



# CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201  
September 03, 2024 - 6:30 PM

## AGENDA

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

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

### CIVILITY INVOCATION

### CALL TO ORDER

Pledge of Allegiance

Roll Call

### CONSENT AGENDA

1. Approve Agenda
- [2.](#) Approve August 20, 2024 Minutes
- [3.](#) Approve Agreement with Ramps and Alleys for the Scooter Bash
- [4.](#) Award 2024 Concrete Maintenance Project

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

### PROCLAMATIONS

- [5.](#) National Hispanic Heritage Month

### UNFINISHED BUSINESS / ACTION ITEMS

- [6.](#) **Ordinance 2024-17** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA SCHOOL DISTRICT ANNEXATION. **Second Reading and Public Hearing**
- [7.](#) **Ordinance 2024-18** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA SCHOOL DISTRICT ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT. **Second Reading and Public Hearing**

### NEW BUSINESS / ACTION ITEMS

- [8.](#) **Resolution 2024-54** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SALIDA SCHOOL DISTRICT ANNEXATION.
- [9.](#) **Resolution 2024-55** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

### COUNCILORS, MAYOR AND CITY TREASURER REPORTS

#### Council Reports

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

#### Mayor Report

#### Treasurer Report

*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.*

**Attorney Report**

**Department Updates**

**EXECUTIVE SESSION**

10. For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Legal advice regarding lawsuit brought by the Town of Poncha Springs, Tailwind Group LLC and Full Views Matter, LLC against the City of Salida, and related discussions of next steps and negotiating parameters after August 26, 2024 court-ordered mediation.**

**ADJOURN**



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City Clerk | Deputy City Clerk

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Mayor Dan Shore



# CITY COUNCIL REGULAR MEETING

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

August 20, 2024 - 6:00 PM

## MINUTES

Please register for Regular City Council Meeting

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

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

### CIVILITY INVOCATION

### CALL TO ORDER

### Pledge of Allegiance

### Roll Call

### PRESENT

Council Member Suzanne Fontana

Council Member Dominique Naccarato

Council Member Justin Critelli

Council Member Aaron Stephens

Council Member Alisa Pappenfort

Council Member Wayles Martin

Mayor Dan Shore

Treasurer Ben Gilling

### CONSENT AGENDA

Council Member Critelli moved combine and approve the consent agenda, Seconded by Council Member Pappenfort.

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

Approve Agenda

Approve August 6, 2024 Minutes

Approve Special Event Liquor License for the Banana Belt Mountain Bike Race

Approve Special Event Liquor License for The Salida 76

Approve Special Event Liquor License for Salida Fiber Festival

Approve IRA Urban and Community Forestry Grant

Approve Energy Efficiency and Conservation Block Grant

### MOTION PASSED

### CITIZEN COMMENT—Three (3) Minute Time Limit

Adam Martinez and Joseph Elio spoke during public comment.

### UNFINISHED BUSINESS / ACTION ITEMS

**Ordinance 2024-13** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE

*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.*

**SALIDA QUALITY FARMS, LLC – MEADOWLARK DRIVE ANNEXATION. Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Applicant Jim Treat spoke regarding the Annexation Ordinance. Hearing no further comment the Mayor closed the public hearing.

Council Member Pappenfort moved to approve Ordinance 2024-13, Seconded by Council Member Fontana. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

**MOTION PASSED**

**Ordinance 2024-14 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT. Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Applicant's representative Bill Hussey, Salty Riggs, Rikki Bouche, Cheryl Brown Kovacic, Bob Lienemann, Brandon Becker, Read McCulloch, Michelle Pujol, Eric Warner and Kristin Homer spoke regarding the Zoning Ordinance. Hearing no further comment the Mayor closed the public hearing.

Council Member Fontana moved to approve Ordinance 2024-14, Seconded by Council Member Critelli. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

**MOTION PASSED**

**Ordinance 2024-15 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SUESSE ANNEXATION. Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Applicant Ned Suesse spoke regarding the Annexation Ordinance. Hearing no further comment the Mayor closed the public hearing.

Council Member Naccarato moved to amend Ordinance 2024-15 to add "approximate" to Section 2. e. of the Ordinance, Seconded by Council Member Pappenfort.

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

**MOTION PASSED**

Council Member Pappenfort moved to approve Ordinance 2024-15 as amended, Seconded by Council Member Critelli.

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

**MOTION PASSED**

**Ordinance 2024-16 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SUESSE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT. Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comment, the Mayor closed the public hearing.

Council Member Naccarato moved to approve Ordinance 2024-16, Seconded by Council Member Pappenfort.

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

**MOTION PASSED**

## NEW BUSINESS / ACTION ITEMS

**Resolution 2024-50** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING A RIGHT-OF-WAY AGREEMENT WITH VISIONARY BROADBAND.

Brian Shepherd representing Visionary spoke regarding the right-of-way agreement.

Council Member Pappenfort moved to approve Resolution 2024-50, Seconded by Council Member Critelli.  
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

### MOTION PASSED

**Resolution 2024-51** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION.

Council Member Pappenfort moved to approve Resolution 2024-51, Seconded by Council Member Critelli.  
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

### MOTION PASSED

**Resolution 2024-52** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH SALIDA QUALITY FARMS, LLC FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.

Council Member Naccarato moved to amend Resolution 2024-52 to add language to the agreement for a 200' buffer along the western edge of the property to meet the current R-2 zone design standards, Seconded by Council Member Critelli.

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

### MOTION PASSED

Council Member Critelli moved to approve Resolution 2024-52 as amended, Seconded by Council Member Stephens.

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

### MOTION PASSED

Mayor Shore left the meeting at 8.51 pm

**Resolution 2024-53** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SUESSE ANNEXATION.

Council Member Naccarato moved to approve Resolution 2024-53, Seconded by Council Member Pappenfort.

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

### MOTION PASSED

Council Member Pappenfort moved to extend the meeting to 9:30 pm, Seconded by Council Member Martin.

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

### MOTION PASSED

**Ordinance 2024-17** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA SCHOOL DISTRICT ANNEXATION. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Naccarato moved to amend Ordinance 2024-17 to add language from the Salida School District pre-annexation agreement to the Ordinance, Seconded by Council Member Pappenfort.

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

**MOTION PASSED**

Council Member Naccarato moved to approve Ordinance 2024-17 as amended, Seconded by Council Member Fontana.

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

**MOTION PASSED**

**Ordinance 2024-18** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA SCHOOL DISTRICT ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Fontana moved to approve Ordinance 2024-18, Seconded by Council Member Naccarato.

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

**MOTION PASSED**

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

**Council Reports**

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

Reports were given.

**Mayor Report**

**Treasurer Report**

Report was given.

**Attorney Report**

Report was given.

**Department Updates**

**ADJOURN**

Adjourned at 9:17 pm



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City Clerk | Deputy City Clerk

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Mayor Dan Shore

**CITY OF SALIDA  
RELATIONSHIP AGREEMENT**

Item 3.

**THIS AGREEMENT** entered into this 26 day of August, 2024, by and between the **CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and **Ramps and Alleys, LLC**, a Colorado Limited Liability Company, 64 E Rainbow Blvd., Salida, CO 81201, hereinafter referred to as “Ramps and Alleys”.

**WHEREAS**, Ramps and Alleys is a local retail skate shop providing for the recreational or other positive offerings to the Salida community and families; 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 Ramps and Alleys desires to host, in partnership with the City, the 2<sup>nd</sup> Annual Salida Scooter Bowl Bash on September 15, 2024, at the downtown Skatepark; and,

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

**WHEREAS**, the City and Ramps and Alleys 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:** Ramps and Alleys plans to host, in partnership with the City, the 2<sup>nd</sup> Annual Salida Scooter Bowl Bash. City agrees to allow Ramps and Alleys to co-host the 2<sup>nd</sup> Annual Salida Scooter Bowl Bash at the downtown City skatepark located at the intersection of H Street and First Street within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by Ramps and Alleys for the Salida Scooter Bowl Bash event on September 15, 2024, which was scheduled and approved in advance with the City.
3. **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 Ramps and Alleys 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
2. **Rate:** City will charge Ramps and Alleys **\$0**
3. **Special Conditions:** The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:

**Ramps and Alleys will:**      A.

- i. Attend related scheduled meetings with City of Salida’s Parks and Recreation Department
- ii. Attend the City of Salida’s Special Event Committee meetings related to the event
- iii. Create print marketing for use across all marketing channels with the City of Salida’s Parks and Recreation logo
- iv. Partner with the City Department of Parks and Recreation on marketing efforts
- v. Secure volunteer announcers (1-2) and judges (3)
- vi. Develop sponsorship package, solicit and secure sponsors

1. Spend sponsorship funds for awards and prizes for the competition
- vii. Provide awards and prizes for top 3 competitors in each category (4)
  1. Provide goody bags for all participants
- viii. Be present at the event to assist in the event set up, execution, and tear down

**B. The City will:**

- i. Complete and submit all applicable special events permits as is required by the City of Salida (amplified sound)
  - ii. Secure the Downtown Skatepark for exclusive use for event day
  - iii. Develop a map of the layout of the event
  - iv. Create schedule of events and registration details, and input in SmartRec registration system
  - v. Create registration for competitors in SmartRec and:
    1. Manage pre-event and day-of registration
    2. Retain 100% of proceeds from registration
  - vi. Marketing
    1. Execute Social Media, Mountain Mail events, Mountain Mail Friday ad, Monthly P&R newsletter, Salida Standard, school take home flyer marketing leading up to the event
  - vii. Provide Parks & Recreation event equipment for the event, including:
    1. Tents
    2. Tables/chairs/tablecloths
    3. Registration, information, and water flags
    4. Sandwich boards (event schedule)
    5. Water station
    6. Clipboards/pens
    7. Speakers, speaker stands, microphone, megaphone
  - viii. Create competition paperwork, including:
    1. Scoresheets
    2. Rankings
    3. Athlete bio
  - ix. Work with Parks Department for:
    1. Trash/recycling service
    2. Porta potty service
    3. Pre-event park clean and repairs
  - x. Create schedule of staff and volunteers
  - xi. Set schedule and agenda to meet with announcers and judges prior to event to review rules and expectations
  - xii. Email registrants one week prior to event with event detail reminders
  - xiii. Provide staff for event day, including:
    1. Event set-up, tear down
    2. Registration
    3. Scorekeeping
  - xiv. Send competitors a participant survey within one week of the event.
4. **Reporting:** The City will evaluate the effectiveness of this relationship after **the completion of the event**. City will provide Ramps and Alleys any pertinent details regarding the programming and surveys taken after the fact. In October, 2024, Ramps and Alleys and City will have a meeting about the **event and relationship** and what the roles for each party will look like in the subsequent years.

