realities of both development and housing needs; and

WHEREAS, the Colorado Housing and Finance Authority (CHFA) has recently released its latest 2022 Income and Rent Limits from which said sales prices are calculated; and

WHEREAS, since the previous Inclusionary Housing fee-in-lieu update adopted via City Resolution No. 2022-04 (using YTD sales data through December 2021), the median sales price for all residential units in Chaffee County has increased by over \$62,000 (using YTD sales data through April 2022); and,

WHEREAS, no additional data has been collected regarding median rental unit rates in Chaffee County since the last Inclusionary Housing fee-in-lieu update, and therefore no changes to the Inclusionary Housing fee-in-lieu for rental units are currently proposed; and

WHEREAS, Council has determined the amended Inclusionary Housing fees-in-lieu, as included in Exhibit A, attached hereto and incorporated herein and included as part of the City's overall Fee Schedules, are appropriate as an option for the satisfaction of the Code's Inclusionary Housing requirements.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying amended Inclusionary Housing fees-in-lieu are intended to supersede all previous Inclusionary Housing fees-in-lieu adopted by the City Council.
3. Effective upon approval, the City hereby adopts the amended Inclusionary Housing fees-in-lieu (attached hereto as Exhibit A) as part of the overall 2022 City of Salida Fee Schedules.

RESOLVED, APPROVED, AND ADOPTED this 17th day of May, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2022 Inclusionary Housing
Updated In-Lieu Fees



Inclusionary Housing In-Lieu Fees:

Inclusionary housing requirements apply to Annexations, Planned Developments, Minor and Major Subdivisions, Condominium Plats, Duplex Conversion Subdivisions, and Multi-Family rental projects of five (5) or more units. The in-lieu fee option is only available for the fractional portion above the number of inclusionary housing units required to be built and deed-restricted in a development and where the total number of proposed built primary units in a development is five (5) or less.

If an applicant opts to pay an in-lieu fee to satisfy the inclusionary housing requirement as permitted by Sec. 16-13-30 of the Salida Municipal Code, the fees shall be calculated as described here, based upon the date of building permit application submittal, and shall be due no later than issuance of the certificate of occupancy for each unit:

- (a) The in-lieu fee for each for-sale unit within the applicable development shall be:

\$20.10 per square foot of the principal unit (excluding garages)

- (b) The in-lieu fee for each unit within a multi-family rental project of five (5) or more units under single ownership and on the same lot (whether attached or not) shall be:

\$3.00 per square foot of the rental unit (excluding garages)*

*Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion, unless the requisite number of inclusionary housing units are then deed-restricted.

Updated 05/17/22

Local Market Update for April 2022

A Research Tool Provided by the Colorado Association of REALTORS®

Chaffee County

Contact the REALTORS® of Central Colorado for more detailed local statistics or to find a REALTOR® in the area.

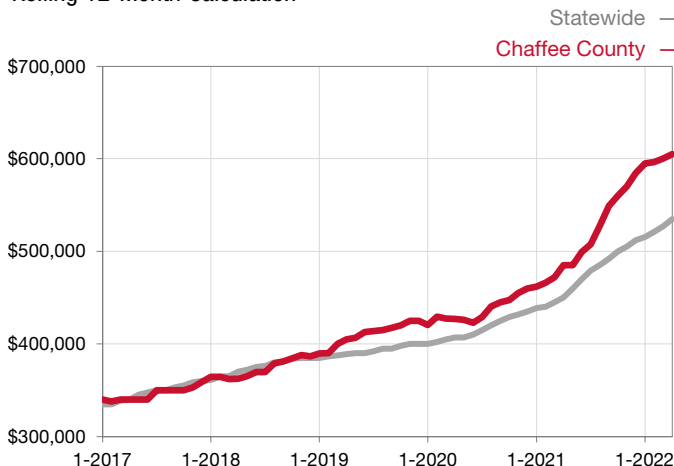
Single Family	April			Year to Date		
Key Metrics	2021	2022	Percent Change from Previous Year	Thru 04-2021	Thru 04-2022	Percent Change from Previous Year
New Listings	51	65	+ 27.5%	165	181	+ 9.7%
Sold Listings	44	37	- 15.9%	149	121	- 18.8%
Median Sales Price*	\$584,000	\$745,000	+ 27.6%	\$530,000	\$647,000	+ 22.1%
Average Sales Price*	\$709,943	\$959,558	+ 35.2%	\$644,915	\$764,050	+ 18.5%
Percent of List Price Received*	98.3%	99.4%	+ 1.1%	98.3%	99.4%	+ 1.1%
Days on Market Until Sale	51	58	+ 13.7%	48	36	- 25.0%
Inventory of Homes for Sale	56	73	+ 30.4%	--	--	--
Months Supply of Inventory	1.2	1.9	+ 58.3%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

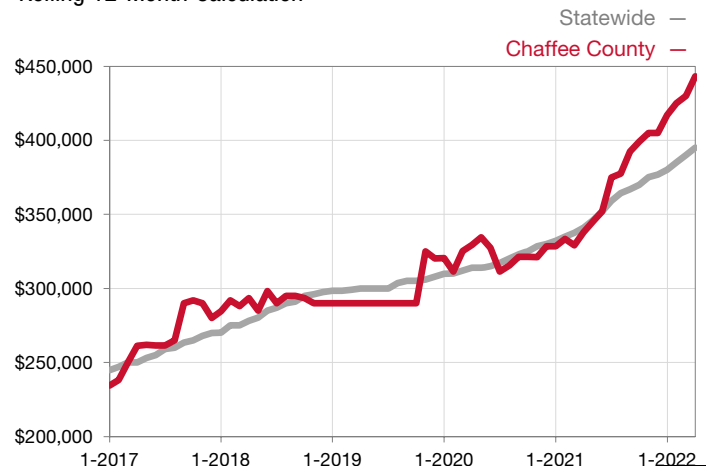
Townhouse/Condo	April			Year to Date		
Key Metrics	2021	2022	Percent Change from Previous Year	Thru 04-2021	Thru 04-2022	Percent Change from Previous Year
New Listings	12	11	- 8.3%	43	31	- 27.9%
Sold Listings	11	8	- 27.3%	37	26	- 29.7%
Median Sales Price*	\$375,000	\$536,250	+ 43.0%	\$359,000	\$489,500	+ 36.4%
Average Sales Price*	\$405,777	\$534,852	+ 31.8%	\$372,817	\$516,714	+ 38.6%
Percent of List Price Received*	99.1%	100.0%	+ 0.9%	101.4%	99.9%	- 1.5%
Days on Market Until Sale	19	59	+ 210.5%	9	33	+ 266.7%
Inventory of Homes for Sale	9	13	+ 44.4%	--	--	--
Months Supply of Inventory	0.9	2.0	+ 122.2%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single Family
Rolling 12-Month Calculation



