



CITY COUNCIL REGULAR MEETING

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

May 07, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/3742005742374996822>

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

To watch live meetings:

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 April 16, 2024 Minutes

4. Approve Agreement with Arkansas Valley Physical Therapy

5. Approve Special Event Liquor License for SunFest

6. Approve Special Event Liquor License for Heart of the Rockies Rumpage

7. Approve Special Event Permit for the Memorial Day Parade

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATION

8. Asian American Pacific Islander Heritage Month

LIQUOR LICENSING AUTHORITY

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

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

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

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

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

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

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

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

Mayor Report

Treasurer Report

Attorney Report

Staff 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 affirm our support for women's rights, including equal pay, equal treatment under the law and in the workplace, and the right to determine choices that impact the direction and personal values of one's life, including all individuals' reproductive health choices.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
April 16, 2024 - 6:00 PM

MINUTES

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CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

ABSENT

Council Member Dominique Naccarato

Civility Invocation

CONSENT AGENDA

Council Member Critelli moved to combine and approve the Consent Agenda, Seconded by Council Member Martin.

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

MOTION PASSED

CITIZEN COMMENT—Three (3) Minute Time Limit

Adam Martinez, Garrett Lundberg, Jerry Mallett, Doug Mendelson, Jim Miller and Carrie Mesch spoke during public comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2024- 04 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 4-2-30(a)(8) OF THE SALIDA MUNICIPAL CODE TO MODIFY THE TERMS OF THE AFFORDABLE HOUSING FUND-**Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Community Development Director Almquist presented the Ordinance.

Mayor Shore Closed the Public Hearing.

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.

Council Member Critelli moved to approve Ordinance 2024-04, Seconded by Council Member Martin. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Ordinance 2024-05 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, AMENDING THE CITY CODE TO REPEAL AND REENACT CHAPTER 11, ARTICLE VI ENTITLED PARKS, RECREATION, OPEN SPACE AND TRAILS OF THE SALIDA MUNICIPAL CODE - **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Director of Parks and Recreation presented the Ordinance.

Jackie Berndt spoke regarding the Ordinance.

Mayor Shore closed the Public Hearing.

Council Member Pappenfort moved to approve Ordinance 2024-04, Seconded by Council Member Critelli. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

NEW BUSINESS / ACTION ITEMS

SOUND PERMIT- Amplified Sound Permit, High Side! **Public Hearing**

Council Member Critelli moved to approve the amplified sound permit, Seconded by Council Member Martin.

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

MOTION PASSED

Resolution 2024-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE AMENDED INTERSTATE PARKING SERVICES AGREEMENT WITH INTERSTATE PARKING MANAGEMENT.

Council Member Pappenfort moved to approve Resolution 2024-28, Seconded by Council Member Fontana.

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

MOTION PASSED

Resolution 2024-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING MAY 11, 2024 AS ARBOR DAY IN THE CITY OF SALIDA

Council Member Stephens moved to approve Resolution 2024-29, Seconded by Council Member Pappenfort.

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

MOTION PASSED

Resolution 2024-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, EXPRESSING COMMITMENT TO “TOGETHER WE STAND – A CHAFFEE COUNTY PROJECT”

Council Member Fontana moved to approve Resolution 2024-30, Seconded by Council Member Critelli. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

Treasurer Report

Report was given.

Attorney Report

Public update and summary regarding lawsuit brought by the Town of Poncha Springs, Tailwind Group LLC and Full Views Matter, LLC against the City of Salida.

Report was given.

Staff Reports

EXECUTIVE SESSION

For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Atmos Franchise Agreement and franchise agreement terms generally.**

Council Member Critelli moved to enter into Executive Session, Seconded by Council Member Stephens. Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Council entered into Executive Session at 7:30pm and returned to the Regular Meeting at 8:15pm.

ADJOURN

Adjourned at 8:16pm



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE May 7, 2024
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ITEM

Relationship Agreement with Arkansas Valley Physical Therapy (AVPT)-Leanora Premeau, MPT

BACKGROUND

Arkansas Valley Physical Therapy is a private organization that wishes to use the pools of the Salida Hot Springs Aquatic Center (SHSAC) to provide physical therapy services to its patients. Per the 2024 fee schedule, use of a City amenity for personal profit is allowable at a contracted rate. Physical Therapy sessions run from 40-60 minutes. Patients may stay in the SHSAC after the session concludes. The attached MOU describes the roles and responsibilities of each organization.

FISCAL NOTE

The Department of Parks and Recreation will charge \$10 to the Physical Therapist for up to one hour per session, per patient. Patients will pay the daily admission rate of \$14 or use a membership or access pass to the Salida Hot Springs Aquatic Center to receive treatment. AVPT states that its current patients who use the pool have Silver Sneakers/Renew Active passes to the SHSAC, which is a benefit of their medical insurance that they pay no additional fee for.

STAFF RECOMMENDATION

To approve entering into the contract with Arkansas Valley Physical Therapy.

SUGGESTED MOTION

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

**CITY OF SALIDA
RELATIONSHIP AGREEMENT**

THIS AGREEMENT entered into this 8th day of April, 2024, by and between the **CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **[Arkansas Valley Physical Therapy-Leanora Premeau, MPT]**, [245 East US-50 Suite 9, Salida, Colorado 81201], hereinafter referred to as “Organization”.

WHEREAS, Organization is a private business wishing to use a public asset to provide physical therapy services to its patients; and,

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

WHEREAS, and Organization desires to conduct Physical Therapy sessions with patients in the pools of the Salida Hot Springs Aquatic Center; and,

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

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

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

1. **Purpose and Description:** Organization plans to conduct Physical Therapy sessions on City property. City agrees to allow Organization to conduct Physical Therapy sessions with their patients at [The Salida Hot Springs Aquatic Center] located at 410 W. Rainbow Blvd. within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by the Organization for [Physical Therapy appointments scheduled and approved in advance by Arkansas Valley Physical Therapy.]
2. **Term:** The term of the Agreement shall be for one (1) year starting from the date of approval of this Agreement or until terminated by either Party. As long as Organization is in compliance with the terms and conditions of this Agreement, this Agreement shall be automatically renewed on an annual basis thereafter. Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause
3. **Rate:** City will charge Organization [\$10 to the Physical Therapist for up to one-hour per session, per patient. Patients will pay the daily admission rate of \$14 or use a membership or access pass to the Salida Hot Springs Aquatic Center]
4. **Special Conditions:** The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:
 - A. [Arkansas Valley Physical Therapy] will:
 - i. Provide proof of insurance to the City of Salida prior to conducting business at Salida Hot Springs Aquatic Center
 - ii. Provide Certificate of Good Standing to the City of Salida prior to conducting business at Salida Hot springs Aquatic Center
 - iii. Schedule and communicate with patients regarding appointment scheduling

- iv. Collect and retain payment from patients for physical therapy sessions conducted at Salida Hot Springs Aquatic Center.
- v. Ensure therapists and patients adhere to all policies and rules of the Salida Hot Springs Aquatic Center
- vi. Pay the Physical Therapist fee upon entry of the Salida Hot Springs Aquatic Center
- vii. Ensure patients pay daily admission fee or use an access pass or membership to gain access to the Salida Hot Springs Aquatic Center for physical therapy sessions conducted by Arkansas Valley Physical Therapy

B. The City will:

- i. Establish a Point of Sale option in SmartRec software named “Physical Therapist”
 - ii. Permit Arkansas Valley Physical Therapy therapists and patients access to the lap pool, leisure pool, and locker rooms of the Salida Hot Springs Aquatic Center during normal operating hours upon paying entry fee for therapists and patients.
 - iii. Collect and retain payment from Arkansas Valley Physical Therapy to conduct sessions at the Salida Hot Springs Aquatic Center.
 - iv. Collect and retain payment from patients of Arkansas Valley Physical Therapy for sessions at the Salida Hot Springs Aquatic Center
5. **Reporting:** The City will evaluate the effectiveness of this relationship after **[March, 2025]**. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In **[April, 2025]**, Organization and City will have a meeting about the **[Arkansas Valley Physical Therapy use of the Salida Hot Springs Aquatic Center for physical therapy sessions]** and what the roles for each party will look like in the subsequent years.
6. **Surrender of Property:** Organization shall quit and surrender any designated or utilized properties, rights-of-way or facilities to the City at the end of the term of this Agreement in the same condition as at the date of the commencement of this Agreement, ordinary wear and tear excepted.
7. **Rules and Regulations:** Organization, and all persons whom Organization allows at the event, activity or as a result of this relationship, shall abide by and conform to all Rules and Regulations concerning their event, activity or relationship, or the use of any City properties and City facilities and City rights-of-way, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
8. **Maintenance:** City reserves the right to close any applicable properties or facilities or rights-of-way for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in any applicable events or activities by Organization, or in the use of any City properties or facilities or rights-of way. Organization expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney’s fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in Organization’s use of any City property or facility or right-of-way, or in or at the Organization’s event or activity, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of Organization.

10. **Insurance:** Organization agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Organization, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Organization shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.
11. **Compliance with Law:** Organization shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. Organization will not do or suffer to be done anything on any used or designated City property, facility or right-of-way during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. If Organization's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Organization, they will immediately desist from and correct or cause to be corrected such violation.
12. **Damage to City Property:** If any designated property, facility or right-of-way, or any part of buildings on designated property, or any equipment located on the designated property during the term of this Agreement shall be damaged by the act, default, or negligence of the Organization or its agents, employees, patrons, guests, or any person admitted to the designated property by Organization, the Organization will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. Organization assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the Organization or by or with the consent of any person acting for or on behalf of Organization. Organization shall be responsible to maintain order and protect persons and property.
13. **Assignment:** Organization shall not assign this Agreement without the prior written consent of the City, nor use of the Property other than as specified in this Agreement.
14. **Release:** City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
15. **Modification:** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
16. **Contact Information:** The current contact information of the Parties is as follows:

City: City of Salida Department of Parks and Recreation

City representative: Diesel Post

Position: Director

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

Telephone: 719-539-6738

E-mail: diesel.post@cityofsalida.com

Organization:

Organization representative: [Arkansas Valley Physical Therapy-Leanora Premeau, MPT]

Position: MPT

Address: 245 East US-50 Suite 9, Salida, CO 81201

Telephone: (719)539-3626

E-mail: leanora99@gmail.com

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

CITY OF SALIDA (“City”)

BY: _____
Christy Doon, City Administrator

Date: _____

[Arkansas Valley Physical Therapy] (“Organization”)

BY: _____ Leanora Premeau MPT GCS _____ Owner and Physical therapist _____

Date: _____ 4/8/24 _____

SPECIAL EVENT MEMO

Item 5.

SPECIAL EVENT	PRESENTED BY	DATE
SunFest	Parks & Recreation	

ITEM:

Consent Agenda
Council Action – Approve the Consent agenda.

Event Date(s): May 22 & 23, 2024



Check all that apply:

- Amplified Sound
- Liquor License
- Vendor(s)
- Street Closure
- Code Violation

Location: Riverside Park

Event Mission Statement: To foster awareness and teach the importance of the Arts in building communities and improving lives through workshops, performances, and educational programs for all ages.

Department Approvals

Parks & Recreation

Comments: _____
Signature: _____ Date: 4/4/24

Public Works

Comments: none
Signature: _____ Date: 4/4/24

Arts & Culture

Comments: None
Signature: Patrick Obrien Date: 4/4/24

Police

Comments: NA
Signature: _____ Date: 04/04/24

Fire

Comments: NONE
Signature: _____ Date: 4/4/24

Chaffee County Public Health

Comments: _____
Signature: _____ Date: 4/4/24

Administration

Comments: _____
Signature: Christy Doorn Date: 4/4/24

City Clerk

Comments: N/A
Signature: _____ Date: 04/4/24

Sustainability/PIO

Comments: N/A
Signature: _____ Date: 04/4/24



3/15/2024

To whom it may concern,

Articipate would like to sponsor the 10th annual Salida SunFest, Free Youth Music Festival and Wooden Rain/Wooden Raindrops Marimba Ensembles again this year.

The date for this event will be May 22nd and May 23rd.
from 5:00 pm – 10:00 pm. Sound-checks will be at 1pm.

This is a well-organized, professionally run festival for the young people of the region to perform at and attend.

It is designed to give our community's youth a creative and constructive event to celebrate the beginning of their summer break.

Central Colorado Sound will be providing production for this event as well as the Bluegrass festival the following Saturday and Sunday.

Chaffee County Waste will provide disposal and CP Portables will provide Porta-Potties.

This event has been very well received the last 8 years in a row and it has become a popular, annual, Salida tradition.

Thank you,

A handwritten signature in black ink, appearing to read "Trevor Davis".

Trevor "Bones" Davis

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 checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input checked="" type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Articipate	State Sales Tax Number (Required)
---	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 1239 D Street Salida CO 81201	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Riverside Park
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Trevor Davis			
5. EVENT MANAGER Trevor Davis	Same	Same	
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	May 22	Date	May 23	Date		Date		Date	
Hours	From 4p .m.	Hours	From 4p .m.	Hours	From .m.	Hours	From .m.	Hours	From .m.
	To 10p .m.		To 10p .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 ED	DATE 4/12/2024
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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)	\$

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.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION
Articipate
1239 D Street
Salida, CO, 81201

**SPECIAL EVENTS PERMIT
MALT, VINOUS AND SPIRITUOUS LIQUOR**

FROM	Date May 22, 2024	Hour 4:00 p.m.	TO	Date May 22, 2024	Hour 10:00 p.m.
FROM	Date May 23, 2024	Hour 4:00 p.m.	TO	Date May 23, 2024	Hour 10:00 p.m.

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 7th day of May, 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Articipate

is a

Nonprofit Corporation

formed or registered on 12/02/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081627661 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/13/2024 that have been posted, and by documents delivered to this office electronically through 03/18/2024 @ 12:08:51 .

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 03/18/2024 @ 12:08:51 in accordance with applicable law. This certificate is assigned Confirmation Number 15852956 .



Jena Griswold

Secretary of State of the State of Colorado

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

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216 Ferraro's



Arkansas River

Riverside Park

Beer Garden

Entrance

Beer Truck

E Sackett Ave

E Sackett Ave

E Sackett Ave

E Sackett Ave

[View results](#)

Respondent
10 Anonymous

10:59
Time to complete

1. Contact Name *

Trevor Bones Davis

2. Email *

bonesdrums@gmail.com

3. Phone Number *

719 207 3422

4. Mailing Address *

1239 D Street Salida, CO 81201

5. Start date desired *

5/23/2024 

6. Start time desired (please include set-up and load-in time) *

10am Thursday

7. End date desired *

5/24/2024 

8. End time desired (please include clean-up time) *

11pm Friday

9. Desired location: *

- Riverside Park
- Alpine Park
- Centennial Park Pavilion
- Chisholm Park Indoor Pavilion
- Marvin Park Field 1, 2, 3, or 4 (for baseball, softball, kickball, or other use)
- Thonoff Park
- Crestone Mesa Park Pavilion
- Trailside Park
- Skatepark at Centennial Park
- Centennial Park Courts (for Tennis/Pickleball)
- Whitewater Park
- South Ark Neighborhood (previously known as Vandaveer Ranch)
- F Street (for parades, foot races, bike races)
- Another street in Salida
- "S" Mountain
- Monarch Spur Trail
- Other trail on City of Salida property
- Boatramp
- Other

10. If you have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system. *

If not, please create an account here: <https://app.amilia.com/en/Login?ReturnUrl=https%3a%2f%2fapp.amilia.com%2fError%2f404>

11. Event/Activity Name *

12. Are you requesting on behalf of an organization? *

- Yes
- No

13. Please include the Mission Statement (maximum of 2-3 sentences). NOTE: this statement will be used as the event's description for the Council Memo Cover Letter. *

14. Is the organization a nonprofit 501 (c)(3), (19) or (23)? *

- Yes
- No
- N/A

15. What type of event are you requesting? *

- Private event: by invitation only, ex: celebration/birthday party (14 days notice)
- Public Event: Free and open to the public, ex: concerts/festivals (60-90 days notice)
- Closing a Public right of way (parade) : street, sidewalk, other. (30 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Sports Tournament (30 days notice)
- Race: A race event that can include walking, running, biking, etc. (60 days notice)
- Assembly/First Amendment Activity (recommended 3 business days notice)
- Commercial activity: any activity that has paying participants - classes, camps, tours, etc. (60 days notice)

16. A \$100 processing fee will be applied to all events except private park rentals. *

Type your name to demonstrate understanding

17. Do you need water access? *

\$30 for 1 to 7 days - Chisolm Park and Centennial pavilion exempt

- Yes
- No

18. Do you need electrical service? *

\$30 for 1 to 7 days - Chisolm Park and Centennial pavilion exempt

- Yes
- No

Waste and Emergency management

19. Will there be more than 50 people attending your event over the entire timeframe of the event? *

- Yes
- No

20. Estimated number of attendees *

21. What Portlet Service will you be using?

1 additional portalet is required for every 50 people. Existing restrooms do NOT apply. *

22. The State Health Department recommendations 1 hand washing station per 5 every portlets *

23. What Trash service will you be using?
1 additional trash can is required for every 50 people. Existing trash cans do NOT apply. *

Chaffee County Waste

24. Who is your emergency response contact? *
Who can be called if there is an emergency during your event?

Me, Jill Davis

25. Emergency Contacts Phone # *

719 207 3422, 719 207 3482

26. If your event needs to be "evacuated", where will you evacuate attendees? *
Lightning, Wind, Acts of aggression, etc.