5. **Surrender of Property:** Ramps and Alleys shall quit and surrender any designated or utilized property, 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.
6. **Rules and Regulations:** Ramps and Alleys, and all persons whom Ramps and Alleys 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.
7. **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.
8. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in any applicable events or activities by Ramps and Alleys, or in the use of any City properties or facilities or rights-of way. Ramps and Alleys 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 Ramps and Alleys's use of any City property or facility or right-of-way, or in or at Ramps and Alleys's event or activity, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of Ramps and Alleys.
9. **Insurance:** Ramps and Alleys 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 Ramps and Alleys, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Ramps and Alleys shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.
10. **Compliance with Law:** Ramps and Alleys 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. Ramps and Alleys 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 Ramps and Alleys's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Ramps and Alleys, they will immediately desist from and correct or cause to be corrected such violation.
11. **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 Ramps and Alleys or its agents, employees, patrons, guests, or any person admitted to the designated property by Ramps and Alleys, Ramps and Alleys 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. Ramps and Alleys assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of Ramps and Alleys or by or with the consent of any person acting for or on behalf of Ramps and Alleys. Ramps and Alleys shall be responsible to maintain order and protect persons and property.
12. **Assignment:** Ramps and Alleys 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.

13. **Release:** City shall not be responsible for any damage or injury that may happen to Ramps and Alleys or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Ramps and Alleys hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
14. **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.
15. **Contact Information:** The current contact information of the Parties is as follows:

**City:** City of Salida

City representative: Anissa Caiazza

Position: Recreation and Aquatics Manager

Address: 448 E First St, Salida, Colorado, 81201

Telephone: 719-221-0852

E-mail: anissa.caiazza@cityofsalida.com

**Ramps and Alleys:** Ramps and Alleys, LLC

Ramps and Alleys representative: Stacy Falk

Position: Owner

Address: 645 E Rainbow Blvd., Salida, CO 81201

Telephone: 719-539-5468

E-mail: cibarkvalley@gmail.com

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

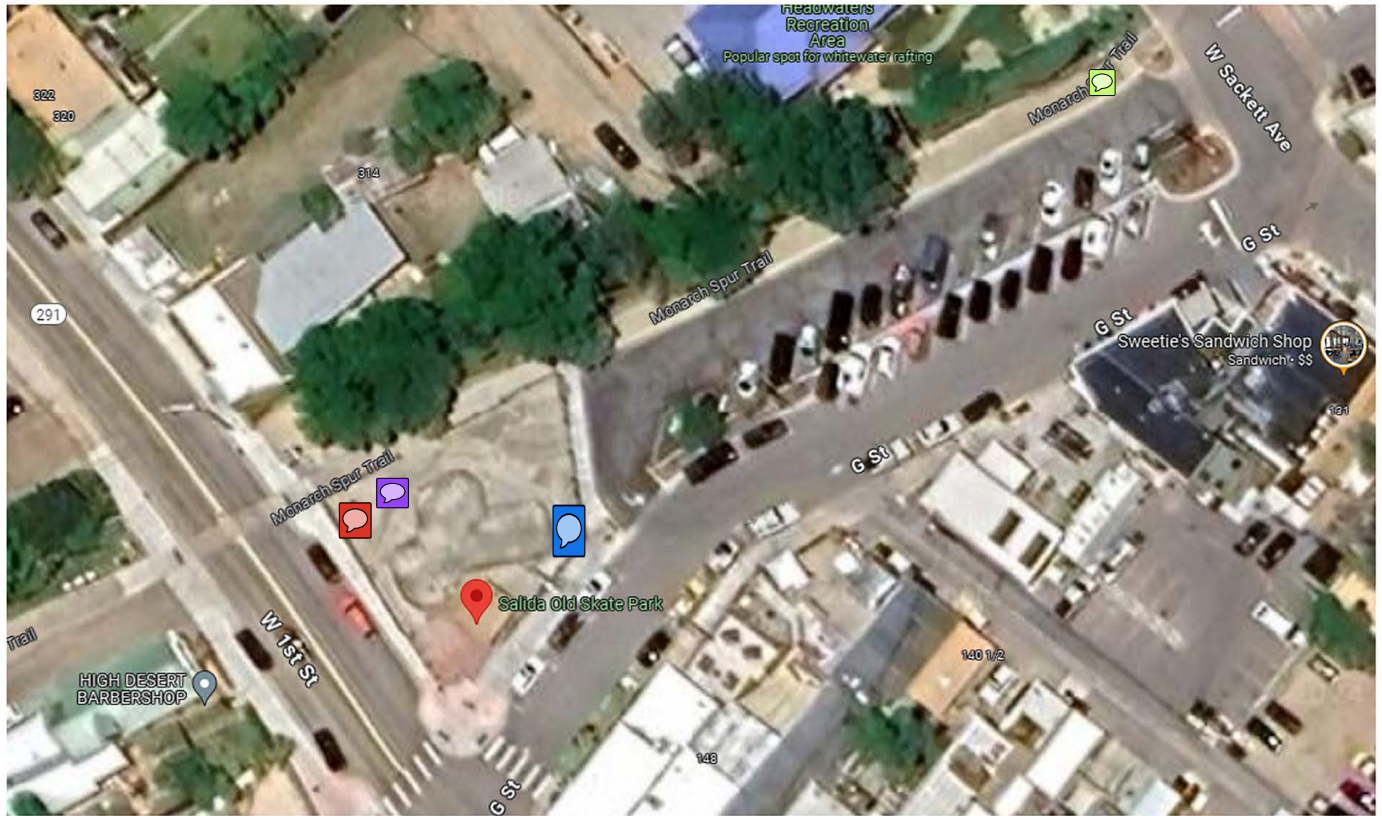
**CITY OF SALIDA ("City")**
 BY: \_\_\_\_\_  
 Christy Doon, City Administrator

Date: \_\_\_\_\_

**Ramps and Alleys, LLC ("Ramps and Alleys")**

BY: \_\_\_\_\_

Date: \_\_\_\_\_



= Registration tent



= Ramps & Alleys tent



= Water Refill table



= Porta Potty



# CERTIFICATE OF LIABILITY INSURANCE

DATE (M)  
12/0  
Item 3.

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

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

|                                                                                                                                                                     |  |                                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>American Specialty Insurance & Risk Services, Inc.<br><br>7609 W. Jefferson Blvd., Suite 100<br>Fort Wayne IN 46804                              |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>                                         |  |
| <b>INSURED</b><br>Women's Flat Track Derby Association; Women's Flat Track Derby, Inc.;<br>Quad Media, Inc.<br>1935 West 4700 South #212<br>Salt Lake City UT 84129 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Arch Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |
|                                                                                                                                                                     |  | <b>NAIC #</b><br>11150                                                                                                                          |  |

## COVERAGES

CERTIFICATE NUMBER: 1002193391

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                         | ADDL INSD                               | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------|---------------|-------------------------|-------------------------|----------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: EVENT | Y                                       | N        | SSCGL0014406  | 12/31/2023              | 12/31/2024              | EACH OCCURRENCE \$ 1,000,000           |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                                                                                                                                                                                                                                                                                                    |                                         |          |               |                         |                         |                                        |
|          | MED EXP (Any one person) \$ Excluded                                                                                                                                                                                                                                                                                                                      |                                         |          |               |                         |                         |                                        |
|          | PERSONAL & ADV INJURY \$ 1,000,000                                                                                                                                                                                                                                                                                                                        |                                         |          |               |                         |                         |                                        |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | GENERAL AGGREGATE \$ 5,000,000         |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 5,000,000    |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | \$                                     |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                         |                                         |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | BODILY INJURY (Per person) \$          |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | BODILY INJURY (Per accident) \$        |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$      |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED RETENTION \$                                                                                                                                 |                                         |          | SSFXS0010106  | 12/31/2023              | 12/31/2024              | EACH OCCURRENCE \$ 10,000,000          |
|          | AGGREGATE \$ 10,000,000                                                                                                                                                                                                                                                                                                                                   |                                         |          |               |                         |                         |                                        |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         | \$                                     |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                             | Y / N<br><input type="checkbox"/> N / A |          |               |                         |                         | PER STATUTE OTH-ER                     |
|          | E.L. EACH ACCIDENT \$                                                                                                                                                                                                                                                                                                                                     |                                         |          |               |                         |                         |                                        |
|          | E.L. DISEASE - EA EMPLOYEE \$                                                                                                                                                                                                                                                                                                                             |                                         |          |               |                         |                         |                                        |
|          | E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                                                                                                                                                                            |                                         |          |               |                         |                         |                                        |
|          |                                                                                                                                                                                                                                                                                                                                                           |                                         |          |               |                         |                         |                                        |

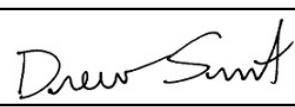
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Who is an Insured includes WFTDA Officials and Registered Member Leagues/Teams who have enrolled in the insurance program; and managers, coaches/officials, and members of registered Member Leagues/Teams who have enrolled in the insurance program, but only while acting in their capacity as such and only with respect to scheduled activities.

- Who is an Insured also includes validly-registered athletes participating in events sanctioned by WFTDA; and WFTDA Member Leagues/Teams who have enrolled in the insurance program as regards their participation in USA Roller Sports (USARS) sanctioned roller derby activities but only with respect to those activities directly related to their affiliation with WFTDA.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                         |                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Salida<br><br>448 E First Street Ste 112<br><br>Salida CO 81201 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

Item 3.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

|                                                                     |                           |                                                                                                                                                                            |
|---------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AGENCY</b><br>American Specialty Insurance & Risk Services, Inc. |                           | <b>NAMED INSURED</b><br>Women's Flat Track Derby Association; Women's Flat Track Derby, Inc.;<br>Quad Media, Inc.<br>1935 West 4700 South #212<br>Salt Lake City, UT 84129 |
| <b>POLICY NUMBER</b><br>SSCGL0014406                                |                           | <b>EFFECTIVE DATE:</b> 12/31/2023                                                                                                                                          |
| <b>CARRIER</b><br>Arch Insurance Company                            | <b>NAIC CODE</b><br>11150 |                                                                                                                                                                            |

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002193391

- Coverage applies to the following Member League: ARK VALLEY HIGH ROLLERS, PO BOX 1315, SALIDA, CO 81201.
- Blanket accident coverage is provided by Mutual of Omaha Insurance Company policy #SR2014UT-P-051784. Policy effective date: December 31, 2023 / Policy expiration date: December 31, 2024. Excess Accident Medical Expense Benefit: \$10,000. Deductible: \$2,500 per Injury for players with primary medical insurance, \$7,500 per Injury for players without primary medical insurance. Accidental Death & Specific Loss Principal Sum: \$5,000.
- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective December 31, 2023.



## CITY COUNCIL ACTION FORM

| DEPARTMENT   | PRESENTED BY                       | DATE              |
|--------------|------------------------------------|-------------------|
| Public Works | David Lady - Public Works Director | September 3, 2024 |

### ITEM

Council Action – Award 2024 Concrete Maintenance Project

Consent Agenda

### BACKGROUND

The City of Salida sidewalks have had significant upgrades completed in recent years. One program that has been in place includes repairs of existing sidewalks. Public Works staff periodically survey existing sidewalk conditions and also collect feedback from community members when sidewalks begin to fail. In general, work is prioritized in high pedestrian zones such as commercial areas, school routes, and high use areas. As maintenance needs have tapered off some due prior work completed, staff has identified a number of high pedestrian use areas or key connection points that do not have sidewalks. This year's projects consist of point repairs generally located in the downtown area as well as a connection point on Grant Avenue fronting the Golf Course. With the completion of Poncha Boulevard, a connection along Grant from Poncha Boulevard to Crestone Avenue will further enhance the ability to make connections in that part of town.