Median Sales Price – Townhouse-Condo
Rolling 12-Month Calculation



SALIDA INCLUSIONARY HOUSING FEE CALCULATOR											
Project	Total No. of Units	No. of IH units required	Units of IH Provided in Project	Median Home Value*	IH Price for 3BD Home @ 100% AMI**	Affordability Gap (D-E)	Per Unit	Per SF of market units	Per Market Unit Charge:		
									If Units are 1650 SF	If Units are 1200 SF	If Units are 2000 SF
For projects <6 units/lots and for partial IH units	6	1	0	\$ 619,143	\$ 420,144	\$ 198,999	\$ 33,167	\$ 20.10	\$ 33,167	\$ 24,121	\$ 40,202
* All home types sold in Chaffee County, per Realtors of Central Colorado (thru March 2021)											
** Using 2022 HUD/CHFA data (calculated \$250/mo. credit for taxes, insurance, etc. removed from price for consistency)											



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	May 17, 2022

ITEM

Resolution 2022-22: A Resolution of the City Council for the City of Salida, Colorado, Approving the Agreement With Bringing Everyone Through the Crisis of Housing (BETCH) for a Temporary Safe Outdoor Space (TSOS)/Overnight Parking Permit Program at Centennial Park

BACKGROUND

City Council has directed staff to work with the Bringing Everyone Through the Crisis of Housing (BETCH) group to design and establish a temporary Safe Outdoor Space (TSOS)/overnight parking permit program for local workers who are without housing. Council identified Centennial Park as the preferred location for such a program, due to its access to various services (showers, restrooms, potable water, trash containers, etc.) and its visibility and safety for both permittees and the general public.

Staff has been working to clear space within a portion of the parking lot located at the northwest corner of Centennial Park while working with BETCH representatives to develop an agreement outlining roles and responsibilities, provisions, and rules for all participants of the TSOS. This agreement addresses a wide variety of topics including, but not limited to:

- Dates of anticipated operation (Approx. June 1 – Oct. 31st, 2022)
- Permittee eligibility requirements, including:
 - Proof of current Salida-area employment (min. 20 hours/week)
 - Paystubs
 - Background check (no violent crime history, no outstanding warrants, etc.)
- Supervision/staffing requirements
- Access to basic services
- Adherence to park rules (inc. no alcohol or drug use)
- Quiet hours (same as park hours)
- No tents or tarps (vehicles only)
- Primary contact information
- Insurance requirements
- Neighborhood outreach and service
- Monthly summary reports
- Disqualifying factors and termination language
- Other parameters for respecting neighborhood and general community, etc.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	May 17, 2022

FISCAL NOTE

In addition to staff time in preparing the site, the agreement, and other involvement, the City is anticipated to incur modest additional costs associated with basic provisions for the site (e.g. two porta-potties with handwashing station, site signage, hanging permits). BETCH will provide an updated program budget to be shared with Council. Also, the Chaffee Housing Authority has agreed to contribute approximately \$25,000 to BETCH towards the administrative and supervisory overhead for the program, out of Housing and Health Grant funds.

SUGGESTED MOTION

"I move that the City Council approve Resolution 2022-22 approving the agreement with BETCH for a temporary outdoor space/overnight parking permit program at Centennial Park."

Attachments:

Resolution 2022-22
 Agreement with BETCH
 Program Host and Administrator Position Descriptions
 SOS Values Sheet

RESOLUTION NO. 22
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE AGREEMENT WITH
BRINGING EVERYONE THROUGH THE CRISIS OF HOUSING (BETCH)
FOR A TEMPORARY SAFE OUTDOOR SPACE (TSOS)/OVERNIGHT PARKING
PERMIT PROGRAM AT CENTENNIAL PARK

WHEREAS, the City of Salida (“City”) and its City Council (“Council”) recognize that the community continues to experience a severe workforce housing shortage, due to exacerbated prices and extremely limited availability in the local housing market; and

WHEREAS, the Salida community, whether housed or unhoused, as well as the visitor population are dependent upon a host of vital services provided by area businesses and organizations; and

WHEREAS, it is understood that a notable percentage of the local workforce is currently living out of their vehicles due to the housing shortage; and

WHEREAS, the demand for housing, especially affordable housing, despite the City’s efforts is not anticipated to be met anytime soon, due to a variety of factors including elevated land and material costs, labor constraints, and lack of funds for affordable housing; and

WHEREAS, the City recognizes the inherent value of every individual, including those who contribute to the community and local businesses through their employment; and

WHEREAS, the City desires that unhoused members of the local workforce have a safe and healthy location to sleep at night and to keep their belongings, and that they are encouraged to remain a part of the local workforce and help maintain services for the local population and visitors despite the current housing crisis; and

WHEREAS, the City also desires to minimize impacts on the local natural resources and wildlands where many of the unhoused workforce may be living, and

WHEREAS, the City wishes to enter into an agreement with Bringing Everyone Through the Crisis of Housing (BETCH) to establish a temporary Safe Outdoor Space (TSOS)/overnight parking permit program where unhoused members of the local workforce can safely sleep and park their vehicles for approximately five (5) months of the summer season, with access to basic services.

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

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

Section 2. The Salida City Council hereby formally adopts and approves the Agreement with Bringing Everyone Through the Crisis of Housing (BETCH) for a Temporary Safe Outdoor Space (TSOS)/Overnight Parking Permit Program at Centennial Park, attached hereto as Exhibit A.

Section 3. The Salida City Council authorizes the Mayor to execute said Agreement with BETCH, attached hereto as Exhibit A, and additionally authorizes the City to execute all applicable documents associated with the TSOS/Overnight Parking Permit Program or necessary to formalize such approval.