Local businesses

27. How will you communicate your evacuation to attendees? *

- PA system
- Stage microphone
- Bull horn
- Loud voice

28. Please upload proof of insurance with the "City of Salida" listed as additionally insured for \$1,000,000 to the link below. *
2024 Special event uploads

https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Eg8bIXXtthZEtD9VdK1KR20BxPfsqEo_3c1cfayY2Pp2vw

- Proof of insurance uploaded
- Proof of NOT uploaded

Food and alcohol

29. Will alcohol be served?

- Yes
- No

30. State law requires that special events apply for a liquor license and that application be posted in the location of the event 90 days prior to the event. Download the following application:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/5_special_events_liquor_license_application.pdf

Please complete it and it upload it to the link below.

https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Eg8bIXXtthZEtD9VdK1KR20BxPfsqEo_3c1cfayY2Pp2vw

- Application has been uploaded
- Application have NOT been uploaded

31. Will food or merchandise be available from an outside vendor? *

- Yes
- No

Amplified Sound

Chapter 10, Article IX of the Salida Municipal Code (the "Code") establishes regulations and standards for noise within the City of Salida (the "City") to reduce and eliminate unnecessary and 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.

32. Will there be amplified sound at your event? *

- Yes
- No
- Maybe

33. Type of noise *

- Live music
- Parade
- Lecture
- Ceremony
- Other

34. Type of Sound Amplification Equipment: *

- Speakers
- Bull horn
- Megaphone

35. As the applicant for this noise permit, I hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set 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.

Enter your name below to verify your understanding of this statement. *

Right of way closure

36. Are any streets, parking spaces, sidewalks, or other right-of-way closures required for your event? *

This includes blocking public parking spaces for food trucks, bands, etc.

There is a \$100 Right of Way closure fee.

Yes

No

Security/Law enforcement

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

37. Will you require any liquor boundary enforcement, traffic control, security or law enforcement services specific to your event? *

Yes

No

Parking

Please consider parking for your event.

38. Will people be driving to your event? *

Yes

No

39. Where is attendees park for your event? *

Street

Parking lot

Other

Fencing

Options for fencing

40. Will you be fencing your event? *

There is a flat fee of \$100 for fencing delivered to the event site.

A liquor license requires fencing or another delineation of the alcohol service area.

Yes

No

41. Please select your preferred fencing option based on the options available at the hyperlink: https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Ekin2ljxMT88LOAxaiUdpWcBgmqklkOJybS6GXjJfBfWQg?e=IbbBxB or submit a unique map here:

https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Eg8bIXtjhZEtD9VdK1KR20BxPfsqEo_3cicfavY2Pp2vw

- Large
- Medium
- Small stage
- Small shade

Final Agreement

42. By typing your name below, you agree the the contract terms at the link below. *

https://cityofsalida-my.sharepoint.com/:fb/p/diesel_post/EdQGz17hYhLmOJzqZ6vGNqBNKIUefN4Op2HDPNhGY92Ow?e=TmmUSh

Trevor Davis

OFFICE USE ONLY

Parks and Recreation: _____
Comments:

Public Work: _____
Comments:

Arts and Culture: _____
Comments:

Police: _____
Comments:

Fire: _____
Comments:

Administration: _____
Comments:

SPECIAL EVENT MEMO

Item 6.

SPECIAL EVENT Heart of the Rockies Rampage	PRESENTED BY Parks & Recreation	DATE May 7, 2024
--	---	----------------------------

ITEM:
Consent Agenda
Council Action – Approve the Consent agenda.



- Check all that apply:**
- Code Violation
 - Liquor License
 - Vendor(s)
 - Amplified Sound
 - Street Closure: Parade
 - Street Closure: Rolling Barricade
 - Street Closure: Other
 - Profit from public asset
 - Park Rental
 - Trail/Path Use
 - Filming

Event Date(s): July 19 & 20, 2024

Location: Centennial Park

Event Mission Statement: Chaffee County Community Foundation acts as a Catalyst to inspire positive change through the power of philanthropy to enrich the lives of all people in Chaffee County.

Department Approvals

Parks & Recreation

Comments: _____
Signature: [Signature] Date: 5/2/24

Public Works

Comments: NA
Signature: [Signature] Date: 5/2/24

Arts & Culture

Comments: _____
Signature: [Signature] Date: 5/2/2024

Police

Comments: _____
Signature: [Signature] Date: 05-02-24

Fire

Comments: _____
Signature: [Signature] Date: 5-2-24

Chaffee County Public Health

Comments: _____
Signature: [Signature] Date: 5/2/24

Administration

Comments: _____
Signature: [Signature] Date: 5/2/24

City Clerk

Comments: need liq. permit, multi vendor permit, amp sound permit
Signature: [Signature] Date: 5/2/24

Sustainability/PIO

Comments: _____
Signature: [Signature] Date: 05/02/24



April 24, 2024
Salida City Council
448 E First Street, Suite 112
Salida, CO 81201

Dear Councilors:

We are reaching out in reference to the Heart of the Rockies Rampage event that is planned for July 19 & 20, 2024. This event is a world class skateboarding competition for kids and amateurs, all the way up to masters and pros. Being the third annual event of this kind happening in our new skatepark facility, Chaffee County Community Foundation (CCCF) is honored to be the fiscal sponsor of the Heart of the Rockies Rampage to ensure success on all levels - fun and safe events for the athletes and spectators, food vendors to make sure our guests have on-site opportunity to fuel themselves, a beer garden for adults to consume in a safe and controlled environment, and vendors offering merchandise appropriate and interesting to the skateboarding community.

We are so proud to yet again be fulfilling one of the goals that Friends of Salida Skateparks had as they dreamed of and planned for the completion of the Centennial Park skatepark: to host world class skate events for people of all ages!

In addition to CCCF, Heart of the Rockies Rampage has support from a multitude of local businesses, as well as various worldwide companies. Some of the event sponsors include Sundry Salida, Woodland Motel, Never Summer Industries, Collegiate Peaks, Triple8/187, Ska Brewing, Old Bones Therapy. Heart of the Rockies Rampage is fiscally sponsored by the Chaffee County Community Foundation, a Colorado 501c3 (EIN 26-4605574).

In addition to enhancing this classic event, Heart of the Rockies Rampage will bring a new culture to our community by providing the local skateboarding world, both young and old, an opportunity to be proud of their sport, continue to learn and grow their physical abilities and maintain healthy lifestyles, and bring a diversity to the culture of our small mountain town. This event will put Salida on the global map as a must-see destination to visit, therefore contributing to the economy of the city, its local businesses, and our government agencies.

We are hoping to gain the support of the City Council in the form of approval of the event, marketing through word-of-mouth, and perhaps by stopping by to see the amazing talent coming to our community. Can't wait to see you there!

Sincerely,

Betsy Dittenber
Executive Director
Chaffee County Community Foundation

Derek Scott
Steering Committee
Heart of the Rockies Rampage

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 6.

**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 checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input 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
Chaffee County Community Foundation

State Sales Tax Number (Required)
98188004

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
**PO Box 492
 Buena Vista, CO 81211**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
**1695-1699 Holman Ave
 Salida, CO 81201**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES /SECY OF ORG or POLITICAL CANDIDATE Wendy Hall			
5. EVENT MANAGER Betsy Dittenber			

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	Date	Date	Date	Date
7/19/2024	7/20/2024			
Hours From 7 am .m. To 7 pm .m.	Hours From 7 am .m. To 7 pm .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .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 Executive Director	DATE 1/30/2024
-----------	-----------------------------	-------------------

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.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION
Chaffee County Community Foundation
410 W. Rainbow Blvd
Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	7/19/24	8:00am		7/20/24	7:00pm

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 7th of May, 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Chaffee County Community Foundation

is a

Nonprofit Corporation

formed or registered on 08/28/2006 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 20061352655 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/29/2024 that have been posted, and by documents delivered to this office electronically through 01/31/2024 @ 09:05:11 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/31/2024 @ 09:05:11 in accordance with applicable law. This certificate is assigned Confirmation Number 15708979 .



Jena Griswold

Secretary of State of the State of Colorado

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

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OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO CERTIFICATE OF REGISTRATION

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

CHAFFEE COUNTY COMMUNITY FOUNDATION

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20193008219.

The status of its registration is **Good**, and this status has been in effect since 07/31/2023.

The organization's registration expires on 08/15/2024.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 12/11/2023.

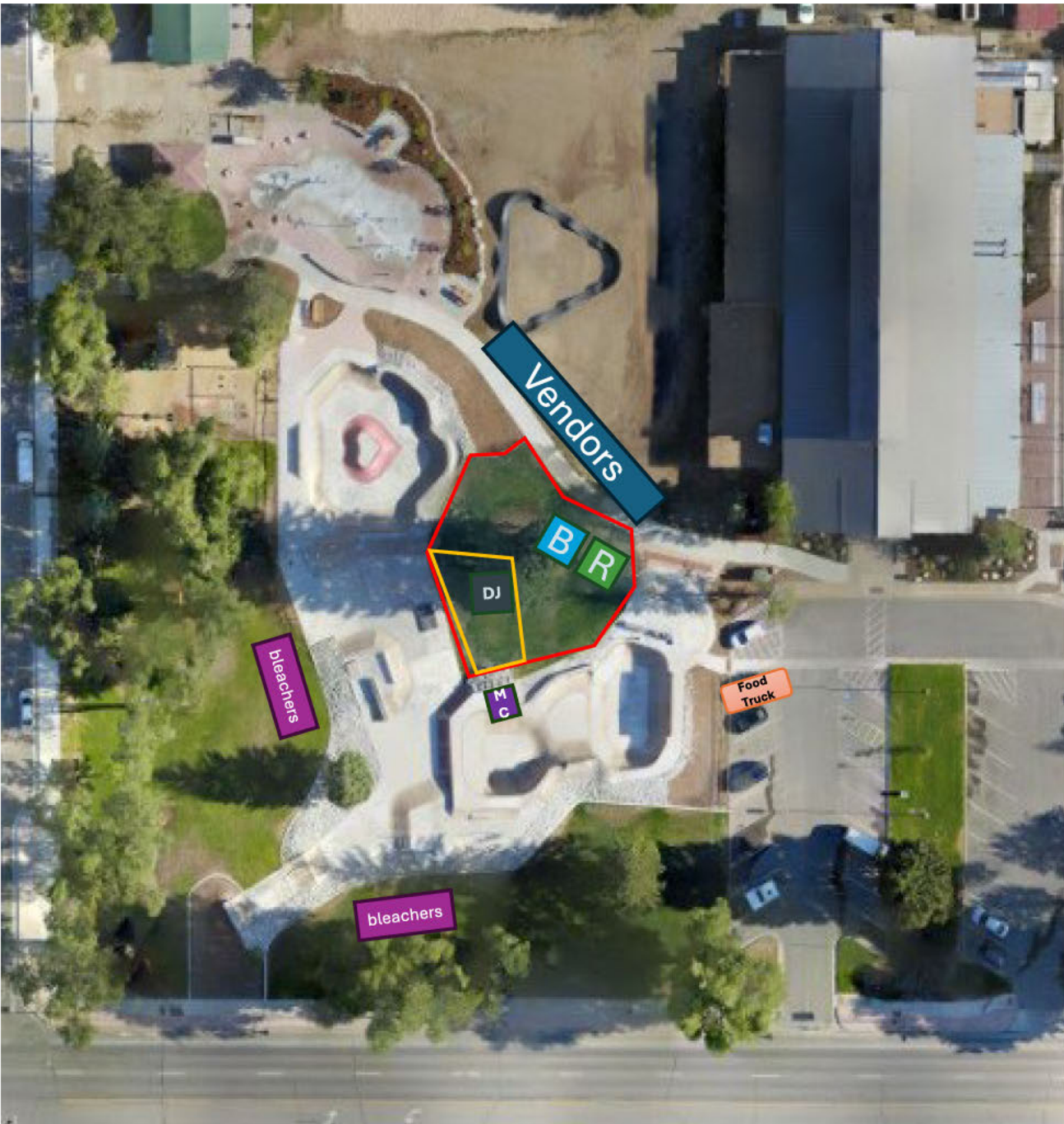
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 12-11-2023 07:11:08



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.



Legend

R = Registration Tent

B = Beer Tent

**M
C** = MC Tent

DJ = DJ Tent

— = Liquor Boundary

— = VIP Section Boundary

[View results](#)

Respondent

4 Anonymous

09:33

Time to complete

1. Contact Name *

Betsy Dittenber

2. If you are requesting on behalf of an organization, is it a nonprofit 501 (c)(3), (19) or (23)? *

- Yes
- No
- N/A

3. Email *

betsy@chaffeecommunity.org

4. Phone Number *

719-204-4565

5. Mailing Address *

PO Box 492, Buena Vista, CO 81211-0492

6. Event/Activity Name *

Heart of the Rockies Rampage

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

Skateboarding Competition

8. If you have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system. *

If not, please create an account here: <https://app.amilia.com/en/Login?ReturnUrl=https%3a%2f%2fapp.amilia.com%2fError%2f404>

Chaffee County Community Foundation

9. A \$100 application fee will be added to all Special Event invoices. *

Type your name to demonstrate understanding

Betsy Dittenber

10. Start date desired *

7/19/2024



11. Start time desired (please include set-up and load-in time) *

7 am

12. End date desired *

7/20/2024



13. End time desired (please include clean-up time) *

7 pm

14. What type of event are you requesting? *

- Private event: by invitation only, ex: celebration/birthday party (14 days notice)
- Public Event: Free and open to the public, ex: concerts/festivals (60-90 days notice)
- Closing a Public right of way (parade) : street, sidewalk, other. (30 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Sports Tournament (30 days notice)
- Race: A race event that can include walking, running, biking, etc. (60 days notice)
- Assembly/First Amendment Activity (recommended 3 business days notice)
- Commercial activity: any activity that has paying participants - classes, camps, tours, etc. (60 days notice)

15. Do you need electrical service? *

\$30 for 1 to 7 days

- Yes
- No

16. Do you need water access? *

\$30 for 1 to 7 days

- Yes
- No

Waste and Emergency management

17. Will there be more than 50 people attending your event over the entire timeframe of the event? *

- Yes
- No

18. Estimated number of attendees *

19. What Portlet Service will you be using?

1 additional portalet is required for every 50 people. Existing restrooms do NOT apply. *

20. What Trash service will you be using?

1 additional trash can is required for every 50 people. Existing trash cans do NOT apply. *

21. Who is your emergency response contact? *

Who can be called if there is an emergency during your event?

22. Emergency Contacts Phone # *

23. If your event needs to be "evacuated", where will you evacuate attendees? *

Lightning, Wind, Acts of aggression, etc.

A safe place away from danger within the park, send attendees home, into personal vehicles as appropriate per the evacuation need

24. How will you communicate your evacuation to attendees? *

- PA system
- Stage microphone
- Bull horn
- Loud voice

25. Please upload proof of insurance with the "City of Salida" listed as additionally insured for \$1,000,000 to the link below: *

2024 Special event uploads

https://cityofsalida-my.sharepoint.com/f/p/diesel_post/Eg8bXXtjhZEtd9VdK1KR20BxPfsGfo_3clcfayY2Pp2vw

- Proof of insurance uploaded
- Proof of NOT uploaded

Food and alcohol

26. Will alcohol be served?

- Yes
- No

27. State law requires that special events apply for a liquor license and that application be posted in the location of the event 90 days prior to the event. Download the following application:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/5_special_events_liquor_license_application.pdf

complete it and it upload it to the link below

https://cityofsalida-my.sharepoint.com/f/p/diesel_post/Eg8bXXtjhZEtd9VdK1KR20BxPfsGfo_3clcfayY2Pp2vw

- Application has been uploaded
- Application have NOT been uploaded

28. Will food or merchandise be available from an outside vendor? *

- Yes
- No

29. How many vendors will be present? *

- Single
- Multiple

30. Is the list of vendors finalized? *

- Yes
- No

31. There is a \$75 multi-vendor fee due prior to the event and a \$20 per vendor fee that is due 1 week after the event *

Once the vendor list is finalized, it must be uploaded to the link below with the name and tax ID#

Fees will be charged to the SmartRec account.

https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Eg8bXXtjhZEtd9VdK1KR20BxPfsGfo_3clcfayY2Pp2vw

- Vendor list uploaded
- Vendor list NOT uploaded

Amplified Sound

Chapter 10, Article IX of the Salida Municipal Code (the "Code") establishes regulations and standards for noise within the City of Salida (the "City") to reduce and eliminate unnecessary and 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.