The project was advertised, and bids were received on August 19, 2024 as follows:

| Bidder                       | Total       | Business Location / Local Preference | Percent Above Low Bid |
|------------------------------|-------------|--------------------------------------|-----------------------|
| Jarcco Construction, Inc.    | \$80,968.00 | (Out of County)                      | Low Bid               |
| Cedar Ridge Landscaping, Inc | \$95,829.00 | (Out of County)                      | 18%                   |

\*The total reflects the summation of the individual unit price line items for construction.

Jarcco Construction, Inc. has previously worked for the City of Salida and performed similar scopes of work satisfactorily.

### FISCAL NOTE

The 2024 budget for concrete maintenance is as follows:

\$100,000 (31-30-6009)      Concrete Maintenance

|                                    |                         |
|------------------------------------|-------------------------|
| CONSTRUCTION CONTRACT              | \$ 80,968               |
| CONTINGENCY (10%)                  | \$ 8,000                |
| CONSTRUCTION MANAGEMENT            | \$ In-House             |
| QA MATERIALS TESTING (~2%)         | \$ 1,500                |
| <b><u>TOTAL PROJECT BUDGET</u></b> | <b><u>\$ 90,468</u></b> |



## CITY COUNCIL ACTION FORM

| DEPARTMENT   | PRESENTED BY                       | DATE              |
|--------------|------------------------------------|-------------------|
| Public Works | David Lady - Public Works Director | September 3, 2024 |

### **STAFF RECOMMENDATION**

Award a construction contract for the 2024 Concrete Maintenance Project and authorize the City Administrator to enter into a Construction Agreement between the City and Jarcco Construction, Inc. in the amount of \$80,968.00 with a total project budget of \$90,468

### **SUGGESTED MOTION**

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

---



## Proclamation

### DECLARING SEPTEMBER 15 – OCTOBER 15 AS NATIONAL HISPANIC HERITAGE MONTH

**Whereas**, each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

**Whereas**, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

**Whereas**, Hispanic heritage holds an indelible place in the heart and soul of our Nation, and National Hispanic Heritage Month reminds us that the American identity is a fabric of diverse traditions and stories woven together. Since the beginning, our country has drawn strength and insights from Hispanic writers, scientists, soldiers, doctors, entrepreneurs, academics, and leaders in labor and government. Our culture has been enriched by the rhythms, art, literature, and creativity of Hispanic peoples. And our deepest values have been informed by the love of family and faith that is at the core of so many Hispanic communities. All of these contributions help us realize the promise of America for all Americans.; and

**Whereas**, the City of Salida is committed to supporting all members of our community.

**Now, therefore, the City of Salida does hereby proclaim** September 15 – October 15, 2024, as National Hispanic Heritage Month in the City of Salida.

---

Mayor

---

Date



# CITY COUNCIL ACTION FORM

| DEPARTMENT            | PRESENTED BY                         | DATE            |
|-----------------------|--------------------------------------|-----------------|
| Community Development | Kathryn Dunleavy - Associate Planner | August 20, 2024 |

## AGENDA ITEM

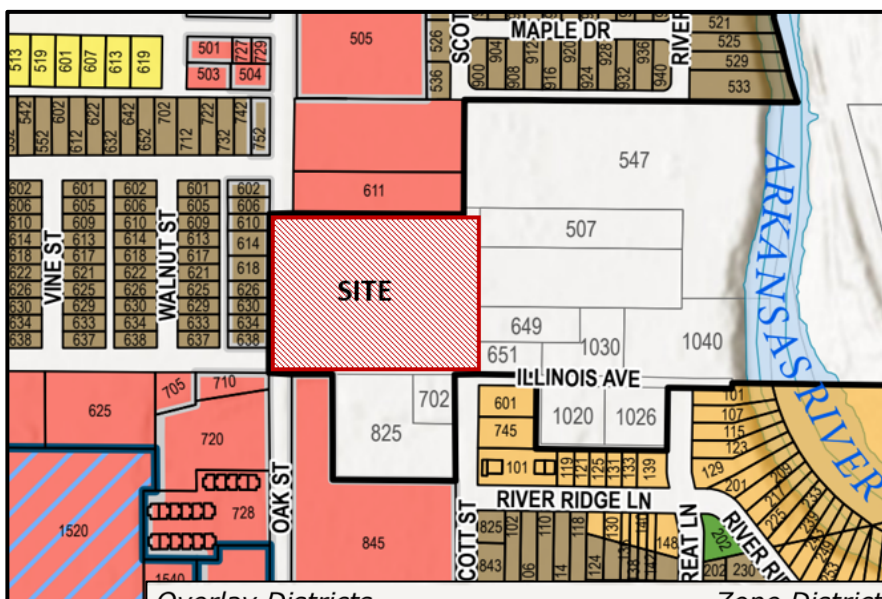
Ordinance 2024-17: First Reading and setting a public hearing on a proposed annexation to the City of Salida a certain tract of land in unincorporated Chaffee County known as the Salida School District Annexation.

## BACKGROUND

The applicant, Salida School District, submitted a complete application to annex the 4.43 acre property, inclusive of adjacent rights-of-way, located at 627 Oak Street, on May 30, 2024.

### **Surrounding Land Use and**

**Zoning:** The site is currently zoned COM (Commercial) in the County. The properties to the east and south are in Chaffee County and are zoned RES (Residential). The properties to the north, west, southwest, and southeast are within the City limits and are zoned C-1 (Commercial), R-4 (Manufactured Housing Residential) C-1 (Commercial), and R-3 (High Density Residential), respectively. The properties to the west and southwest are also in the SH 291 Established Commercial Overlay.



## ANNEXATION PROCESS:

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

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;

| Overlay Districts                                                                                           | Zone Districts                                                                               |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <span style="border: 2px solid yellow; padding: 2px;"> </span> Salida Downtown Historic District (SDHD)     | <span style="background-color: #ffcccc; border: 1px solid black; padding: 2px;"> </span> C-1 |
| <span style="border: 2px solid green; padding: 2px;"> </span> Historic Protection Overlay (HPO)             | <span style="background-color: #ffcccc; border: 1px solid black; padding: 2px;"> </span> C-2 |
| <span style="border: 2px solid magenta; padding: 2px;"> </span> Creative District Boundary                  | <span style="background-color: #cccccc; border: 1px solid black; padding: 2px;"> </span> I   |
| <span style="border: 2px solid grey; padding: 2px;"> </span> Highway 291 Established Commercial (291 CO)    | <span style="background-color: #ccccff; border: 1px solid black; padding: 2px;"> </span> PD  |
| <span style="border: 2px solid orange; padding: 2px;"> </span> Highway 291 Established Residential (291 CO) | <span style="background-color: #ffffcc; border: 1px solid black; padding: 2px;"> </span> R-1 |
| <span style="border: 2px solid blue; padding: 2px;"> </span> Highway 50 Corridor Overlay (50 CO)            | <span style="background-color: #ffff00; border: 1px solid black; padding: 2px;"> </span> R-2 |
| <span style="border: 2px dashed orange; padding: 2px;"> </span> Central Business Economic Overlay (CBE0)    | <span style="background-color: #ffcc00; border: 1px solid black; padding: 2px;"> </span> R-3 |
| <span style="border: 2px solid cyan; padding: 2px;"> </span> Sackett's Addition Overlay                     | <span style="background-color: #ffcc00; border: 1px solid black; padding: 2px;"> </span> R-4 |
|                                                                                                             | <span style="background-color: #cccccc; border: 1px solid black; padding: 2px;"> </span> RMU |

- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
  - On July 16, 2024 City Council adopted Resolution 2024-44 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for September 3, 2024.
- The (City Council) public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation petition;
- Council holds a public hearing to review and possibly approves the proposed zoning.

Annexation Agreement: An annexation agreement is not proposed with this annexation. All terms of this annexation were recently approved by City Council on March 19, 2024 in Resolution 2024-13, an amended pre-annexation agreement. That agreement included, but was not limited to, the school's obligations for right-of-way dedication, fees-in-lieu of street improvements, drainage improvements, and landscape requirements. Those obligations are required to be met prior to connection to municipal water services.

#### **FINDINGS OF FACT:**

As explained above, the annexation shall be considered by the Commission as a required step prior to the zoning of the property. The following findings of facts are required for annexation:

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

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

| Proposed Action                       | Planning Commission Recommendation | City Council First Reading | City Council Final Action |
|---------------------------------------|------------------------------------|----------------------------|---------------------------|
| Findings of Fact Resolution 2024 - XX |                                    |                            | 09/03/2024                |
| Annexation Ordinance 2024 - 17        | 7/22/2024                          | 08/20/2024                 | 09/03/2024                |
| Annexation Agreement - Not Applicable |                                    |                            |                           |
| Zoning Ordinance 2024 - 18            | 7/22/2024                          | 08/20/2024                 | 09/03/2024                |

#### **RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:**

- Salida Fire Department: Assistant Fire Chief, Kathy Rohrich, responded “Fire Department has no concerns at this time.”
- Salida Police Department: Police Chief, Russ Johnson, responded “No issues from PD at this time.”
- Public Works Department: Public Works, Director, David Lady, responded that sufficient right-of-way dedication has been shown on the annexation plat. The requested drainage report has been submitted. All other requirements of the pre-annexation agreement must be met prior to connection to municipal water services. This includes payment of fees-in-lieu of constructing required site improvements in the amount described in the cost estimate provided by the School District dated February 23, 2024.
- Salida Finance Department: Staff Accountant, Renee Thonhoff, responded that the account is classified as Sewer Only In City. System Development fees for commercial water, a water meter, and the equivalent wastewater fees (minus any existing credit) shall be required upon annexation.
- Xcel Energy: Donna George, Right of Way and Permits, responded “Please be advised that Public Service Company has existing both overhead and underground electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado’s ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.”
- Atmos Energy: Dan Higgins, responded, “Atmos Energy has no comment”.
- Chaffee County Planning Department: Planning Director, Miles Cottom, responded that according to County maps and records, the portion of Illinois Ave. abutting the southern property boundary and the portion of Scott St. abutting the eastern property boundary are still technically in the County. If your records reflect the same, this may be a good time to formally annex those two into the City.
- Chaffee County Building Department: Chief Building Official, Chad Chadwick, responded, “No concerns at this time.”

## **RECOMMENDATION**

### **PLANNING COMMISSION RECOMMENDATION**

A public hearing was held July 22, 2024 and the Commission recommended Council approve the proposed Salida School District Annexation.

### **STAFF RECOMMENDATION**

Staff recommends approval of the proposed annexation.

**FISCAL IMPACT** - Fiscal Impact does not apply to this application.

## **MOTION**

A City Councilmember should state “I move to \_\_\_\_\_ Ordinance 2024-17 approving the annexation of approximately 4.43 acres known as the Salida School District Annexation.” followed by a second and a roll call vote.