RESOLVED, APPROVED, AND ADOPTED this 17th day of May, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A

AGREEMENT FOR A TEMPORARY SAFE OUTDOOR SPACE (TSOS) AT CENTENNIAL PARK

This Agreement is entered into by and between **BETCH Foundation (BETCH)** hereinafter referred to as “the Organization,” **City of Salida (CITY OF SALIDA)** the “Property Owner” or “City”, and **BETCH SOS, LLC (BETCH SOS)** the “Site Operator”, all of which are collectively referred to as the “Parties”.

I. RECITALS

- A. Whereas, the Organization and Site Operator are community-based organizations providing certain human services throughout the City of Salida (“City”) including those programs necessary to the stability, survival, and independence of unhoused Salidan workforce.
- B. Whereas, the Organization is comprised of a nonprofit organization whose mission is to create a community focused discussion on the housing crisis and solutions; to raise awareness of the housing crisis in the Arkansas River Valley of Colorado; to generate solution-based conversations with members of the community; to subsidize rent for those in need through a community fund; to inspire the community to take action to solve the housing crisis in the Arkansas River Valley (the “Neighborhood”), and whose safety and well-being of the Salida community is a priority.
- C. Whereas, the Parties wish to protect and improve the safety, health, welfare, and quality of life in the Neighborhood for the housed and unhoused residents of the Neighborhood.
- D. Whereas, the Parties agree the City and Neighborhood should include affordable, accessible, and attractive places to live, visit, work, and recreate in order for residents to be fully engaged, participative citizens within the Neighborhood.
- E. Whereas, the Parties agree the City and Neighborhood should be a welcoming, inclusive community that embraces diversity and cultivates creative problem solving related to those issues impacting the Neighborhood, including addressing homelessness within the Salidan workforce population;
- F. Whereas, the Parties agree that each organization has an obligation to be a thought leader and collaborative; further the Parties desire to span the divide between the unhoused and housed workforce, to connect residents with City officials, and to examine and address homelessness and displacement of the workforce in a comprehensive way.
- G. Whereas, the Parties agree *Temporary Safe Outdoor Spaces Program* (“TSOS” or “Program”) serve as an otherwise necessary “stop-gap” measure to address the increase in displacement of the workforce during the pandemic, as long as they are well-maintained, secure, supervised, and provide essential wrap-around services, further outlined in this agreement.
- H. Whereas, **CITY OF SALIDA** is the owner of the Centennial Park property located at 1695-1699 Holman Avenue, Salida, CO 81201, (as used herein, the “Property”).
- I. Whereas, the City has granted **BETCH SOS** permission to operate a TSOS on the Property for the Salidan workforce experiencing homelessness and temporary displacement (“Participants”).
- J. Whereas, collectively, the Property Owner and Site Operator have applied to the City to operate a TSOS for no more than a period of six (6) months commencing no earlier than **June 1, 2022, and ending by October 31, 2022.**

- K. Whereas, Site Operator have applied for and seek temporary permits pursuant to, and in compliance with, the *Municipal Code of the City of Salida* and other applicable laws.
- L. Whereas, the Parties wish to establish clear expectations and strong channels of communication for ensuring collaboration and mutual respect among the Participants and those in the Neighborhood.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein, which have been negotiated by the Parties in the interest of creating a cooperative process of building communication and understanding among the Organization, Property Owner, and Site Operator, and the constituents of each, and to help ensure that the TSOS operations will support a safe and hospitable neighborhood environment, to the Parties agree to the following terms:

a. Screening and Assurances to Neighborhood

1. This TSOS will be open to **INDIVIDUAL PERSONS AND COUPLES**,
2. The maximum number of parking permits granted of the TSOS is for **20** persons and no more than **15** overnight parking spaces.
3. The maximum length of parking permit granted under TSOS program is 5 months on the Property referenced herein, or until October 31, 2022, whichever comes first.
4. The Site Operator shall have full managerial responsibility of operations for the TSOS.
5. Site Operator will be responsible for working with partner organizations and agencies to establish transition plans for Participants upon arrival and acceptance into the program.
6. Property Owner and Site Operator will conduct a screening process as well as a comprehensive intake application, with eligibility of Participants to be approved by Site Operator, with such eligibility including proof of current employment, including paystubs, for at least twenty (20) hours per week within the City of Salida or neighboring communities within Chaffee County, that will be kept on site to help ensure that only those appropriate for being granted a temporary parking permit in a TSOS site will be permitted to park overnight at the TSOS. Those not appropriate for parking overnight within or around the TSOS at any time include, but are not limited to:
 - a. Individuals in possession of or under the influence of illegal drugs.
 - b. Individuals whose abuse of alcohol, marijuana, or illegal drugs becomes harmful to themselves or others.
 - c. In accordance with the Site Operator's screening procedures, individuals who are listed on the Colorado Sex Offender Registry or other similar registry maintained by the Colorado Bureau of Investigation (CBI), or have been convicted of a violent crime, assault, domestic violence, theft (Class 1 misdemeanor or above) in the past five years, or who have an outstanding warrant for any of the above charges.
 - d. Individuals not following all the TSOS site rules and unwilling to participate in site upkeep.
 - e. Individuals not willing to treat other site participants and permit holders, staff,

neighborhood residents, neighborhood hired help, and businesses and their patrons with respect.