32. Will there be amplified sound at your event? *

- Yes
- No
- Maybe

33. Type of noise *

- Live music
- Parade
- Lecture
- Ceremony
- DJ/Announcements

34. Type of Sound Amplification Equipment: *

- Speakers
- Bull horn
- Megaphone

35. As the applicant for this noise permit, I hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set 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.

Enter your name below to verify your understanding of this statement. *

Right of way closure

36. Are any streets, parking spaces, sidewalks, or other right-of-way closures required for your event? *

This includes blocking public parking spaces for food trucks, bands, etc.

There is a \$100 Right of Way closure fee.

- Yes
- No

Security/Law enforcement

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

37. Will you require any security or law enforcement services specific to your event? *

- Yes
- No

38. What is the need for security or law enforcement? *

- Event security
- Crowd control
- Parking direction
- Trail crossing
- Traffic Control
- Other

Parking

Please consider parking for your event.

39. Will people be driving to your event? *

- Yes
- No

40. Where is attendees park for your event? *

- Street
- Parking lot
- Other

Fencing

41. Will you be fencing your event *

There is a flat fee of \$100 for fencing delivered to the event site.

A liquor license requires fencing or another delineation of the alcohol service area.

Yes

No

42. Please select your preferred fencing option based on the options available at the hyperlink: https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Ekin2ljxMT88LOAxaiUdpWcBgmqkIkOJybS6GXjJfBfW0g?e=lbbBxB

or submit a unique map here:

https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Eg8bIXXtihZEtD9VdK1KR20BxPfsGfo_3clcfayY2Pp2vw

Large

Medium

Small stage

Small shade

Final Agreement

43. By typing your name below, you agree the the contract terms at the link below. *

https://cityofsalida-my.sharepoint.com/:b/p/diesel_post/EdOGz1j7hYhLmOlzqZ6yGNgBNKIUefN4Oq2tDPNhGY92Ow?e=TmmUSh

Betsy Dittenber

OFFICE USE ONLY

Parks and Recreation: _____
Comments:

Public Work: _____
Comments:

Arts and Culture: _____
Comments:

Police: _____
Comments:

Fire: _____
Comments:

Administration: _____
Comments:



City of Salida

Multiple Vendor Event Permit Application

Date of Application: 5/2/24

Event Name: Heart of the Rockies Rampage

Event Location(s): Centennial Park Skatepark

Date(s) & Time(s) of Event: July 19 & 20, 2024, 8am – 6pm

Individual or Organization Sponsor(s): Chaffe County Community Foundation

Address: PO Box 492, Buena Vista, CO 81211

Phone: 719-204-5107

Email: betsy@chaffeecommunity.org

Contact Person: Maggie Clark

Phone: 719-458-4354_

Email: Maggie.clark@cityofsalida.com

Participating Vendors *NOTE: It is required that you provide a copy of the current state license for each vendor.*

TBD

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



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

Is a Copy of Insurance Attached? (Yes or No) _____

Required Fees & Checklist:

- \$75 Application Fee
- \$20 per participating vendor. Number of Vendors _____ x \$20 = _____
- Current Colorado Sales Tax License for each participating vendor
- Proof of Insurance

Please Sign

Event Sponsor: _____ Date: _____

City of Salida: _____ Date: _____

The Memorial Day Parade will consist of 20-30 entities, staging at Alpine Park around 1:00pm. The parade will start at 2pm and will run down F St with the Salida Police Department leading, as well as facilitating the rolling barricade. The parade will end at Riverside Park, where there will be a brief, 15-minute ceremony.

SPECIAL EVENT MEMO

Item 7.

SPECIAL EVENT Memorial Day Parade	PRESENTED BY Parks & Recreation	DATE
---	---	-------------

ITEM:

Consent Agenda
Council Action – Approve the Consent agenda.



Check all that apply:

- Amplified Sound
- Liquor License
- Vendor(s)
- Street Closure (parade)
- Code Violation

Event Date(s): May 27, 2024

Location: Rolling Parade on F St, ceremony at Riverside Park

Event Mission Statement: To provide training and support for all military and community personnel.

Department Approvals

Parks & Recreation

Monitor Restroom usage this year.

Comments: _____
Signature: *[Signature]* Date: *4/4/24*

Public Works

none

Comments: _____
Signature: *[Signature]* Date: *4/4/24*

Arts & Culture

None

Comments: _____
Signature: *Patrick O'Brien* Date: *4/4/24*

Police

2 vehicle participation

Comments: _____
Signature: *[Signature]* Date: *04/04/24*

Fire

NONE

Comments: _____
Signature: *[Signature]* Date: *4/4/24*

Chaffee County Public Health

Comments: _____
Signature: *[Signature]* Date: *4/4/24*

Administration

Comments: _____
Signature: *Christy Doon* Date: *4/4/24*

City Clerk

Comments: _____
Signature: *[Signature]* Date: *04/04/24*

Sustainability/PIO

hand out candy

Comments: _____
Signature: *[Signature]* Date: *04/04/24*

[View results](#)

Respondent
26 Anonymous

15:41
Time to complete

1. Contact Name *

Dennis Hunter

2. Email *

dennis@dhunterinc.com

3. Phone Number *

303-884-2934

4. Mailing Address *

122 C Street Salida, Co 81201

5. Event/Activity Name *

Memorial Day Veterans Parade

6. Start date desired *

5/27/2024



7. Start time desired (please include set-up and load-in time) *

2:00 PM

8. End date desired *

5/27/2024



9. End time desired (please include clean-up time) *

5:00 PM

10. Desired location: *

- Riverside Park
- Alpine Park
- Centennial Park Pavilion
- Chisholm Park Indoor Pavilion
- Marvin Park Field 1, 2, 3, or 4 (for baseball, softball, kickball, or other use)
- Thonoff Park
- Crestone Mesa Park Pavilion
- Trailside Park
- Skatepark at Centennial Park
- Centennial Park Courts (for Tennis/Pickleball)
- Whitewater Park
- South Ark Neighborhood (previously known as Vandaveer Ranch)
- F Street (for parades, foot races, bike races)
- Another street in Salida
- "S" Mountain
- Monarch Spur Trail
- Other trail on City of Salida property
- Boatramp
- Other

Item 7.

11. If you have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system. *

If not, please create an account here: <https://app.amilia.com/en/Login>

American Legion Post 64

12. Are you requesting on behalf of an organization? *

- Yes
- No

13. Please include the Mission Statement (maximum of 2-3 sentences). NOTE: this statement will be used as the event's description for the Council Memo Cover Letter. *

Provide training and support of all military and community personnel

14. Is the organization a nonprofit 501 (c)(3), (19) or (23)? *

- Yes
- No
- N/A

15. What type of event are you requesting? *

Item 7.

- Private event: by invitation only, ex: celebration/birthday party (14 days notice)
- Public Event: Free and open to the public, ex: concerts/festivals (60-90 days notice)
- Closing a Public right of way (parade) : street, sidewalk, other. (30 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Sports activity: practices, games, tournaments (30 days notice)
- Race: A race event that can include walking, running, biking, etc. (60 days notice)
- Assembly/First Amendment Activity (recommended 3 business days notice)
- Special use commercial activity: any activity that has paying participants - classes, camps, tours, etc. (60 days notice)

16. A \$100 processing fee will be applied to all events except private park rentals. *

Type your name to demonstrate understanding

Dennis Hunter

17. Do you need water access? *

\$30 for 1 to 7 days - Chisolm Park and Centennial pavilion exempt

- Yes
- No

18. Do you need electrical service? *

\$30 for 1 to 7 days - Chisolm Park and Centennial pavilion exempt

- Yes
- No

Waste and Emergency management

19. Will there be more than 50 people attending your event over the entire timeframe of the event? *

- Yes
- No

20. Estimated number of attendees *

90-100

21. What Portlet Service will you be using?

1 additional portalet is required for every 50 people. Existing restrooms do NOT apply. *

None

22. The State Health Department recommendations 1 hand washing station per 5 every portlets.

Type your name to demonstrate understanding *

None

23. What Trash service will you be using?
1 additional trash can is required for every 50 people. Existing trash cans do NOT apply. *

Item 7.

None

24. Who is your emergency response contact? *

Who can be called if there is an emergency during your event?

Leisl Hammond

25. Emergency Contacts Phone # *

719-239-4678

26. If your event needs to be "evacuated", where will you evacuate attendees? *

Lightning, Wind, Acts of aggression, etc.

All personal cars and trucks

27. How will you communicate your evacuation to attendees? *

PA system

Stage microphone

Bull horn

Loud voice

28. Please upload proof of insurance with the "City of Salida" listed as additionally insured for \$1,000,000 to the link below: *

2024 Special event uploads

https://cityofsalida-my.sharepoint.com/:f/p/diesel_post/Eg8blXXtihZEtD9VdK1KR20BxPfgFo_3clcfayY2Pp2vw

Proof of insurance uploaded

Proof of NOT uploaded

Food and alcohol

29. Do you request that alcohol be sold or available at your event? *

Yes

No

30. Will food be available from an outside vendor? *

Yes

No

31. Will merchandise be available from an outside vendor? *

Yes

No

Item 7.

32. Will alcohol be served?

Yes

No

Amplified Sound

Chapter 10, Article IX of the Salida Municipal Code (the "Code") establishes regulations and standards for noise within the City of Salida (the "City") to reduce and eliminate unnecessary and 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.

33. Will there be amplified sound at your event? *

Yes

No

Maybe

34. Type of noise *

Live music

Parade

Lecture

Ceremony

Other

35. Type of Sound Amplification Equipment: *

Speakers

Bull horn

Megaphone

36. As the applicant for this noise permit, I hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set 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.

Enter your name below to verify your understanding of this statement. *

Dennis Hunter

Right of way closure

37. Are any streets, parking spaces, sidewalks, or other right-of-way closures required for your event? *

This includes blocking public parking spaces for food trucks, bands, etc.

There is a \$100 Right of Way closure fee.

Yes

No

38. Type of closure: *

Parade

Block party

Race

Block parking spaces

Other

39. How many cones are requested? *

There is a flat fee of \$100 for cones

None - rolling blockcade

40. How many road locations need barricades? *

There is a flat fee of \$100 for up to 50 barricades

Rolling Blockade

41. Address, location or description of the closure (use detail): *

F Street from 3rd to Sackett Ave (Riverside Park)

Security/Law enforcement

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

42. Will you require any liquor boundary enforcement, traffic control, security or law enforcement services specific to your event? *

Yes

No

Parking

Please consider parking for your event.

43. Will people be driving to your event? *

Yes

No

Item 7.

44. Where is attendees park for your event? *

Street

Parking lot

near stage DAV VAN for handicap Vets

Fencing

Options for fencing

45. Will you be fencing your event? *

There is a flat fee of \$100 for fencing delivered to the event site.

A liquor license requires fencing or another delineation of the alcohol service area.

Yes

No

Final Agreement

46. By typing your name below, you agree the the contract terms at the link below. *

https://cityofsalida-my.sharepoint.com/:b/p/diesel_post/EdQGz1jZhYhLmOlzqZ6yGNgBNKIUefN4Oq2tDPNhGY92Ow?e=TmmUSh

Dennis Hunter

Proclamation

Celebrating May 2024 as Asian American Pacific Islander Heritage Month

Whereas, Asian and Pacific Americans have played important and essential roles throughout American and Colorado history; and

Whereas, Salida is committed to being a welcoming and inclusive place where all residents and visitors are safe to live, work, and play; and

Whereas Asian and Pacific Americans have endured and overcome hardship and heartache, contributing in great and significant ways to all aspects of society by creating works of literature and art, thriving as American athletes, prospering in the worlds of academia and entertainment, and contributing to American civil rights movements; and

Whereas, Asian and Pacific Americans have played a vital role in our Nation's economic and technological growth by establishing successful enterprises and pushing the limits of science and healthcare, and along with all of our great service men and women, have defended the United State from threats at home and abroad, serving our Nation with valor; and

Whereas, during Asian and Pacific American Heritage Month, we remember the challenges and celebrate the achievements that define our history; and

Now, therefore, the Salida City County does hereby proclaim and declare the month of May as Asian American Pacific Islander Heritage Month in Salida, Colorado and further encourages all Salidans to observe this month with appropriate programs, ceremonies and activities.

Dan Shore, Mayor

Date: May 7, 2024



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Kristi Jefferson - City Clerk	DATE May 7, 2024
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ITEM

New Tavern Liquor License request for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 ½ W. Highway 50.

BACKGROUND

A new Colorado Tavern Liquor License application was filed with the City Clerk on February 25, 2024. The Notice of Public Hearing was published on March 22, 2024 and the premises was posted on April 25, 2025.

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

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

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 ½ W. Highway 50.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Tavern Liquor License request for Rocky Mountain Clubhouse LLC dba Rocky Mountain Clubhouse at 413 ½ W. Highway 50.” followed by a second and roll call vote.

DR 8404 (07/07/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

Uploaded to Date
MoveIt on

* Note that the Division will not accept cash Paid by check Paid online

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
Rocky Mountain Clubhouse LLC FEIN Number

2a. Trade Name of Establishment (DBA) State Sales Tax Number
Rocky Mountain Clubhouse 96030039 Business telephone
708-927-8173

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
413 1/2 Rainbow Boulevard

City County State ZIP Code
Salida Chaffee CO 81201

4. Mailing Address (Number and Street) City or Town State ZIP Code
413 1/2 Rainbow Boulevard Salida CO 81201

5. Email Address
mike@rockymountainclubhouse.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees* **Section B (Cont.) Liquor License Fees***

- | | |
|--|--|
| <input type="checkbox"/> Application Fee for New License\$1,100.00
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00
<input type="checkbox"/> Application Fee for Transfer\$1,100.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
<input type="checkbox"/> Manager Registration - H & R\$30.00
<input type="checkbox"/> Manager Registration - Tavern\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input checked="" type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Tavern License (County)\$500.00
<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |
|--|--|

Section B Liquor License Fees*

- | | |
|---|--|
| <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00
<input type="checkbox"/> Arts License (City)\$308.75
<input type="checkbox"/> Arts License (County)\$308.75
<input type="checkbox"/> Beer and Wine License (City).....\$351.25
<input type="checkbox"/> Beer and Wine License (County).....\$436.25
<input type="checkbox"/> Brew Pub License (City)\$750.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00
<input type="checkbox"/> Club License (City)\$308.75
<input type="checkbox"/> Club License (County)\$308.75
<input type="checkbox"/> Distillery Pub License (City).....\$750.00
<input type="checkbox"/> Distillery Pub License (County)\$750.00
<input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 | <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
<input type="checkbox"/> Manager Registration - H & R\$30.00
<input type="checkbox"/> Manager Registration - Tavern\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input checked="" type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Tavern License (County)\$500.00
<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |
|---|--|

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input checked="" type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Ronald A & Carole G Stowell Living Trust	Rocky Mountain Clubhouse LLC	02/14/2025		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input type="checkbox"/>		
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name	Type of License	Account Number		
<p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p>a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/></p> <p>If "yes" a copy of license must be attached.</p>				
<p>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No</p> <p>a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/></p> <p>b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/></p> <p>c. How long has the club been incorporated?</p> <p>d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/></p>				
<p>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: Yes No</p> <p>a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/></p>				
<p>22. Campus Liquor Complex applicants answer the following: Yes No</p> <p>a. Is the applicant an institution of higher education? <input type="checkbox"/> <input type="checkbox"/></p> <p>b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input type="checkbox"/></p> <p>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</p>				
<p>23. For all on-premises applicants.</p> <p>a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.</p>				
Last Name of Manager		First Name of Manager		
De Runtz		Michael		
<p>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No</p> <p>a. Is the related facility located within the boundaries of the Campus Liquor Complex? <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, please provide a map of the geographical location within the Campus Liquor Complex.</p> <p>If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.</p> <p>b. Designated Manager for Related Facility- Campus Liquor Complex</p>				
Last Name of Manager		First Name of Manager		
<p>26. Tax Information. Yes No</p> <p>a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</p>				
Name	Home Address, City & State	DOB	Position	%Owned
Michael De Runtz			Owner	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
<p>Oath Of Applicant</p> <p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature <i>MDR</i>	Printed Name and Title Michael De Runtz, Owner	Date 2/25/2024
<p>Report and Approval of Local Licensing Authority (City/County)</p>		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
<p>For Transfer Applications Only - Is the license being transferred valid?</p>		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p>		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS OF
COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, Rocky Mountain Clubhouse LLC, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 413 ½ Rainbow Blvd, Salida, CO 81201. A hearing on the application received February 25, 2024 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, May 7th. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

Kristi Jefferson, City Clerk
Premises Posted by April 25, 2024
Published in The Mountain Mail March 22, 2024

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Rocky Mountain Clubhouse, LLC - DBA Rocky Mountain Clubhouse

413 1/2 W. Highway 50

Salida, CO 81201

HAS REQUESTED THE LICENSING OFFICIALS OF City of Salida
TO Approve a new Tavern Liquor License
LICENSE AT: 413 1/2 W. Highway 50, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 119, Salida, CO 81201

TIME AND DATE: May 07, 2024

DATE OF APPLICATION: February 25, 2024

BY ORDER OF: City of Salida

OFFICERS: Michael De Runtz

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED



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,

Rocky Mountain Clubhouse LLC

is a

Limited Liability Company

formed or registered on 01/29/2024 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 20241130566 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2024 that have been posted, and by documents delivered to this office electronically through 01/29/2024 @ 20:01:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/29/2024 @ 20:01:32 in accordance with applicable law. This certificate is assigned Confirmation Number 15703591 .