ATTACHMENTS: Ordinance 2024-17  
Application Materials

**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 17  
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN  
UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA SCHOOL  
DISTRICT ANNEXATION**

**WHEREAS**, on May 30, 2024, representatives of the Salida School District, R-32-J, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 4.43 acres located at 627 Oak Street in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and; and

**WHEREAS**, pursuant to C.R.S. §31-12-108, the City Council by Resolution No.44, Series of 2024 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on September 3, 2024, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and; and

**WHEREAS**, pursuant to C.R.S. §31-12-108 to -110, the City Council on September 3, 2024 held a duly-noticed public hearing to consider the proposed annexation; and

**WHEREAS**, notice of such hearing was published on July 26, 2024, August 2, 2024, August 9, 2024, and August 16, 2024 in *The Mountain Mail* newspaper; and

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

**WHEREAS**, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of Salida the Salida School District Annexation; and

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

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto, and such real Property is hereby annexed to and made a part of the City of Salida.
3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:
  - A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
  - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
  - C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 20th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 23<sup>rd</sup> day of August, 2024, and set for second reading and public hearing on the 3<sup>rd</sup> day of September, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL AS REVISED, by the City Council on the 3<sup>rd</sup> day of September, 2024.

CITY OF SALIDA, COLORADO

---

Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 23<sup>rd</sup> day of August, 2024, and IN FULL AS REVISED, after final adoption on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk/Deputy City Clerk

## EXHIBIT A

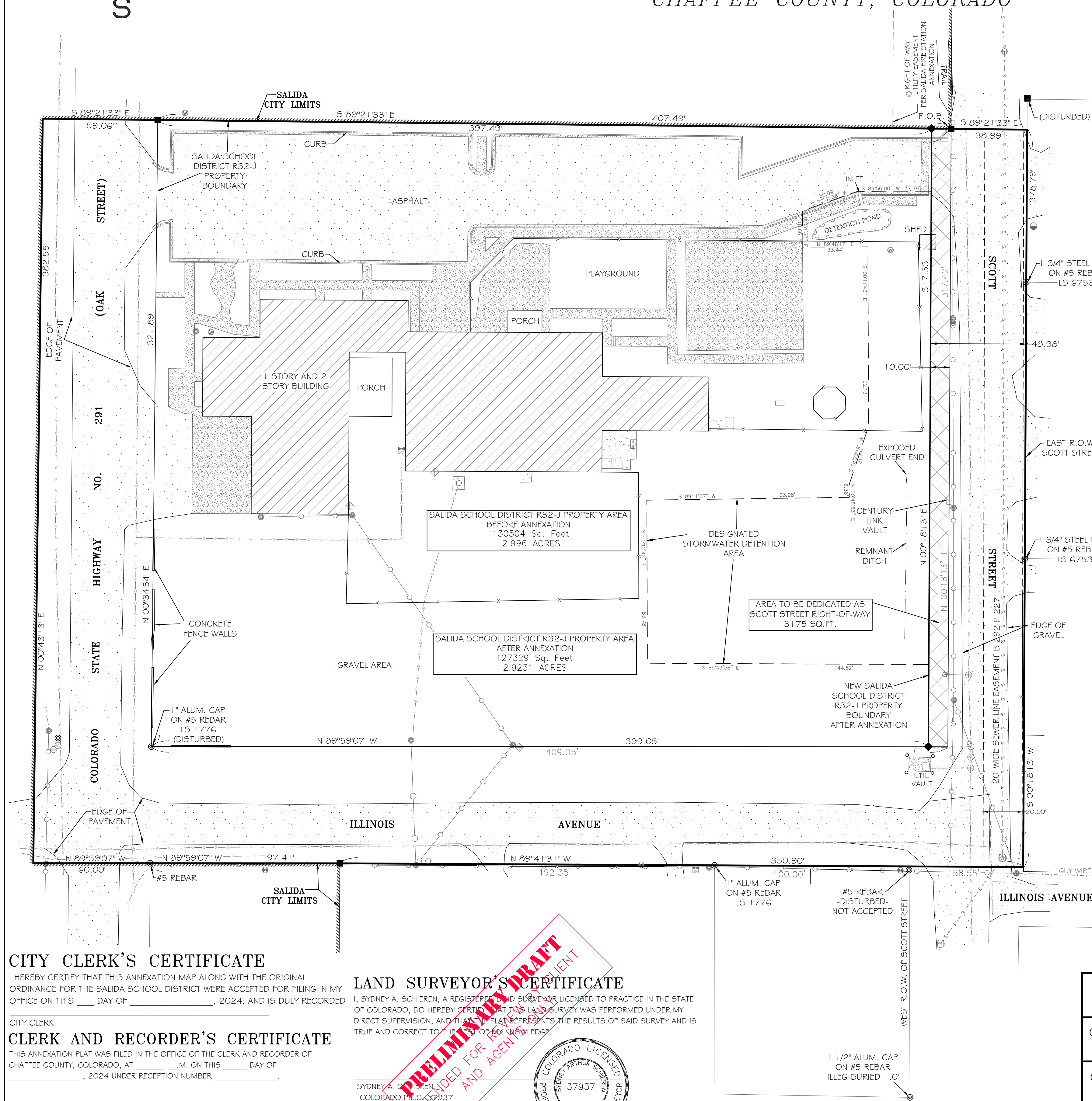
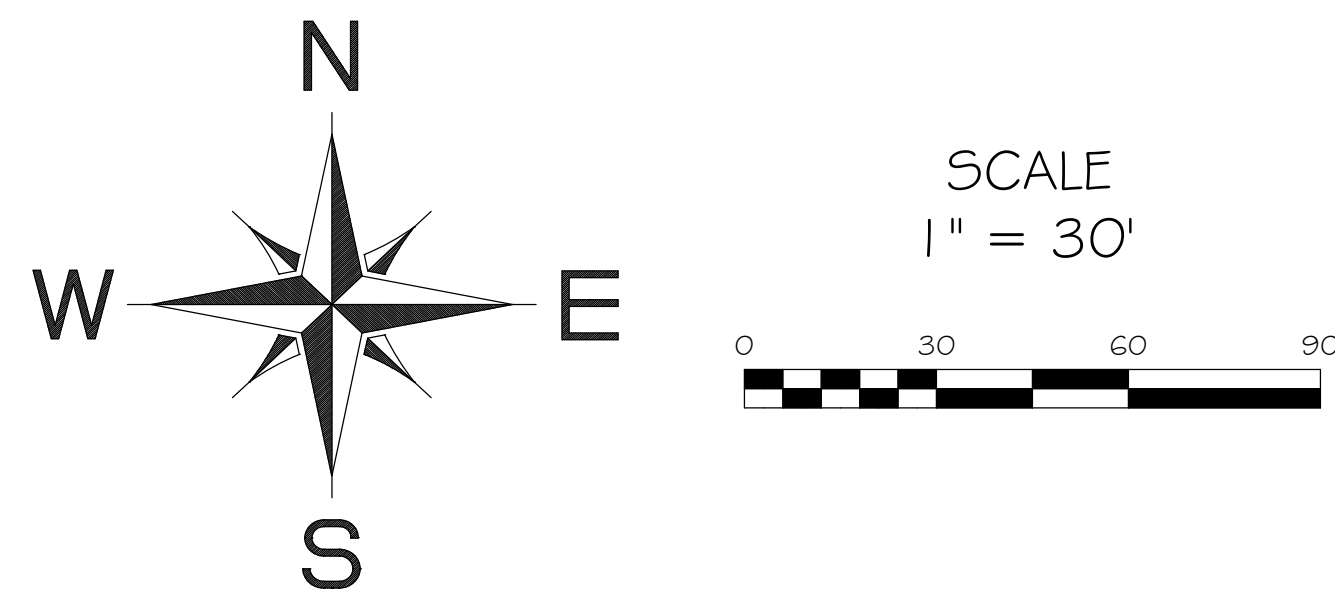
**LEGAL DESCRIPTION  
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET;  
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;  
THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;  
THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 350.90 FEET;  
THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;  
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 59.06 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501;  
THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING.  
CONTAINING 4.43 ACRES

PREPARED BY:

 **LANDMARK**  
SURVEYING & MAPPING  
SYDNEY A. SCHIEREN, PLS 37937  
PO BOX 668  
SALIDA, COLORADO 81201

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST  
QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9  
EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN,  
CHAFFEE COUNTY, COLORADO



- ◆ FOUND MONUMENT AS NOTED
- SET 1½" ALUMINUM CAP LS 37937
- ◆ 1½" ALUMINUM CAP LS 16117
- ◆ ELECTRIC METER
- ◆ GAS METER
- ◆ WATER VALVE
- ◆ WATER METER
- ◆ POWER POLE
- ◆ SEWER CLEAN OUT
- ◆ WELL
- ◆ SEWER MAIN HOLE
- ◆ CATCH BASIN
- ◆ FIRE HYDRANT
- ◆ TELEPHONE PEDESTAL
- ◆ FENCE
- ◆ OVERHEAD UTILITY
- ◆ UNDERGROUND SEWER
- ◆ UNDERGROUND GAS LINE
- ◆ UNDERGROUND WATER LINE
- ◆ UNDERGROUND TELEPHONE LINE
- ◆ CONCRETE

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTH LINE OF SUBJECT PROPERTY BETWEEN TWO 1½" ALUMINUM CAPS ON #5 REBAR STAMPED L5 1G 117 HAVING A BEARING OF SOUTH 89°21'33" EAST

2) OWNER: SALIDA SCHOOL DISTRICT R32-J  
627 OAK STREET  
SALIDA, COLORADO 81201

3) EXISTING ZONE: CHAFFEE COUNTY-COMMERCIAL

4) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

5) TOTAL AREA TO BE ANNEXED=4.43 ACRES

THIS IS TO CERTIFY THAT SALIDA SCHOOL DISTRICT R32-J IS THE OWNER OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO AND DOES HEREBY DEDICATE TO THE CITY OF SALIDA THAT PORTION OF PROPERTY TO BECOME THE RIGHT-OF-WAY OF SCOTT STREET AS SHOWN HEREON.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

OWNERS:

REPRESENTATIVE SALIDA SCHOOL DISTRICT R32-J

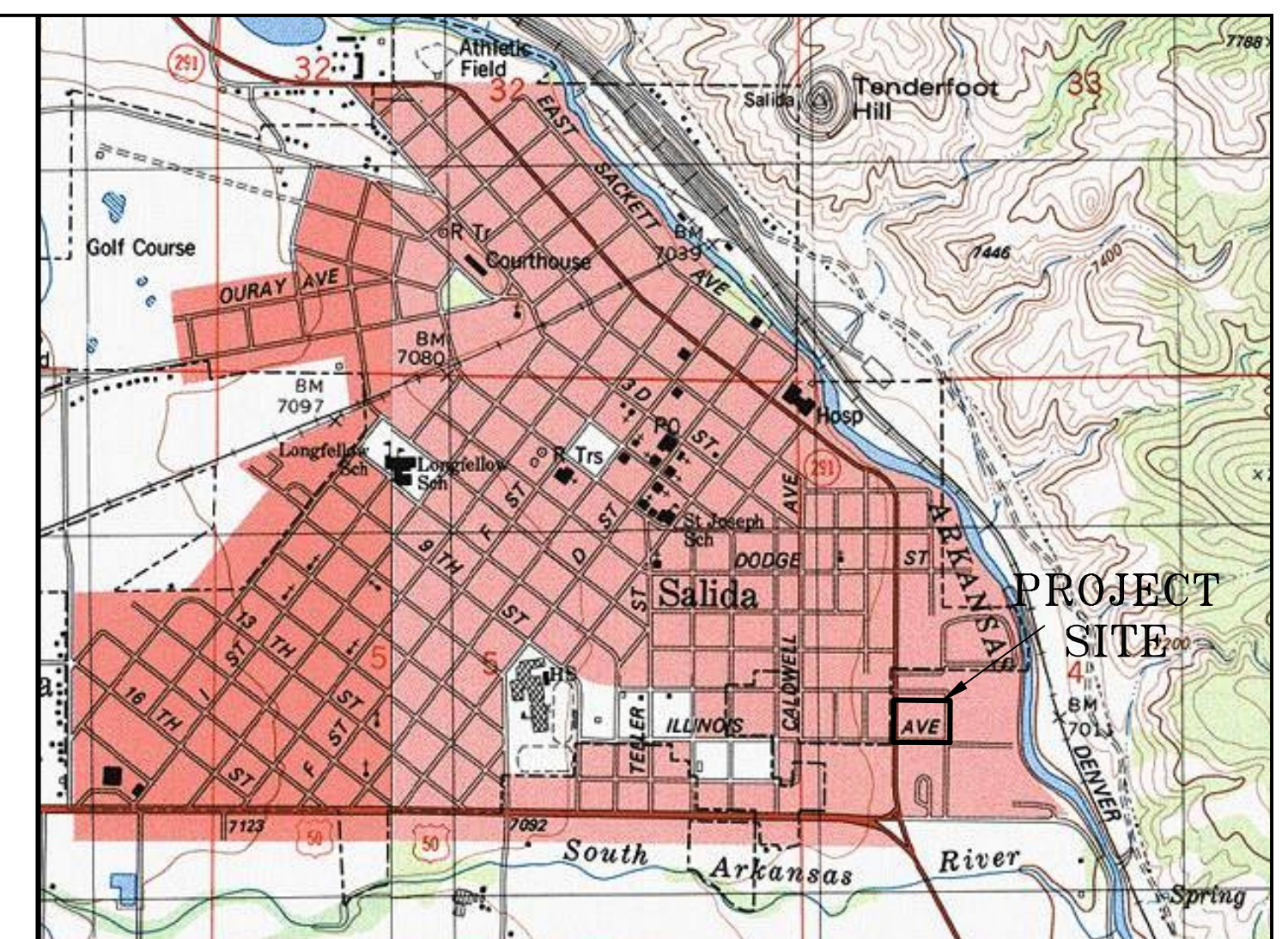
COUNTY OF CHAFFEE )  
 ) ss.  
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024, BY REPRESENTATIVE SALIDA SCHOOL DISTRICT R32-J. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

|                                                |          |
|------------------------------------------------|----------|
| TOTAL PERIMETER OF LAND TO BE ANNEXED          | 1 775.19 |
| CONTIGUOUS BOUNDARY WITH CITY OF SALIDA        | 1 006.51 |
| CONTIGUOUS BOUNDARY REQUIREMENT<br>1/6 = 16.7% | 56.7%    |



VICINITY MAP  
NOT TO SCALE

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY SALIDA SCHOOL DISTRICT R32-J AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPT PUBLIC STREETS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON \_\_\_\_\_, 20\_\_\_\_, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-1-2-107(1), C.R.S.; AND WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON \_\_\_\_\_, 20\_\_\_\_, AS REQUIRED BY SECTION 31-1-2-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION \_\_\_\_\_ (SERIES 20\_\_\_\_) DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTIONS 31-1-2-107 AND 105, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON \_\_\_\_\_, 20\_\_\_\_, THE CITY COUNCIL ADOPTED ORDINANCE NO. \_\_\_\_\_ (SERIES 20\_\_\_\_) APPROVING AND ANNEXING **SALIDA SCHOOL DISTRICT ANNEXATION**.

NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE **SALIDA SCHOOL DISTRICT ANNEXATION** AS DESCRIBED HEREIN, TO WIT:

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 1 G1 17, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 1 G1 17, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET;  
 THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;  
 THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;  
 THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 350.90 FEET;  
 THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
 THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
 THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;  
 THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 59.06 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501;  
 THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 4.43 ACRES

SIGNED THIS                      DAY OF                      , 2024

MAYOR OF THE CITY OF SALIDA

I \_\_\_\_\_, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN SALIDA SCHOOL DISTRICT R32-J, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

---

DATED THIS       DAY OF       , 2024.

TITLE AGENT

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ORDINANCE FOR THE SALIDA SCHOOL DISTRICT WERE ACCEPTED FOR FILING IN THE PUBLIC RECORDS OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AND IS DULY RECORDED.

CITY CLERK

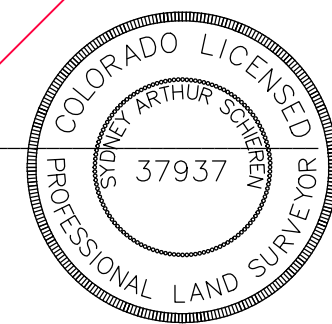
THIS ANNEXATION PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 UNDER RECEPTION NUMBER \_\_\_\_\_.

CHAFFEE COUNTY CLERK AND RECORDER

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

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

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



1 1/2" ALUM. CAP  
ON #5 REBAR  
ILLEG-BURIED 1.0'



## GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

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

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

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

#### A. Applicant Information

Name of Applicant: Salida School District R-32-J

Mailing Address: 627 Oak Street, Salida, CO 81201

Telephone Number: 719-530-5200 FAX: 719-539-6220

Email Address: smoore@salidaschools.org

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

#### B. Site Data

Name of Development: Horizon Exploratory Academy

Street Address: 627 Oak Street, Salida, CO 81201  
Tract in p23W4 4-49-9

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_ (attach description)

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

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

Signature of applicant/agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of property owner [Signature] Date 5/6/24



## SALIDA SCHOOL DISTRICT R-32-J

### BOARD OF EDUCATION

Joe Smith, President

Jodi Breckenridge Petit, Vice-President; Matthew Hobbs, Treasurer

Directors: Ben Hill, Karen Lundberg, Mandy Paschall, Jenn Schuchman

David Blackburn, Superintendent

William Wooddell, Assistant Superintendent

Item 6.

To the City of Salida:

As previously discussed in our pre-annexation agreement, The Salida School District is seeking to annex our current county property located at 627 Oak St. into the city in the coming months. We are currently on County land, and we are looking at moving into the city with the intent of building up this side of the community along with the new fire station. This will also allow the district to put forth work to tap into city utilities as we pursue a remodel project on the land with intent to improve programming facilities for many students within the district. This development will allow us to safely serve more students in a learning-rich environment within the city lines.

Our development of the land will consist of adding on an additional square footage on the structure already existing at 627 Oak St with the intent of bringing our Horizons Exploratory Academy into the facility. We currently have one of our middle schools meeting at this location, and this addition will allow us to bring more students onto a centralized campus. We will also be endeavoring to create an appealing and well-kept space that fosters student learning as well as improves the visual appeal for the entire town. We have appreciated the partnership we have with the city in our other main campus locations and feel this would be a move that would allow us to continue our partnership allowing for the district and city to better serve our community and specifically the students within the community.

Thank you for your consideration,

Joe Smith

Salida School Board - President



## ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

Item 6.

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

#### A. Development Process

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

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

#### ✓ 1. General Development Application

#### 2. Annexation Petition

DLR  
Already  
Submitted

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

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

DLR  
Already  
Submitted

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

#### 5. Application Fee - According to current adopted fee schedule

**7. Public Notice.**

- a) A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
- b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
- c) Applicant is responsible for posting the property and proof of posting the public notice.

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

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

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

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

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

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

**ANNEXATION PETITION**

---

**"INSERT A"**

(Description of territory proposed for annexation)

**LEGAL DESCRIPTION  
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET;  
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;  
THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;  
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THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;  
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CONTAINING 4.43 ACRES

PREPARED BY:

 **LANDMARK**  
SURVEYING & MAPPING  
SYDNEY A. SCHIEREN, PLS 37937  
PO BOX 668  
SALIDA, COLORADO 81201

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

[illegible]

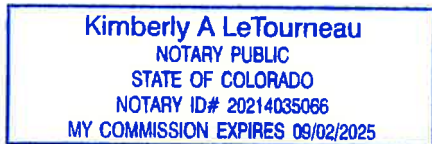
## ANNEXATION PETITION

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### CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO     )  
                                           ) ss.  
 COUNTY OF CHAFFEE     )

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.



  
 Circulator

Subscribed and sworn to before me this 6<sup>th</sup> day of May, A. D. 2024.

Witness my hand and official seal. My commission expires: September 2, 2025.

  
 Notary Public

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

Item 6.

TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE that on September 3, 2024 at or about the hour of 6:00 p.m., a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: <https://attendee.gotowebinar.com/register/6382995264411204366>.

The hearing is regarding applications for Annexation and Zoning submitted by and on behalf of Salida School District R-32-J, for the property located at 627 Oak Street.

The City is currently considering a petition to annex and zone the subject property into the City. The general purpose of the application is to consider the applicant's request to zone the property Commercial (C-1).

Interested persons are encouraged to attend the public hearing. Further information on the applications may be obtained from the Community Development Department, (719) 530-2631.

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

Published in The Mountain Mail August 16, 2024



# CITY COUNCIL ACTION FORM

| DEPARTMENT            | PRESENTED BY                         | DATE              |
|-----------------------|--------------------------------------|-------------------|
| Community Development | Kathryn Dunleavy - Associate Planner | September 3, 2024 |

## AGENDA ITEM

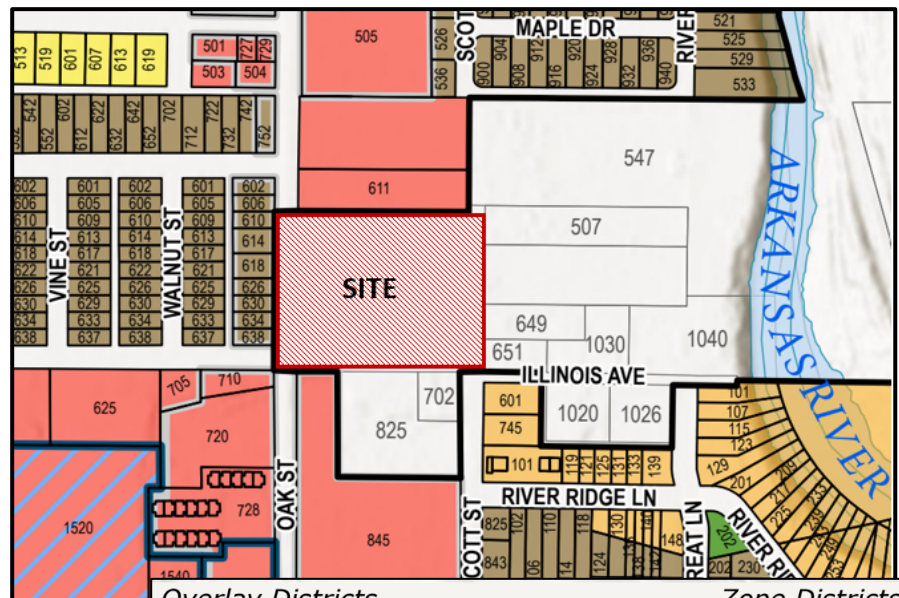
Ordinance 2024-18: Second reading and public hearing on the proposed zoning of Commercial (C-1) for the Salida School District Annexation.