- f. Individuals not willing to abstain from violence, weapon possession, illegal drugs, theft, and oppressive/discriminatory behavior.
- g. Individuals unwilling to make a good faith attempt to work toward long-term stability.

b. Participant Cooperation

1. TSOS Participants will be required to sign and uphold basic Site Operator's non-negotiable community agreements ("Participant Agreement", also sometimes referred to as the "SOS Use Agreement"). These Participant Agreements include the following expectations: No violence, no assault, no harassment, no weapons, no illegal drugs, no discriminatory behavior, no persistent disruptive behavior, participation in upkeep of the site, following all applicable Centennial Park rules, and mutual respect for participants, staff, City residents, and businesses.
2. TSOS Participants will be instructed to refrain from trespassing on private property at all times.
3. Participants who fail to honor these commitments may be subject to immediate expulsion from the site.
4. Participants who fail to honor these commitments and have been expelled from the TSOS will not be allowed to return and participate in the Program.

c. Controlled Environment of Overnight Parking Permit Program

1. The TSOS will be appropriately staffed by the Site Operator, have two or more program staff on site at all times, and safety measures in place, provide the needed support services, and will be mindful of the Property's immediate surroundings. Therefore, Site Operator must do the following:
 - a. **Staffing and Security:** Staff the TSOS twenty-four (24) hours per day with at least two (2) trained people who will monitor the site and the immediate surroundings of the site throughout the day, the purposes of which will be to monitor activity that can adversely affect the broader community and the TSOS site itself.
 - b. **Essential Sanitation Services:** Support the Participants with necessary amenities to maintain health and sanitation of the TSOS and surrounding Neighborhood including toilets and showers, personal hygiene items, etc.
 - c. **Economic, Health and Housing Services:** Help provide ongoing access to stable housing and job opportunities, substance abuse and mental health counseling, and other services that help Participants transition to a more permanent place of stability and independence.
 - d. **Work to prevent unsanctioned encampments:** Make good faith attempt to prevent unsanctioned, illegal or permanent encampments from establishing within the immediate

surroundings and a 2-block radius (as defined below in “Controlled Parameters”); survey surrounding neighborhoods for existing persons camping that should be brought into the TSOS site as participants to the parking permit program.

- e. **Cleanliness of TSOS and Surrounding Neighborhood:** Service Provider will keep the premises free of trash, weeds, drug paraphernalia, snow, and debris.
- f. **Participant and Staff Accountability:** TSOS Participants and staff will be responsible for maintaining the premises at all times. Failure to maintain premises may result in formal complaint.
- g. **Enforcement of Loitering Policies:** No loitering or soliciting will be permitted in public spaces adjacent to or at the TSOS site. If loitering occurs, participants and site staff will be responsible for addressing the activity immediately and asking the individuals to move on.
- h. **Shift in expectations concerning unsanctioned encampments, enhancing neighborhood security:** Non-TSOS overnight parking will not be considered acceptable within a 2-block radius of the TSOS (as defined below in “Controlled Parameters”); the Parties agree to work with the City to enforce this measure.
- i. **Strict prohibition of certain possessions within the TSOS:** Prohibit certain items within, and near the TSOS, including: drug and alcohol use; weapons including guns, knives, tasers, stun guns, baseball bats and similar "clubs," or dangerous sharp objects, etc. and other items that the Service Provider or TSOS site staff deem dangerous or potentially harmful.
- j. **Strict prohibition of certain possessions within the TSOS:** Alcohol and marijuana use will be prohibited on or near the Property, including in outdoor spaces and public or common areas.
- k. **Trash Containers.** Site Operator shall be responsible for ensuring that trash containers are kept in tidy condition and shall notify staff as needed for additional trash removal.

d. Supportive Environment and Engaging in Best Practices

- 1. Service Provider will work with partner organizations and City agencies to establish transition plans to guide site Participants towards long term stability in regard to income and housing, accessing healthcare and other services, as well as obtaining employment and permanent housing.
- 2. Site Participants will be expected to meet with such representatives on a regular basis throughout such Participant’s permission to park overnight in the TSOS. Failure to do so may result in removal from the site.

e. Service Provider cooperation, accountability, and communication

1. To ensure a fair, open, and transparent operation, Site Operator agree to regularly communicate with the Organization, Neighborhood, and City regarding the safety, health, well-being, and efficacy of the TSOS. In doing so, Site Operator will:
 - a. Provide and publicly post at least two (2) contacts who will be on call 24 hours a day and 7 days per week for immediate needs, emergencies, or other safety or public health issues arising from the TSOS. In general, postings should include the following:
 - i. In the event of an **active** crime or fire, please call 9-1-1.
 - ii. To report a crime that is **not actively occurring**, please call 719-539-2596
 - iii. With trash, noise, loitering, or other concerns please call the TSOS Staff Line at 719-297-3302 or email SOS@betchsalida.org.
 - b. Submit a written monthly summary of results and challenges with site operations to the City and Parties on a monthly basis.
 - c. Coordinate regular meetings with the Parties to share information and report out on progress and/or concerns resulting from the operation of the TSOS.
 - d. Beginning in July 2022, Parties agree to attend monthly BETCH meetings in order to provide updates on the project.

f. Services Provided by the City

The City agrees to provide the following services for the duration of the TSOS Program, within the parameters set forth below:

1. Potable water (for drinking and washing dishes) shall be available via a spigot located near the pavilion and the back of the Aquatic Center. There are also water fountains available inside of the Aquatic Center. Dishes, laundry and bathing shall not occur in restroom sinks.
2. Restrooms (with handwashing stations) shall be available next to the pavilion and TSOS site, and are also available at the pool building during open hours.
3. Bathing shall occur at the showers at the Aquatic Center, pursuant to a use pass, with terms to be agreed upon by the Parties.

g. Additional Rules and Parameters of TSOS Program

1. TSOS is a overnight parking permit program, which is temporary and which shall end by October 31, 2022.
2. Participants and permittees under this program, as well as the Site Operator, agree that no residency or tenancy rights or expectations are being provided, permitted or granted.
3. Permits for overnight parking at designated locations at Centennial Park shall be granted to individual persons who qualify for eligibility, including employment within the City of Salida or neighboring communities within Chaffee County for a minimum of twenty (20) hours per week,

which such eligibility to be approved by the Site Operator.