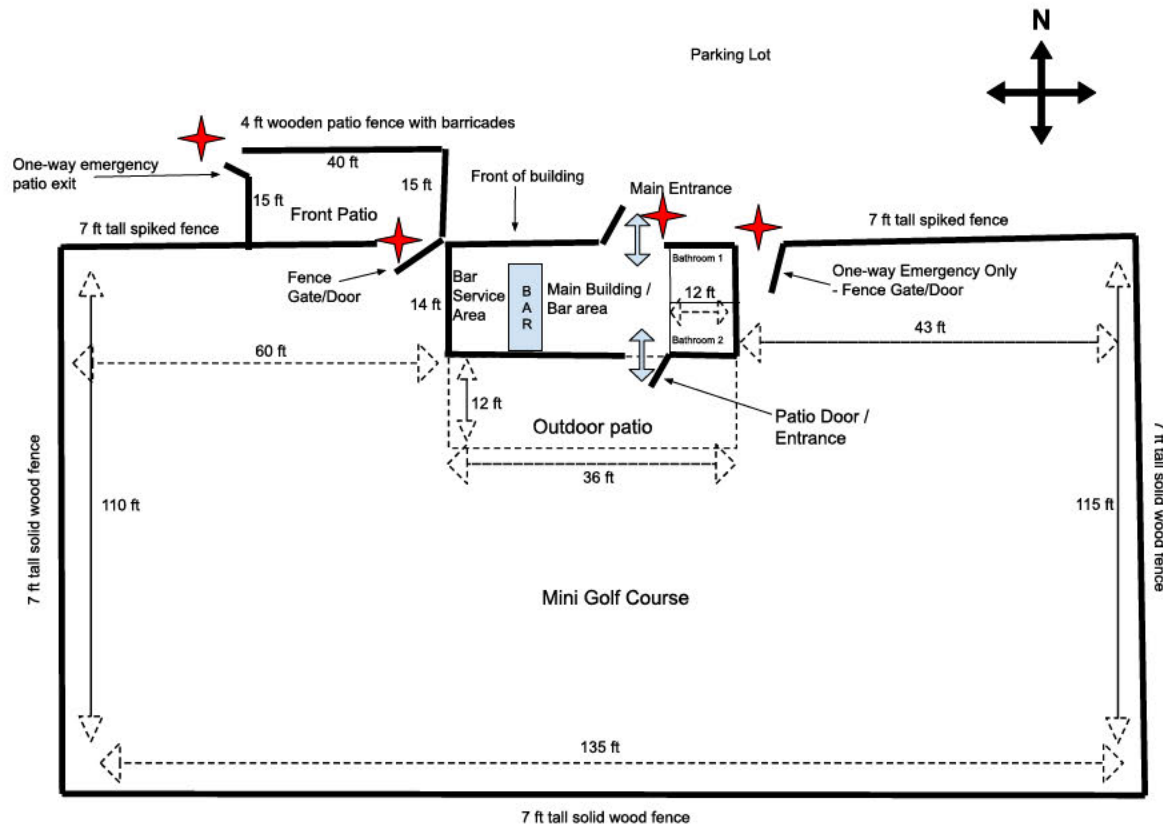



Jena Griswold

Secretary of State of the State of Colorado

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

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



 = Emergency Exit

Licensed premises in BOLD outline

Arrows and labels indicating dimensions

2 Building Entryways: Main Entrance and Patio Entrance

2 Fence Entryways: East is Emergency Exit Only; West is open access to Front Patio with additional Emergency Exit Only from the Front Patio

No Kitchen

1 floor only

Main Building / Bar Area with 8-12 seats. All alcohol sales will occur at the main bar.

Outdoor patio with 20 seats, fully enclosed within premises

Sidewalk patio with 18 seats, fully enclosed within premises

COMMERCIAL LEASE AGREEMENT

THIS LEASE, is made and entered into this 14th day of February, 2024, by and between the Ronald A & Carole G Stowell Living Trust ("Landlord"), and Rocky Mountain Clubhouse LLC ("Tenant").

1. Premises. In consideration of payment of the rent hereinafter provided for and performance of the covenants and agreements of the Tenant hereinafter set forth, the Landlord hereby leases unto the Tenant those premises located at:

Lot 2, "The Bounty" Minor Subdivision, per plat recorded February 27, 2019 as Reception No. 448961, as modified by Boundary Line Agreement recorded January 31, 2022 as Reception No. 477713, City of Salida, County of Chaffee, State of Colorado,

also known by the street address 413 1/2 Rainbow Boulevard, Salida, Colorado 81201 (the "Premises").

2. Term. Tenant may have and hold the Premises with all the appurtenances for a term of one year, commencing at twelve o'clock noon on February 14th, 2024, and terminating upon the earlier of the following events: (i) conveyance of fee ownership of the Premises from Landlord to Tenant, (ii) termination of the January 15, 2024 Contract to Buy and Sell Real Estate (Commercial), as amended, between the parties hereto, (iii) twelve o'clock noon on February 14th, 2025, unless the term shall be sooner terminated as hereinafter provided.

3. Rent. Tenant shall pay to Landlord, as rent for the full term hereunder for the Premises, the sum of [REDACTED] payable in monthly installments on the first day of each month. Installments of rent shall be payable in advance and without notice at by electronic means agreed on in advance by the Landlord, or at [REDACTED], or at such other place as Landlord from time to time designates in writing. Notwithstanding the foregoing, the first installment of rent payable hereunder shall be payable by Tenant concurrently with execution of this Lease. The rental amount for any partial month shall be paid pro rata based on the length of the month in question.

4. Utility Charges. Landlord shall remain the utility account owner for all utilities serving the Premises, but in addition to any other sums to be paid by Tenant, all charges and assessments paid by Landlord for water, sewer, electric, heating, and lighting, that may be levied against the Premises during the term of the Lease shall be reimbursed by Tenant as the same become due and payable.

5. Injury or Damage. Landlord shall not be responsible to the Tenant for loss of property in or from the Premises, or for any damage done to furniture, fixtures or effects therein, however occurring, nor shall the Landlord be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring in or to the Premises or adjacent premises, or other parts of the above Premises than herein demised, or by reason of the negligence or default of the owners or occupants thereof, or any other person, nor liable for any injury or

damage occasioned by defective electrical wiring or the breakage or stoppage of the plumbing or sewerage upon the Premises or upon adjacent premises, whether such breakage or stoppage results from freezing or otherwise.

6. Inspection. Landlord or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. The Landlord shall at all times have the right, at its election, to make such alterations of, changes in, or additions to any adjoining buildings, if any, not leased to the Tenant, as may appear desirable to the Landlord, and to demolish and/or dispose of the adjoining premises as it shall elect, at Landlord's sole expense.

7. Alterations. The Tenant shall not make any alterations in the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

8. Fixtures. Any alterations made on the Premises, including in or to any building or structure located on the Premises (the "Buildings") by the Tenant and any equipment or fixtures built into the Premises by the Tenant shall upon the termination of this Lease become the sole property of the Landlord.

9. Use. It is understood and agreed that the only business to be conducted from the Premises shall be the operation of a minigolf facility. Tenant shall not use the Premises for any other purposes, without the prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises.

10. Maintenance and Repair.

(a) Tenant's Obligation to Maintain and Repair. Tenant covenants to maintain, repair, replace and keep all exterior signage, lighting fixtures and HVAC systems, as well as the interior of the Buildings, and all improvements, fixtures and personal property therein, including, but not limited to, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of bringing into and maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent it applies to Tenants occupying the Premises; and to contract for the same in Tenant's own name. Except in cases of emergency, Tenant shall provide Landlord ten (10) days' advance written notice of the intent to make any repairs to the Premises. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises. Notwithstanding the foregoing, Landlord shall make any necessary repairs to the HVAC system during the six-month period commencing on the date Tenant first occupies the Premises and ending on the same day of the sixth month thereafter.

(b) Landlord's Obligation to Maintain and Repair. So long as Tenant is not in default under the

terms of this Lease, Landlord covenants and agrees to maintain, repair, replace and keep the exterior walls and roof of the Buildings (excluding glass, signage, bay doors, exterior HVAC systems, and lighting), and the driveways and sidewalks located on the Premises, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith; provided, however, that if any repair, replacement, or restoration of any driveway or sidewalk located on the Premises is required as a result of Tenant providing service and/or repair to vehicles other than standard passenger vehicles, all costs and expenses incurred by Landlord in connection therewith shall be payable by Tenant immediately upon written request therefor by Landlord; and provided further that, if any repair, replacement or restoration is necessitated by any act or omission of Tenant, or any of Tenant's officers, employees, agents, guests or invitees, all costs and expenses incurred by Landlord in connection therewith shall be payable by Tenant immediately upon written request therefor by Landlord.

(c) No Abatement for Repairs. Except as provided in Section 16, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Buildings or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. Landlord's Services. So long as Tenant is not in default under the terms of this Lease, Landlord shall furnish the following services:

(a) Subject to Section 4 above, electricity, and water/sewer connections to the Premises.

12. Other Covenants of Tenant.

(a) Compliance with Insurance Requirements. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

(b) No Waste or Impairment of Value. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

(c) No Nuisance, Noxious or Offensive Activity. Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

(d) No Unsightliness. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts,

or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

(e) Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq., and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up-related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Section 12(e). Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Section 12(e), with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 12(e) shall survive the expiration or termination of this Lease.

(f) Restrictions on Signs. Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained by or on behalf of Tenant on the Premises unless such shall be (i) in compliance with all zoning or other applicable regulations of any governmental body or authority having jurisdiction thereof, and (ii) approved in writing, in advance, by Landlord.

(g) Taxes.

(i) Tenant's Taxes. During the term of this Lease, Tenant shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Tenant's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Tenant's business in the Premises.

(ii) Real Property Taxes. Landlord shall pay the amount of any real estate taxes and

assessments for the term of this Lease.

(h) OFAC Compliance. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

13. Condition of the Premises. The taking of possession of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises were in satisfactory condition when possession of the same was taken. Tenant shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

14. Parking. During the term of this Lease, Landlord shall provide to Tenant that number of parking spaces which are required to be provided with respect to the Premises pursuant to the applicable zoning regulations of the City of Salida, Colorado, which in no event shall be less than eighteen (18) parking spaces.

15. Condemnation. If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession shall be taken of the Premises, or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.

16. Casualty. If during the term hereby demised the Premises shall be so injured by fire or other casualty not arising from the fault or negligence of the Tenant, or those in its employ, so that the Premises shall thereby be rendered unfit for use or occupation, then and in such case the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated until the Premises shall have been duly repaired and restored, which work or repair and restoration shall be done with all reasonable diligence. In case the Buildings shall be substantially destroyed so that the Premises cannot be repaired and restored within sixty days, it shall then be optional to either party to cancel this Lease and end the term hereof, and in case of such cancellation the rent shall be paid to the date of such fire or other casualty and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate.

17. Prohibition on Subletting or Assignment. The Tenant agrees that neither the Premises nor any part thereof shall be sublet nor shall this Lease be assigned by the Tenant, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Landlord first having been obtained. The sale of a majority interest of shares in the corporate Tenant shall be considered a prohibited assignment under this Section 17, unless such sale is made to a member of the immediate family

of the present shareholder.

18. Insolvency. It is further agreed between the parties hereto that if the Tenant shall be declared insolvent or bankrupt, or if any assignment of the Tenant's property shall be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice (notice being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder.

19. Tenant's Default. The Tenant will observe and perform in all things the conditions and agreements herein set forth to be observed and performed by the Tenant, and if default be made by the Tenant in payment of said rent, or in any installment or part thereof, or if default in performance of other conditions and agreements be made by the Tenant, and such non-monetary default shall continue for a period of ten days after written notice of such default be given by the Landlord to the Tenant, then in either case, in addition to any other remedy Landlord may have against Tenant, it shall be lawful for the Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.

20. Abandonment and/or Default. If the Tenant shall abandon or vacate the Premises before the end of the term of this Lease or shall suffer the rent to be in arrears, or if Tenant is otherwise in default under this Lease, the Landlord may, at its option and without notice, enter the Premises, remove any sign of the Tenant therefrom and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease, and for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of the Landlord, for the purpose of such re-letting, and, if a sum shall not be realized from such re-letting to equal the monthly rental above stipulated to be paid by the Tenant, the Tenant will pay such deficiency each month upon demand therefor. Landlord shall not be required to relet the subject Premises in order for Tenant to be liable for continuing obligations under the Lease, in the event that the Tenant violates any of the terms and conditions hereof.

21. Lien. The Landlord shall have at all times a valid lien for all rentals due hereunder from the Tenant upon all of the personal property of the Tenant situate in the Premises, and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.

22. Remedies Cumulative. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

23. Condition of Premises at End of Term. The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear.

24. Holding Over. It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1st day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 24 shall be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof.

25. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of the Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.

26. Insurance. During the term of this Lease, Tenant shall:

(a) be responsible for obtaining fire insurance in an amount sufficient to fully cover Tenant's improvements, fixtures and property in the Premises which are not owned by Landlord and Landlord shall have no responsibility to obtain such insurance; and

(b) maintain at its own expense, liability insurance, with Landlord named as an additional insured, against claims for death, personal injury and property damage in or about the Premises, in an amount not less than \$1,000,000.00 for death, illness or injury to one or more persons, and \$1,000,000.00 for property damage, in respect of each occurrence.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, shall require at least 15 days written notice to Landlord of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Landlord and all individuals and entities for whom Landlord is responsible in law. Tenant shall deliver to Landlord, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Landlord that all premiums thereof have been paid and that the policies are in full force and effect.

27. Successors. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

28. General Provisions:

(a) Attorney Fees. In the event of a default by either party under the terms of this Lease, then the non-defaulting party shall be entitled to reimbursement of all reasonable costs incurred in efforts to enforce the terms of this Lease and/or collect monies owed under the Lease, including but not limited to the non-defaulting party's reasonable attorney fees.

(b) Late Charges. In the event Tenant fails to timely pay any installment of monies as required under this Lease, then and in such event Landlord shall be entitled to collect a late fee of five percent (5%) of any such installment not paid within five days of the due date.

(c) Memorandum of Lease. Tenant agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

(d) Brokerage Fees. Landlord shall have no liability for any brokerage or finder's fees as a result of entering into this Lease. Tenant has agreed to pay promptly all such fees, if any, incurred.

(e) Guarantee. Landlord would not enter into this Lease or lease the Premises to Tenant without the guarantee by Tenant's owners that Tenant will comply with and perform Tenant's covenants hereunder. Accordingly, simultaneously with execution of this Lease, Tenant shall cause a guarantee in the form attached hereto as Exhibit A to be executed and delivered to Landlord, which shall be made part hereof.

(f) Time of the Essence. The parties hereto agree that time is of the essence of this Lease.

(g) Exclusive Venue. The parties hereto agree that the sole and exclusive venue for any dispute arising out of, or relating to this Lease, or Tenant's occupancy of the Premises, shall be the Colorado District Court for the County of Chaffee, State of Colorado, and the parties consent to jurisdiction in such venue.

(h) Governing Law. This Lease shall be governed by the laws of the State of Colorado without regard to conflicts of laws principles thereof.