## BACKGROUND

Following approval of the Salida School District Annexation of the 4.43 acre property into the City of Salida, the applicant has requested a designation of Commercial (C-1) zone district. The area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance. The property is located at 627 Oak Street.

### Surrounding Land Use and Zoning:

The site is currently zoned COM (Commercial) in the County. The properties to the east and south are in Chaffee County and are zoned RES (Residential). The properties to the north, west, southwest, and southeast are within the City limits and are zoned C-1 (Commercial), R-4 (Manufactured Housing Residential) C-1 (Commercial), and R-3 (High Density Residential), respectively. The properties to the west and southwest are also in the SH 291 Established Commercial Overlay.



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

#### 1. Consistency with Comprehensive Plan.

The proposed amendment shall be consistent with the Comprehensive Plan.

- The Comprehensive Plan includes the goals that new projects should complement the neighborhood's mass and scale; be focused within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
  - A school as well as district offices are complementary to the existing mix of commercial / residential / light industrial / institutional buildings and uses that exist along this corridor.

| Overlay Districts                                                                                           | Zone Districts                                                                               |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <span style="border: 2px solid yellow; padding: 2px;"> </span> Salida Downtown Historic District (SDHD)     | <span style="background-color: #ffcccc; border: 1px solid black; padding: 2px;"> </span> C-1 |
| <span style="border: 2px solid green; padding: 2px;"> </span> Historic Protection Overlay (HPO)             | <span style="background-color: #ffcccc; border: 1px solid black; padding: 2px;"> </span> C-2 |
| <span style="border: 2px solid magenta; padding: 2px;"> </span> Creative District Boundary                  | <span style="background-color: #cccccc; border: 1px solid black; padding: 2px;"> </span> I   |
| <span style="border: 2px solid gray; padding: 2px;"> </span> Highway 291 Established Commercial (291 CO)    | <span style="background-color: #ccccff; border: 1px solid black; padding: 2px;"> </span> PD  |
| <span style="border: 2px solid orange; padding: 2px;"> </span> Highway 291 Established Residential (291 CO) | <span style="background-color: #ffffcc; border: 1px solid black; padding: 2px;"> </span> R-1 |
| <span style="border: 2px solid blue; padding: 2px;"> </span> Highway 50 Corridor Overlay (50 CO)            | <span style="background-color: #ffff00; border: 1px solid black; padding: 2px;"> </span> R-2 |
| <span style="border: 2px dashed orange; padding: 2px;"> </span> Central Business Economic Overlay (CBEO)    | <span style="background-color: #ffcc00; border: 1px solid black; padding: 2px;"> </span> R-3 |
| <span style="border: 2px solid cyan; padding: 2px;"> </span> Sackett's Addition Overlay                     | <span style="background-color: #ffcc99; border: 1px solid black; padding: 2px;"> </span> R-4 |
|                                                                                                             | <span style="background-color: #990099; border: 1px solid black; padding: 2px;"> </span> RMU |

- The area is within the MSA.
  - A school as well as district offices maximizes the utilization of this lot for an essential public use.
2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
- Per the land use code, the purpose of the Commercial (C-1) zone district is: “to provide for commercial and service businesses in a pattern that allows ease of access by both vehicles and pedestrians. Typically, residential uses are conditional within a C-1 zone district. Areas designated Commercial (C-1) are located primarily along the City’s main entrance corridors.”
  - This is the most compatible zone district that the Land Use Code offers. In lieu of an “Institutional” district, this proposed amendment is consistent with the purposes of the Commercial (C-1) district.
3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
- The zoning classification of Commercial (C-1) is compatible with the surrounding zoning of C-1, R-4, and R-3. The existing C-1 and R-4 zoned properties do have an SH 291 Established Commercial Overlay that was not included on the fire station property directly north of this site, nor is being requested for this property. C.R.S. §22-32-124(1) provides that a school board retains final authority to decide where schools are needed and to build the necessary buildings. In the forthcoming Land Use Code and Zoning Conversion, this site is designated to be converted to the “Institutional Use” zone.
  - Adjacent uses include a future fire station, manufactured housing, and multi-family residential.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

## **RECOMMENDATION**

### **PLANNING COMMISSION RECOMMENDATION**

A public hearing was held July 22, 2024 and the Commission recommended City Council approve the proposed zoning of the site as Commercial (C-1) as it meets the applicable review standards.

### **STAFF RECOMMENDATION**

Staff recommends approval of the proposed zoning.

**FISCAL IMPACT** - Fiscal Impact does not apply to this application.

## **MOTION**

A City Councilmember should state “I move to \_\_\_\_\_ Ordinance 2024-18, an ordinance of the City of Salida, Colorado zoning certain real property known as the Salida School District Annexation, as Commercial (C-1).” followed by a second and a roll call vote.

### **ATTACHMENTS:**

Ordinance 2024-18  
Application Materials

**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 18  
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, ZONING  
CERTAIN REAL PROPERTY KNOWN AS THE SALIDA SCHOOL DISTRICT  
ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT**

**WHEREAS**, on May 30, 2024, representatives of the Salida School District, R-32J, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 4.43 acres located at 627 Oak Street in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and; and

**WHEREAS**, by Ordinance No.17, Series of 2024 the City of Salida annexed the Salida School District Annexation to the City; and

**WHEREAS**, Petitioner has filed an application to zone the Property within the Commercial (C-1) zone district, and on July 22, 2024 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as Commercial (C-1); and

**WHEREAS**, as required by the Salida Municipal Code, the public hearing on the zoning application for the Salida School District Annexation will be held on September 3, 2024 at a regularly scheduled meeting of the Salida City Council.

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

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

INTRODUCED ON FIRST READING, on the 20th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 23<sup>rd</sup> day of August, 2024, and set for second reading and public hearing on the 3rd day of September, 2024.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 20<sup>th</sup> day of August, 2024, and BY TITLE ONLY, after final adoption on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk/Deputy City Clerk

## EXHIBIT A

LEGAL DESCRIPTION  
OF A TRACT OF LAND

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO.

474501, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE

CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP

STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET; THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;

THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;

THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A

DISTANCE OF 350.90 FEET;

THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A

DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);

THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF

COLORADO STATE HIGHWAY NO. 291 (OAK STREET);

THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE

HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;

THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 59.06 FEET TO THE NORTHWEST CORNER OF

SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501;

THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING. CONTAINING 4.43 ACRES



## GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

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

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

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

#### A. Applicant Information

Name of Applicant: Salida School District R-32-J  
 Mailing Address: 627 Oak Street, Salida, CO 81201  
 Telephone Number: 719-530-5200 FAX: 719-539-6220  
 Email Address: smoore@salidaschools.org

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

#### B. Site Data

Name of Development: Horizon Exploratory Academy  
 Street Address: 627 Oak Street, Salida, CO 81201  
Tract in p23W4 4-49-9  
 Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_ (attach description)

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

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

Signature of applicant/agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of property owner [Signature] Date 5/6/24



## SALIDA SCHOOL DISTRICT R-32-J

### BOARD OF EDUCATION

Joe Smith, President

Jodi Breckenridge Petit, Vice-President; Matthew Hobbs, Treasurer

Directors: Ben Hill, Karen Lundberg, Mandy Paschall, Jenn Schuchman

David Blackburn, Superintendent

William Wooddell, Assistant Superintendent

Item 7.

To the City of Salida:

As previously discussed in our pre-annexation agreement, The Salida School District is seeking to annex our current county property located at 627 Oak St. into the city in the coming months. We are currently on County land, and we are looking at moving into the city with the intent of building up this side of the community along with the new fire station. This will also allow the district to put forth work to tap into city utilities as we pursue a remodel project on the land with intent to improve programming facilities for many students within the district. This development will allow us to safely serve more students in a learning-rich environment within the city lines.

Our development of the land will consist of adding on an additional square footage on the structure already existing at 627 Oak St with the intent of bringing our Horizons Exploratory Academy into the facility. We currently have one of our middle schools meeting at this location, and this addition will allow us to bring more students onto a centralized campus. We will also be endeavoring to create an appealing and well-kept space that fosters student learning as well as improves the visual appeal for the entire town. We have appreciated the partnership we have with the city in our other main campus locations and feel this would be a move that would allow us to continue our partnership allowing for the district and city to better serve our community and specifically the students within the community.

Thank you for your consideration,

Joe Smith

Salida School Board - President



## LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

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

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

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

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

#### ☒ 1. A General Development Application

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

#### ☒ 3. A brief written description of the proposed development signed by the applicant;

#### ☒ 4. Special Fee and Cost Reimbursement Agreement completed. *\*major impact only*

#### ☒ 5. Public Notice.

- a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
- b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
- c) Applicant is responsible for posting the property and submittal of proof of posting the public notice.

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

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

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

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

c. Parking spaces;

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

e. Drainage improvements and drainage easements;

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

g. Any other improvements;

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

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

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

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

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

c. Profiles for municipal water lines; and

d. Street plans and profiles.

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

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

- ☐ 8. Any subdivision request including a plat meeting the requirements of Section 16-6-110;
- ☐ 9. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

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

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

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

(iv) Engineering specifications for any improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Request C1 Zone - Consistent w/  
Comprehensive Plan

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

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

C1 zone request for School District

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

Refer Pre Annexation Agreement

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

Current County School - compatible  
w/ surrounding areas

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

Will not create nuisance - currently  
a School Building

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

Facilities are adequate to serve  
proposed/current use

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

Current use of property does not  
cause deterioration to any features.  
No environmental impacts foreseen.

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

Item 7.

TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE that on September 3, 2024 at or about the hour of 6:00 p.m., a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: <https://attendee.gotowebinar.com/register/6382995264411204366>.

The hearing is regarding applications for Annexation and Zoning submitted by and on behalf of Salida School District R-32-J, for the property located at 627 Oak Street.

The City is currently considering a petition to annex and zone the subject property into the City. The general purpose of the application is to consider the applicant's request to zone the property Commercial (C-1).

Interested persons are encouraged to attend the public hearing. Further information on the applications may be obtained from the Community Development Department, (719) 530-2631.

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

Published in The Mountain Mail August 16, 2024



# CITY COUNCIL ACTION FORM

| DEPARTMENT            | PRESENTED BY                         | DATE              |
|-----------------------|--------------------------------------|-------------------|
| Community Development | Kathryn Dunleavy - Associate Planner | September 3, 2024 |

## **AGENDA ITEM**

Resolution 2024-54: Approving the Findings of Fact of the Salida School District Annexation

## **BACKGROUND**

The proposed actions for the Salida School District Annexation are as follows:

| Proposed Action                     | Planning Commission Recommendation | City Council First Reading | City Council Final Action |
|-------------------------------------|------------------------------------|----------------------------|---------------------------|
| Findings of Fact Resolution 2024-54 |                                    |                            | 9/03/2024                 |
| Annexation Ordinance 2024-17        | 7/22/2024                          | 8/20/2024                  | 9/03/2024                 |
| Zoning Ordinance 2024-18            | 7/22/2024                          | 8/20/2024                  | 9/03/2024                 |

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of 4.43 acres including portions of Oak Street, Illinois Avenue, and Scott Street. The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in The Mountain Mail on July 26, 2024, August 2, 2024, August 9, 2024, and August 16, 2024.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on July 24, 2024.
- A public hearing was held on the annexation on September 3, 2024 and determined the area to be annexed complies with state statutes including:
  - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
  - The property has not been divided since starting the annexation;
  - No other annexation proceedings including the property have been started by another municipality;

- The annexation will not cause the property to be detached from the school district; and
- The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

## **RECOMMENDATION**

All of the findings have been met and staff recommends City Council adopt Resolution 2024-54.