4. Permits are non-transferable, and are associated with the specific individual who is granted such permit, not with the vehicle or particular parking spot or location.
5. No electric or gas generators shall be permitted.
6. No extra electricity shall be provided.
7. No tents, tarps or clothes lines shall be permitted at the Property.
8. All City and Centennial Park rules shall apply, with the exception of the prohibition of dogs. Dogs shall be permitted to stay with their owner, provided that individual is a program participant and an overnight parking permit holder, overnight, but shall not be left unattended at the Property or Centennial Park at any time.
9. No fires are permitted, outside the charcoal grills provided at Centennial Park when no applicable fire restrictions are in effect.
10. Any vehicle parked on site shall be registered and insured as a motor vehicle at all times, and shall be capable of moving at any time for any reason. No campers or other non-mobile structures which are not attached to a motor vehicle capable of moving at any time are permitted. Maximum size of vehicles permitted to park at the Property is 28 feet long.

h. Other Obligations

1. The Parties acknowledge that Centennial Park is surrounded by a neighborhood consisting of businesses, low density residential, multi-family residential, senior living, and the home to a number of adolescents and children. These families are supported by a number of public and private schools, religious organizations and programs. Business corridors consist of retail, brewery, and restaurant businesses along US Highway 50. The neighborhood also contains significant bicycle traffic, bike routes, and private and public transportation.
2. If Site Operator receives any local, state, or federal law enforcement action resulting from the TSOS participation at the Property, Site Operator will promptly notify the Parties to this Agreement, when possible within 48-hours of such an incident.
3. Property Owner and Site Operator shall initiate a formal wrap-up period in the TSOS's final month of participation commencing on November, 2022, after the overnight parking permit program ends on October 31, 2022; the TSOS must be returned to its original state effective November 15, 2022.
4. Site Operator agree that they and their participants, contractors, agents, or invitees will not permit the use or playing of sound inside the TSOS outside of quiet hours. Quiet hours are defined as the hours in which Centennial Park is not open.
5. All noise emanating from the Property shall be strictly limited to a maximum 55 decibels, and no amplified sound shall be permitted at any time.
6. Site Operator agree they will at all times discourage any staff, contractors, participants, agents,

guests, employees or other users of any portion of the Property from parking any vehicles on I Street and K Street.

7. Site Operator further agree to direct designated personnel to respond in a reasonable amount of time and to attempt in good faith to resolve complaints from Organization regarding noise, odors, litter, loud profanity, smoking and all other disturbances of any type.
8. Site Operator agree that quiet hours shall be the same those times which are not regular Centennial Park hours.

i. Dispute Resolution & Mediation

1. Should any Party believe that the Property Owner or Site Operator is in default or violation of this Agreement, that Party shall notify the other in writing of the alleged event constituting breach of this Agreement.
2. Upon receipt of such notice, the receiving party shall have twenty-four (24) hours within which to effect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, not to exceed in any event ten (10) calendar days, provided that the party having received notice of an alleged breach has made reasonable, continuous efforts to cure such alleged breach.
3. If a cure does not occur, such issues shall be referred to mediation through and approved by the City of Salida, in its sole discretion.
4. Notwithstanding the foregoing, if Site Operator fails to perform its obligations under this Agreement, or if any program participant violates the terms of this Agreement and Site Operator fails to enforce or ensure compliance of this Agreement, then City shall end this Agreement upon five (5) day written notice.

j. Miscellaneous

1. Property Owner and Site Operator agree BETCH's directors, officers and employees shall not be liable for any action or omission, negligent or otherwise, of the Property Owner and/or Site Operator, their employees, agents or volunteers, in operating the TSOS and carrying out the provisions of this Agreement.
2. Site Operator shall procure, obtain and maintain in effect during the term of this Agreement an insurance policy with a licensed company doing business in the state of Colorado to provide a minimum amount of \$1,000,000 per occurrence for bodily injury and property damage combined, naming the Site Operator and BETCH, and with the City of Salida being listed as Additional Insured on a primary and noncontributory basis. Site Operator shall provide a copy of the Certificate of Insurance to the City upon execution of this Agreement.
3. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
4. No director, officer, agent or employee of any of the Parties, nor any signatory to this Agreement, shall be personally or contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or approval of this Agreement.

5. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by the parties hereto.
6. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, without the written consent of the Parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representative of each of the Parties.
7. Each person signing on behalf of an entity below represents that she/he has the authority to execute and deliver this Agreement on behalf of such entity and to bind such entity to the terms hereof.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

BETCH Foundation, a Colorado nonprofit corporation

Name: _____

Title: _____

Date: _____

Signature: _____

BETCH SOS, a Colorado Limited Liability

Name: _____

Title: _____

Date: _____

Signature: _____

City of Salida

Name: _____

Title: _____

Date: _____

Signature: _____



Safe Outdoor Space Values and Agreements

To ensure that the Safe Outdoor Space program continues to exist for all of those in need, we require that each of our residents agrees to the following values. Failure to follow these agreements may result in your removal from the site:

1. Obey quiet hours are from 10 p.m. to 8 a.m. every day.
2. Violence of any kind is prohibited.
3. No weapons are permitted at the SOS.
4. No illegal drugs or alcohol are allowed on SOS property.
5. No trading or selling illegal substances.
6. No theft will be tolerated - respect our residents, park visitors, and neighbors.
7. No visitors within the SOS - residents are free to take visitors in the park.
8. No fires. A designated safe propane fire pit will be provided and maintained by the SOS Host and Director.
9. No disruptive behavior or amplified sound - respect the quiet hours.
10. No discriminatory or oppressive behavior will be tolerated.
11. Pets must be approved and must be kept on-leash and cleaned up after.
12. Promote peace and well-being for all guests.

13. Treat other residents, staff, park visitors, neighborhood residents, businesses and their patrons with respect.
14. Use the provided hand-washing and greywater disposal and follow other safe sanitation procedures.
15. If a resident presents immediate danger to themselves or others, such as concerning mental stability symptoms that put anyone in danger, they must leave the SOS and receive treatment.
16. Keep space clean - no loose trash or debris.
17. No belongings may be left unattended outside of the residents' vehicle.
18. All conflicts will be addressed non-violently with staff mediation.
19. Report all violations of SOS Values and Agreements to staff.
20. Participate in weekly site upkeep.
21. Peacefully vacate SOS on October 1st at the conclusion of its permit.



Safe Outdoor Space Director Job Description

The Mission: To create a community-focused, safe location for our unhoused neighbors who work in town. We acknowledge that a sense of community is essential to the fight against homelessness and not a fight against those who are homeless.

Salary: \$2,000 per month for 5-6 months.

Benefits: The position includes the usage of all SOS facilities for the duration of the term of service.