(i) Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS GUARANTY.

(j) The Parties represent and warrant that they have not been induced into signing this Lease by any warranty, representation, promise, covenant or agreement made by or on behalf of any party or other party, other than is specifically set forth in this Lease. The Parties represent that they have relied on the legal counsel of their respective attorneys, who are the attorneys of their own choice, and that the terms of this Lease have been jointly negotiated, completely read, and explained to them by their respective attorneys, and that those terms are fully understood and voluntarily accepted.

(k) Invalidity. A determination that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(l) Amendment. Any amendments or modifications to this Lease, in order to be effective, shall be in writing and executed by Landlord and Tenant.

29. Landlord's Assignment. Landlord may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.

30. Estoppel. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Landlord, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Tenant's lease and occupancy of the Premises reasonably required by Landlord.

31. Payment of Rent; in General. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:

Carole G. Stowell
Carole Stowell, Trustee
Ronald A & Carole G Stowell Living Trust

TENANT:

Michael De Runtz
Michael De Runtz, Member
Rocky Mountain Clubhouse, LLC


State of: ILLINOIS County of: COOK
Signed and attested before me on 02/15/2024 (date) by
MICHAEL DE RUNTZ (name of person/s).
Notary Signature [Signature]
Printed Name of Notary ANTHONY ANDERSON
(seal)  ANTHONY ANDERSON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 10, 2027

EXHIBIT A**FORM OF GUARANTY**

THIS LEASE GUARANTY (this "Guaranty") is made as of this 14th day of February, 2024, by Michael De Runtz, an Illinois resident ("Guarantor"), in favor of Ronald A & Carole G Stowell Living Trust ("Landlord").

WHEREAS, Rocky Mountain Clubhouse, LLC, as Tenant ("Tenant"), and Landlord executed that certain Lease Agreement, dated February 14th, 2024, (the "Lease"), the terms and conditions of which Lease are hereby incorporated by reference, for certain premises located 413 1/2 Rainbow Boulevard, Salida, Colorado 81201 (the "Premises"); and

WHEREAS, Landlord under the Lease, requires as a condition to leasing the Premises, that Guarantor guarantee the performance and obligations of Tenant under the Lease; and

WHEREAS, Guarantor desires to induce Landlord to execute the Lease and therefore desires to guarantee Tenant's performance under the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the full, faithful and prompt performance of all obligations imposed on Tenant by the terms of the Lease, including, but not limited to: (a) the payment of any and all rent payable by Tenant under the Lease, and (b) the performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant. Guarantor does hereby become surety to Landlord for and with respect to all of the aforesaid obligations of Tenant under the Lease.

2. Covenants. If Tenant defaults in the payment of any Rent payable by Tenant under the Lease or in the performance of any of the covenants, terms, conditions and agreements contained in the Lease, Guarantor will immediately: (a) pay such rent to Landlord and any arrears thereof; (b) faithfully perform and fulfill all of such covenants, terms, conditions and agreements; and (c) pay the Landlord all damages, costs and expenses that may arise in consequence of any default by Tenant under Lease (including, without limitation, reasonable attorney fees and costs incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty). This Guaranty is a primary, absolute, continuing, and unconditional guaranty of payment and of performance and not of mere collection. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security. The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired

by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

3. Non-Release. This Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by: (a) any amendment or modification of, or supplement to, or extension or renewal (pursuant to an option granted, holding over, or otherwise) of the Lease (whether material or otherwise) or any assignment or transfer thereof, all of which Guarantor hereby consents to; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearance or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time; (c) the voluntary or involuntary liquidation or dissolution of Tenant, the sale of substantially all of the assets of Tenant, the marshaling of assets on liabilities, receiverships, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganizations, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or any of Tenant's assets; (d) any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act or other statute or from the decision of any court; or (e) any extension, forbearance or leniency extended by Landlord to Tenant.

4. Rejection of Lease. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof, or by a disaffirmance or abandonment by a trustee of Tenant. If the Lease is rejected or disaffirmed by Tenant or Tenant's trustee in bankruptcy pursuant to any bankruptcy law or any other law affecting creditor's rights, then Guarantor shall, and does hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of Tenant under the Lease to the same extent as if: (a) Guarantor were originally named Tenant under the Lease; and (b) there had been no such rejection or disaffirmance. Guarantor shall, upon Landlord's request, promptly confirm in writing such assumption. No limitation on the liability of Tenant under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings shall in any way limit the obligation of Guarantor hereunder, which obligation is co-extensive with Tenant's liability set forth within the Lease without regard to any such statutory or legal limitation.

5. Waiver. Guarantor has been advised of and hereby waives and agrees not to assert or take advantage of any of the following rights: (a) presentment, demand for payment, and protest of non-performance under the Lease; (b) notice of any kind, including but not limited to notice of acceptance, notice of default and/or notice of any obligations or liabilities contracted or incurred

by Tenant; (c) any right to require Landlord to enforce its rights and remedies against Tenant under the Lease or otherwise; (d) any right to require Landlord to proceed against any security held from Tenant or any other penalty; (e) any and all right of subrogation; (f) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (g) any defense based upon an election of remedies by Landlord; and (h) any invalidity, irregularity or unenforceability, in whole or in part, of any one or more provisions of the Lease.

6. Joint and Several Liability. Guarantor's liability shall be primary and joint and several with that of Tenant, notwithstanding the fact that Guarantor has had no prior notice of any default or of any forbearance or extension. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting any legal remedy against Tenant and may proceed against Tenant and Guarantor separately or concurrently. This is a guaranty of payment and not of collection.

7. Assignment by Landlord. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor hereunder.

8. Miscellaneous

(a) No Waiver. All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. The failure of Landlord to enforce any of the respective rights or remedies hereunder, or to promptly enforce any such rights or remedies, shall not constitute a waiver thereof nor give rise to any estoppel against Landlord nor excuse any of the parties hereto from their respective obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound and must expressly state that such right or remedy has been or thereby is waived.

(b) Authority. Guarantor represents and warrants to Landlord that: (i) the execution and delivery of this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms.

(c) Acknowledgment. Guarantor hereby acknowledges and agrees that the Lease to Tenant is a direct material benefit to Guarantor, and that Landlord would not enter into the Lease without the benefit of this Guaranty.

(d) Successors and Assigns. This Guaranty shall be legally binding upon Guarantor and its successors and assigns (but in the event of an assignment, Guarantor shall not be relieved of its obligations hereunder) and shall inure to the benefit of Landlord and its successors and assigns. Guarantor hereby waives any acceptance of this Guaranty by Landlord and this Guaranty shall immediately be binding upon Guarantor.

(e) Governing Law. This Guaranty shall be governed by the laws of the State of Colorado without regard to conflicts of laws principles thereof.

(f) Invalidity. The invalidity or unenforceability of any term herein shall not affect the validity or enforceability of any other term.

(g) Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS GUARANTY.

(h) Terms. All capitalized terms used but not defined herein shall have the meaning designated to them in the Lease unless otherwise set forth herein.

(i) Survival. This Agreement shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Landlord under the Lease.

(j) No Subrogation; No Recourse Against Landlord. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor's rights of subrogation, contribution, reimbursement or indemnity, if any, or any right of recourse to or with respect to the assets or property of Tenant, shall be subject and subordinate to the rights of Landlord. Guarantor expressly agrees not to exercise any and all rights of subrogation against Landlord.

(k) Amendment; Severability. Any amendments or modifications to this Guaranty, in order to be effective, shall be in writing and executed by Landlord and Guarantor. A determination that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(l) Notice. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or certified mail or by depositing the same with Federal Express or another reputable private courier service for next business day delivery to the intended addressee at its address set forth in the last section of this Agreement or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business

day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of notice, demand, or request sent. By giving to the other party hereto at least seven (7) days' prior written notice thereof in accordance with the provisions hereof, each party shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. The following addresses shall be used for notice purposes:

(m) Successive Actions. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Guarantor, hereby waives any covenants to the maximum extent permitted by law not to assert any defense in the nature of splitting of causes of action or merger of judgments.

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EXECUTED BY GUARANTOR.

Item 9.



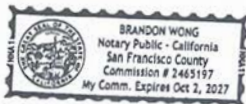
Michael De Runtz

(SEAL)

~~COLORADO~~ ^{California}
STATE OF


COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 19 day of 2, 2024,
by Michael De Runtz.



Witness my hand and official seal.

My commission expires: 10/2/27


Notary Public



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kathryn Dunleavy - Planner	DATE May 7, 2024
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ITEM

Resolution No. 2024-31 – A Resolution of the City Council for the City of Salida, Colorado Adopting the 2024 Chaffee County Area Median Income (AMI) Derived Maximum Affordable Monthly Rent and Sale Prices for Inclusionary Housing Units

BACKGROUND

With this Resolution, staff is proposing that Council adopt the attached Exhibit A, 2024 Chaffee County Area Median Income (AMI) Derived Maximum Affordable Monthly Rent and Sale Prices for Inclusionary Housing Units. This will establish not only the maximum monthly rental and sales prices for those units that are deed restricted as part of the City of Salida’s Inclusionary Housing requirement, but also the date that those prices are effective.

Colorado Housing and Finance Authority (CHFA) releases updated Area Median Income (AMI) data by County each year based on numbers provided by the US Department of Housing and Urban Development (HUD). Those data set the maximum monthly rental price based on the household AMI category. We use these AMI and rental numbers as a standard.

To establish maximum for-sale prices at each AMI category, staff has utilized a formula that is derived from a formula developed by the Gunnison Valley Regional Housing Authority. The formula takes the maximum monthly rental price set by CHFA as the basis of what a household can afford to pay monthly for the principal and interest. It subtracts from that monthly rental price an estimate of taxes, homeowner’s insurance, and HOA dues. This amount is estimated at \$350 per month for homes priced for those making greater than 100% AMI, and \$250 per month for homes priced for those making 100% AMI or less.

The interest rate is calculated utilizing the 10-year trailing average of an FHLMC mortgage loan, with an additional 1.5% added as an affordability factor. This 1.5% accounts for fluctuations as well as costs that may be associated with mortgage insurance premiums or other factors affecting the mortgage rate that are not as prevalent in market rate home mortgages. The formula utilizes a 30-year loan with a loan-to-value ratio of .95, or 5% down payment, typical to CHFA or other assistance-based loans. Utilizing each of these factors, one can then determine the maximum sales price that is affordable to households in each AMI category using a standard amortization schedule.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	May 7, 2024

CHFA updates the AMI chart by County annually and staff updates the prices accordingly within a reasonable time frame of receiving the information from CHFA. This adoption will establish the date as of which a landlord or developer of deed-restricted housing can (if higher) or must (if lower) utilize the updated prices. CHA may establish operating procedures to determine the specific date of price establishment for deed-restricted units.

STAFF RECOMMENDATION

Staff recommends that Council approve the resolution adopting the 2024 maximum monthly rental and for-sale prices for inclusionary housing units.

SUGGESTED MOTION

A Council person should move to “Approve Resolution No. 2024-31 adopting the 2024 maximum monthly rental and for-sale prices for inclusionary housing units, effective May 7,2024.”

Attachments:

Resolution No. 2024-31

Table of AMI’s, maximum rental and sales prices

RESOLUTION NO. 31
(Series 2024)

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

WHEREAS, the Salida Municipal Code (“Code”), Article XIII, establishes rules and regulations for inclusionary housing requirements; and,

WHEREAS, Section 16-13-60 of the Code defines affordable for-sale unit prices as those affordable to households earning specified percentages of the Area Median Income (AMI) for Chaffee County, as defined annually by CHFA; and,

WHEREAS, Section 16-13-70 of the Code defines affordable rental unit prices as those affordable to households earning specified percentages of the Area Median Income (AMI) for Chaffee County; and,

WHEREAS, Section 16-13-80 of the Code states: To the extent the City Administrator deems necessary, rules and regulations pertaining to this Article will be developed and approved by the City Council, and thereby maintained and enforced in order to assure that the purposes of this Article are accomplished; and,

WHEREAS, based on the Chaffee County AMI, CHFA has calculated the “Maximum Affordable Monthly Rent, Including Utilities” as 30% of a household’s income and shall be utilized for Maximum Affordable Monthly Rent Calculations; and,

WHEREAS, to ensure that the purposes of Article XIII are accomplished, the City Administration has deemed necessary the development of a formula for calculating the maximum sales prices, by AMI, utilizing the Colorado Housing and Finance Authority (CHFA) determination of AMI for Chaffee County as the basis of those prices; and,

WHEREAS, based on the Maximum Affordable Monthly Rent Calculations, a “Maximum Sales Price Affordability Guidelines Formula” has been developed by staff based on the practices of housing authorities in a similar community that accounts for the additional variables inherent in a mortgage and home ownership; and,

WHEREAS, on an annual basis these numbers shall be updated within a reasonable time frame after updated AMI information is issued by CHFA; and,

WHEREAS, an updated Maximum Affordable Monthly Rent Prices and Sale Prices for Inclusionary Housing Units shall take effect after adoption by City Council or Chaffee Housing Authority; and,

WHEREAS, Council has determined that the “2024 Chaffee County Area Median Income (AMI) Derived Maximum Affordable Monthly Rent and Sale Prices for Inclusionary Housing

Units” in Exhibit A, attached hereto and incorporated herein, are appropriate, desirable, prudent, and in the best interest of the residents, customers, businesses, and taxpayers of the City; and,

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. Effective upon approval, the City hereby adopts the 2024 Chaffee County Area Median Income (AMI) Derived Maximum Affordable Monthly Rent and Sale Prices for Inclusionary Housing Units (Exhibit A).

RESOLVED, APPROVED, AND ADOPTED this 7th day of May, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A

**2024 Chaffee County Area Median Income (AMI) Derived Maximum Affordable Monthly
Rent and Sale Prices for Inclusionary Housing Units**

2024 CHAFFEE COUNTY AREA MEDIAN INCOME (AMI)

Household size	<u>60%</u>	<u>80%</u>	<u>100%</u>	<u>120%</u>	<u>140%</u>	<u>160%</u>	<u>180%</u>
1 person	\$39,600	\$52,800	\$66,000	\$79,200	\$92,400	\$105,600	\$118,800
2 person	\$45,240	\$60,320	\$75,400	\$90,480	\$105,560	\$120,640	\$135,720
3 person	\$50,880	\$67,840	\$84,800	\$101,760	\$118,720	\$135,680	\$152,640
4 person	\$56,520	\$75,360	\$94,200	\$113,040	\$131,880	\$150,720	\$169,560
5 person	\$61,080	\$81,440	\$101,800	\$122,160	\$142,520	\$162,880	\$183,240
6 person	\$65,580	\$87,440	\$109,300	\$131,160	\$153,020	\$174,880	\$196,740
7 person	\$70,140	\$93,520	\$116,900	\$140,280	\$163,660	\$187,040	\$210,420
8 person	\$74,640	\$99,520	\$124,400	\$149,280	\$174,160	\$199,040	\$223,920

MAXIMUM AFFORDABLE MONTHLY RENT

(Per CHFA, INCLUDES utilities)

	<u>60%</u>	<u>80%</u>	<u>100%</u>
Studio (1 person)	\$990	\$1,320	\$1,650
1 bed (1.5 person)	\$1,060	\$1,414	\$1,767
2 bed (3 person)	\$1,272	\$1,696	\$2,120
3 bed (4.5 person)	\$1,470	\$1,960	\$2,450
4 bed (6 person)	\$1,639	\$2,186	\$2,732

MAXIMUM SALES PRICE AFFORDABILITY GUIDELINES FORMULA

These are maximum sales prices only.

There is no guarantee that a unit will sell to a qualified buyer for the maximum sales price.

≤100% Subtract \$250 from affordable monthly rents for taxes, insurance & HOA = principal & interest payment

>100% Subtract \$350 from affordable monthly rents for taxes, insurance & HOA = principal & interest payment

*Use interest rate of **5.81%*** to calculate max affordable sales price, divide by .95 for a 95% LTV*

**Represents 10-year trailing average of FHLMC mortgage loans plus 1.5% affordability factor*

	<u>60%</u>	<u>80%</u>	<u>100%</u>	<u>120%</u>	<u>140%</u>	<u>160%</u>
Studio (1 person)	\$132,612	\$191,749	\$250,887	\$292,104	\$351,242	\$410,379
1 bed (1.5 person)	\$145,156	\$208,594	\$271,854	\$317,372	\$380,631	\$444,070
2 bed (3 person)	\$183,147	\$259,130	\$335,113	\$393,176	\$469,158	\$545,141
3 bed (4.5 person)	\$218,630	\$306,440	\$394,251	\$464,141	\$551,951	\$639,761
4 bed (6 person)	\$248,916	\$346,941	\$444,787	\$524,891	\$622,737	\$720,762

Greyed out figures represent unit types not allowed by the current IH Ordinance.