## **MOTION**

A City Councilmember should state, "I move to adopt Resolution 2024-54 approving the findings of facts for the Salida School District Annexation."

Attachment:

Resolution 2024-54

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 54  
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SALIDA SCHOOL DISTRICT ANNEXATION**

**WHEREAS**, on May 30, 2024, representatives of the Salida School District, R-32-J, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 4.43 acres located at 627 Oak Street in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the City Council by Resolution 44, Series of 2024, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

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

**WHEREAS**, the City Council has completed a public hearing on September 3, 2024 to determine that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

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

**BE IT FURTHER RESOLVED:**

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

**BE IT FURTHER RESOLVED:**

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

**RESOLVED, APPROVED AND ADOPTED** this 3rd day of September, 2024.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

## EXHIBIT A

**LEGAL DESCRIPTION  
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET;  
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;  
THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;  
THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 350.90 FEET;  
THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);  
THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;  
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 59.06 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501;  
THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING.  
CONTAINING 4.43 ACRES

PREPARED BY:

 **LANDMARK**  
SURVEYING & MAPPING  
SYDNEY A. SCHIEREN, PLS 37937  
PO BOX 668  
SALIDA, COLORADO 81201



# CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY                | DATE              |
|------------|-----------------------------|-------------------|
| Police     | Russ Johnson - Police Chief | September 3, 2024 |

## **AGENDA ITEM**

Resolution **2024-55** – Approving an Intergovernmental Agreement between the City of Salida and the Salida School District.

## **BACKGROUND**

Since 2017, the City of Salida and the Salida School District have been operating under an Intergovernmental Agreement (IGA) to provide for a School Resource Officer (SRO) at schools within the District. In 2019, this IGA was amended to provide for a second SRO within the District as well as to strengthen bonds for the program. During the Covid-19 pandemic, staffing was reduced, and costs were borne solely by the City, in order to cover anticipated revenue decreases for the District. In addition, one SRO employed by the City left the organization, and other went on an extended leave, affecting SRO programming and scheduling.

In 2022 a new agreed upon IGA was written and agreed upon by both the City of Salida and Salida School District. Attached to this memo is Resolution **2024-55** and its accompanying IGA, prepared and reviewed by the City Attorney in conjunction with the District's legal counsel. It is essentially the same IGA that was agreed upon in 2022 and 2023. It includes best practices around hiring SROs, outlines performance review criteria for both the District and the Salida Police Department, better identifies the duties assigned to the SRO (including classroom instruction and presentations), and other similar topics. In discussions with the District, City staff is hopeful that this avoids any confusion that could arise around issues of school discipline versus issues of acts that may rise to the level of criminal activity. Finally, this clarifies the City's responsibility around funding for the position based on current practices as opposed to the prior IGA, which included funding from the District. It should be noted that this IGA would not preclude the parties from agreeing on a different funding model in the future.

This agreement has already been approved by the Salida and Salida School District. I have also begun discussions with the Salida School District to address them not funding any of this position. This topic will be included in their next budget cycle.

## **RECOMMENDATION**

Staff recommends that the City Council approve Resolution **2024-55** to approve a new Intergovernmental Agreement with the Salida School District for the purpose of providing a School Resource Officer.

## **FISCAL IMPACT**

*There is no fiscal impact at this time. We already have an officer assigned to this.*

## **MOTION**

A City Councilmember should state "I move to \_\_\_\_\_ Resolution **2024-55** approving an Intergovernmental Agreement between the City of Salida and the Salida School District followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 55  
Series of 2024**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
SALIDA AND SALIDA SCHOOL DISTRICT R-32-J**

**WHEREAS**, the City of Salida and the Salida School District have jointly developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth-related problems; and

**WHEREAS**, intergovernmental agreements to provide functions or services including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. 29-1-203; and

**WHEREAS**, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty and young people, and in the prevention of delinquency; and

**WHEREAS**, the Salida City Council finds and determines that the best interest of the City will be served by entering into an Intergovernmental Agreement ("IGA") with the Salida School District and authorizing the Mayor or City Administrator to execute he same on behalf of the City.

**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. The City Council hereby approves the terms of the IGA with the Salida School District, attached as Exhibit A and authorizes the Mayor or City Administrator to execute the IGA on behalf of the City.

**RESOLVED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of September, 2024.

CITY OF SALIDA, COLORADO

By \_\_\_\_\_

Justin Critelli, Mayor Pro-tem

[SEAL]

[ATTEST] \_\_\_\_\_  
City Clerk/Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF SALIDA AND THE SALIDA SCHOOL DISTRICT**

**THIS INTERGOVERNMENTAL AGREEMENT ("Agreement")** is made and entered into by and between the **CITY OF SALIDA** ("City") and the **SALIDA SCHOOL DISTRICT R-32J** ("District") hereinafter referred to as "Party", and collectively referred to as "Parties."

**WITNESSETH**

**WHEREAS**, intergovernmental agreements to provide functions or services including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. 29-1-203; and

**WHEREAS**, there is often overlap between school discipline and law enforcement, and Colorado revised statutes provide legal guidance and framework for school resource officer ("SRO") programs and school discipline, including but not limited to the following laws:

- CRS 22-32-109.1 sets out School's authority and requirements for safe schools, and school discipline and response, including a requirement that School Board's implement proportionate disciplinary policies designed to reduce expulsions, out-of-school suspensions, and referrals to law enforcement, except such law enforcement referrals required by state or federal law.
- CRS 22-32-144 encourages Schools utilize restorative justice for interpersonal conflicts, such as bullying, verbal and physical conflicts, theft, damage to property, class disruption, personal and internet harassment, and attendance issues.
- CRS 22-32-146 governs notification to the School, obligations of the SRO to be familiar with School discipline, and SRO reporting obligations.
- CRS 22-32-147 prohibits the use of certain restraints on students in schools, and CRS 26-20-101 *et seq.* "Protection of Individuals from Restraint and Seclusion Act", and the regulations further implementing the use of restraints at 1 CCR 301-45,
- HB 22-1376, which added CRS 22-1-138 and 139 that details the reporting obligations for School discipline, and imposed additional requirements on SROs by amending CRS 24-31-312
- CRS 18-9-109(3), giving the building principal or other school administrator in charge of a building the authority to order removal of individuals who are disruptive to the educational process (though it is recognized that disruption may be inevitable if a building or any part thereof is designated as a crime scene)
- CRS 24-31-312 sets out P.O.S.T. standards for SROs including, training, hiring, and joint decision making between law enforcement and the School; and

**WHEREAS**, the City is a unit of local government and a political subdivision, and the District is a public school district and political subdivision; and

**WHEREAS**, the problems of delinquency, alcohol and substance abuse and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

**WHEREAS**, the City of Salida and the Salida School District have jointly developed a SRO Program to provide a school-based approach to the development of a positive relationship

between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth related problems; and

**WHEREAS**, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty and young people and in the prevention of delinquency.

**NOW, THEREFORE**, in consideration of the above recitals and of mutual promises, covenants, and agreements of the "parties", the City and District hereby agree as follows:

Article 5, Title 29, Colorado Revised Statutes, as amended, is Incorporated herein by this reference. This statute shall control in the event of a conflict between the statute and this Intergovernmental Agreement.

**1. PURPOSE STATEMENT.** It is understood and agreed that this Intergovernmental Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and except as set forth herein, this Intergovernmental Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Intergovernmental Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Intergovernmental Agreement shall provide only for sharing of in-kind services and costs by the Parties in the achievement of a common mutual goal, said goal being the sharing of the information and resources to maximize the safety and security of the community and its children.

**2. PROVISION AND SELECTION OF SROs.**

a. The City shall provide through the Salida Police Department ("Department") one (1) SRO during the term of this Agreement. The City shall be the employer of the SRO and shall be responsible for notifying the SRO of his/her rights and obligations if any under the Family Medical Leave Act ("FMLA") and any similar state or federal laws, as applicable, and for providing each SRO with the applicable FMLA leave, sick leave, and other leave if and as mandated by applicable law.

b. SROs will be selected by means of a joint selection committee, comprised of three (3) representatives from the District who will be appointed by the District Superintendent of Schools and three (3) appointed by the City Chief of Police. The Chief of Police will provide the joint selection committee with the names of officers available and who have been deemed by the Department to have the aptitude, desire and intrinsic abilities to function as an SRO, and the Selection Committee will make the selections from such list and notify the Chief of Police of the selections. Barring unforeseen circumstances which would render any of the joint selection committee's selections impracticable, the officers selected by the joint selection committee will be assigned to the SRO positions; provided, however, the Chief of Police shall have the final say on all SRO appointments.

**3. SRO COMPENSATION AND BENEFITS.** The City will provide and be solely responsible for the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not limited to: sick leave (including FMLA leave as applicable), holiday leave, compensatory time, retirement compensation, disability

salary continuation, worker's compensation, unemployment compensation, life insurance and medical/dental insurance.

4. SRO FUNCTIONS AND DUTIES. Each SRO shall perform the following functions and duties:

- a. Subject to Sections 8 and 9 below, be present on location in his/her assigned building and/or exterior grounds from 7:45 a.m. through 4:15 p.m., Monday through Thursday when school is in session.
- b. Wear the identifiable City police uniform at all times while on duty as an SRO, as determined by the Department.
- c. Conduct regular periodic patrols of the assigned building, parking areas, grounds and related facilities.
- d. Attend (in police uniform) extra-curricular activities, such as athletic events and concerts, as requested.
- e. Participate in school meetings with students, parents, and staff as requested.
- f. Serve on "threat assessment" teams as requested and assist with monitoring and intervention with students who may constitute a threat of harm within the school setting or at school sponsored activities.
- g. Provide traffic control in connection with school functions and activities when necessary for the safety and protection of students and the general public.
- h. Provide classroom, assembly and meeting presentations as requested, using available educational resources, in the areas of alcohol and substance abuse, law related education, criminal justice orientation, delinquency prevention, community responsibility for students, parents and other groups associated with the schools.
- i. Provide physical intervention in safety emergencies involving staff and/or students.
- j. Become familiar with District policies, regulations, guidelines and codes of conduct. The SRO will abide by all relevant District policies except to the extent it would create a conflict with the SRO's responsibilities as a law enforcement officer.

5. SCHOOL DISCIPLINE.

- a. While the SRO will not have primary responsibility to enforce the District's discipline policies and regulations, the SRO will intervene when available to prevent a disruption that would, if ignored, place students, faculty and staff at risk of harm, subject to the following conditions:
  - i. When the SRO intervenes in a situation that the SRO does not deem to be a criminal incident, the SRO will take the student(s) involved to the principal's office for discipline to be administered by school officials.
  - ii. Subject to subsection b. above, the SRO will follow and utilize the District's discipline policies and regulations when responding to school based disciplinary matters, and such matters shall be handled consistent with School's legal obligations in C.R.S. § 22-32-109.1 to

implement proportionate disciplinary policies designed to reduce expulsions, out-of-school suspensions, and referrals to law enforcement, except as such law enforcement referrals are required by state or federal law.

b. Neither the SRO nor the Department will file criminal or juvenile charges against a student for violations of the District's discipline policies and regulations, or for any conduct constituting grounds for suspension or expulsion under section 22-33-106, C.R.S. (set forth in Exhibit A, attached hereto) unless the District requests in writing that such charges be filed, except that Department procedure will be followed if a victim or victim's parent presses charges, and, regardless whether anyone presses charges, the following conduct shall not require a request by the District prior to filing criminal or juvenile charges:

i. Conduct that that would constitute unlawful sexual behavior, as defined in section 16-22-102 (9), C.R.S.,

ii. Conduct that would constitute a crime of violence, as defined in section 18-1.3-406, C.R.S., if committed by an adult, including but not limited to the commission of an act that would be assault pursuant to part 2 of article 3 of title 18, C.R.S., other than the commission of an act that would be third degree assault under section 18-3-204, C.R.S., if committed by an adult,

iii. The sale of a drug or controlled substance as defined in section 18-18-102 (5), C.R.S.,

iv. The commission of an act that, if committed by an adult, would be robbery pursuant to part 3 of article 4 of title 18, C.R.S.,

v. The commission of an act that, if committed by an adult, would be first or second degree arson pursuant to section 18-4-102 or section 18-4-103, C.R.S.

6. APPLICABLE PERSONNEL POLICIES. That it is understood and agreed to by the Parties that, as an employee of the City, the SRO shall be subject to all personnel policies and practices of the City and follow chain of command as set forth in the Department's Policies and Procedures manual.

7. CONFLICTING PROCEDURES. That it is understood and agreed to by the Parties that this IGA shall supersede and take precedence over any conflicting Department operating procedures or protocols. The City may adopt and implement any operating procedures and protocols which do not conflict with this IGA; provided that copies any such procedures or protocols which address circumstances under which police officers may be required to act and to coordinate with school officials shall be provided to the District, as soon as practicable after adoption or revision thereof.

8. LOCATIONS OF ASSIGNMENT. That it is understood and agreed to by both Parties that the Department will assign the SRO's to the Salida School District, to include the High School, Middle School and Elementary School. The time spent by the SRO in each school shall be divided to reflect the needs of all the schools, as determined by the Department and District.

9. SRO WORK SCHEDULE. That it is understood and agreed to by both Parties, the SRO will work a schedule, consistent with the City of Salida policies and procedures and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when schools are in session, the SRO will devote his/her full shift to the school calendar day, except

for required duties such as court appearances. During the school's summer vacation, spring break, holiday breaks, and other days when school is not in session, and the SRO is not involved in assigned School-related activities, the SRO will be assigned to duties in the Department. In the event of an emergency, as determined by the City, the SRO may be required to perform general law enforcement duties. The SRO shall attend in-service training conducted by the City scheduled throughout the year.

10. EQUIPMENT, UNIFORM, AND WEAPONS. The Department will provide the SRO with the following equipment:

- a. Police Vehicle. Department will provide this and agrees to provide all vehicle maintenance and insurance.
- b. Uniforms, Weapons, Tools needed for police work, all provided by the Department.
- c. Office Needs. The District agrees to provide adequate office space, accessible by the students and a computer for the SRO job duties.

11. EDUCATIONAL RECORDS. That it is understood and agreed to by the Parties that the District shall allow the SRO to inspect and copy any public record maintained by the school including student directory information, such as yearbooks and certain pages of a student's file on Infinite Campus. However, it is understood that the SRO or Department may not inspect and/or copy any confidential records, access of which is restricted to authorized school personnel only, except as follows:

- a. That it is understood and agreed to by the Parties that should information in a student's cumulative record be needed in an emergency to protect health or safety of the student or other individuals, school officials may disclose to the SRO the information needed to respond to the emergency situation based on the seriousness of the threat to the student's health and safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

- b. The Parties may agree that the SRO will, among other duties, perform institutional services or functions for which the District would otherwise use employees, such as participation on threat assessment teams and consulting and intervening in certain school discipline situations. If the Parties so agree, the SRO shall be designated as a "school official" as authorized by 34 CFR § 99.31(a)(1)(B). While providing such services as a "school official" the SRO shall be under the direct control of the District with respect to the use and maintenance of education records disclosed to the SRO in the course of providing such services, and shall be subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Without limiting the foregoing and except as otherwise provided in this Agreement, the SRO shall not disclose any personally identifiable information to any other party without the prior consent of the parent or eligible student, and may use such personally identifiable information only for the purposes for which the disclosure was made, and shall otherwise comply with all applicable Federal and State laws governing confidentiality of records and information, including without limitation the Family Educational Rights and Privacy Act (FERPA), the Colorado Open Records Act (CORA) and any and all other laws pertaining to the protection of information regarding students and/or their families, and shall safeguard any personally identifiable information that is protected under FERPA or CORA, that the SRO has use of or has in the SRO's possession while performing services as a "school official" under this IGA.

c. In addition to and without limiting or changing the designation of the SRO as a "school official" if so designated for certain purposes under subparagraph b. above, the SRO shall be and hereby is designated as part of the District's "law enforcement unit" pursuant to 34 CFR § 99.8 that is officially authorized or designated by that agency or institution to (i) enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the agency or institution itself; or (ii) maintain the physical security and safety of the agency or institution. It is acknowledged that records created and maintained by the SRO for a law enforcement purposes are not subject to FERPA.

**12. CRIMINAL JUSTICE RECORDS.** The Department and the SRO shall share student criminal justice records with the appropriate District representatives under the following conditions:

- a. When the District Superintendent or a Principal or Principal's designee of a District school requests the law enforcement records of a student who will be enrolled in his/her school.
- b. When information about a student rises to the level of public safety concern.
- c. When information about a student is required to fulfill the district's legal obligations.
- d. When information about a student is required by law to be disclosed to the District.

A request for confidential student law-enforcement records must be made in writing with an explanation of their use. Any confidential student law-enforcement records that are released to the District may not be shared with any other person or agency and are to be used only for the necessary District activities identified in the request.

**13. INSURANCE AND INDEMNIFICATION.**

a. The Department shall purchase and maintain a general comprehensive police liability insurance policy with sufficient coverage for any acts or omissions that occur or claims that are made during the term of the Agreement.

b. Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to defend, indemnify and hold the other Party (the "Indemnified Party"), its respective directors, elected officials, officers, employees and agents harmless from all third party claims, actions, proceedings, losses, damages, liabilities or expenses (including, but not limited to, reasonable attorneys' fees and witness costs) arising from or in connection with any (a) actual or asserted breach by the Indemnifying Party of any of its obligations under this IGA, or (b) actual or asserted violations of any applicable law or regulation by the Indemnifying Party or any of its directors, elected officials, officers, employees and agents, or (c) any actual or asserted act, omission, or negligence of the Indemnifying Party or its directors, elected officials, officers, employees and agents; provided, however, that the foregoing cross-indemnification agreement shall be limited by and subject to the following:

(i) Each Party retains all the rights, defenses and limitations upon liability available to such Party pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., and nothing herein shall be construed to waive or limit any such rights or defenses; and

(ii) Neither Party shall be required to defend, indemnify or hold harmless the other Party for any actual or asserted act, omission, violation, breach, or negligence of such other Party or its directors, elected officials, officers, employees and agents.

14. EVALUATIONS. Each SRO's effectiveness in the program will be evaluated by the District Superintendent at the end of each school term. The Principal of each building in which a particular SRO serves will provide input into the evaluation. A copy of the evaluations will be provided to the Department supervisor. The Department will use the Districts evaluations to assist in an annual department performance review. The evaluation report may include a recommendation to the Chief of Police that the SRO not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an SRO to a building and will make a good faith effort to address any concerns raised.

15. TERMINATION FOR CAUSE. Notwithstanding the prerogatives of the Chief of Police concerning the assignment of an SRO to a particular building, the District may terminate the services of any SRO at any time, without prior notice, for cause. "For cause" shall mean (1) the meaning given such phrase in any policies, rules, regulations or laws applicable to the performance and behavior of teachers in the District, (2) conduct which in the District's judgment constitutes misconduct; immoral behavior; falsification of records; dishonesty, criminal conviction; violation of any policies, rules, regulations or laws applicable to public schools in the State of Colorado; failure of any drug test; or mental incapacity. The District shall immediately notify the Chief of Police in writing of any such termination by the District and include in such notification a statement of the circumstances constituting cause. In the event that any SRO is removed for cause the City of Salida shall, if requested by the District, provide the District with a mutually agreeable replacement SRO as soon as practicable.

16. NOTICE. Notice shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited for delivery by the United States Postal Service.

If to the City:                Russell Johnson, Chief of Police  
                                       Salida Police Department  
                                       448 E. 1<sup>ST</sup> St suite 274  
                                       Salida, CO 81201

If to the District:         David Blackburn, Superintendent of Schools  
                                       Salida School District R-32J  
                                       627 Oak Street  
                                       Salida, CO 81201

17. CLAIMS. Any claim made against a Party or a Party's employee or agent as a result of any act or omission by that Party or its employee or agent, pursuant to the terms of this Agreement or the provisions of C.R.S. 29-5-103, 29-5-104 and 29-5-108, shall follow the provisions of Article 10, Title 24, C.R.S.

18. REQUIRED EXECUTION. The Parties covenant that they will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.

19. INDEPENDENCE OF PARTIES. The Parties enter into this Agreement as separate independent governmental entities and shall maintain such status throughout the term hereof.

20. APPLICABLE LAW. Each term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado Law, the Rules and Ordinances of the City of Salida, and the ordinances, regulations and policies enacted by all Parties hereto.

21. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named Parties hereto. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is expressed intention of the named Parties that any person other than the named Parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

22. ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties.

23. SUBJECT TO APPROPRIATIONS. All obligations under this Agreement are subject to the appropriation process and budgeting requirements of Colorado Law.

24. COUNTERPARTS. This Agreement may be signed in counterparts and each Agreement shall be deemed an original and all the Agreements taken as a whole shall constitute the same instrument.

25. TERM. The term of this Agreement shall begin on August 8, 2023, and shall continue through May 31, 2024 unless mutually voided by both Parties in writing, or otherwise terminated as provided in paragraph 29 below.

26. COOPERATION AND GOOD FAITH. The Parties, agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this agreement and/or litigation.

27. TERMINATION. This Agreement may be terminated by either party by giving ninety (90) days' notice to the other Party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement, or upon the failure of the governing body of either Party to budget and appropriate sufficient funds to meet such Party's obligations hereunder in any fiscal year during the term hereof. Upon termination, any funds provided by the District shall be prorated and returned to the District.

28. REVIEW. This Agreement is subject for review by both Parties after appropriate notification by the other Party to create, adjust, or otherwise terminate the agreement at the conclusion of the 2023/2024 School Year.

29. PRESERVATION OF IMMUNITY. Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third Parties.

EXECUTED THIS \_\_\_\_ DAY OF August, 2024

**CITY OF SALIDA**

**SALIDA SCHOOL DISTRICT R-32J**

By: \_\_\_\_\_  
Christy Doon, City Administrator

By: MDB  
David Blackburn, Superintendent

Date: \_\_\_\_\_

Date: 8/13/2024

ATTEST:

\_\_\_\_\_  
City Clerk, City of Salida