Qualifications: Strong interpersonal skills and communication skills, and the ability to remain calm and friendly when confronted with upset visitors. Capability to physically get out and make rounds around the facilities. Although not routine, physically demanding work may be required from time to time. Advanced ability to hire, train, and oversee SOS employees, as well as to ensure the resident's well-being. Ability to manage budgets and monitor expenses. Proficiency in office software, including Microsoft Word, Excel, Outlook Express, and PowerPoint. Ability to document processes and keep records.

Time Commitment: At least 32 hours of service time per week for a maximum of 6 months. To include most weekends and holidays.

Supervision Provided: Supervised and assisted by the BETCH Board of Directors.

Duties will include, but are not limited to the following:

- Serve as a liaison between park users and park staff.
- Coordinating volunteer tasks and schedules.
- Hosting neighborhood meetings in order to facilitate positive relationships between housed and unhoused community members.
- Direct Supervision of and regular communication with SOS host.
- Collaboration with and supervision of the Oversight Committee.
- Greeting and assisting visitors, answering questions regarding services and local points of interest, and explaining the regulations that apply to them.
- Distribution of SOS values and agreements and general materials about the SOS to the surrounding community.

- Assist residents in locating a site and have knowledge of local points of interest and the local services that might be requested by residents.
- Consulting with stakeholders to determine SOS requirements.
- Hire and oversee SOS employees.
- Management of allocated budget, ordering of equipment and supplies.
- Ensuring safe practices, a healthy SOS environment, and the well being of residents.
- Keeping records, updating daily logs and documenting processes, including SOS site vacancies.
- Maintaining relationships and communication with residents and high awareness around potentially negative behavior patterns.
- Facilitation of daily maintenance and volunteer service with residents.
- Light maintenance work such as litter pickup, sweeping and stocking of restrooms, raking the site pad, cleaning tables, weeding, straightening barrier posts, and reporting any site damage to your supervisor. Each site must be cleaned weekly and before/after every resident checks in/out.
- Providing information to park staff on potential problems, and disseminating relevant information to residents.
- Coordination of marketing and social media presence.
- Potential assistance with SOS public relations, educational activities, and special events.
- Director must be a model resident by practicing good housekeeping and by upholding all SOS Values and Agreements.
- Be aware of activities within the Safe Outdoor Space requiring immediate attention - ranging from a tree needing to be trimmed to interpersonal conflict. Be prepared to enforce SOS values, de-escalate, resolve conflict, dismiss residents from site, and potentially turn to law enforcement for assistance.
- Must be able to listen to and accept feedback/complaints from both residents and housed neighbors alike, as well as maintain a professional and courteous relationship with coworkers, neighbors, residents, park/city staff.

May be assigned other duties and projects not listed above.

Director shall not attempt to discipline or apprehend any park violators. Director will report all disturbances to park staff. LAW ENFORCEMENT WILL BE PERFORMED BY CERTIFIED LAW ENFORCEMENT ONLY.

If you are interested in applying for this position, please send your resume to sos@betchsalida.org.



Safe Outdoor Space Site Host Job Description

The Mission: To create a community-focused, safe location for our unhoused neighbors who work in town. We acknowledge that a sense of community is essential to the fight against homelessness and not a fight against those who are homeless.

Salary: \$1,800 per month for 5-6 months.

Benefits: Position includes a free overnight parking spot with the Safe Outdoor Space (SOS) and usage of all SOS facilities for the duration of the term of service.

Qualifications: Strong interpersonal and communication skills, and the ability to remain calm and friendly when confronted with upset visitors. Capability to physically get out and make rounds around the camping facilities. Must have a valid driver's license and a mobile residence, which can include a car, RV, trailer, bus, or van. Although not routine, physically demanding work may be required from time to time.

Time Commitment: At least 28 hours of service time per week for a maximum of 6 months. Includes most weekends and holidays. This time commitment will be divided between two hosts, providing the potential to have 3 full days off in a row. Ideally, scheduling will be negotiated between the two.

Supervision and Training Provided: Hosts will be supervised and assisted by the BETCH Oversight Committee, volunteers, and Director in registration procedures, rules and regulations, and host responsibilities. Training will include all aspects of hosts' role, clear policies on conflict resolution, de-escalation, disciplinary action, and boundaries for friendships with residents.

Duties will include, but are not limited to the following:

- Serve as a liaison between park users and park staff.
- Greet and assist visitors, answer questions, and explain the SOS Values and Agreements.
- Distribute SOS values and agreements and materials about the SOS to the surrounding community.
- Assist residents in locating a site and have knowledge of local points of interest and the location of services that might be requested by residents.
- Maintain relationships and communication with residents.

- Pay attention to residents and potentially negative behavior patterns.
- Light maintenance work around the SOS such as litter pickup, sweeping, straightening barrier posts, sweeping cobwebs, weeding, and stocking of restrooms.
- Providing information to park staff on potential problems, and disseminating information to residents.
- May assist in SOS public relations, educational activities, and special events/activities.
- Cleaning SOS by performing minor maintenance tasks such as raking the site pad, cleaning community tables, picking up litter, and reporting any damage to your supervisor.
 - Each site must be cleaned weekly and before/after every resident checks in/out.
- Host shall not attempt to discipline or apprehend any park violators. Host will report all disturbances to park staff.
 - LAW ENFORCEMENT WILL BE DONE BY CERTIFIED LAW ENFORCEMENT ONLY.
- You are to inform residents of values and agreements and are not to participate in any high-risk activity.
- Host must set a positive example by being a model resident, practicing good housekeeping at all times in and around their assigned site, and by upholding all SOS Values and Agreements.
- Be aware of activities within the Safe Outdoor Space requiring immediate attention - ranging from a tree needing to be trimmed to a problem resident. Notify the director as soon as these problems arise.
- Host must be able to listen to & accept feedback/complaints from both residents and neighbors alike, as well as maintain a professional and courteous relationship with coworkers, neighbors, residents, and park/city staff.
- Keep a written record of complaints/criticism of park facilities, report situations that could affect the health and safety of visitors, and report any maintenance items which need immediate attention.
- May maintain daily logs and other written records as requested by the SOS director.

May be assigned other duties and projects not listed above.

Director shall not attempt to discipline or apprehend any park violators. Director will report all disturbances to park staff. LAW ENFORCEMENT WILL BE PERFORMED BY CERTIFIED LAW ENFORCEMENT ONLY.