Effective Date: 5/7/2024

These figures are subject to change without notice.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kathryn Dunleavy - Planner	DATE May 7, 2024
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ITEM

Resolution No. 2024-32: A Resolution of the City Council for the City of Salida, Colorado Amending the 2024 Fee Schedule

BACKGROUND

With this Resolution, staff is proposing to update the Inclusionary Housing (IH) Fee-in-lieu (FIL) on the 2024 Adopted Fee Schedule for for-sale units. No change is proposed to the IH FIL for multi-family rental units. The City Council requested periodic updates to the IH FIL to account for changes between median market rate home sales prices and the price of for-sale homes deemed affordable to our workforce by our IH policy. Staff has been updating this figure on an approximately semi-annual basis.

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) or fewer units or if the calculation for built Inclusionary Housing units results in a fractional portion above a whole unit.

Historically, the fee-in-lieu has been determined by looking at the difference between the median sales price of a 3-bedroom home compared to the maximum affordable sales price of that same home for a household making 100% AMI. As the Inclusionary Housing ordinance has been modified since its initial implementation, staff is recommending that it is time to update this formula to better reflect the intent of the Inclusionary Housing ordinance today. Staff recommends updating it to focus on the target AMI range of for-sale homes; therefore, the proposed fee-in-lieu utilizes the maximum affordable sales price of a 3-bedroom home priced for a household making 130% AMI (i.e. the average AMI targeted by IH) as the basis for the FIL, rather than the previously utilized 100% AMI. This causes the FIL to decrease, since the difference between a market rate home and one affordable to a 130% AMI household is less than the difference between a market rate home and one affordable to a 100% AMI household.

Using the above formula, and the median sales price data for the prior 6 months (from October 2023 through March 2024, the most recent data available), this amendment to the fee schedule proposes the For-Sale Inclusionary Housing fee-in-lieu to be set at **\$13.59** per square foot.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kathryn Dunleavy - Planner	DATE May 7, 2024
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SALIDA INCLUSIONARY HOUSING FEE CALCULATOR								
	A	B	C	D	E	F	G	H
Project	Total No. of Units	No. of IH units required	Units of IH Provided in Project	Median Home Value*	IH Price for 3BD Home @ 130% AMI	Affordability Gap of One Unit (D-E)	Affordability Gap on a Per Unit Basis (F x 1/6)	Affordability Gap on a Per Square Foot Basis (G divided by 1650 (Avg SF))
For projects <6 units/lots and for partial IH units	6	1	0	\$ 642,620	\$ 508,046	\$ 134,574	\$ 22,429	\$ 13.59
* All home types sold in Chaffee County, per Realtors of Central Colorado, prior 6 mos. (Oct 2023 though Mar 2024)								

Secondly, staff recommends a modification to how the FIL is applied. Council has asked staff to look at the financial impact of this FIL on proposed development. To that end, staff proposes applying the FIL on a sliding scale.

- 5 new units/lots created, or remainder of 5 = .9 FIL/SF (= \$12.23 / SF for each unit based on the new FIL)
- 4 new units/lots created, or remainder of 4 = .8 FIL/SF (= \$10.87 / SF for each unit based on the new FIL)
- 3 new units/lots created, or remainder of 3 = .7 FIL/SF (= \$9.51 / SF for each unit based on the new FIL)
- 2 new units/lots created, or remainder of 2 = .6 FIL/SF (= \$8.15 / SF for each unit based on the new FIL)
- 1 new unit/lot created, or remainder of 1 = .5 FIL/SF (= \$6.80 / SF for each unit based on the new FIL)

This scale would be applied to both small developments of 5 units or less, as well as to the fractional portion of a larger development (for example, a development of 28 units would be required to build and deed-restrict 6 IH units and pay an FIL for the remaining 4 units at 80% of the FIL).

FISCAL NOTE

The IH FIL is one of the funding sources for the City’s Affordable Housing Fund. The proposed revision to the FIL will decrease the amount of funds collected per unit. While this does represent a sizable decrease from the current FIL, the intent is to make it more feasible for smaller developments to move forward. It is possible that the decreased amount per unit will be made up for by an increased number units paying the FIL by small projects that move forward.

STAFF RECOMMENDATION

Staff recommends that the updated City of Salida Fee Schedule be approved by City Council.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	May 7, 2024

SUGGESTED MOTION

A Council person should move to “Approve Resolution No. 2024-32 amending the 2024 Fee Schedule.”

Attachments:

Resolution No. 2024-32

2024 IH Fee-In-Lieu portion of the Fee Schedule

RESOLUTION NO. 32
(Series 2024)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING THE 2024 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 December 19, 2023, the City Council adopted the 2024 Fee Schedules via City Resolution No. 2023-55; and,

WHEREAS, since the previously updated Inclusionary Housing fee-in-lieu was adopted by the City Council, staff recommends further updating such fees regarding for-sale units so as to reflect the difference between a market rate home and one affordable to a 130% AMI household; and,

WHEREAS, City staff also recommends applying the inclusionary housing fee-in-lieu for for-sale units on a sliding scale; 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 directed staff to periodically update the 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, as appropriate to track with the market rate sales prices.

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 Fee Schedules are intended to supersede all previous fee schedules regarding the 2024 Inclusionary Housing Fees-in-Lieu, adopted by the City Council.

3. Effective upon approval, the City hereby adopts the updated Inclusionary Housing Fees-in-Lieu in full (attached hereto as Exhibit A), which shall amend and update the City of Salida 2024 Fee Schedules accordingly.

RESOLVED, APPROVED, AND ADOPTED this 7th day of May, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2024 Inclusionary Housing
Updated Fees In-Lieu



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 units or lots in a development is five (5) or fewer.

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, and based upon the date of building permit application submittal.

(a) The in-lieu fee for each for-sale unit within the applicable development shall be:

\$13.59 per square foot of the principal unit (excluding garages), which equates to the following amounts applicable to projects or to the fractional remainder based on unit/lot count:

- 5 new units/lots created, or remainder of 5 = .9 FIL/SF = \$12.23 / SF for each unit
- 4 new units/lots created, or remainder of 4 = .8 FIL/SF = \$10.87 / SF for each unit
- 3 new units/lots created, or remainder of 3 = .7 FIL/SF = \$9.51 / SF for each unit
- 2 new units/lots created, or remainder of 2 = .6 FIL/SF = \$8.15 / SF for each unit
- 1 new unit/lot created, or remainder of 1 = .5 FIL/SF = \$6.80 / SF for each unit

(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 05/07/24



COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Christy Doon - City Administrator	DATE April 2, 2024
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ITEM

Resolution 2024-33, A Resolution of the City Council of the City of Salida, Colorado Approving and Adopting the Salida City Council Handbook, and replacing the Salida City Council Remote Participation Policy

BACKGROUND

The Council Handbook was last updated via Resolution 2021-09, adopting Salida City Council Meeting Rules of Procedure. At the February 5, 2024 Work Session, the Council reviewed the current procedural handbook and requested additional information be included. During the 2024 City Retreat, the Council reviewed an updated handbook which now incorporates an introduction of City Government, Council and Staff Interaction, City Council Meeting Essentials, City Council Meeting Procedures, Conflicts of Interest, Open Meetings Law, Legislative v. Quasi-Judicial Proceedings, City of Salida Remote Participation Policy, Travel and Mail, and Additional Resources.

FISCAL NOTE

There is no fiscal impact.

STAFF RECOMMENDATION

Staff recommends Council approve Resolution 2024-33.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-33, A Resolution of the City Council of the City of Salida, Colorado Approving and Adopting the Salida City Council Handbook, and replacing the Salida City Council Remote Participation Policy" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 33
(Series of 2024)

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

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

WHEREAS, on February 7, 2000, the City Council passed Resolution 2000-07, adopting Salida City Council Meeting Rules of Procedure; and

WHEREAS, the City Council amended the Salida City Council Meeting Rules of Procedure at various times; most recently on April 6, 2021, via Resolution 2021-08; and

WHEREAS, the City Council additionally amended the Remote Participation Policy on August 3, 2021, via Resolution 2021-29; and

WHEREAS, the City Council desires to replace said meeting rules with a more comprehensive City Council Handbook addressing: meeting procedures, conflicts of interest, Council and staff interaction, Open Meetings Law, and legislative and quasi-judicial proceedings; and

WHEREAS, it is the desire of the City Council to adopt a new handbook to ensure transparency and to allow the Council to function at its highest ability to serve the City of Salida; and

WHEREAS, the City Council finds it in the best interest of the City to adopt the Salida City Council Handbook, attached and incorporated herein, to guide the City through constructive, thoughtful and inclusive decision-making, and to focus on the most positive outcomes.

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

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

Section 2. The Salida City Council Handbook, attached and incorporated herein as Exhibit A, is hereby approved and adopted.

Section 3. Resolution 2021-08 and Resolution 2021-29, and the most recent version of the Salida City Council Meeting Rules of Procedure is hereby replaced and superseded by this Resolution 2024-33 and by the attached and approved Salida City Council Handbook.

RESOLVED, APPROVED, AND ADOPTED this 7th day of May, 2024.

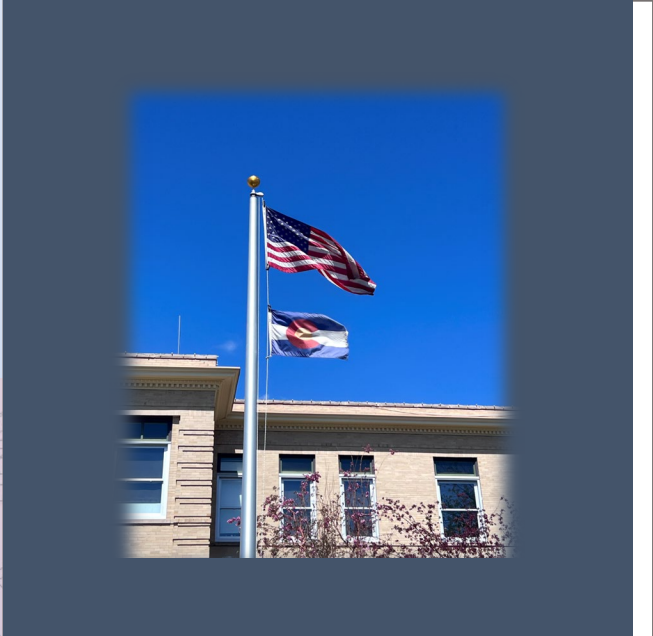
CITY OF SALIDA

By: _____
Dan Shore, Mayor

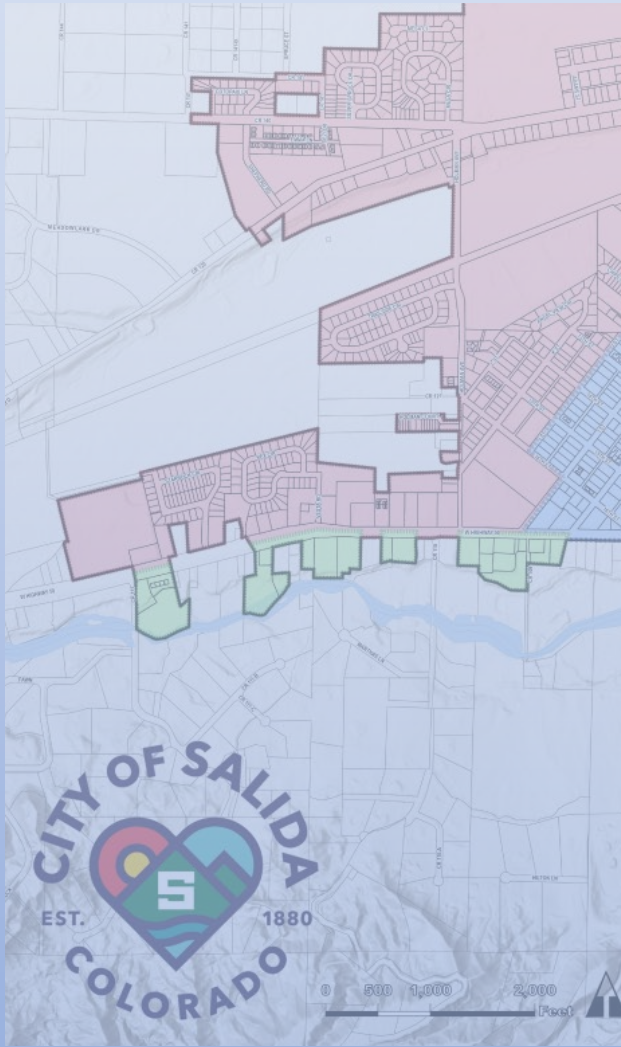
[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Salida City Council Handbook



Salida City Council Handbook



ADOPTED May 7, 2024, via Resolution 2024-33
Amended April 6, 2021, via Resolution 2021-08
Amended August 3, 2021, via Resolution 2021-29
(Replaced previous "Council Meeting Rules of Procedure")

Chapter 1: Introduction of City Government

Mission Statement

It is the mission of the Salida City Council to guide the City through constructive, thoughtful and inclusive decision-making, preserving what makes Salida unique and focusing on the most positive outcomes.

Roles and Responsibilities of City Council

Council members are the leaders and policy makers of the City. The City Council has the authority to create and approve laws, regulations and policies that guide City Government. The City Council serves as the Local Liquor Licensing Authority, the Marijuana Licensing Authority and hears appeals of certain decisions made pursuant to the Municipal Code.

Council members also serve as City representatives on Boards of several external organizations such as, but not limited to, Chaffee Housing Authority and Harriet Alexander Field Airport Board.

The City Council appoints the City Administrator, City Clerk, City Attorney, Municipal Prosecutor and Municipal Judge. These appointed positions serve at the will of the City Council, and all have written agreements with the City specifying the parameters and expectations.

Role of the City Council as the Local Liquor & Marijuana Licensing Authority

Liquor & Marijuana Licenses in Colorado must be approved by both the State Liquor/Marijuana Authority and the local jurisdiction. The City Council acts as the Local Liquor Licensing Authority (LLA) and Marijuana Licensing Authority (MLA) for the City of Salida. All new liquor and marijuana licenses and transfers must be approved by the LLA or MLA following a public hearing. Liquor license/Marijuana license renewals are approved administratively by the City Administrator or City Clerk as long as no violations have occurred, and no complaints have been made against a liquor license/marijuana license holder. If complaints are filed, renewals must be considered by the LLA or MLA.

The LLA or MLA has the authority to hold hearings and impose sanctions against liquor license or marijuana license holders if an establishment violates state liquor or marijuana codes. Sanctions may include fines, suspension or in severe circumstances revocation of a liquor/marijuana license. Sanctions may only be imposed in conjunction with a legal proceeding called a show/cause hearing conducted by the LLA or MLA.

Role of City Council on Boards and Committees

City Council members are appointed to serve on various external task forces, boards and committees. Council members serve as voting members on several boards such as but not limited to the Chaffee Housing Authority and Harriet Alexander Field Airport Board and may be appointed to serve as ex-officio members of several boards such as the Sustainability Committee. Initial appointments are made soon after the Council's organizational meeting following elections. Council members who serve on external boards and committees are expected to report to the full Council regarding the activities of the board or committee on which they serve. These updates can occur verbally during the Council Reports section of the regular City Council meeting, or through written reports submitted to the City Clerk by noon on Thursday prior to a Council meeting for inclusion in the meeting packet. Council members may also be appointed to a committee for special projects or to review and make recommendations regarding service grant applications.

City Administrator

The City Administrator is the chief administrative officer of the City and is responsible for carrying out the Council's directives and administering the day-to-day operations of the City.

"The purpose of the office of the City Administrator is to provide the centralization of the administrative responsibilities of the City, with the City Administrator to be the administrative head of the City government under the direction and control of the Mayor and City Council and to be responsible to the Mayor and City Council for the efficient conduct of the office." (SMC 2-3-70(a))

"The City Administrator is the personnel director of the City and is charged with establishing appropriate personnel rules and regulations in compliance with state and federal laws, subject to the approval of the City Council. As the chief administrative officer, the City Administrator shall have the responsibility and authority to appoint, supervise and discharge all non-elected department heads and employees, excepting" appointed officials. (SMC 2-3-70(b))

City Attorney

The City Attorney is the legal advisor for the Council, Administrator and Department Heads. The general legal responsibilities of the City Attorney include:

- Provide legal assistance necessary for the formulation and implementation of legislative policies.
- Represent the City's interests, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.
- Prepare ordinances, contracts and other legal documents.
- Keep the City Council and staff apprised of court rulings and legislation affecting the legal interests of the City.
- Attend City Council meetings, and where necessary, other board and commission's meetings

Chapter 2: Council and Staff Interaction

The governance of a City relies on the clear, honest, cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council's policies. Therefore, every effort should be made to be civil, professional, and show mutual respect for the contributions made by each individual for the good of the community.

Communications through appropriate senior City staff

In general, the City Council should communicate all directives to the City Administrator and the City Administrator, in turn, directs staff. Questions and requests for information should be directed to the City Administrator, City Attorney, City Clerk, Municipal Judge, or their designees, including relevant Department Heads. When in doubt about what staff contact is appropriate, Councilmembers can ask the City Administrator or the affected appointed official for direction.

Requests for routine research by staff

To assure proper coordination and an efficient allocation of City resources, routine requests for research by City staff should be made to the City Administrator, who will determine what follow-up to which staff member is appropriate.

Policy or program modifications

Requests to research and analyze the viability of new or modified legislation, policy, or programming should be presented as a request at a Council meeting, where it shall be decided whether the request is something that merits an investment of staff time.

Political support from staff

Councilmembers must refrain from soliciting any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff at work. Staff certainly may, as any other citizen, support political candidates away from the workplace, and on their own personal time. The City as an employer request that personal mail for employees, including campaign material, be sent to their home address.

Administrative functions

Councilmembers should avoid staff interactions that may be construed as trying to direct or shape staff operations.

Same information to all Councilmembers

Council should expect that staff will make every attempt to provide each individual member of Council with the same information for decision-making. (i.e., requests made of staff for research will be distributed to all; correspondence to one Councilmember on policy issues will be distributed to all).

Whistleblowers

In the event a Councilmember is approached by an employee with concerns that there is an illegal activity, including the alleged violation of City policy, the Councilmember shall direct that complaint to the Mayor. The Mayor will provide the information to the appropriate appointed official for investigation. If the complaint is made against an appointed official, then the Mayor shall determine what action should be taken. Where the Mayor desires legal advice he or she should use the City Attorney, or if the complaint is

against the City Attorney, then he or she has the authority to obtain outside legal counsel to assist with investigation and advice.

Personnel

Members of the Council shall not attempt to individually direct the City Administrator, the City Clerk, the City Attorney, the Municipal Judge or any City Staff on employment or personnel matters or decisions, awarding of contracts, selection of consultants, processing of development applications, or the granting of City licenses or permits.

Chapter 3: City Council Meeting Essentials

Regular Meetings of City Council

Regular meetings are typically conducted in Council Chambers at City Hall on the first and third Tuesday of the month, excluding holidays, and begin at 6:00 p.m., unless another day or time is set by prior approval of a majority of the City Council. Regular meetings shall adjourn no later than 9:00 p.m. unless a later time is agreed upon by a majority vote of the council members present at said meeting. In the event one or more agenda items have not been called prior to 9:00 p.m., and majority approval for extension of the meeting has not been obtained, such item or items shall be automatically continued to the next regular city council meeting.

Work Sessions of City Council

Work Sessions are typically held in Council Chambers in City Hall on the first and third Monday of the month, as needed, and usually begin at 6:00pm. The purpose of a Work Session is for general informal discussion, review and education of policy or operational topics. No formal action or decisions may be taken at a Work Session, and minutes are not taken. However, the council may direct appointed officials during Work Sessions to prepare information for a discussion and possible decision at a regular City Council meeting.

Special Meetings of City Council

The Mayor and any three (3) members of the City Council may call a special meeting by having written notice of such meeting personally served on all other Council members, or left at their usual place of residence. Except in cases of emergency, special meetings shall not be conducted except upon twenty-four-hours notice.

Special meetings may also be called by majority vote of the membership of the City Council taken and announced at a regular Council meeting. Notice of such meeting shall be given to any member of the City Council not in attendance.

Should the City Council convene for a special meeting pursuant to a request of an interested party for the purpose of accommodating time constraints of said interested party, the City Council may, in its discretion, assess fees for the special meeting against the interested party. The City Council may from time to time by resolution adopt a schedule of fees which may be assessed for special meetings. Said fees shall reasonably compensate the staff of the City and the City Attorney for time spent in preparation for attendance at special meetings.

Council Meeting Agenda and Packets

Council meeting agendas are set by the City Clerk by end of day on the Thursday before the Council meeting. The City Clerk manages the scheduling of agenda items and the publication and posting of agendas. Council meeting packets are assembled and the link is delivered via e-mail to council members by the Friday evening prior to regular Council meetings. City Council agendas and e-packets are posted on the City website by the Friday evening prior to regular meetings.

Packet information is meant to notify the public and assist Council members in preparing for the meetings. If you have questions regarding an agenda item, you may discuss it in advance with the City Administrator, or (if applicable) the City Attorney.

Public Hearings

Public hearings are held before the City Council to hear testimony from the public regarding specific

matters. Public hearings are held on all ordinances and on items such as the approval of certain quasi-judicial liquor licenses, marijuana licenses and land use decisions. During a public hearing certain procedural rules must be followed, which are discussed in greater detail within this Handbook.

Budget

The City's fiscal year begins on the first day of January and ends the last day of December. The purpose of the budget is to keep expenditures within the City's estimated revenues. The budget consists of two parts: a carefully prepared estimate of revenues and a tabulation of the estimated cost of each item in the budget. In the budget process, the Council essentially decides what the community needs and wants, what the community is willing and able to pay for, and what services the community can expect for its tax dollars. City staff prepares a proposed budget for City Council review and deliberation each year. The budget process usually begins in late June with work sessions to review draft budget documents and to discuss priorities, proposed projects, and the ongoing fiscal responsibilities of the City. Further drafts of the budget are reviewed until the budget is ready for final consideration and approval. The budget contains both an operational budget and a capital budget. The capital budget contains a list of all capital improvements which are proposed to be undertaken during the following fiscal year. By law, the budget must be approved no later than December 15 of each year.

Chapter 4: City Council Meeting Procedures

Public Hearings

Typical Order of a Public Hearing shall be as follows:

- Mayor/presiding officer opens the public hearing.
- City Staff summarizes their report; explains what is being requested; applies relevant Code provisions; makes recommendations; confirms proper notice of the public hearing.
- Applicant/Appellant presents its request and basis for same; possibly brings forward persons speaking in support of the application.
- Public Comment. Interested persons from the general public may speak, testify, address Council. (3 minute limit)
 The Mayor/presiding officer will invite public in the following order:
 In-person speakers, followed by
 Online speakers (if applicable)
- Applicant may offer rebuttal, closing statement and may cross-examine any person who presented or testified.
- City Staff may offer rebuttal, closing statement and may cross-examine any person who presented or testified.
- Council may ask questions of any party or any person who as offered comment at the hearing.
- Mayor closes public hearing.
- Preliminary Council Discussion. Council reviews all testimony and evidence presented, applies appropriate Code provisions, and then objectively discusses and deliberates the requested application(s). The Council may ask additional questions of (or seek clarification or assistance from) the applicant, City Staff, Attorney, and anyone else present.
- Call for Motion. A council member proposes a final decision on the application, in the form of a motion.
- Council deliberates on the motion, and makes any applicable amendments to the motion.
- A roll call vote of all councilmembers occurs on the final version of the motion.

Quorum for City Council

Three (3) Council members and the Mayor, or four (4) Council members, shall constitute a quorum to do business at all meetings of the City Council.

Attendance

Attendance at meetings is crucial to allow the City to conduct business, therefore, Councilmembers are expected to attend all meetings within reason. In the event a member of Council is unable to attend a

meeting of the Council, such member is requested to make a reasonable effort to so advise the City Clerk, City Administrator, or Mayor in advance of the meeting. If a Councilmember does not provide prior notice of an absence, such absence will be declared unexcused. If a member accrues more than four (4) unexcused absences to regular City Council meetings within a twelve (12) month period, such member shall be removed, and their seat will be deemed vacant.

Order of Business on City Council Meeting Agendas

All business of the council shall be considered in the order of the agenda unless otherwise directed by motion adopted by the majority of the members present. Agenda order is currently, and should normally be:

- Call to Order
- Pledge of Allegiance
- Roll Call
- Civility Invocation
- Consent Agenda
 - Approval of Agenda
 - Approval of the Minutes
- Citizen Comment - three (3) minute time limit. (for items not on the agenda and/or agenda items that are not scheduled for public hearings)
- Public Hearings
- Unfinished Business/Action Items
- New Business/Action Items
- Reports (from Council members, appointed officials, departments, boards or commissions)
- Executive session, if applicable
- Adjournment

Consent Agenda

The Consent Agenda allows the Council to approve several items of routine business with one vote. All of the consent items shall be voted on as a group. If a Council Member requests discussion or requests that any item(s) be removed from the consent items, such item(s) shall be acted upon after consideration of the remaining consent items by the Council. The individual items will then be considered for adoption.

Consent Agenda items may include, but are not limited to:

- Approval of the Meeting Agenda;
- Approval of the Minutes of prior meetings;
- Approval of contracts or awards of bids previously presented in a work session and/or approved by City Council in the annual budget;
- Approval of Memoranda of Understanding with various entities;
- Approval of administrative, organizational or employment policies;
- Appointment of members to a board or commission.

The consent items will be listed as separate items on the Agenda for the Regular Meeting and we recommend the following explanation for the general public:

“All matters listed under Item X, Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.”

Citizen Comment

During the Citizen Comment portion of the meeting, the following guidelines should be followed:

- All speakers must be recognized by the presiding official before speaking.
- Each speaker must provide their name before speaking.
- All remarks shall be addressed to the entire governing body.
- Questions posed to the relevant governing body or to the City Staff may not be directly addressed during public comment.
- Each speaker from the public will be allotted a maximum of three (3) minutes to provide their comments.
- Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance, or any other means are prohibited.
- Members of the public may submit written comments at least 24 hours in advance of the scheduled meeting. Such written comments will be forwarded to the entire Council.
- Members of the public who are attending the meeting remotely will have the opportunity to speak, following the same guidelines listed above.

At the beginning of Citizen Comments, the Mayor should state, “This is an opportunity for the City Council to hear from our community. The public will be limited to three minutes each during citizen comments. The City council may not respond to your comment this evening, rather they may take your comments and suggestions under advisement and your questions will be directed to the appropriate department for follow-up. If necessary, the City Administrator will correct the public record.”

Citizen comment opportunities are different than formal public hearings. The public has the opportunity to comment during the citizen comment period at the beginning of every regular Council meeting. At this time people may speak for up to three minutes on any topic that is not on the agenda. The public comment period is a time for the Council to listen to the people. Council generally should not engage in two-way conversation at this time, nor should the Council feel compelled to respond to the comments. If Council chooses to discuss or take action on a subject brought up during Public Comment that discussion should be held at the end of the Council meeting under Council Reports.

Reports

City Council reports at the end of regular City Council meetings should aim to be approximately 3 to 5 minutes each.

Each department will provide a written report, monthly, which is included in the Council packet. The reports will highlight projects and programs from the previous month.

Each action item on the agenda will also contain a Council Action Form prepared by City Staff. This CAF will provide a background of the materials before the Council, any fiscal impact the decision will have, staffs' recommendations and the suggested motion.

Civility

It is the intention of the Salida City Council to promote civil communication by adopting guidelines for speaking to the public in the City Council Chambers, and by reading this Civility Invocation at the beginning of each regular City Council meeting.

Robert's Rules of Order

Regular City Council Meetings are conducted by the Mayor, according to "Bob's Rules of Order," the abbreviated Robert's Rules of Order (SMC 2-2-80).

Placement of a Work Session or Regular Meeting agenda item

The direction of either the Mayor or a minimum of two (2) City Councilmembers is required in order to place a topic or item on a work session or regular City Council meeting agenda. Such a request should be made publicly at regular meeting, if at all possible; however, that is not required if time or other circumstances do not allow.

Removal of a Work Session or Regular Meeting agenda item

An item previously added to either a work session or regular City Council meeting agenda may be removed from the agenda by a two-thirds (2/3) vote of the City Council.

Executive Sessions

The policy basis for executive sessions, which are not open to the public, is the recognition that the public interest can best be served if certain specified matters are discussed in private. The purpose of an executive session is to deliberate, not to make final decisions. No formal action shall be taken in an executive session to adopt a proposed policy, position, resolution, rule, regulation or ordinance.

The Colorado Revised Statutes permit Executive Sessions in the following limited situations:

1. *Real and Personal Property*: to discuss the purchase, acquisition, lease, transfer, or sale of property interests, so long as the executive session is not held to conceal an official's personal interest in the property. (CRS §24-6-402(4)(a))
2. *Attorney Conferences*: for the purpose of receiving legal advice on specific legal questions. (CRS §24-6-402(4)(b))
3. *Confidential Matters Under State or Federal Law*: for the purpose of discussing any topic required by state or federal law to be kept confidential. The governing body must announce the specific statutory citation or rule that requires the confidentiality of the matter to be discussed. (CRS §24-6-402(4)(c))
4. *Security Arrangements or Investigations*: for the purpose of discussing specialized details of security arrangements or investigations. (CRS §24-6-402(4)(d))
5. *Negotiations*: for the purpose of determining positions, strategy, or instructions to negotiators. (CRS §24-6-402(4)(e))
6. *Personnel Matters*: for the purpose of discussing general personnel matters. However, if the discussion involves a specific employee, that employee may request an open meeting. If the discussion involves more than one employee, the executive session may be held unless all

of the employees request an open meeting. 'Personnel Matters' does not include discussions of any member of a local public body, any elected official, the appointment of any person to fill a vacancy in a local public body or elected office, or discussion of personnel policies that do not require discussion of particular employees. (CRS §24-6-402(4)(f))

7. *Documents Protected Under Open Records Act*: for discussions that involve consideration of documents protected by the mandatory non-disclosure provision of the Open Records Act. Discussion of documents protected under the 'work product' or 'deliberative process' privileges in the Open Records Act must occur in an open meeting unless an independent basis for an executive session concerning such documents exists. (CRS §24-6-402(4)(g))

Executive Session Procedures:

- Executive sessions may only be conducted during a regular or special meeting of the City Council.
- The City must first announce the topic of discussion to the public, including the specific citation to the Open Meetings Law (CRS section) that authorizes consideration of the announced topic in executive session, as well as "identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized."
- A City Councilmember must make an official motion to go into Executive Session (i.e. "I move to go into Executive Session for the purpose of a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b))."
- Two-thirds of the quorum present must vote affirmatively on the motion before the governing body can close the meeting to the public.
- Discussions that occur in Executive Session must be electronically recorded. The recordings must be retained for at least ninety (90) days after the date of the session. If, in the opinion of the City Attorney present, all or a portion of the discussion constitutes a privileged attorney-client communication, no record or electronic recording is required to be kept of that part of the discussion.

Chapter 5: Conflicts of Interest

Common Good

- City Council Members shall work for the common good of the people of the City and not for any private or personal interest; and
- City Council Members will ensure fair and equal treatment of all persons, claims, and transactions coming before the City Council.

Definitions

For purposes of this Section, these terms shall have the following assigned meaning:

- *Financial Interest* means any interest equated with money or its equivalent.
- *Financial Interest* shall not include:
 - The interest that a City Council Member or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee, or relative;
 - The interest that a City Council Member or relative has as a non-salaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization in the holdings of such corporation, association, or organization;
 - The interest that a City Council Member or relative has as a recipient of public services when such services are generally provided by the City on the same terms and conditions to all similarly situated citizens regardless of whether such recipient is a City Council Member or relative;
 - The interest that a City Council Member or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lawfully established financial or lending institution;
 - The interest that a City Council Member or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;
 - The interest that a City Council Member or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder unless the discretionary act of such person, as a City Council Member, could immediately, definitely, and measurably affect the value of such policy, deposit, or similar interest;
 - The interest that a City Council Member or relative has as an owner of government-issued securities unless the discretionary act of such owner, as a City Council Member, could immediately, definitely, and measurably affect the value of such securities; or
 - The interest that a City Council Member has in the compensation received from the City for services provided to the City as a City Council Member.
- *Personal Interest* means any interest (other than a financial interest) by reason of which a City Council Member, or a relative of such City Council Member, would, in the judgment of a

reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public.

- Examples of personal interest include an increase in the value of a real property interest or advancement of an employment opportunity.
- *Personal Interest* shall not include:
 - The interest that a City Council Member or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;
 - The interest that a City Council Member or relative has in the receipt of public services when such services are generally provided by the City on the same terms and conditions to all similarly situated citizens; or
 - The interest that a City Council Member has in the compensation, benefits, or terms and conditions of his or her service to the City.

Disclosure and Abstention Procedures

Disclosure: A City Council Member who has a personal or private interest in any matter proposed or pending before the Council shall disclose the interest to the other members prior to action on the matter by the Council.