If you are interested in applying for this position, please send your resume to sos@betchsalida.org.



MAY 2022 STAFF REPORTS

Police Department –

- We had 574 calls for service in April.
- Sean Sullivan has completed his Field Training and is now released as a SOLO Officer.
- Sean Lombard did not complete the Field Training Program and will be transitioning into a Community Service role.
- We worked with the Student Council at the high school and put on the Every 15 Minutes program for the students. The event went well and several agencies partnered with us to make it happen.
- We have seen an increase in mental health calls over the last month and have been working with the Solvista Co-Response Team more often. The feedback I am getting from them shows that we have a great group of men and women working for this department.

Finance Department –

- The Annual Comprehensive Financial Report (ACFR) has been completed and Council will be asked to approve the report at their May 17 meeting.
- The first amendment to the 2022 budget has been prepared and will be before Council at their May 17 meeting.
- The finance office will begin implementation of ADP timekeeping software which should improve efficiency and accuracy.
- The first ARPA report has been filed with the federal treasury.

Community Development Department –

- As of May 13, we've seen 65 total building permits, inc. a total of 25 residential units. At the same time last year, we had reviewed 100 permits with 110 total residential units (48 of them were the Salida Ridge LIHTC project). In 2020, we had reviewed 49 permits with 21 total residential units.
- New CHFA Income and Rent Limits for 2022 have been released, which triggers adjustments to various Inclusionary Housing calculations--for for-sale units, rental units, and IH fees-in-lieu.
- Staff continues to work on a variety of short-term "housing" concepts, including the Safe Outdoor Space with the Bring Everyone Through the Crisis of Housing (BETCH) group and the RV Rental Program with the Chaffee Housing Authority. Both currently anticipated around the beginning of June.
- Staff is working on migrating more parcel information over to/into our GIS database to enhance our review processes, with the hope of eventually making more information available to the public via the City website.
- Numerous updated documents inc. applications have been uploaded to the Community Development Department web pages.

- We are reaching out to numerous entities with previous pre-annexation agreements to follow-up on annexation requirements, now that several of them have the required contiguity with City limits. This will likely result in a number of annexation applications in the coming months.

Parks and Recreation Department –

- See Attached.

Public Works Department –

- Planning/Engineering/Construction
 - Planning
 - Streets
 - Attended CDOT TPR meeting which included recommendation for \$1M in grant award to streetscape improvements for north entryway of SH-291 (HRRMC-Marvin Park)
 - Attend CO APWA conference and training events
 - Present 2021 EOY Report
 - 2022 Street Reconstruction: Sewer work complete & 12th Street underway
 - 2022 Concrete Maintenance: Est start in June
 - 2022 Asphalt Maintenance Project: Patch work and overlay underway
 - Oak St / Safe Routes to School: Design underway
 - Utilities
 - 2022 Sewer Reconstruction: Est start in summer
 - Pasquale WTP Project: Attend pre-bid, work with DOLA on grant presentation
 - Harrington ditch piping: Survey and due diligence underway
 - Poncha Trunk line: Survey and due diligence underway
 - CIP Construction
 - Caboose materials procurement for restoration is underway
- Operations
 - Streets
 - Staff assistance with concrete work adjacent to skate park
 - Thermo pavement markings at various places around town
 - Install two additional electronic speed signs
 - Utilities
 - Field Utilities
 - Continue sewer line cleaning and inspection for east 1/3 of collection system
 - Smart meter upgrades (dealing with some supply chain issues)
 - Inspection and new development assistance
 - Water Treatment
 - Coordination modifications to Pasquale WTP plans
 - VFD repairs and prep for summer peak flows
 - Telemetry/radio upgrades in process
 - Wastewater Treatment
 - Irrigation system repairs and spring start up
 - Work with consultant and director on process control data collection

- Additional testing for compliance and plant operational trending

Arts and Culture Department –

- The exhibit from artist Sally Mather debuted in the Paquette Gallery for the month.
- A wildly successful Valley Vision Art Show returned to the SteamPlant Ballroom from April 14-17. This joint event with the Salida Council for the Arts kicked off the weekend show with a reception on Thursday that was attended by (250) people. Long-time gallery-owner and arts supporter Geraldine Alexander was honored with the Mel Strawn Lifetime Achievement Award. Over 50% of the (63) artists' works sold over the weekend.
- A grant award notification was received in the amount of \$11,000.00 from the Colorado Creative Industries for general operating funds for hiring a consultant to assist Arts & Culture staff with revisions to and updating of the Creative District Strategic Plan.
- TOTAL GUESTS Attending (77) Events/Meetings for April = 3,515
 - Number of free arts and culture events/no admission = 7
 - Number of attendees at free events = 625
 - Number of events paying rental fees = 34
 - Number of entities using the facilities = 30

Fire Department –

- Abatement work at 611 Oak will begin on May 9th.
- Crews have utilized the garage structure at 611 Oak to train on interior operations. A joint training was recently held with CCFPD Station #4 members.
- Salida Fire assisted CCFPD on a structure fire west of Maysville. A rapid response contained the fire to the garage and prevented it from spreading to the connected house.
- South Ark has a Type VI engine on assignment in New Mexico.
- On May 4th we went “live” with our new reporting software. Looking forward to ironing out the wrinkles.
- I would like to thank Administrator Nelson, City Treasurer Bergin and Councilwoman Templeton for taking part in the selection process for the Design/Build team. Their insight and challenging questions were instrumental in helping to choose a team.

Clerk's Office –

- Special events
 - Working with Event Organizers to get their events ready for the Special Events Committee and City Council
 - Organizing the May Special Event Meeting as well as creating the agenda, materials and appointment times for event organizers
- Court
 - Attending the CAMCA Conference in June
 - Preparing for the upcoming court by managing cases, processing citations and corresponding with defendants
 - Working on updating parking ticket language with the Judge to reflect the 2021 Ordinance

- Working with Court Clerks in Pueblo to learn more about how they run their court and build a more efficient court system utilizing our software
- Short Term Rentals
 - Assisting the public with questions on how to apply for short term rentals
 - Teaching current license holders on how they can pay their Occupational Lodging Taxes online
 - Processing new Short Term Rental licenses
 - Working with Short Term Rental License holders on renewals and how to use the online dashboard to do renewals
- Tobacco Licensing
 - Sent out a reminder for licensees that the deadline to apply is June 1. Have processed 7 renewals
- Liquor Licensing
 - Finalized a liquor license transfer for The Golf Cabin
 - Sent locally approved new liquor license for The Crossroads to the Liquor Enforcement
 - Started processing a liquor transfer for The Tap House
 - Have met with other possible applicants for 1 new license and 3 liquor license transfers
- F Street Closure
 - Working with Community Development to ensure that business owners are aware of the upcoming closure by going to business fronts in person, answering emails, phone calls etc.
 - Reviewing F Street Applications and Revocable licenses and providing business owners with approvals, quickly and efficiently
 - Processing Temporary Modification of Premises with Liquor Enforcement



Parks and Recreation Department report

Date: 5/17/22

Aquatics

- Longfellow lessons were a success. We taught about 400 students in grades kindergarten through 4th our Red Cross Learn to Swim Program
- We have several end of year parties which will cause some schedule changes in some of our fitness classes and lap lane availability
- Arthritis Class time change - 9am-10am
- Last Dive and Jive for the school year on May 13, 2022
- Teaching First Aid/CPR/AED to the parks crew
- Lifeguard in-service scheduled for 5/15/22

Recreation

- FIBArk
 - Salida Recreation is hosting the following races. Find out more information and register [at this link!](#)
 - FIBArk Hill Climb: Thursday, June 16th, 6:00 pm. \$10 online and \$25 in person.
 - FIBArk 10k Road Race: Saturday, June 18th, 8:00 am \$40 online registration and \$60 in person.
 - FIBArk 5k Road Race: Saturday, June 18th, 8:05 am \$40 online registration and \$60 in person.
 - FIBArk 10k Trail Run: Sunday, June 19th, 8:00 am \$40 online registration and \$60 in person.
 - Triple Crown: (Combine the hill climb, 10k road, and 10k trail race and register for the triple crown!) \$60 online and no in-person registration.
- Community Gardens
 - Sonia's garden is full
 - Crestone Mesa Garden is filling up.
- 10k-a-day challenge!
 - So far we have 18 participants, it's not too late to enter!
- Salida Recreation Scholarships
 - We have \$17,000 available, 1,800 has been applied for and so far \$320 has been used.
- Salida Youth Baseball (registration closes May 16th)
- Salida Softball (men's, women's, coed, and youth)
 - Registration closes May 16th for summer softball leagues.
- Touch-a-Truck/Clean-up Green-up
 - May 21 at Vandaveer.
- Kayak Roll Sessions:
 - There are two weeks of roll sessions left with May 24th being the last week.
- Camp Friday:
 - Last Camp Friday is May 13, 2022 until the fall.



- Rafting and River Safety
 - We are offering 3 classes and they are all filling up.
- Kids Introduction to Kayaking Class
 - we had 100% attendance over 4 sessions and 44 kids participated in the program.
- Line Dance Class is coming back:
 - Line Dance will take place at the American legion this summer.
- Summer 2022 Community Resource Guide
 - The community resource guide is done and headed to print!

Parks and Facilities

- All irrigation is turned on
- Started seed, irrigation prep Centennial
- Broken slide at riverside
- Added 4 headed spigot values to community gardens
- Prepped Centennial campground area with 50 tons of road base
- Prepped food truck area for Centennial
- Installed Raft Swing
- Installed volleyball nets
- Ordered baseball field # signs, new pitching mounds, and home and visitor signs
- Full-time interviews this Thursday and Friday
- Hired another seasonal starting June 6th
- Wyatt is not coming back trying to hire more seasonals
- Finished irrigation work at Mack Witty and seeded park
- Tilled and seeded retaining wall/courthouse area
- Upgraded water truck with more pressure for better faster watering
- Preparing for mulch project for Park trees



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

I. Building Inspection:

A. Building Permit Activity

- **Permits** issued in April: 2022: 341 (BMEP only)
2021: 153 (BMEP only)
- * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in April: 2022: \$162,808.38
2021: \$146,245.18
- **Total Revenue** collected year-to-date: 2022: \$392,512.64
2020: \$578,855.26
- % of Total budgeted revenue collected year to date: 25.3% (\$1.55 M)
- **SFDs** issued in April: 2022: 36
2021: 29
Chaffee: 13 BV: 2 Poncha: 18 Salida: 3
- **SFD's YTD by Jurisdiction:**
Chaffee: 37 BV: 10 Poncha: 54 Salida: 12
- **2022 year-to-date permit totals:**

Chaffee County	537	37 SFDs
Buena Vista:	170	10 SFDs
Poncha Springs:	254	54 SFDs
Salida :	<u>311</u>	<u>12 SFDs</u>
Total Number of Permits Issued:	1,272	*113 SFDs
- **2021 year-to-date permit totals:**

Chaffee County:	542	47 SFDs
Buena Vista:	165	20 SFDs
Poncha Springs:	210	30 SFDs
Salida :	<u>387</u>	<u>29 SFDs</u>
	1,304	*126 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 April: 2022: 15 (New) 33 (Licenses)
2021: 19 (New) 43 (Licenses)
- **OWTS Revenue** collected in April: 2022: \$3,834.00
2021: \$3,734
- **OWTS Revenue** collected year-to-date: 2022: \$8,062.00

2021: \$10,927.00

C. New Commercial Projects

Chaffee County:

- **26832 CR 310:** The electrical system for a campground was approved.

D. Inspection Totals

- We performed 1,213 field inspections in the month of April. YTD we have performed 4,205 field inspections.
- We issued 43 certificates of occupancy in April.

E. Personnel:

Chad Chadwick passed the following ICC Certifications in April:

- Commercial Plumbing Inspector
- Plumbing Inspector – Awarded when both residential and commercial plumbing inspector exams are passed.
- Plumbing Plans Examiner
- * By passing the Commercial Plumbing Plans Examiner Chad is permitted to perform commercial plumbing inspections under Colorado law.

Rachael Van Dyke passed the following ICC Certification in April:

- Commercial Energy Inspector
- Green Building – Residential Plans Examiner
- Energy Code Specialist