Abstention: A City Council Member shall be excused from voting on any matter on which he or she has a conflict of interest.

- The City Council Member who has the conflict of interest shall refrain from attempting to influence the other members of the Council who are or will be voting on the matter.
- The City Council Member excused from voting because of a conflict of interest shall leave the meeting during the deliberations and the vote on the matter.

Privileges, Exemptions, and Services

A City Council Member shall not use his or her official position to secure a special privilege, exemption or service for himself or herself or for others, nor shall any member of the Council seek or grant any special consideration, treatment, or advantage to or for any citizen beyond that which is generally available to every other citizen.

This provision shall not be interpreted to prohibit or hinder a member from presenting citizen concerns to the Council or to City Staff and requesting a response to the citizen concern.

Personal Gain and Use of Public Resources

A City Council Member shall not take any special advantage of services or opportunities for personal gain, by virtue of his or her public office, that are not available to the public in general. City Council Members shall refrain from accepting any benefit or promises of future benefits which compromises their independence of judgment or action or gives the appearance of such compromise.

A City Council Member shall not use public resources not available to the public in general, such as City Staff time, equipment, supplies or facilities, for private gain or personal purposes, except for privileges generally available or granted to employees of the City.

Appearance of Impropriety

An appearance of impropriety is created when a City Council Member takes or may take a direct official action that, although not constituting a conflict of interest, will create a reasonable perception that his or her ability to carry out his or her official duties with integrity, impartiality, and competency is impaired.

As non-exhaustive examples only, appearances of impropriety may be created in the following circumstances:

- When the direct official action involves or will involve a close friend of the City Council Member;
- When the City Council Member is a recipient of an official notice of a quasi-judicial hearing due to the City Council Member's ownership or lease of property to be affected by such hearing; or
- When the City Council Member will be called upon to consider taking official action of a quasi-judicial nature and the City Council Member has previously and publicly expressed an opinion, position, or bias regarding the matter.

A City Council Member who determines that that his or her actions may cause an appearance of impropriety may disclose the appearance of impropriety and abstain from voting as provided in the *Disclosure and Abstention Procedure* section above.

Employment

It is in the interest of the City to hire the most qualified people to work in the City.

Due to the potential conflict of interest that exists when a Council member applies for an open position with the City, any councilmember that intends to apply for an open position with the City must resign their council seat at the next regular meeting after an application is submitted.

If an employee is elected to City Council, they must resign their position with the City at the first regular meeting after they take office.

Chapter 6: Open Meetings Law

(Colorado Revised Statutes 24-6-401, et seq.)

Meeting means: any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication. However, Meeting does not include electronic communications that do not relate to the merits or substance of pending legislation or other public business. Examples include communications regarding scheduling and availability, forwarding information, responding to a public inquiry, or posing a question for later discussion by the public body.

Local public body means: any board, committee, commission, authority, or other advisory, policy-making, rule-making, or formally constituted body of the City and any public or private entity to which the City, or an official thereof, has delegated a governmental decision-making function but does not include persons on the administrative staff of the local public body.

- Note the exclusion in the foregoing definition for “administrative staff.”

What meetings are required to be “open to the public” at all times?

- All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken.

Notice: Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.

- OML does not define “full and timely notice,” but provides an example of notice by posting. The General Assembly recently authorized this posting to be on the public entity’s website.

Chance meetings and social gatherings: The requirements of the OML do “not apply to any chance meeting or social gathering at which discussion of public business is not the central purpose.”

Open Meetings Law may apply to the following discussions:

- a. Emails
 - b. GoToWebinar chat box
 - c. Text messages
- i. Messaging during a meeting: councilmember to councilmember could violation OML; or councilmember to an applicant or the public may violate other quasi-judicial provisions.

Chapter 7: Legislative v. Quasi-Judicial Proceedings

Applying constitutional due process (fair hearing) requirements, state and federal courts have characterized certain governmental entity decisions as legislative, and others as quasi-judicial. It is important to understand the differences between the two because the courts require that special procedures be followed for quasi-judicial matters.

Legislative Matters

Legislative matters are matters of general concern or with applicability throughout a municipality. In the legislative role, the City Council reviews, recommends, creates and amends regulations on a citywide basis. Legislative matters are frequently referred to as “policy making.”

Examples: Resolutions or Ordinances with broad application; amending Municipal Code.

The City Council may freely discuss legislative matters with the general public.

Quasi-Judicial Matters

Quasi-Judicial matters have a narrower application. Unlike legislative matters, the Council does not *set* new policy in a quasi-judicial proceeding, but rather *applies* policy established in existing law to specific facts gathered at the hearing to arrive at its decision on the case presented.

Examples: special use permits, zoning variances, subdivision plat approvals, liquor license issuance, nuisance abatement.

In quasi-judicial hearings, the City Council is acting in a manner similar to a judge, and must make an objective decision that is based upon the evidence presented at the hearing and the current law and applicable legal standard.

Because these proceedings impact the property rights of one individual, entity or small group of individuals, fairness and due process must be ensured. Everyone with an interest in the case, as well as all members of the decision-making body, must hear the same evidence, at the same time, from the same sources. The applicant, appellant or property owner deserves the opportunity for a fair, impartial hearing before unbiased, impartial decision makers, each of whom have had the benefit of the same input and testimony. During quasi-judicial hearings, Council will not engage in reflective listening.

Council’s Impartiality in a Quasi-Judicial Proceeding may be affected by:

(1) **Pre-judgment or bias.** An individual Councilmember’s desires, personal preferences or prejudices must not be a factor for consideration, or enter into their decision-making. A councilmember must not have their mind made up before the hearing, and must remove themselves from the process if they have advocated one way or the other on a quasi-judicial matter. Each member participating in the hearing must have the ability to decide the case fairly, impartially and based solely on the evidence and testimony presented at the hearing.

(2) **Conflicts of Interest.** Described earlier in Chapter 5 of this Handbook.

- (3) **Ex-Parte Communications.** Ex-Parte communication refers to information received “outside of the record,” whether verbal, written, electronic, or graphic. Ex-parte communications are also defined as communication between a councilmember and one party, outside the presence of the other parties to the case, or other affected individuals.

Because of the legal constraints of this process, councilmembers may not discuss quasi-judicial issues outside of a hearing. Council must refrain from listening to opinions outside of the public hearing, and should not form opinions until the hearing. Council also should not research the issue outside of the hearing. Should a member of the public, or the applicant, attempt to share opinions or discuss the issue, Council must explain that because it is a quasi-judicial matter, they cannot not engage in ex-parte communication. Councilmembers may direct the individual to provide written comments to City Staff, which will be included in the public record, and considered by all Council at the proper time.

Courts generally hold that such communications are improper and may provide legal grounds for overturning a Council’s decision. These rules promote impartial decisions by ensuring disclosure of all evidence and arguments presented to the Council in its deliberation and decision. These rules also gives everyone involved a fair chance to respond to all information that may affect the decision. If any Councilmember believes that their ability to participate in the hearing fairly and impartially has been compromised, they must cure the issue by disclosing the issue on the record or recusing themselves from the hearing.

Chapter 8: City of Salida Remote Participation Policy

(Adopted via Resolution 2024-33)

The preference and expectation of all Councilmembers is to attend regular and special Council meetings in-person, in City Hall, whenever possible, in recognition of the efficiency and effectiveness of in-person participation when conducting the public business of the City of Salida. However, there may be occasional times when in-person attendance is not possible. The City finds that remote attendance by Councilmembers is preferable to not permitting participation or delaying the conduct of public business. Members of Council may therefore participate remotely in council meetings subject to the following rules and procedure.

This Policy shall also apply to all quasi-judicial proceedings in front of any City board or commission. When considering a quasi-judicial matter, City boards and commissions, and its members, shall follow this Policy in the same manner intended for Councilmembers.

This Policy applies when a local disaster emergency is not in effect.

When an emergency has been declared, the City's "Electronic Participation Policy for City Council Meetings and Meetings of City Boards and Commissions During a Local Disaster Emergency" adopted by City Council via Resolution 2020-42 shall apply.

"Remote Attendance" means participation by video or audio means, such as Zoom, GoToMeeting, Webex, Microsoft Teams or similar platform approved by the City, which is clear, uninterrupted and allows two-way communication for the participating Councilmember.

Circumstances permitting remote participation

Councilmembers may participate in a meeting by remote attendance when travelling out-of-town, when ill, when a family or personal emergency arises, or when unforeseen circumstances do not allow in-person attendance. Councilmembers who are ill are encouraged and expected to participate by remote attendance. Councilmembers may participate remotely no more than four (4) times in a twelve (12) month period for Regular City Council meetings. This provision does not apply to Work Sessions. If a Councilmember violates this provision, they shall be removed, and their seat will be deemed vacant.

Meeting requirements concerning remote participation

Council may permit remote participation in a meeting, provided that all of following standards are met:

1. All members of the City Council can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation.
2. Councilmembers and members of the public present at the meeting location can hear or read all discussion, testimony and votes.
3. At least one member of the City Council is present at the meeting location.
4. All votes are conducted by roll call.

Arranging for remote participation

To arrange to participate remotely, a Councilmember shall contact the City Clerk in writing, as far in advance of the meeting as possible, and include the circumstance in which the Councilmember is making the request. Upon receipt of such written request, the City shall use its best efforts to provide the technical means necessary to fulfill the request from City Hall; provided, however, that it shall be incumbent upon the Councilmember who desires to participate by remote attendance to provide the technical means necessary to facilitate remote attendance from their location. Such Councilmember are expected to be situated in a stationary location with adequate internet service with video camera on and presenting in a professional manner similar to in-person Council meeting attendance.

Public Participation

For meetings where it is practical for City Council to utilize an electronic communication platform, members of the public may participate in such meetings and make comments at such times as are designated by the Mayor. The City may impose requirements on public participation by electronic means such as requiring a member of the public to send an email to the Clerk prior to the meeting if they desire to present on an item not on the agenda or requiring a member of the public to give notice to City staff in advance or during the meeting of their desire to comment on a specific agenda item.

A Councilmember participating through remote attendance:

- shall be entitled to participate in all Council matters in the same capacity as a Councilmember in physical attendance, including participation quasi-judicial matters and executive sessions;
- shall be counted for purposes of establishing a quorum;
- shall have the opportunity to express comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and adopted procedures;
- shall be heard, considered, and counted as to any vote taken;
- shall be called during any vote taken and shall have such Councilmember's vote counted and recorded by the City Clerk and placed in that meeting's minutes; and,
- may leave a meeting and return as in the case of any member upon announcement of such leaving and returning.

In the event that City Council holds an executive session, participants shall be authorized to attend remotely. A Councilmember participating in an executive session remotely shall: (a) have a secure telephone or electronic connection, and (b) certify that they are the only person in the room and that no other person has access to the executive session. Any executive session conducted under this Policy shall be recorded electronically as provided for by statute.

Presiding Officer

The Mayor, Mayor Pro Tem or other designated person who is presiding over the meeting shall have the discretion to mute any Councilmember who is participating through remote attendance when distracting and extraneous noise is occurring through the remote attendance. The officer who is presiding over the meeting may delegate the ability to mute Councilmembers to the meeting host who controls the meeting platform. The presiding officer shall use best efforts to recognize and provide opportunity for Councilmembers who are participating via remote attendance the ability to contribute to the discussion and express comments. The presiding officer during the meeting shall designate the individual who councilmembers should contact during the meeting in the event of technical difficulties

or in connection with other matters related to items not appearing on the agenda for the meeting in which the Councilmember is participating remotely.

Reasonable Accommodations

The City may provide reasonable accommodation and waive or modify provisions of this Policy for the benefit of members of the City Council, commission, board or the public with a disability.

Chapter 9: Travel and Mail

Travel

The City will pay for ordinary and necessary expenses incurred by City Council members which are directly related to City business. Actual or per diem travel expenses should be itemized on a Travel Expense Form (available in the Finance Office) and submitted along with necessary documentation. This includes mileage when you need to travel using your personal vehicle. Efforts should be made to travel with staff who are able to drive City-owned vehicles.

The City Administrator's office can assist you in registering for classes, conferences and booking travel arrangements. Council members should always use discretion in their use of City-related business travel. Travel expenses incurred by public officials are typically subject to a high level of public scrutiny.

Council Mail

Correspondence/mail addressed to the City Council is placed in the Council mailboxes, located in the mail room, accessible through the Finance Office. Please check your mailbox when you visit City Hall. E-mail correspondence addressed to City Council is forwarded to all Council members and the Clerk's Office retains a copy for the public record.

Chapter 10: Additional Resources

Colorado Municipal League – www.cml.org

The Colorado Municipal League (CML) is a non-profit organization that has served and represented Colorado cities and towns since 1923. In 2021, 270 of Colorado's 271 municipalities are members of CML. CML provides advocacy, information and training to its members. CML's mission is twofold: to represent cities and towns collectively in matters before the state and federal government, and to provide a wide range of information services to assist municipal officials in managing their government. The Town of Crested Butte is a member of CML and the organization sends an informational welcome packet to newly elected council members. Council members also receive newsletters from CML.

Colorado Association of Ski Towns – www.coskitowns.com

The Colorado Association of Ski Towns is an organization of 26 municipalities whose economies are largely dependent upon the ski industry and tourism. Members include the mayors, managers and council members of these resort towns. CAST has more than a dozen Associate Members that include Colorado counties as well as out-of-state towns and counties.

The Association was formed in part to recognize that resort communities face unique challenges in providing municipal services to residents and visitors.

Member municipalities share the benefits of diverse knowledge, experience and leadership through meetings, conferences, surveys and other informational venues, as decided by the members.

CAST members use the power of the coalition to seek support for legislation that will benefit and sustain the mountain communities. CAST supports actions that keep our communities livable, protect our pristine environment, and promote affordable housing, multi modal transportation, climate action and sustainable tourism. CAST's goal is to ensure an exceptional quality of life for citizens and a positive experience for visitors.

Colorado Communities for Climate Action – www.cc4ca.org

Colorado Communities for Climate Action is a coalition of 42 local governments across the state advocating for stronger state and federal climate policy. CC4CA is governed by a Board of Directors representing all of the member communities.

Colorado Intergovernmental Risk Sharing Association – www.cirsa.org

The Colorado Intergovernmental Risk Sharing Agency (CIRSA) was formed by Colorado municipalities, for Colorado municipalities. More than 285 communities and public entities are members, because the advantages of working collectively as a community far outweigh what commercial providers offer.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Bill Almquist - Community Development Director	DATE May 7, 2024
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ITEM

Resolution 2024-34 Citizen Appointment to the Planning Commission

BACKGROUND

The Planning Commission is made up of seven regular members and two alternate members. Currently, all regular and alternate positions are filled.

Commissioner Aaron Derwingson’s term expired on March 21, 2024 and he has indicated that he would like to serve another term. Staff did not catch the expiration until after the last City Council meeting in April (Mr. Derwingson filled a previously vacated position, the term of which only lasted one year—less than the typical four-year term).

The current makeup of the Commission is as follows:

Member	Term Expires
Greg Follet, Chair	06/07/2024
Francie Bomer, Vice Chair	04/21/2027
Judith Dockery	04/21/2027
Giff Kriebel	01/01/2027
Michelle Walker	06/07/2024
Brian Colby	08/16/2026
Aaron Derwingson	03/21/2024 Term Expired
Dan Bush, Alternate	02/15/2026
Kenny Layton, Alternate	02/15/2026

STAFF RECOMMENDATION

Staff is recommending Council re-appoint Aaron Derwingson as a regular member of the Planning Commission.

SUGGESTED MOTION

A Council person should make a motion “to approve Resolution 2024-34, a resolution of the City Council for the City of Salida, Colorado approving the following appointment to the Planning Commission:

1. Re-appoint Aaron Derwingson as a Regular Member, term to expire March 21, 2028”

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 34
(Series of 2024)**

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

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code (“SMC”), the City Council shall select, appoint, and reappoint person(s) to serve as members of the City of Salida Planning Commission; and

WHEREAS, Aaron Derwingson’s initial term (replacing a vacated position) expired on March 21, 2024 and he wishes to serve another term on the Planning Commission; and

WHEREAS, the City Council appreciates the service members of the community have devoted to bettering Salida through participation on the Planning Commission; and

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm appointments by majority vote.

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

- 1. The City Council hereby appoints the following individual to serve on the Planning Commission in the following capacity and term:
 - a. The City Council hereby re-appoints Aaron Derwingson as a regular member of the Salida Planning Commission; term to expire March 21, 2028.

RESOLVED, APPROVED, AND ADOPTED this 7th day of May, 2024.

CITY OF SALIDA, COLORADO

By _____
Mayor Dan Shore

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk