



# CITY COUNCIL REGULAR MEETING

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

August 03, 2021 - 6:00 PM

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## AGENDA

Please register for Regular City Council Meeting

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

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

To watch live meetings: [https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv\\_5?preview=1](https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv_5?preview=1)

### CALL TO ORDER

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

**1. Civility Invocation**

### CONSENT AGENDA

**2. Approve Agenda**

**3. Approve July 20, 2021 Minutes**

**4. Approve Final Payment for iiCON**

**5. Approve a Professional Services Agreement with Hittle Landscape Architects**

**6. Approve Peak to Peak Pickleball Tournament**

**7. Approve Fiber Festival**

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

**UNFINISHED BUSINESS / ACTION ITEMS**

**NEW BUSINESS / ACTION ITEMS**

**8. Resolution 2021-29** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ADOPTING A REMOTE PARTICIPATION POLICY, WHEN A LOCAL DISASTER EMERGENCY IS NOT IN EFFECT

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

*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.*

**10. Environmental Assessment Comments - Hard Rock Main Pit Expansion and Road Realignment**

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

**Council Reports**

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

**Mayor Report**

**Treasurer Report**

**Attorney Report**

**Staff Reports**

**BOCC Report**

**ADJOURN**



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City Clerk | Deputy City Clerk

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Mayor P.T. Wood

## CIVILITY INVOCATION

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

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



# CITY COUNCIL REGULAR MEETING

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

July 20, 2021 - 6:00 PM

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## MINUTES

### CALL TO ORDER

### Pledge of Allegiance

### Roll Call

#### PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harald Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

### Civility Invocation

### CONSENT AGENDA

Council Member Pappenfort moved to adjust Resolution 2021-28 agenda language from "Trust" to "Authority", Seconded by Council Member Templeton.

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

THE MOTION PASSED.

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

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

THE MOTION PASSED.

Approve Agenda

Approve July 6, 2021 Minutes

Salida Sunrise Rotary 10th Anniversary Celebration

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

Adam Martinez said he would like the Police Department to look at enforcing regulations on panhandlers at Walmart. He asked Council to re-evaluate the F Street closure as he felt people would get injured.

Frank Parsons said that the Climate Action Plan was a good first step but encouraged Council to monitor progress.

Dan Thomas said that he "thinks globally, acts locally" but felt that requiring the City to phase out natural gas appliances would damage availability and consumer cost.

Greg Kenny, owner of the Sherman Market, asked that Council review waiving weekly vending permits in order to assist artists with the economic recovery.

Robert Leivo said he supported the City's desire to implement the Climate Action Plan and encouraged citizens choice regarding energy types.

**NEW BUSINESS / ACTION ITEMS**

**Resolution 2021-24** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING AN AMENDED BUILDING INSPECTION INTERGOVERNMENTAL AGREEMENT (IGA) WITH CHAFFEE COUNTY

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

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

THE MOTION PASSED.

**Resolution 2021-25** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE FEE SCHEDULE REGARDING WATER AND WASTEWATER SERVICES

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

Council Member Kasper moved to amend the Resolution to replace Section 3 with "Effective upon approval, the City hereby adopts the amended 2021 Fee Schedules (amended with the addition of the amended section, attached hereto as Exhibit A)",

Seconded by Council Member Pappenfort.

All were in favor.

Returning to the Resolution, as amended,

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

THE MOTION PASSED.

**Resolution 2021-26** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ADOPTING THE 2021/2022 POLICY STATEMENT FOR THE COLORADO COMMUNITIES FOR CLIMATE ACTION (CC4CA)

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

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

THE MOTION PASSED.

**Resolution 2021-27** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ADOPTING A CLIMATE ACTION PLAN FOR THE CITY OF SALIDA

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

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

THE MOTION PASSED.

**Resolution 2021-28** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE CHAFFEE HOUSING AUTHORITY

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

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

THE MOTION PASSED.

**Ordinance 2021-11** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO IMPOSING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING AND APPROVAL OF ANY APPLICATION FOR A SHORT-TERM RENTAL LICENSE, AND DECLARING AN EMERGENCY, **FINAL READING AND PUBLIC HEARING**

Council Member Critelli recused himself from the discussion.

Planning Director Bill Almquist gave a summary of the ordinance and intended effect.

Mayor Wood opened the Public Hearing.

Greg Walter said that he owned commercial properties and felt much of the City's success was based on tourists utilizing short term rentals. He said he did understand the issue with rising home prices but was not in favor of the ordinance.

Dan Thomas said that he had spent years working with the City to develop the Two River's subdivision and felt it was wrong that the City would disallow the short term rentals in the project that were negotiated previously.

Tom Pokorny said that he had been involved with the City in various positions, developer, owner of a short term rental company, and a role on the Planning Commission. He stated that he had also worked with the City for years on the Two Rivers subdivision and felt that they had negotiated terms that were positive for housing, where they lost profit, with the exchange for short term

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rentals in the Commercial District and lots 1-23 on the river.

Walt Harder said he appreciated Resolution 2021-25 as it would allow him to build 50 units to sell at market rate and below. He was not in favor of the Ordinance.

Laura Pomerence said she owned a lot in the Commercial District with the expectation to build and short term rent before she was able to retire and move to the City. She was not in favor of the Ordinance.

Dave Larochelle said that he does not like short term rentals in the Residential District. He had recently helped his Home Owner's Association to ban them but was in favor of them in the Commercial District.

Mayor Wood closed the Public Hearing.

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

Council Member Pappenfort moved to amend the Ordinance by updating Section 2 with "This moratorium shall not apply to those properties governed by already-existing Planned Development Agreements, Subdivision Improvement Agreements and Annexation Agreements with the City", Seconded by Council Member Shore.

All were in favor.

Council Member Shore moved to amend Section 3 by updating the moratorium from 9 months to 3 months, Seconded by Council Member Pappenfort.

All were in favor.

Returning to the Ordinance as amended.

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

THE MOTION PASSED WITH THE REQUIRED THREE QUARTERS APPROVAL FOR PASSAGE OF AN EMERGENCY ORDINANCE.

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**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Critelli said he was open to supporting the Sherman Market with vendor fees. He wanted to help the art community throughout the pandemic.

Kasper seconded Critelli's feelings regarding helping the the Sherman Market with vendor fees. He also said he was happy that the Climate Action Plan passed that evening and wanted it to be implemented immediately.

Pappenfort had nothing to report.

Shore said that former Council Member Mike Bowers was doing better after a recent health issue. He congratulated Kristi Jefferson on 20 years of service with the City of Salida and said she has a deep level of institutional knowledge. Also, he asked that the Police Department to monitor speed on 2nd and 3rd Street as he had been receiving complaints.

Pollock had nothing to report.

Templeton thanked Council for passing the Climate Action Plan and said she welcomed public input. She also attended a virtual meeting with the Colorado Energy Office and wanted to work with Colorado Mountain College to develop a workforce that would utilize renewable energy.

Wood thanked Council for passing the Climate Action Plan. He addressed concerns from the public that the Mack Witty Park was destroyed by a new road pattern. He said that the City would add a table and make it a more usable space. He was also in favor of helping the Sherman Market with vendor fees.

Bergin said that City sales tax was up 24% in May, from 2020, and the Finance Committee was utilizing this information to craft the 2022 budget. Retail had a modest gain of 12.8% and restaurants were up 120.2% compared to the same month in 2020.

**ADJOURN**

Adjourned at 7:57 p.m.



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City Clerk | Deputy City Clerk

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Mayor P.T. Wood

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**CITY COUNCIL ACTION FORM**

<b>Department</b>	<b>Presented by</b>	<b>Date</b>
<b>Parks and Recreation</b>	<b>Diesel Post - Parks and Recreation Director</b>	<b>August 3, 2021</b>

**ITEM**

**iiCON Construction final payment**

**BACKGROUND**

**The City entered into a Construction Services agreement with iiCON Construction on Nov. 25 2020 to re-build the Salida Senior Center after a pipe burst and flooded the first and second floors of the Center.**

**FISCAL NOTE**

<b>Contract Total</b>	<b>\$97,851.77</b>
<b>Payment #1</b>	<b>\$41,691.47</b>
<b>Payment #2</b>	<b>\$29,858.44</b>
<b>Payment #3</b>	<b>\$16,516.69</b>
<b>Final payment/retainage</b>	<b>\$9,785.18</b>
<b>Total</b>	<b>\$97,851,78</b>

**STAFF RECOMMENDATION**

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

**SUGGESTED MOTION**

**A Council member should move to approve the Consent agenda.**



**CITY COUNCIL ACTION FORM**

<b>Department</b> <b>Arts and Culture</b>	<b>Presented by</b> <b>Michael Varnum - Arts and Culture Director</b>	<b>Date</b> <b>August 3, 2021</b>
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**ITEM**

PROFESSIONAL SERVICES AGREEMENT WITH HITTLE LANSCAPE ARCHITECTS

**BACKGROUND**

The City of Salida Public Art Commission was asked to develop a public art project that would celebrate the diversity of Salida. The Commission elected to embark on a project with the following intentions acting as the guiding principles for the creation of an artistically adventurous space that celebrates the diversity of spirit of the town:

1. Landmark
2. Visually inviting
3. Beautiful yet durable
4. Year-round access & use
5. Preserving the town’s heritage

The Commission reviewed all City-owned property and determined the property at the corner of US Highway 291 (W 1<sup>st</sup> Street) and G Street was the most suitable for the project. The Public Art Commission made a presentation to City Council outlining their vision. They Commission asked and was given the go ahead to use their existing funding to hire an architect to assist them in developing a site-specific concept development plan, including a preliminary budget.

A request for proposals was issued on June 11, 2021. A pre-proposal meeting was held on June 22. Six responses were received and reviewed by the Public Art Commission on July 21 and July 26. The Commission selected Hittle Landscape Architects for the project.

**FISCAL NOTE**

Ten thousand dollars was budgeted in the 2021 budget for a public art project. Funds were also budgeted for the Creative District. Due to COVID restrictions, programming and marketing were limited in 2021 and funds remain in the Creative District budget that could be used to cover the additional \$2,619.00.

**STAFF RECOMMENDATION**

Staff recommends the City of Salida City Council approve the Public Art Commission request for the City of Salida to enter into a professional services agreement with Hittle Landscape Architects in the amount of \$12,619.00.



**CITY COUNCIL ACTION FORM**

<b>Department</b> Arts and Culture	<b>Presented by</b> Michael Varnum - Arts and Culture Director	<b>Date</b> August 3, 2021
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**SUGGESTED MOTION**

I move to combine and approve the items on the Consent Agenda.

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# **Letter of Interest**

For the: City of Salida, CO – Public Art  
Project, June 11, 2021



Thomas J. Hittle  
Landscape Architect, *ASLA*

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*Hittle Landscape Architects*  
*P.O. Box 250*  
*Poncha Springs, CO 81242*

**Salida, CO office – 785.477.3337**

[tjhittle@kansas.net](mailto:tjhittle@kansas.net) / [www.kansas.net/~tjhittle/l\\_arch.html](http://www.kansas.net/~tjhittle/l_arch.html)

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**MEMORANDUM:**

DATE: Thursday, July 08, 2021

TO: **City of Salida Public Art Commission**

FROM: **Thomas J. Hittle, ASLA**

RE: **Letter of Interest – Public Art Project**

FAX CC:

CC:

file: Salida PAC Project 2021

Dear Members of the Salida Public Art Commission:

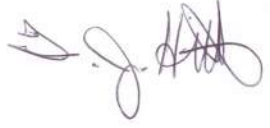
- Michael Varnum
- Sue Ann Hum
- Stephen Smalzel
- Martin Jolley
- Reed Govert
- Maura Adamson
- Patrick O'Brien
- Suzy Patterson
- Ken Brandon

When I first saw the beginnings of the new Skate Park next to the Hot Springs Pool, I began thinking about the future possibilities of our retiring skate park space. I've followed, with great interest, the progress of that remarkable public space that is so key to the Arkansas river, the Monarch Spur trail, tourists, downtown businesses, and our mountain community. I am thrilled because this outdoor space has so much potential to engage our wonderful community.

As both a licensed Landscape Architect and Horticulturist for well over four decades, my involvement as a designer and construction administrator for a number of public outdoor spaces across the Midwest has led to several vibrant, award winning, and regionally recognized projects. I have a considerable amount of experience in both the design and construction of public outdoor spaces. Over the decades of my projects, I have learned to recognize both the intricacies and the energies if each unique project, then turn them into a well-conceived vision. As a citizen, artist, and musician in Chaffee County for the last nine years, I'm eager to learn exactly what our community would like to see from this exciting space.

My Scope of Services and other project details can be found as a part of my Fee Proposal, also attached. If you need additional information as you consider your options, please let me know.

Thank you for your time, your many hours of volunteer work in our community, and your consideration.



Tom (TJ) Hittle  
President – Hittle Landscape Architects

# **Statement of Understanding**

For the: City of Salida, CO – Public Art  
Project, June 11, 2021



Thomas J. Hittle  
Landscape Architect, *ASLA*

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*Hittle Landscape Architects*  
*P.O. Box 250*  
*Poncha Springs, CO 81242*

**Salida, CO office – 785.477.3337**

[tjhittle@kansas.net](mailto:tjhittle@kansas.net) / [www.kansas.net/~tjhittle/l\\_arch.html](http://www.kansas.net/~tjhittle/l_arch.html)

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**MEMORANDUM:**

DATE: Thursday, July 08, 2021

TO: **City of Salida Public Art Commission**  
FROM: **Thomas J. Hittle, ASLA**  
RE: **Statement of Understanding – Public Art Project**  
FAX CC:  
CC:

file: Salida PAC Project 2021 Understanding.docx

Dear Members of the Salida Public Art Commission:

- Michael Varnum
- Sue Ann Hum
- Stephen Smalzel
- Martin Jolley
- Reed Govert
- Maura Adamson
- Patrick O'Brien
- Suzy Patterson
- Ken Brandon

It is my understanding that the overall proposal will encompass the development of a scaled site-specific master plan that will include the following basic guiding design principles:

- Develop a landmark outdoor space
- Be visually inviting
- Be beautiful, yet durable, and easily maintainable by City staff
- Provide year-round access & use, including ADA accessibility
- Preserve and emphasize Salida's heritage

Additionally, during the Pre-Proposal meeting, it was established that:

- A review of past PAC meetings, City Council comments, and related documents from both groups.
- A construction estimate would be required, including demo costs, costs for sculpture and other art elements, landscape plantings, irrigation, paving, retaining walls, panels, and other related construction elements.
- Linkage to pedestrian walkways and the adjacent Monarch Spur Trail
- It was also established that the City does not have a Survey and/or CAD file suitable for professional design use, therefore Surveyor costs have also been included in my Proposal.
- After careful review of various PAC documents, it has been noted that a perspective sketch of the proposed preliminary design would be useful to help communicate the design concepts to both the public and City staff. Therefore, costs for a local artist to provide a perspective sketch has also been included in my Proposal.
- There would be 1-2 meetings and/or presentations with the PAC
- There would be 1-2 meetings and/or presentations with the City Council
- There will be no more than 1 public meeting inviting the public and area public stakeholders to assess and request comments on the overall design concepts.



- A late-September Preliminary Design deadline has been proposed
- A late-October Final Design deadline has been proposed
- Further task and deadlines are outlined in the Estimated Schedule of Tasks & Milestones.



Tom (TJ) Hittle  
President – Hittle Landscape Architects

# **Estimated Schedule of Tasks & Milestones**

For the: City of Salida, CO – Public Art  
Project, June 11, 2021



Thomas J. Hittle  
Landscape Architect, *ASLA*

**Hittle Landscape Architects**  
**P.O. Box 250**  
**Poncha Springs, CO 81242**

**Salida, CO office – 785.477.3337**

[tjhittle@kansas.net](mailto:tjhittle@kansas.net) / [www.kansas.net/~tjhittle/l\\_arch.html](http://www.kansas.net/~tjhittle/l_arch.html)

**MEMORANDUM:**

DATE: Thursday, July 08, 2021

TO: **City of Salida Public Art Commission**  
FROM: **Thomas J. Hittle, ASLA**  
RE: **Estimated Tasks & Milestones – Public Art Project**  
FAX CC:  
CC:

file: Salida PAC Project 2021 Tasks & Milestones.docx

Dear Members of the Salida Public Art Commission:

- Michael Varnum
- Sue Ann Hum
- Stephen Smalzel
- Martin Jolley
- Reed Govert
- Maura Adamson
- Patrick O'Brien
- Suzy Patterson
- Ken Brandon

Please note my Estimated Schedule of Tasks & Milestone Deadlines below:

- Week of 8/16 - Preliminary Site Studies & Estimated Survey completion
- Week of 8/23 - PAC – Kickoff Meeting (review of Commission comments)
- Week of 8/30 - Public Participation – Public Meeting
- Week of 9/13 - PAC – Design Review (50% submittal drawings)
- Week of 9/27 - Preliminary Plan Design Phase (80% submittal drawings)
- Week of 10/25 City Council – Preliminary Plan review
- Week of 11/15 - PAC – Final Plan Review (100% submittal drawings)



Tom (TJ) Hittle  
President – Hittle Landscape Architects

# Summary of Qualifications

- **HLA Firm Resume & Relevant Experience**
  - **Project Plans & Images**
  - **Professional References**

For the: City of Salida, CO – Public Art  
Project, June 11, 2021





### Education:

- Master in Landscape Architecture (MLA) program, Kansas State University, 1982-1983
- B.S. Degree – Landscape Horticulture, Kansas State University, 1973
- A.A. Degree – Butler County Community College, 1971

### Registrations:

- Licensed Landscape Architect:
- #962 – State of Colorado
- #325 – State of Kansas

### Memberships:

- American Society of Landscape Architects (ASLA)
- *ASLA - Healthcare and Therapeutic Design Professional Practice Network*
- Therapeutic Landscapes Network

### Experience:

- Hittle Landscape Architects – Principal-In-Charge, 1993 – Present
- Horticultural Services, Inc. – Sr. Landscape Architect, 1983 - 1993
- Kansas State University – Horticulture Dept. Instructor, 1979-1981
- Kansas State University – LACP Design Staff, 1980-1981
- Nature's Way Landscape, Inc. – Owner/Designer, 1973-1980

### Firm Contacts / Website:

Mobile: 785.477.3337

Email: [tjhittle@kansas.net](mailto:tjhittle@kansas.net)

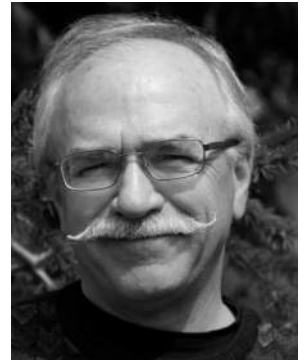
Website: [http://www.kansas.net/~tjhittle/l\\_arch.html](http://www.kansas.net/~tjhittle/l_arch.html)

Revised: Thursday, July 08, 2021

## Thomas J. Hittle, ASLA President - Hittle Landscape Architects

### Bio:

**Thomas J. Hittle**, President of Hittle Landscape Architects (HLA), has over 48 years experience in Landscape Architecture, design-build, and as a design instructor at Kansas State University, Manhattan, KS. His experience extends into public plazas, streetscapes, therapeutic landscapes, healing gardens, multidisciplinary collaborative and sustainable landscape projects both as a prime and a sub-consultant to numerous individuals, corporations, and A-E firms. HLA provides state-of-the-art AutoCAD designs, digital imaging, and provides construction administration services that have led to several regionally recognized and Award Winning Projects. Hittle Landscape Architects is a Landscape Architecture collaborative firm offering creative professional design services in CO, KS, IA, OK, and NE



### Streetscape Projects:

**Manhattan, KS** – North End Redevelopment Streetscape, 3<sup>rd</sup> Street Pocket Park, Osage Street Pocket Park; **\*\*Anderson Avenue Storm Drainage & Street Improvements, \*\*Tuttle Creek Blvd Beautification Storm Drainage Projects – Phase 1 & 2;**; **Chanute, KS** – Osa-Martin Heights Subdivision Study; **Junction City, KS** – Jackson Street Storm Drainage Improvements; **Wichita, KS** – Lincoln & Edgemoor Streetscape; **Hutchinson, KS** – Lorraine Streetscape Improvements; **Great Bend, KS** – Streetscape Irrigation, **El Dorado, KS** – Streetscape Irrigation

### Plazas, Public, & Corporate Landscape Projects:

**Manhattan, KS** – Strasser Village Apts; Kansas State University Bluemont College Memorial Plaza; Mercy Regional Health Center Downey Family Plaza; Mercy Regional Health Center Dining Plaza; Central National Bank, Landscape; Manhattan Marketplace Plaza, Pocket Parks, Streetscape; North End Redevelopment – Phase Two **Topeka, KS** – **\*\*Blue Cross/Blue Shield Data Center Plaza; \*\*Quincy Street Station Mass Transit Plaza; Blue Cross/Blue Shield Campus Expansion Phase One & Two; Aldersgate Village Main Entry Plaza; Red Lobster Restaurant Landscape; Olive Garden Restaurant Landscape; Payless ShoeSource World Headquarters, Security Benefit Group - New Corporate Headquarters Plaza & Campus Master Plan; Capital Plaza Hotel Landscape & Irrigation, Kansas Medical Center Master Landscape Plan; Midwest Health Services, Inc – Corporate Offices Landscape Master Plan; Kansas Army National Guard – Secure Entry; **Junction City, KS** – Geary County Courthouse 100<sup>th</sup> Anniversary Landscape Renovation; Central National Bank 6<sup>th</sup> Street Bank; Central National Bank West Jackson Branch Bank**

### Therapeutic Landscapes / Sr. Living Facilities / Hospitals / Churches:

**Manhattan, KS** – Mercy Regional Health Center – Central Healing Garden, Dining Plaza; First United Methodist Church Courtyard; Stonybrook Retirement Community, Assisted Living Facilities & Therapeutic Garden; Homestead of Manhattan Landscape Renovation Plan; Meadowlark Retirement Community – Stillman Cemetery Master Plan, St. Isidore's Catholic Student Center PUD; **Topeka, KS** - St. David's Episcopal Church Master Landscape Plan; Columbarium Lighting & Irrigation; Christ The King School Landscape Master Plan; Lexington Park Assisted & Independent Living Master Plan; Lexington Park Nursing Master Plan; Lexington Park Assisted Living Master Plan; Fairlawn Heights Landscape Renovation; **Owasso, OK** – Homestead of Owasso Retirement Community & Alzheimer's Master Plan; **Chariton, IA** – Northridge Asst. Living Facility Master Plan; **Osceola, IA** – **Homestead Memory Care Therapeutic Garden; Creston, IA** – **Homestead Memory Care Therapeutic Garden; Alma, KS** – Alma Retirement Community Main Entry; **Emporia, KS** - St. Andrews Episcopal Churchyard/Columbarium; **Larned, KS** – State Security Hospital Landscape Master Plan; **Salina, KS** – Holiday Resort Sub-Acute Facility; Holiday Resort Nursing Facility; **Halstead, KS** – Halstead Health & Rehab. Facility Master Plan; **Wichita, KS** – Midwest Homestead of Wichita Master Plan; **Overbrook, KS** – Brookside Manor Asst. Living; **Lansing, KS** – Twin Oaks Retirement Campus; **Lawrence, KS** - Pioneer Ridge Retirement Community Master Plan; **Wamego, KS** – Valley Vista Good Samaritan Therapeutic Garden; **Garden City, KS** - The Ranch Sr. Living Facility, **Salida, CO** – Pinon Development/Poncha Townhouses Master Plan

### Master Plans, Parks, & Estates:

**Manhattan, KS** – Colbert Hills Golf Course Founders Villas Master Landscape Master Plan; **Holton, KS** – Rafters Park Master Plan; **St. Marys, KS** – Historical Museum Master Plan; **Topeka, KS** - Indian Hills Elementary School Outdoor Interpretive Trail; Brookfield-Pondview Subdivision Master Open Space & Trail Plan; **Salida, CO** - Don & Pam Dubin – Residence Master Plan; **Salida, CO** – Anderson Residence Master Plan; **Salida, CO** – Mesa Townhouses (Pinon Development)

**\*\*Award Winning or Recognized Project - includes some work done under other firm names.**

# **Via Christy Regional Medical Center Central Courtyard**

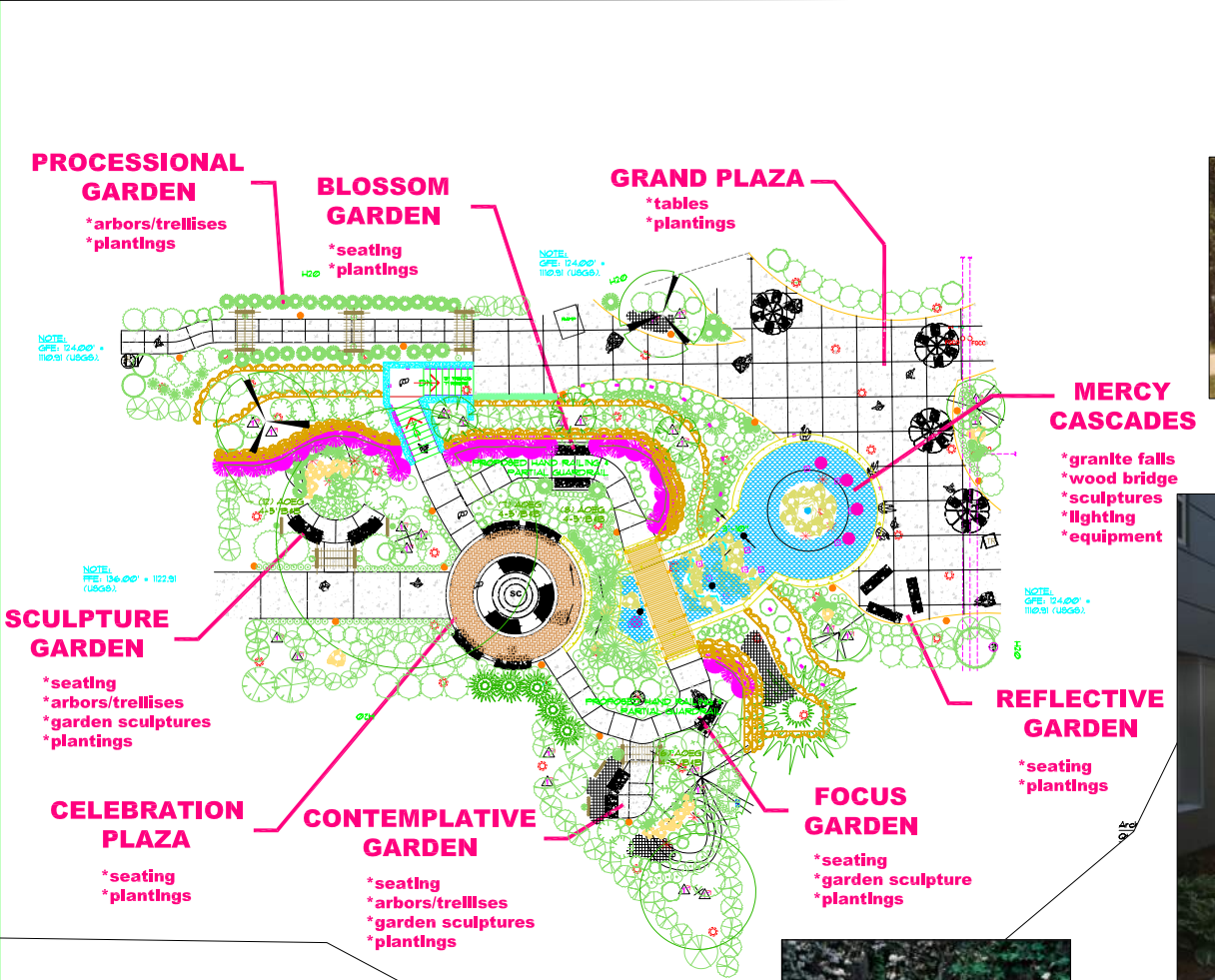
**Manhattan, KS**

**Construction Cost: \$350,000**



**HITTLE  
LANDSCAPE  
ARCHITECTS**

Item 5.



**HITTLE**  
LANDSCAPE ARCHITECTS  
P.O. Box 83 / 700 College Drive  
Morgantown, WV 26506  
Phone: (783) 539-7772  
Fax: (783) 539-6050  
E-mail: phittle@comcast.net

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**MASTER PLAN**

APPROVAL:	DATE:
DESIGNED BY:	DATE:
CONSTRUCTED BY:	DATE:
PROJECT NO.:	SCALE:
FILE NAME:	FILE NAME:

LC-101

# BEFORE

Item 5.









# 3<sup>rd</sup> Street Pocket Park

Manhattan, KS

Construction Cost: \$185,000

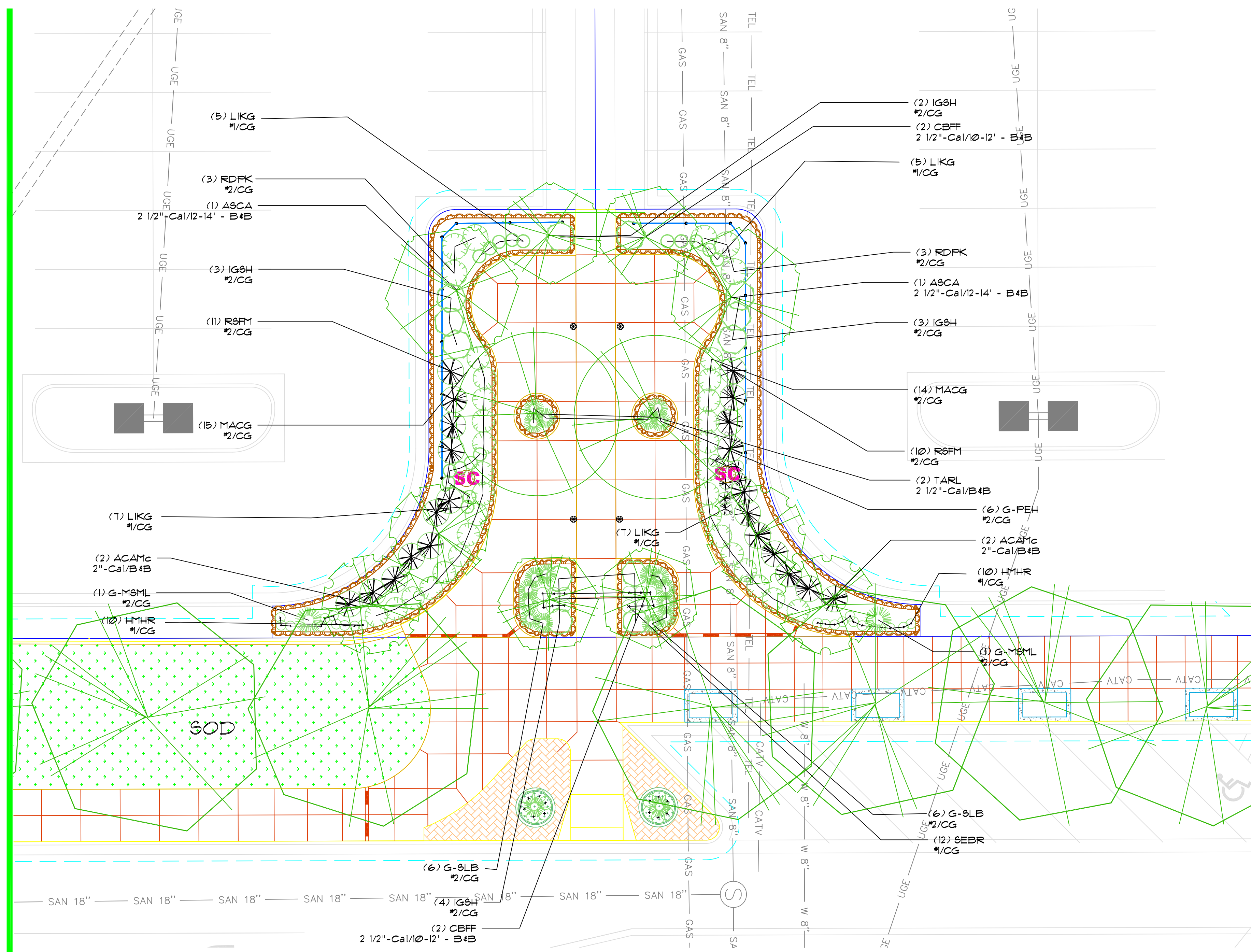


**HITTE  
LANDSCAPE  
ARCHITECTS**



### 3rd Street Plaza (only) PLANT TABLE

MASTER PLANT TABLE				
Quantity	Code Name	Scientific Name	Common Name	Planting Size
4	ACAMc	Acer ginnala	Amur maple(clump)	2"-Cal/B4B
2	ASCA	Acer saccharum 'Caddo'	Caddo Sugar Maple	2 1/2"-Cal/12-14" - B4B
4	CBFF	Carpinus betulus 'Frans Fontaine'	Frans Fontaine Columnar Hornbeam	2 1/2"-Cal/10-12" - B4B
2	G-MSML	Miscanthus sinensis 'Morning Light'	Morning Light maiden grass	#2/CG
6	G-FEH	Pennisetum spp. 'Hamelin'	'Hamelin' Dwarf Fountain Grass	#2/CG
12	G-SLB	Schizachyrium scoparium 'Blaze'	Little Bluestem 'Blaze'	#2/CG
20	HMHR	Heemerocallis 'Happy Returns'	Happy Returns daylily (brt. yellow)	#1/CG
12	IGSH	Ilex glabra 'Shamrock'	Shamrock Inkberry Holly	#2/CG
24	LIK6	Liatris spp. 'Kobold'	Kobold purple gayfeather	#1/CG
29	MACG	Mahonia aquifolium 'compacta'	Compact grape holly	#2/CG
6	RDFK	Rosa 'Double Pink Knock Out'	Double Pink Knock Out Shrub Rose	#2/CG
22	RSFM	Rosa spp. 'Fire Meidiland'	Fire Meidiland Shrub Rose	#2/CG
12	SEBR	Sedum spectabile 'Brilliant'	Brilliant sedum	#1/CG
2	TARL	Tilia americana	Redmond Linden	2 1/2"-Cal/B4B



**3rd St. Plaza  
PLANTING PLAN**  
SEE GRAPHIC SCALE

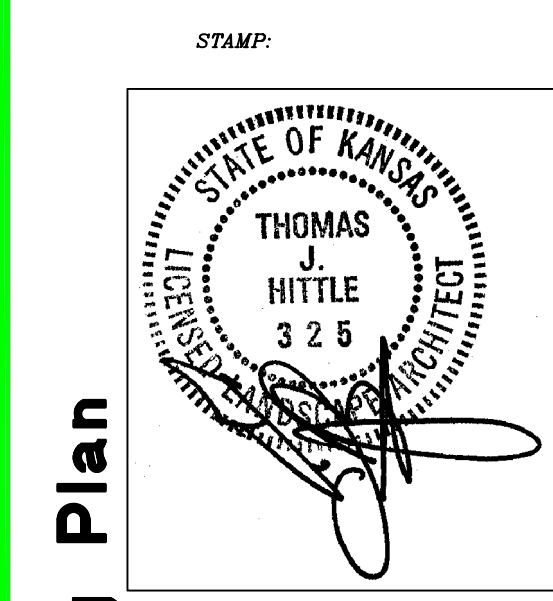
### LANDSCAPE LEGEND

- BLDG ROOF LINE(TYP)
- EXISTING TREES-SHRUBS-PERENNIALS
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED PERENNIALS OR GROUNDCOVERS
- PROPOSED PERENNIAL GRASSES
- PROPOSED SHRUBS
- PROPOSED GROUNDCOVERS
- 3" EXP. AGG. CONCRETE PAVER (TYP)
- STEEL SODING (TYP) - SEE DETAIL
- BUILDING WATER INTRANT (TYP)
- BUILDING DOWNSPOUT (TYP)
- BURIED DOWNSPOUT OR GLEIVE(TYP)
- EXISTING TREES-SHRUBS-PERENNIALS - TO BE REMOVED
- EXISTING TREES-SHRUBS-PERENNIALS - TO BE TRANSPLANTED
- BOLLIDER / ORNAMENTAL ROCK
- RETAINING WALL (SEE NOTES FOR ACTUAL MATERIALS)

**HITTLE**  
LANDSCAPE ARCHITECTS  
P.O. Box 83 / 700 Gillespie Drive  
Manhattan, KS 66505-0083  
voice: (785) 539-7772  
fax: (785) 539-6050  
E-mail: [hittle@kansascity.net](mailto:hittle@kansascity.net)

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**POCKET PARKS & STREETScape**  
North End Redevelopment  
North End Amended PUD  
Manhattan, KS.



**3rd St. Plaza Planting Plan**

REVISION:	N.A.
DRAWN:	TJH
CHECKED:	TJH
DATE:	08/12/2011
PROJECT NO.:	N.A.
SCALE:	N.A.
FILE NAME:	3rd.dwg

# 3rd Street Pocket Park - 07.07.2021 Manhattan, KS (1 of 2)



3rd Street Pocket Park - 07.07.2021  
Manhattan, KS (2 of 2)



# Osage Street Pocket Park

**Manhattan, KS**

**Construction Cost: \$119,000**



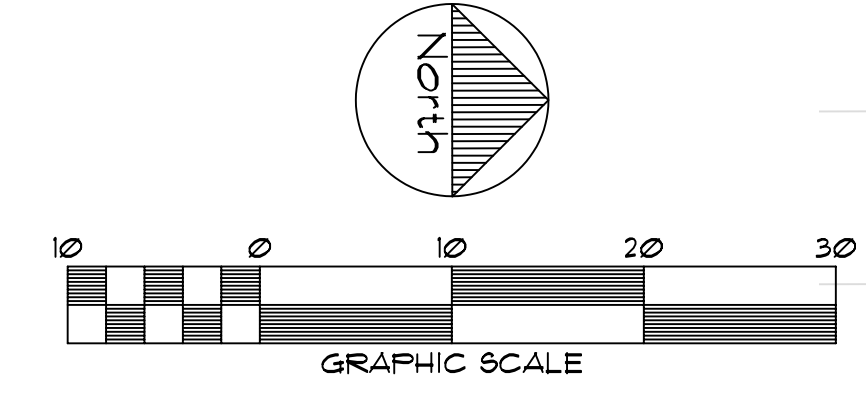
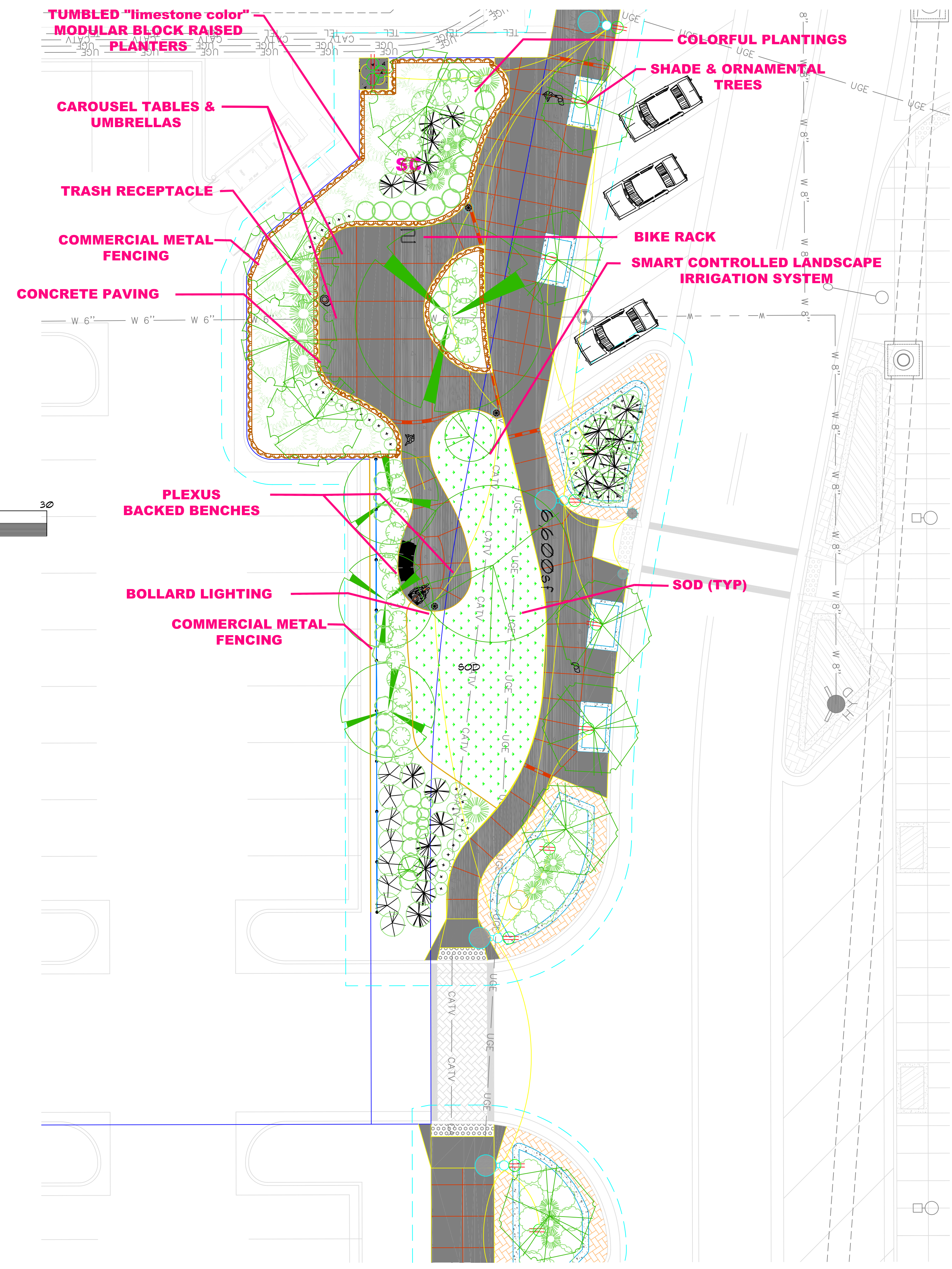
**HITTLE  
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ARCHITECTS**



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**POCKET PARKS & STREETScape**  
 North End Redevelopment  
 North End Amended PUD  
 Manhattan, KS.

STAMP:  
**Osage St. Pocket Park**  
 REVISION: N.A.  
 DRAWN: T/JH  
 CHECKED: T/JH  
 DATE: N.A.  
 PROJECT NO.: N.A.  
 SCALE: N.A.  
 FILE NAME: *hla.dwg*



**'Osage Street' Pocket Park**  
**BLOW UP PLAN**  
 SEE GRAPHIC SCALE





# **The Ranch Senior Living Facility Master Plan**

**Garden City, KS  
Construction Cost: \$260,000**

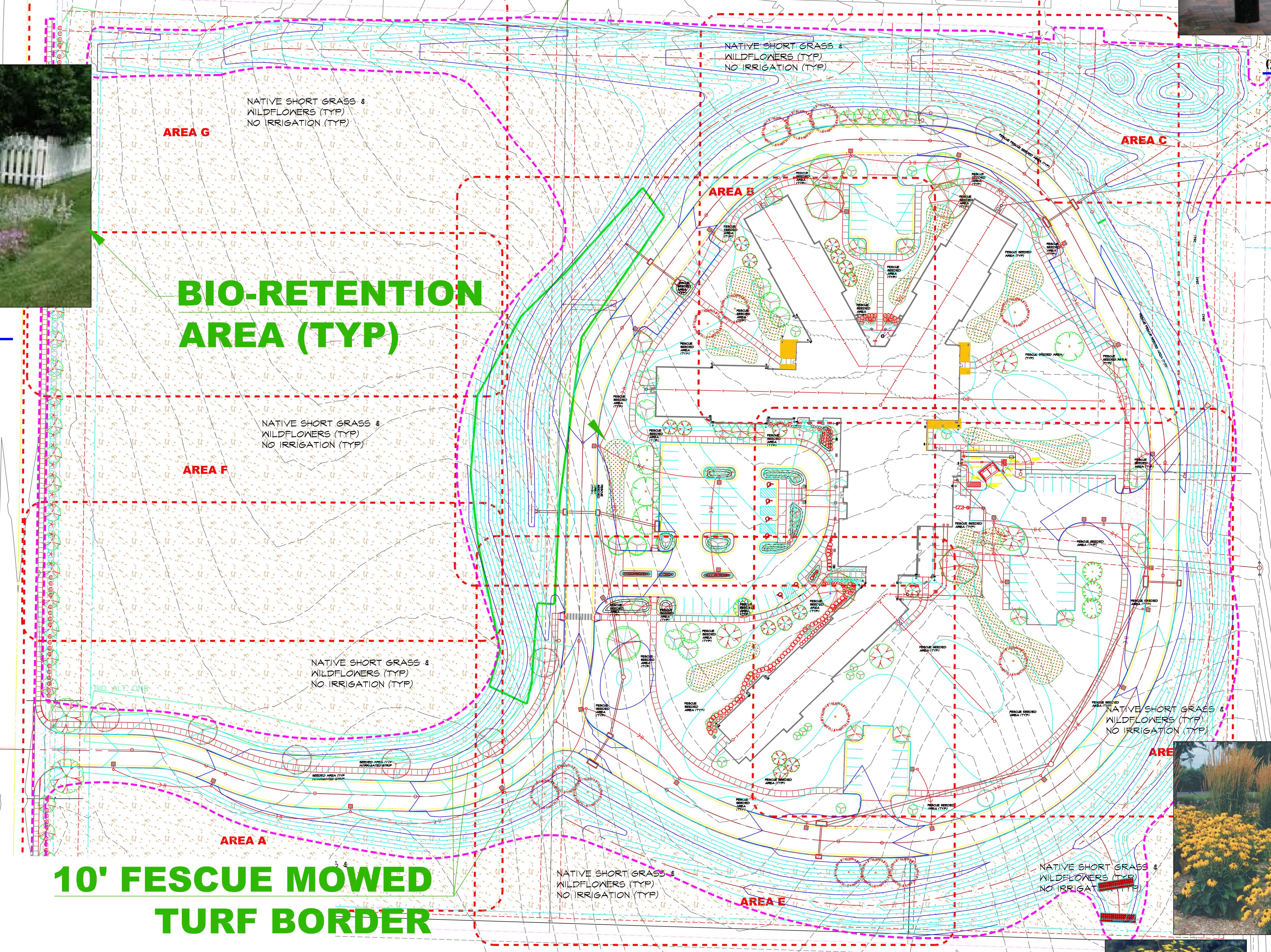




# NATIVE SHORT GRASS & WILDFLOWER MIX w/no irrigation



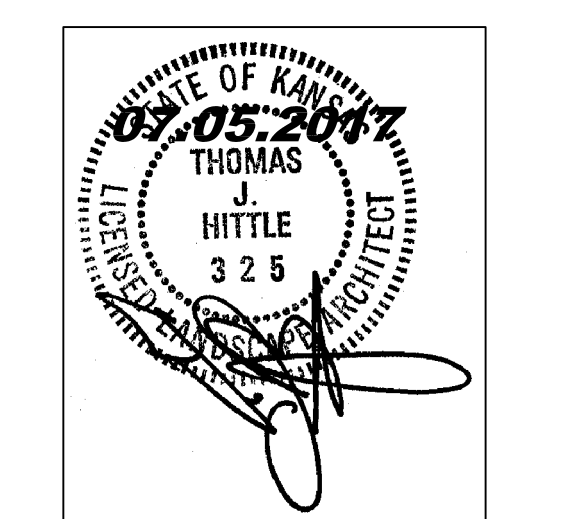
## BIO-RETENTION AREA (TYP)



CONCEPT PLAN  
SEE GRAPHIC SCALE

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NEW SKILLED NURSING & ASSISTED LIVING FACILITY FOR:  
MIDWEST HEALTH - THE RANCH HOUSE  
2900 Campus Drive - GARDEN CITY, KS



CONCEPT PLAN

REVISION:	N.A.	DATE:	N.A.
DRAWN:	TJH	DATE:	
CHECKED:		DATE:	
PROJECT NO.:		SCALE:	
FILE NAME:	jth.dwg		

C:\04 Drive\KIM\_Doc\CAD\_PROJ\Comm\MidwestHealth\GardenCity\_ILA\Master\PDF\_ARCH\_EI\_100100\_4200\_1.dwg, Concept Plan L-100, 7/30/2022 2:18:18 PM, Bluebeam PDF\_ARCH\_EI\_100100\_4200\_1.dwg, Concept Plan L-100, STANDARD\_ILA\_STANDARD

# Professional References





Thomas Hittle &lt;tjhittle@gmail.com&gt;

---

**Fwd: Hittle Landscape Architects**

---

**Allen, Richard** <Richard.Allen@uhsinc.com>  
To: "tjhittle@gmail.com" <tjhittle@gmail.com>

Mon, Jul 5, 2021 at 2:16 PM

Sent from Workspace ONE Boxer

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

From: "Allen, Richard" <Richard.Allen@uhsinc.com>  
Date: Jul 2, 2021 12:37 PM  
Subject: Hittle Landscape Architects  
To: tjhittle@kansas.net  
Cc:

To whom it may concern:

I am sending this e-mail in order to highly recommend Hittle Landscape Architects for your impending project in Salida, Colorado. I have had the privilege of knowing Mr. Hittle for over twenty years and am very well versed of his accomplishments - particularly in Manhattan, Kansas. Mr. Hittle is well respected for the impact he has had on what is now a community of nearly 60,000 people. Aside from his critical work in assisting Manhattan City to re-imagine its downtown core, he has performed outstanding work for Mercy Regional Medical Center (now known as Ascension Via-Christi Hospital of Manhattan).

I served as President/CEO of Mercy Regional for nearly 10 years. During my tenure, one of my greatest accomplishments was a total redesign and rebuild of the hospital campus. The project, which included the replacement of all patient rooms and the majority of all clinical services, consisted of the redevelopment of 50,000 sq.ft. of original hospital space and the new construction of a 150,000 sq.ft. tower. The site presented unique challenges relative to significant elevation differences. Ultimately, the goal was to create a unique environment for our patients, providers, and staff. The hospital was designed to incorporate outside space as much as possible. After in depth discussions, we made the fortunate decision to engage Hittle Landscape Architects to design and manage the development of the outdoor space, which included an outdoor dining area with a central fountain, a welcoming entrance, and a third floor outdoor courtyard which utilized trellises, planting zones and seating in such a way to create a level of privacy for our patients and their families. The crowning achievement was the creation of a centralized courtyard which visitors, patients, and the community could immediately see through a two story glass curtain wall as they entered through the hospital's main entrance. The courtyard could be entered from two different levels, a benefit created by the significant elevation difference between the older hospital and the new tower. The project didn't stop there – the Hittle team was able to create a walking path with stairs that allowed a connection between the lower patio and the upper garden area. The upper area includes a wooden bridge which crossed the waterfall and adjoining pool. The area also includes a private "healing garden" with flowers and foliage, brilliant colors and ever changing fragrances. Finally, at the upper entrance into the hospital, TJ created a brick courtyard honoring those that donated to make the hospital expansion a reality. The bricks surround a statue of a woman with her young daughter in hand – a true celebration of life.

TJ hit an absolute home run with the project by tastefully incorporating a waterfall and large pool area which led to a patio which has been enjoyed by patients and the public for years. I would encourage you to pull up the Via-Christi Manhattan project on the HMN Architects web-site in order to gain a better understanding of TJ's contributions to what became an award winning development. There is no question - Hittle Landscape Architects is the real thing. I wish you best on your planned project.

Sincerely,

Richard Allen

Item 5.

Richard (Dick) Allen| CEO| [richard.allen@uhsinc.com](mailto:richard.allen@uhsinc.com)| Office (661) 382-5718

[Palmdale Regional Medical Center| 38600 Medical Center Drive, Palmdale, CA 93551](#)

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July 5, 2021

James (Jim) Sherow  
City Commissioner and Mayor  
of Manhattan, Kansas, 2007 - 2013  
591 Edgewood Drive  
Campbell River, BC V9W 8H1  
(250) 203 4455 [jsherow@gmail.com](mailto:jsherow@gmail.com)

Salida Public Arts Commission  
448 E. First Street, Suite 112  
Salida, CO 81201

Dear Commissioners

I understand that the Commission is requesting proposals from architectural firms for the renovation of a 5,578 square foot site in the city into an "adventurous space that celebrates the diversity of spirit" of Salida. For this project I can easily, and enthusiastically, speak to the superb qualifications of Hittle Landscape Architects.

I served as a city commissioner and mayor for Manhattan, Kansas when the city was engaged in a sweeping downtown redevelopment project. After considerable public debate, and numerous hearings and meetings, the public and governing body reached a consensus on design guidelines for the north and south ends. The north end incorporated the retail and residential components of the project. The guidelines stipulated attractive, pedestrian friendly landscaping, and the final plan called for two pedestrian/bike friendly pocket parks.

When requests for proposals were submitted, one application stood out above all the others. T.J. Hittle's proposal won unanimous approval for exceptional design. His firm also had a proven ability to deliver on schedule and within budget. Mr. Hittle has a keen eye for complementing plant and hardscape. His design anticipated heavy public use without sacrificing beauty, durability and sustainability. Even when city management reduced the landscaping budget Mr. Hittle showed exceptional flexibility and creativity by altering his plans without compromising his initial vision. Ultimately, it was a pleasure for me to watch as the plants in the parks matured creating charming green havens for residents and shoppers in the district.

Both pocket parks are now living testimonies to Mr. Hittle's landscaping abilities and artistry. His work for the city was professional in every respect. Without reservation, I highly recommend Mr. Hittle for the park project in your city. Please feel free to call or email me with any questions you may have.

Sincerely yours,

  
James Sherow



July 5, 2021

To Whom It May Concern:

A few years ago, Tom Hittle, principal of Hittle Landscape Architects, prepared the plans and renderings for my Mesa View Townhomes project in Poncha Springs, CO. Mesa View is a forty unit townhome community which Tom provided hardscape and landscape plans for the project which included private residences as well as common areas.

Tom was very professional and prompt in all of his work; from the initial schematic designs into working drawings and then inspecting the work as it was in progress. During the entire process, I found Tom to be very open to changes and input from other parties. Tom paid particular attention to how it would appear when the landscape became mature. I am pleased to say that four years later, Tom's knowledge and attention to detail has paid off, the project looks fantastic.

I heartily recommend Hittle Landscape Architects for any future work.

Sincerely,

*Richard Edgington*

President - Pinon Development Corp.

MOBILE: (719) 221-0615

Friday, July 2, 2021

To whom it may concern:

This is a letter of reference for Hittle Landscape Architects and Tom Hittle. Tom did the design and over saw the installation of a large landscape project at our home here in Salida. We live on 15 acres along the Arkansas river north of town.

Mr. Hittle did an exceptional job on both the design and overseeing of the construction. Tom is extremely knowledgeable in the type of plants that will do best in our mountain climate. Tom is a consummate professional and I would highly recommend him for any type of landscape project regardless of the scope and size.

I would be more than happy to show anyone our property, and the stellar results that we now enjoy every day at our home.

Don Dubin  
9777 CR 163  
Salida, CO  
(775) 721-0224  
ddubin@icloud.com

# **Fee Proposal & Scope of Services**

For the: City of Salida, CO – Public Art  
Project, June 11, 2021





Thomas J. Hittle  
Landscape Architect, *ASLA*

---

*Hittle Landscape Architects*  
*P.O. Box 250*  
*Poncha Springs, CO 81242*

***Salida, CO office - 785.477.3337***

---

Thursday, July 8, 2021

City of Salida  
448 E. First Street, suite 112  
Salida, CO 81201  
Attn: Michael Varnum, Arts and Culture Director  
pac@cityofsalida.com

*A Proposal for the*  
***City of Salida, CO - Public Art Project***  
***June 11, 2021***  
***Salida, CO***

Dear Public Art Commission,

I appreciate the opportunity to present this *Proposal for Landscape Architectural Design Services*. I look forward to meeting with you on site to provide a better understanding about the initial needs of the Project.

I understand that we would work together to develop a Master Landscape Plan, from which the City of Salida would fund towards completion. Upon completion of a final design, I can provide related bidding and/or construction administration phase services to see your project through to completion.

I believe that I can provide a critical element of design experience and expertise that can help solve some site challenges, help provide the kind of natural yet functional site that you would like to see. At the same time, I believe that I can help provide ideas and direction to the design process that can add color, practical functionality, and help minimize long-term maintenance issues.

My experience with projects like yours is considerable. More importantly, these projects have been successful. After discussing the Project with you, reviewing the Project needs, I am pleased to submit this proposal for Landscape Architectural Services for the above referenced Project.

This Agreement, effective as of 07.16.2021, is by and between Hittle Landscape Architects (HLA) and **the City of Salida, CO** (Owner) for the following Project: **City of Salida, CO - Public Art Project - June 11, 2021 - Salida, CO**

**The Scope of Services by Hittle Landscape Architects (HLA) will include:**

1. Preliminary Site Studies:
  - 1.1. Up to one site visit for information gathering.
  - 1.2. Photographic study.
  - 1.3. A complete site survey providing topographic details, drawings, and a (CAD) file by a local Surveyor.
  - 1.4. HLA will prepare a set of CAD base maps using the above Survey for use in the design phase of the Project.
  - 1.5. The Owner to advise HLA of any known or suspected contaminants at the Project site.
  - 1.6. HLA shall have no responsibility for existing site conditions.
  - 1.7. One (1) PAC Kickoff Meeting – review of comments and concerns
2. Preliminary Plan Design Phase to include:
  - 2.1. A preliminary large scale drawing of the overall building site, proposed construction materials and proposed plant materials with material sizes and notes included, and color plant & construction material photos.
  - 2.2. A detailed plan blow-up if needed
  - 2.3. One (1) rendered perspective sketch by a Salida artist
  - 2.4. One (1) meeting with the PAC and preliminary plan presentation
  - 2.5. One (1) meeting with the City Council and preliminary plan presentation
3. Final Plan Design Phase to include:
  - 3.1. Revisions, as requested, to the Preliminary Plan
  - 3.2. A large scale drawing of the overall building site, proposed construction materials and proposed plant material photos.
  - 3.3. A detailed plan blow-up if needed
  - 3.4. One (1) meeting with the PAC and final plan presentation
  - 3.5. One (1) meeting with the City Council and final plan presentation
4. The Owner acknowledges that any plans, drawings and other documents prepared during the Design Phases are not intended for construction. Construction documents shall be prepared only as a part of the Bid & Construction Administration Phase.
5. Professional Liability Insurance Policy - \$250,000 limit
6. General Liability Insurance Policy - \$1,000,000 limit
7. Bid & Construction Administration Phase services would be rendered on a lump sum basis and typically includes:
  - 7.1. Revised estimate of probable construction costs
  - 7.2. Project Manual & Specifications
  - 7.3. Construction details
  - 7.4. Engineering details, if needed
  - 7.5. Architectural details, if needed
  - 7.6. Bid processing
  - 7.7. General site observation

The design services outlined above will be billed on a lump sum basis, not to exceed: \$12,619. The fee total includes Landscape Architectural design fees and all reimbursables. HLA will submit a request for progress payments, monthly, in accordance with services and expenses incurred, not to exceed the total lump sum.

Additional Services, beyond the Scope of Services outlined above and as described in the attached General Conditions, shall be negotiated separately as an amendment and shall be provided when requested by the Owner. Landscape Architect agrees to provide its

professional services in accordance with generally accepted standards of its profession. Landscape Architect agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

I can proceed as soon as I receive a signed confirmation of acceptance, via email or mail. My current workload is heavy however I will make every effort to provide any critical pieces of the project in a timely fashion. When you approve this proposal, which includes the attached General Conditions, please sign below and email a scanned copy or mail a copy back to my office.

My firm is dedicated to providing quality Landscape Architectural design services. I am confident that Hittle Landscape Architects can make a real difference in this Project, the reduction of maintenance costs, and in providing the image that will result from a well-conceived and implemented landscape master plan. I will look forward to hearing from you at your earliest convenience.

Best Regards,



Thomas J. Hittle, ASLA  
President - Hittle Landscape Architects

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
SalidaPACProject2021\_des\_pro070120  
21.doc

Thomas J. Hittle  
Landscape Architect, *ASLA*

*Hittle Landscape Architects*

## General Conditions [to the attached proposal and Scope of Services]

File: General Conditions rev 04.26.16.doc

Revised: Thursday, July 08, 2021

### 1. Additional Services

- 1.1. Additional services may be provided upon the request of the Owner. These additional services, beyond the Scope of Services, will be on the quoted hourly basis of \$78.00 plus reimbursable expenses as listed below.
- 1.2. These additional services and fees shall be added to this Agreement by written confirmation by HLA of on-site, phone or other conversations.
  - 1.2.1. Feasibility studies.
  - 1.2.2. Estimates of probable construction cost, above those spelled out in the Scope of Services.
  - 1.2.3. Additional areas added to the Project, or other changes in the Project, including but not limited to, size, quality, complexity or the Owner's schedule.
  - 1.2.4. Review and/or authorization for payment of subcontractor invoices.
  - 1.2.5. Revisions or changes in approved drawings.
  - 1.2.6. Preparation of alternatives, addenda, and/or change orders.
  - 1.2.7. Services with respect to replacement of any work damaged during construction.
  - 1.2.8. Services required as a result of the default, insolvency, or dismissal of any Project contractor or sub-contractor.
  - 1.2.9. Preparation of record drawings.
  - 1.2.10. Providing services if revisions to design or construction documents are required because of changes requested by the Owner, Contractor, or regulatory agency in the construction process.
  - 1.2.11. Providing construction observation beyond that outlined out in the Scope of Services.

### 2. Services NOT provided by HLA include, but are not limited to

- 2.1. Any type of soils or subsoil tests.
- 2.2. Any type of sub-surface or Geo-Tech investigations.
- 2.3. Coordination of installation contractor services.
- 2.4. Property surveys, plot plans, topographic surveys, and professional services beyond that outlined in the Scope of Services.
- 2.5. Revisions or changes to services because of the enactment, interpretation or revision of codes, laws or regulations.
- 2.6. Maintenance or follow up observation after completion of Project.

### 3. Reimbursable Expenses

- 3.1. The following costs and expenses incurred in connection with Additional Services shall be reimbursed at HLA's cost if Additional Services are required:
  - 3.2. Cost of blueprints, plotting, copies, details, mailings and other printed materials required in connection with Additional Services.
  - 3.3. Cost of transportation and travel at \$.57/mile.
  - 3.4. Cost of overnight lodging expenses for Projects over 150 miles from Salida, CO.
  - 3.5. Long distance telephone, fax, and other data transmission costs.
  - 3.6. Fax transmissions at \$1.00/sheet.
  - 3.7. Pro-rated professional liability insurance.
  - 3.8. Photographic services, film and processing.
  - 3.9. Special renderings, sections, and sketches requested.
  - 3.10. Fees for additional consultants and/or tests required for work at the request of the Owner.

### 4. Accounts

- 4.1. Accounts are due within thirty days of the invoice date.
- 4.2. HLA may, upon request, grant an extension to accommodate the Owner's normal billing cycles.

### 5. Authorization to Proceed

- 5.1. If HLA is authorized to commence and/or continue providing its services, either orally or in writing, prior to the execution of a written accepted proposal, such authorization shall be deemed an acceptance of the attached proposal. Such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed.

### 6. Ownership of Documents

- 6.1. Original drawings (by HLA) and other documents of services are the property of HLA and cannot be used on other Projects, additions to this Project or used by others, except by written agreement from HLA.
- 6.2. All instruments of professional service prepared by Landscape Architect, including, but not limited to, drawings and specifications, are the property of Landscape Architect, and these documents shall not be reused on other projects without Landscape Architect's written permission.
- 6.3. Landscape Architect retains all rights, including the copyright in its documents.
- 6.4. Owner or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.
- 6.5. Landscape Architect reserves the right to include representations of the Project in its promotional and professional materials.

### 7. Credits and Acknowledgment

- 7.1. HLA shall be given proper credit and acknowledgment for services.
- 7.2. HLA shall be recognized along with other professional consultants on any news releases, Project title sheets, and construction site display boards.

### 8. Delay

- 8.1. HLA shall not be held responsible for any delays in the performance or progress of the work or be liable for damages sustained by the Owner or others resulting from such delays.

### 9. No Assignment



9.1. Neither party can assign this Agreement without the other party's written permission.

10. **Insurance**

HLA carries commercial general liability, automotive liability, and professional liability insurance (\$250,000 – maximum). Certificates of insurance are available on request.

11. **Termination and Suspension of Services**

11.1. It is understood that these services may be terminated upon twenty days written notice by either party.

In this event, HLA shall be compensated for all services performed and expenses incurred prior to the termination at the rates and reimbursable expenses set forth in the proposal attached and these General Conditions.

11.2. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay Landscape Architect in full for services rendered or expenses incurred.

11.3. Landscape Architect shall have no liability because of such suspension of service or termination due to nonpayment.

12. **Revocation**

12.1. This proposal shall be considered revoked if not accepted within thirty days of the proposal date.

13. **Miscellaneous**

13.1. This Agreement is governed by Colorado law.

13.2. This Agreement is the entire and integrated agreement between the Owner and HLA and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and HLA. Neither party can assign this Agreement without the other party's written permission.

13.3. The Owner agrees to indemnify and hold HLA harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by HLA's negligent errors or omissions.

13.4. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

13.5. The Owner acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. The Owner further acknowledges that, as between the parties to this Agreement, the Owner is solely responsible for the results of any lack of or improper maintenance.

13.6. HLA agrees to provide its professional services in accordance with generally accepted standards of its profession. HLA will make reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement. HLA shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date. Owner acknowledges that Owner-directed changes, unforeseen conditions, and other delays may affect the completion of HLA's services. Owner waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of HLA's services. In no event shall HLA have control over or responsibility for any contractor or vendor's performance schedule.

13.7. In recognition of the relative risks and benefits of the Project to both Owner and HLA, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, to limit the liability of HLA to Owner for any and all claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, so that the total aggregate liability of HLA shall not exceed the design fee under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contract or warranty.

13.8. The Owner understands and acknowledges that the design and construction process for this Project poses certain risks to both HLA and the Owner. The Owner further understands and acknowledges that the amount of risk that HLA can accept is tied, in part, to the amount of compensation received for services rendered. HLA's fee for the services offered is based on the Owner's agreement to limit HLA's liability as described below. The Owner further acknowledges that were it not for this promise to limit HLA's liability, HLA's compensation would need to increase to address the risks posed by this Project. The Owner, therefore, acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, HLA's total liability to the Owner for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, HLA's negligence, errors, omissions or breach of contract, shall not exceed the total compensation received by HLA under this Agreement. This limitation of liability shall apply to the Owner's claims for damages as well as the Owner's claims for contribution and indemnity with respect to third party claims.

13.9. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. The cost of the mediation service shall be borne equally by the parties. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

13.10. Owner and HLA are and will be throughout the term of this Agreement independent contractors as to each other. Each party recognizes that it shall be solely responsible for its own conduct, including without limitation its own fault, as to any aspect of the Agreement. In the event any claim is made or any action is filed arising out of this Agreement or the services to be performed under it, the parties anticipate that each will defend said claim or action on its own behalf, and will pay, settle, or otherwise dispose of any demand or judgment against it. In the event either party is made to respond in damages for the fault of the other party, then the other party agrees to indemnify and hold harmless the first party from any payment that it has to make, including without limitation the payment of reasonable attorneys' fees incurred in resisting, settling, or otherwise disposing of the demand, on account of the other party's fault.

14. **Limited Construction Phase Services**

- 14.1. Notwithstanding any other term in this Agreement, Landscape Architect shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.
- 14.2. Construction-phase services will be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Landscape Architect maintains the right but not the duty to recommend that Owner reject work that does not appear to conform generally to the plans and specifications. Landscape Architect shall not have any liability for recommendations made in good faith.
- 14.3. If construction-phase payment certification services are included in this agreement, such certifications for payment shall be a representation to the Owner that, to the best of Landscape Architect's knowledge, information and belief, the work has progressed to approximately the point indicated. Such certification shall be subject to any noted qualifications by Landscape Architect and shall not be a representation that Landscape Architect has supervised the work, reviewed means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs of the contractors, or that Landscape Architect has reviewed how or for what purpose the contractor has used or intends to use the contract funds.
15. **No Third Party Beneficiaries**
- 15.1. Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except Landscape Architect and Owner.

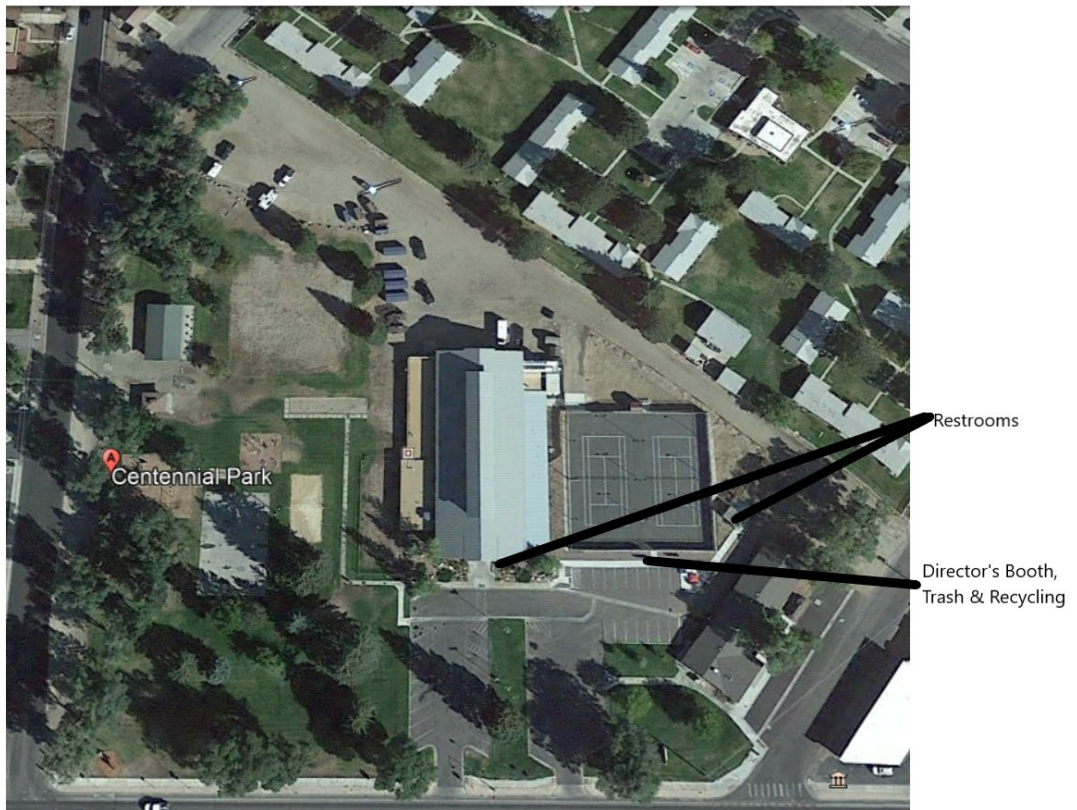
<b><u>HLA DESIGN PROPOSAL</u></b>	<b>CLIENT:</b>	City of Salida, CO			
<b><u>Summary Sheet</u></b>	<b>PROJECT:</b>	Public Art Project - 1st & G Street			
Date: 07.03.2021	<b>ADDRESS/CITY:</b>	Salida, CO			
File: Salida_PublicArtProject2021_DESPRO.xls	<b>PHONE:</b>			<b>FAX:</b>	
<b><u>SCOPE OF SERVICES</u></b>	<b><u>HLA #1</u></b>	<u>Surveying</u>	<u>Artist Sketch</u>		
<b><u>PROJECT FEE SUMMARY</u></b>	\$ 9,819	\$ 1,700	\$ 1,100	\$ -	\$ -
<b><u>PROJECT TOTAL:</u></b>	\$ 12,619				

To: City of Salida  
RE: Peak to Peak Pickleball Tournament September 10, 11 and 12, 2021  
From: Rick Hum, VP Peak to Peak Pickleball Club  
Date: July 9, 2021

We have been coordinating with Salida Recreation Department to hold a Pickleball Tournament on September 10, 11 and 12, 2021.

Each day we will set up the information and director's booth outside the Tennis/Pickleball courts in Centennial Park by 8 a.m. We will be concluding play each day before 6 p.m.

We have closed registration, since all 150 player slots are filled.



# Salida Park Rental & Special Event Form

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

Contact Name \*

Rick Hum

Contact Phone Number \*

719-539-5058

Applicant/Entity Email \*

rick.hum@gmail.com

Event/Activity Name \*

Peak to Peak Classic "Rally in the Valley" Pickleball Tournament

What type of Event are you requesting? \*

Item 6.

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

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

3 day pickleball tournament. <https://www.peaktotopickball.com/Tournaments>

Desired Location of Event/Activity \*

Item 6.

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

Estimated number of attendees? \*

80 .....

Start date desired \*

MM DD YYYY

09 / 10 / 2021

Start Time Desired (please include load in time) \*

Item 6.

Time

08 : 00 AM ▼

End date desired \*

MM DD YYYY

09 / 12 / 2021

End Time Desired (please include load out time) \*

Time

06 : 00 PM ▼

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

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



If you checked any box other than "None of the above" You will need to submit additional documentation-visit the link below for more info.

<https://docs.google.com/document/d/1B7TntB0R6jSn001BEbe6d5YrdJonjgICBqSApBmne3I/edit>

Item 6.

This form was created inside of City of Salida.

Google Forms

## Special Event Application

1. **Will any food or merchandise be sold? Yes  No**   
If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.
  
2. **Will alcoholic beverages be sold and/or dispensed at your event? Yes  No**   
If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.
  
3. **Will there be amplified sound at your event? Yes  No**
  
4. **Are street closures proposed for your event? Yes  No**   
If yes, where and when? \_\_\_\_\_  
If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.
  
5. **Will you require any law enforcement services specific for your event? Yes  No**   
If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?  
\_\_\_\_\_  
\_\_\_\_\_

Dates and times officers needed? \_\_\_\_\_

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

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

6. **Where do you plan for people to park for your event? Parking spaces around the tennis/pickleball courts, at the previous recycling center site and on surrounding streets.**
  
7. Please attach the quote/estimate for your **trash service**. Provided by volunteers.
  
8. **Do you plan on using any portion of the Salida Trail System (STS)? Yes  No**   
If yes, describe when, how and where: \_\_\_\_\_  
\_\_\_\_\_

9. Is your **Emergency Action Plan, including First Aid Stations**, Communication and public safety agencies complete? Yes  No   
Please attach the plan documents to this application with the details.
10. Have you attached **event insurance**? Yes  No   
Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.
11. Please attach a **timeline**, with dates and times, for your event
12. Please list any other needs or requirements that have not been covered.
13. Please attach
- a. Map of your event with portalette, entry/exits and additional trash cans called out
  - b. Proof of insurance
  - c. Quote/estimate for Trash service
  - d. Emergency Action Plan
  - e. Event Timeline
  - f. Sound, Liquor, Street closure, etc permits and applications

Event organizer Signature     *Rick Hum*     Date 07-09-2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/6/2021

**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 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> <b>NFP</b> <b>8900 KEystone XING STE 1200</b> <b>PO BOX 44992 (PAYMENTS ONLY)</b> <b>INDIANAPOLIS, IN 46240-2136</b> <b>317-808-7272</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 317-808-7272      FAX (A/C, No): 3175246409	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United States Fire Insurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  <b>Peak to Peak Pickleball Club</b> <b>PO BOX 5224</b> <b>BUENA VISTA, CO 81211-5224</b>	<b>NAIC #</b> 21113	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** USP331464      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		SRPGAPML-101-0720	02/08/2021 12:01 AM	02/08/2022 12:01 AM	GENERAL AGGREGATE      \$2,000,000.00
	PRODUCTS - COM/POP AGG      \$2,000,000.00						
	PERSONAL & ADV INJURY      \$1,000,000.00						
	EACH OCCURRENCE      \$1,000,000.00						
	FIRE DAMAGE (Any one fire)      \$300,000.00						
	MED EXP (Any one person)      \$5,000.00						
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$							EACH OCCURRENCE      \$ AGGREGATE      \$
							EACH OCCURRENCE      \$0.00 GENERAL AGGREGATE      \$0.00
							EACH OCCURRENCE      \$ GENERAL AGGREGATE      \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Pickleball Club**  
  
**Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage**

<b>CERTIFICATE HOLDER</b>  <b>Peak to Peak Pickleball Club</b> <b>PO BOX 5224</b> <b>BUENA VISTA, CO 81211-5224</b>	<b>CANCELLATION</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.  AUTHORIZED REPRESENTATIVE  <p style="text-align: center;">NFP</p>
---	--



## ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
7/6/2021

AGENCY NFP	CARRIER United States Fire Insurance Company	NAIC CODE 21113
POLICY NUMBER SRPGAPML-101-0720/USP331464	EFFECTIVE DATE 02/08/2021 12:01 AM	NAMED INSURED(S) Peak to Peak Pickleball Club

**ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)**

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER  <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	Salida Hot Springs Aquatic Center 410 W Rainbow Dr. Salida, CO 81201							LOCATION: VEHICLE: AIRPORT: ITEM CLASS: ITEM DESCRIPTION	BUILDING: BOAT: AIRCRAFT: ITEM:
REASON FOR INTEREST:		REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ex):		FAX (A/C, No):		
		LIEN AMOUNT:	E-MAIL ADDRESS:						

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

Policy Number: SRPGAPML-101-0720/USP331464  
Insured: Peak to Peak Pickleball Club

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Salida Hot Springs Aquatic Center 410 W Rainbow Dr. Salida, CO 81201
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

**Section II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SCHEDULED ACTIVITIES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Description Of Activities:**

Any activity specifically described in the Named Insured Member Certificate of Coverage (FM 101.0.0029) as an activity that is not covered under the Commercial General Liability policy.

In addition, scheduled activities exclusion endorsement applies: Inflatable Amusement Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices, Fireworks, Mechanical Bucking Devices: including Multi Ride Attachments, Permanent & Mobile Rock Wall Structures, Security Services Other Than Contracted Law Enforcement Officers, Trampolines, and Zip Lines.

With Respect to Certificate Number(s) USP288590

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to the policy:

### **2. Exclusions**

This insurance does not apply to:

#### **SCHEDULED ACTIVITIES**

"Bodily Injury", "Property Damage" or "Personal and Advertising Injury" resulting from or arising out of any activities listed in the above Schedule of this endorsement that are or were arranged and/or conducted by, or on behalf of, the "Named Insured Member".

All other terms and conditions remain unchanged



## City of Salida Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Rick Hum	303-748-5661	539-5058	<i>[Signature]</i>
2. Clint Lawrence	817-422-2134		<i>[Signature]</i>
3. Stephanie McDonald	281-685-3557		<i>[Signature]</i>
4.			

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

### Communications

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

### Fire

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

### Medical Emergency

- Identify the medical emergency.
- If life threatening, call 911.
- Administer first aid if properly trained.
- Evacuate the injured person to Heart of the Rockies Regiaonal Medical Center

### Violent incident

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

### Severe Weather/Natural incident

- Move participants away from threat if possible.
- Evacuate to Aquatic Center - indoors
- Call 911

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

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



# City of Salida Multiple Vendor Event Permit Application

Date of Application 07/14/2021

Event Name: Peak to Peak Classic "Rally in the Valley" Pickleball Tournament

- 1. Event location(s): Centennial Park Tennis/Pickleball courts
- 2. Date(s) & times(s) of event: 8 a.m. to 6 p.m. each day 09/10/21 to 09/12/2021

3. Individual or organization sponsor(s): Rick Hum, VP Peak to Peak Pickleball Club  
 Address: 13405 CR 261 C, Nathrop  
 Phone: 303-748-5661 E-mail: Rick.Hum@gmail.com

4. Contact Person: Rick Hum  
 Phone: 303-748-5661 E-mail: Rick.Hum@gmail.com

5. List Participating Vendors:  
**REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR**

Tacos El Tapatio

The Divide: A Gourmet Food Trailer

Blue Truck Ice Cream

She Shorts

Pik Ninja

002 Pickleball Apparel

Jacoso Olsen Message Therapist

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Copy of Insurance Attached (Yes or No) Yes

Required Fees and Checklist:



\$75 Application Fee

\$20 per participating vendor: Number of Vendors 7 X \$20 = \$140



Current Colorado Sales Tax License for each participating vendor



Proof of Insurance

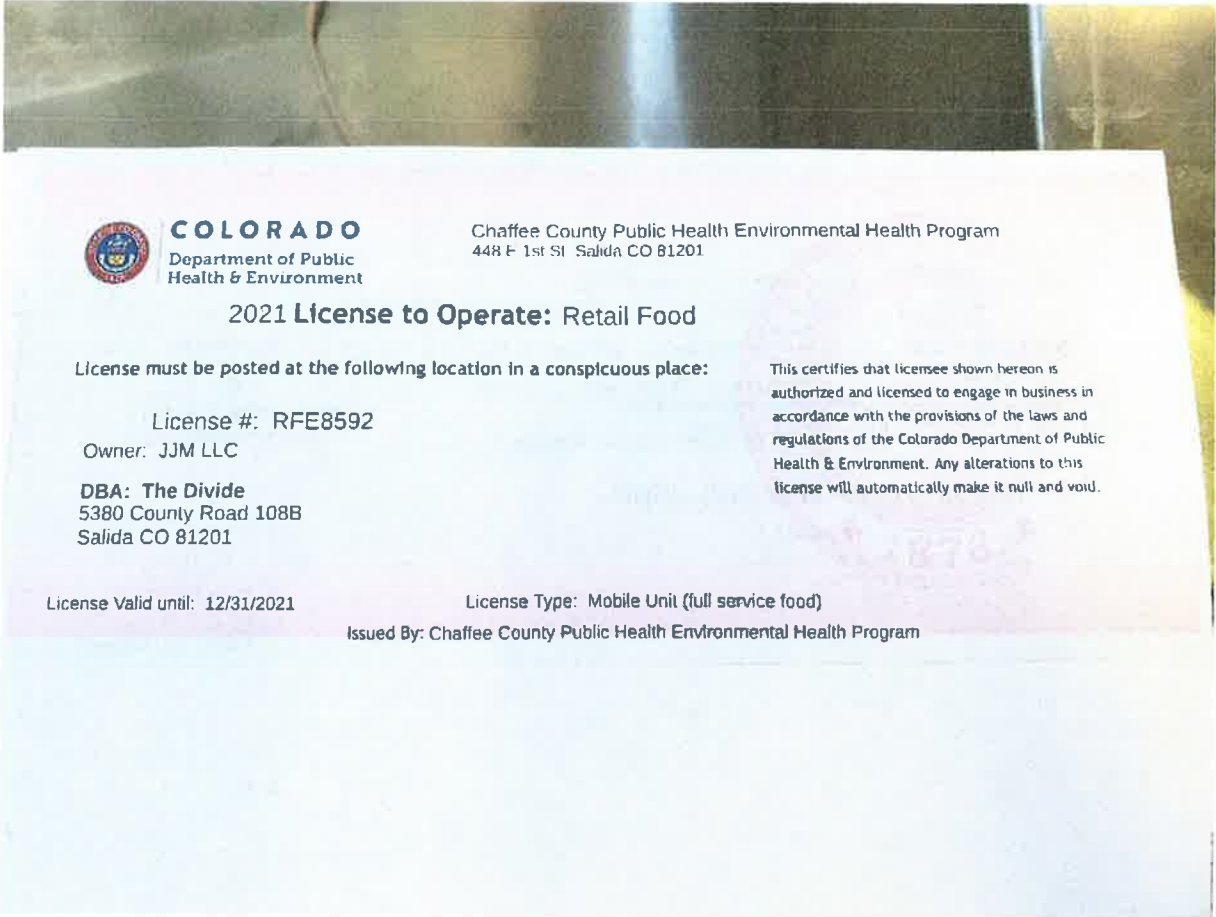
Signed: *Rick Hum*

Event Sponsor: Peak to Peak Pickleball Club

City of Salida: \_\_\_\_\_

Date: 07/14/2021

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



...IN ORDER TO CLOSE YOUR ACCOUNT AND CEASE ANY FUTURE LIABILITY, YOU MUST

DR 0140 (02/16/11)  
DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

STATE COUNTY  
COLORADO CHAFFEE

Must collect taxes for:  
**SALES TAX LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	exclusion type	sales tax rate	month	day	year		
30769847-0000	31	0206-009	L	100118	Dec	03	19	2021	

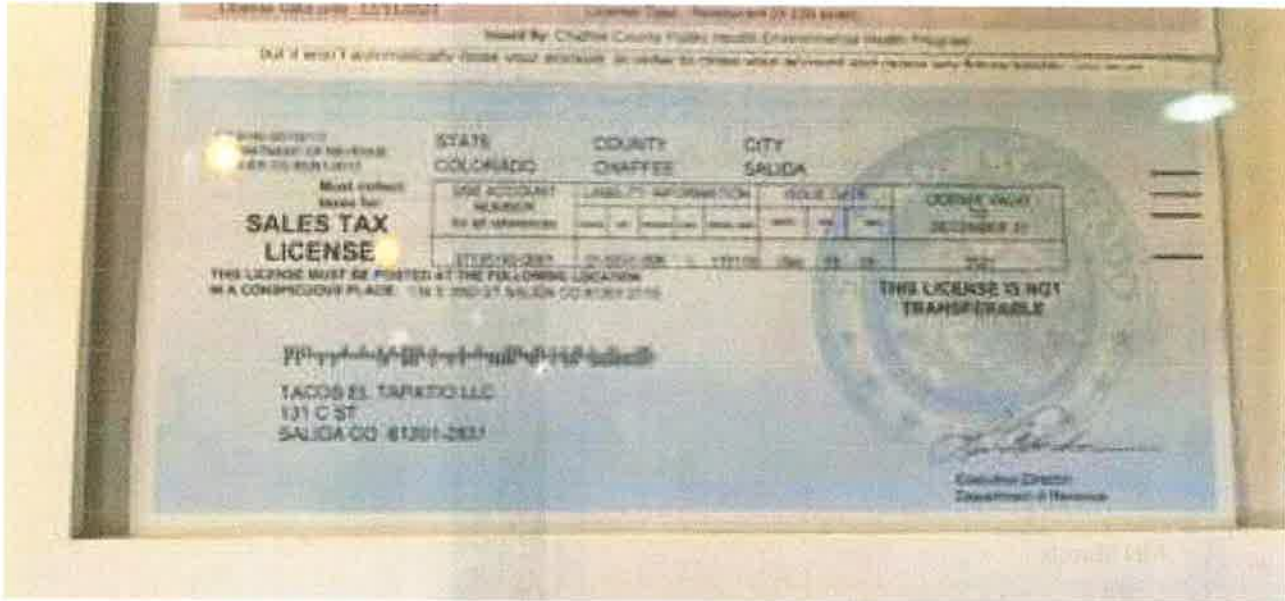
**THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION**  
IN A CONSPICUOUS PLACE: BLUE TRUCK ICE CREAM  
12139 COUNTY ROAD 140 SALIDA CO 81201-9482

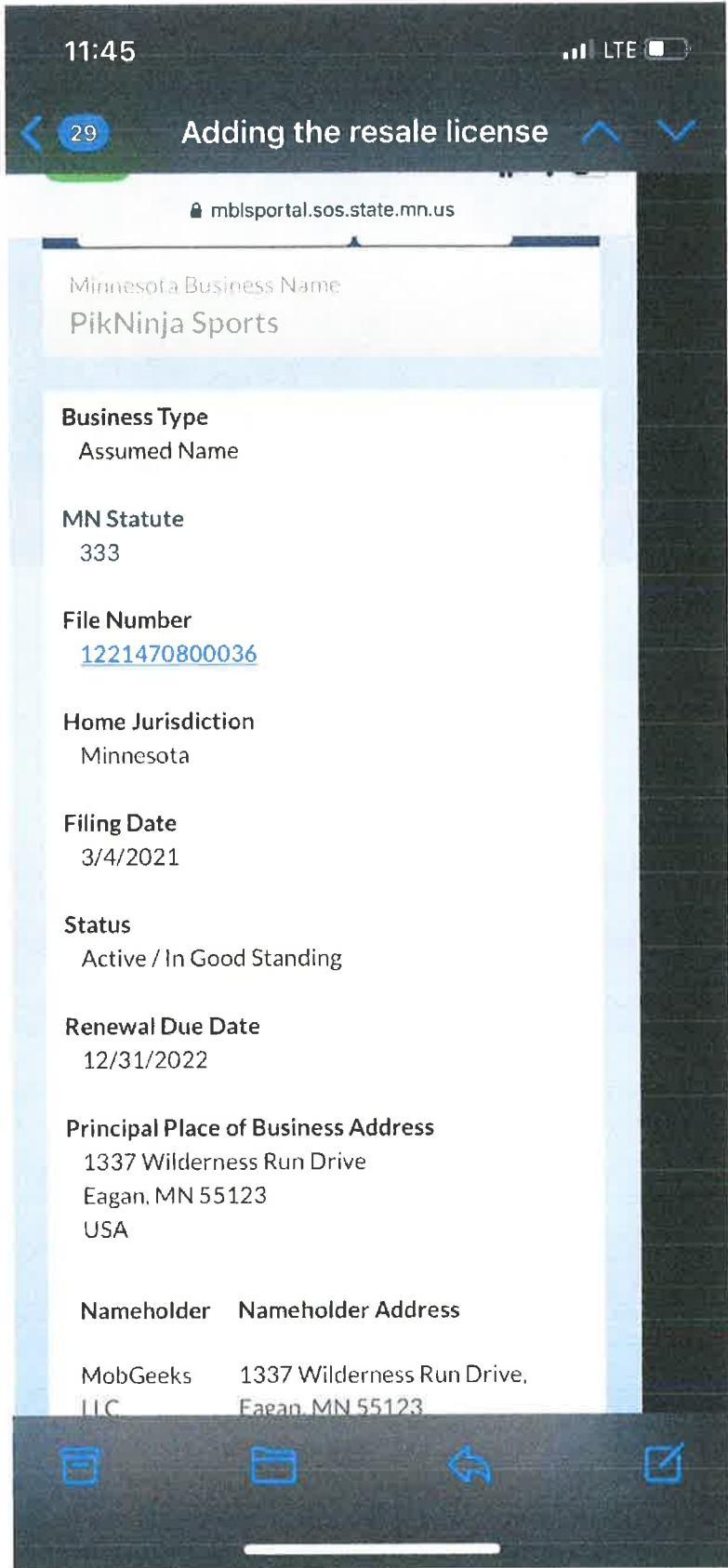
**THIS LICENSE IS NOT TRANSFERABLE**



BLUE TRUCK ICE CREAM  
ATTN: CYNTHIA S MARTINEZ  
12139 COUNTY ROAD 140  
SALIDA CO 81201-9482

Executive Director  
Department of Revenue





(02/18/11)  
DEPARTMENT OF REVENUE  
FORM REV. 11/10  
: CO 80261-0013

STATE COUNTY RTD/CD  
COLORADO JEFFERSON

Must collect  
taxes for:  
**ALES TAX  
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	country	city	industry	type	liability date	month	day	year	
34556293-0000	11	0206	048	C	090818	Dec	06	19	2021

LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
CONSPICUOUS PLACE: 531 S SIMMS ST LAKEWOOD CO 80228-2909

**THIS LICENSE IS NOT  
TRANSFERABLE**



SHESHORTS CO.  
531 S SIMMS ST  
LAKEWOOD CO 80228-2909

Executive Director  
Department of Revenue

▲ Detach Here ▲  
**IMPORTANT INFORMATION**

Letter Id: L01

**Now that you have your license, here's what you need to know:**

Use the letter ID above and go to [Colorado.gov/RevenueOnline](http://Colorado.gov/RevenueOnline) to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you. Both your sales tax returns AND payments are due by the 20th day of the month following the end of the month.



License No. 488

License Fee: \$30.00



State of Colorado

Town of Buena Vista

**Business License**  
Ark Valley Healing Hands

This is to certify that the above named company is granted a license to conduct business  
in the Town of Buena Vista, Colorado.

This License is issued subject to the Laws of the State of Colorado and the Ordinances of the Town of Buena Vista,  
Colorado and especially under the provisions of Chapter 6, Article II, of the Buena Vista Municipal Code.

Authorization Date: January 21, 2021

By: *[Signature]*  
Deputy Town Clerk

THIS LICENSE IS NON-TRANSFERABLE AND IS TO BE POSTED IN A CONSPICUOUS PLACE

This License Expires December 31, 2021



Permit #: \_\_\_\_\_

Item 6.

# CITY OF SALIDA AMPLIFIED SOUND PERMIT

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

## Peak to Peak Pickleball Club

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

Permittee: Rick Hum, VP Peak to Peak Pickleball Club

Address: 13405 CR 261 C, Nathrop

Telephone: 303-748-5661

Individual supervising sound (if different from Permittee): \_\_\_\_\_

Activity/event: Peak to Peak Classic "Rally in the Valley" Pickleball Tournament

Type of sound amplification equipment authorized (if any): PA System

Location: Centennial Park Tennis/Pickleball Courts

Date(s): 09/10/2021 to 09/12/2021

Hours of operation: 8 a.m. to 6 p.m.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expiration: \_\_\_\_\_

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

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

Accepted and agreed to by the Permittee: Rick Hum

Date: 07/09/2021

Approved by the City Administrator on the \_\_\_\_ day of \_\_\_\_\_.

City of Salida: \_\_\_\_\_ (City Administrator)

Copies to: Police \_\_\_ Public Works \_\_\_ Fire \_\_\_ City Clerk \_\_\_ City Zoning \_\_\_  
Amplified Sound Permit

To the Salida City Council:

The Salida Fiber Festival will be celebrating its tenth anniversary festival September 11 and 12, 2021, in Riverside Park, downtown Salida. Hours for the festival are 9AM-5PM on Saturday, and 10AM-4PM on Sunday.

Again, the festival will feature vendors selling yarn, fiber, fabrics, finished fiber goods, and fiber equipment and supplies, an Activity Tent, a silent auction, a pop-up fashion show, and demonstrations. We have also sponsored a fiber art exhibition at the SteamPlant, now in its fifth year. The beer garden has always been a very popular place for visitors, vendors, and volunteers to relax in the shade, and we feature locally crafted libations from Vino Salida, Soulcraft, and Wood's.

Thank you for your consideration of our permit request.

The Salida Fiber Festival organizing committee

# Salida Park Rental & Special Event Form

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

Contact Name \*

---

Contact Phone Number \*

---

Applicant/Entity Email \*

Sheryl@Serendipityyarn.com

---

Event/Activity Name \*

Salida Fiber Festival

---

What type of Event are you requesting? \*

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

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

Vendor Booths, Beer Garden, Fashion Show, Silent Auction, and Fiber Art Exhibition. [www.SalidaFiberFestival.com](http://www.SalidaFiberFestival.com)

Desired Location of Event/Activity \*

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

Estimated number of attendees? \*

2000 \_\_\_\_\_

Start date desired \*

MM DD YYYY

09 / 10 / 2021

Start Time Desired (please include load in time) \*

Time

08 : 00 AM ▼

End date desired \*

MM DD YYYY

09 / 12 / 2021

End Time Desired (please include load out time) \*

Time

08 : 00 PM ▼

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

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

If you checked any box other than "None of the above" You will need to submit additional documentation-visit the link below for more info.

<https://docs.google.com/document/d/1B7TntB0R6jSn001BEbe6d5YrdJonjglCBqSAp8mne3l/edit>

This form was created inside of City of Salida.

Google Forms



### Addendum A For Applications B and C

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

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

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

4. Are **street closures** proposed for your event? Yes  No   
If yes, where and when? 9-10-21 8AM-3PM  
If yes, it is **your** responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

5. Will you require any **law enforcement services** specific for your event? Yes  No   
If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?)  
Security

Dates and times officers needed? 9-10-21 5PM to 9/11/21 7AM  
9-11-21 5PM to 9/12/21 7AM

6. Where do you plan for people to **park** for your event? Salida Free Parking Lots

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

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

9. Please list any other needs or requirements that have not been covered. \_\_\_\_\_  
Discontinue grass watering on Thursday 9-9-21  
Baricades needed for Street closure

# Application for a Special Events Permit

Departmental Use Only

Item 7.

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              |   |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>SALIDA FIBER FESTIVAL</b>	State Sales Tax Number (Required) [REDACTED]
--	---

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>PO BOX 442 SALIDA CO 81201</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>RIVERSIDE PARK SALIDA CO 81201</b>
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate <b>SHERYL CAMPBELL, TREASURER</b>	Date of Birth [REDACTED]	Phone Number <b>303-359-4597</b>
---	-----------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
 [REDACTED]

5. Event Manager	Date of Birth	Phone Number
------------------	---------------	--------------

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
---	--------------------------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
09/11/21	From	11:00AM	To	09/12/21	From	11:00AM	To								
			6:00PM				4:00PM								

**Oath of Applicant**

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

Signature <i>Sheryl A. Campbell</i>	Title <b>TREASURER</b>	Date <b>10/21/20</b>
--	---------------------------	-------------------------

**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
-----------	-------	------

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

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

# Application Information and Checklist

**The following supporting documents must be attached to this application for a permit to be issued:**

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

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

### Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2021

**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> R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	<b>CONTACT NAME:</b> Robert V. Nuccio <b>PHONE (A/C, No, Ext):</b> (800) 364-2433 <b>FAX (A/C, No):</b> (818) 980-1595 <b>E-MAIL ADDRESS:</b> support@rvnuccio.com														
<b>INSURED</b> Salida Fiber Festival PO Box 442 Salida, CO 81201	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The American Insurance Company</td> <td>21857</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The American Insurance Company	21857	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The American Insurance Company	21857														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR I.T.R.	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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Host Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		XXC80514929 NAEP095777	9/10/2021	09/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 300,000 MEDICAL EXPENSE \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	XXC80514929	9/10/2021	09/13/2021	1,000,000
A	Liquor Liability			XXC80514929	9/10/2021	09/13/2021	1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Insured: Town of Salida Colorado  
 448 E First St, Suite #112  
 Salida, CO 81201

<b>CERTIFICATE HOLDER</b> Riverside Park Sackett Ave and F Street Salida, CO 81201	<b>CANCELLATION</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.  AUTHORIZED REPRESENTATIVE
---	--

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Salida Fiber Festival

is a

Nonprofit Corporation

formed or registered on 10/30/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111605403.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/20/2020 that have been posted, and by documents delivered to this office electronically through 10/21/2020 @ 14:16:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/21/2020 @ 14:16:25 in accordance with applicable law. This certificate is assigned Confirmation Number 12676032.



*Jena Griswold*

Secretary of State of the State of Colorado

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



**City of Salida  
Multiple Vendor Event Permit Application**

Date of Application 10/12/20

Event Name: Salida Fiber Festival

1. Event location(s): Riverside Park

2. Date(s) & times(s) of event: 9/10-12/21 8AM to 5PM

\_\_\_\_\_  
\_\_\_\_\_

3. Individual or organization sponsor(s): Salida Fiber Festival

Address: PO Box 442 Salida CO 81201

Phone: 303-359-4597 E-mail: Sheryl@Serendipityarn.com

4. Contact Person: Sheryl Campbell

Phone: 303-359-4597 E-mail: Sheryl@Serendipityarn.com

5. List Participating Vendors:

**REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE  
FOR EACH VENDOR**

To Be Determined

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---



---



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---



---

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

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

Copy of Insurance Attached (Yes or No) \_\_\_\_\_

Required Fees and Checklist:

\$75 Application Fee

\_\_\_\_\_ \$20 per participating vendor: Number of Vendors \_\_\_\_\_ X \$20 = \_\_\_\_\_

Current Colorado Sales Tax License for each participating vendor  
*SFF license included*

Proof of Insurance

Signed:

Event Sponsor: *Shy A. Campbell* City of Salida: \_\_\_\_\_

Date: *10/12/20* Date: \_\_\_\_\_

DR 0160 (02/16/11)  
COLORADO DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

MULTIPLE EVENT SALES TAX LICENSE

**THIS LICENSE IS  
NOT TRANSFERABLE**

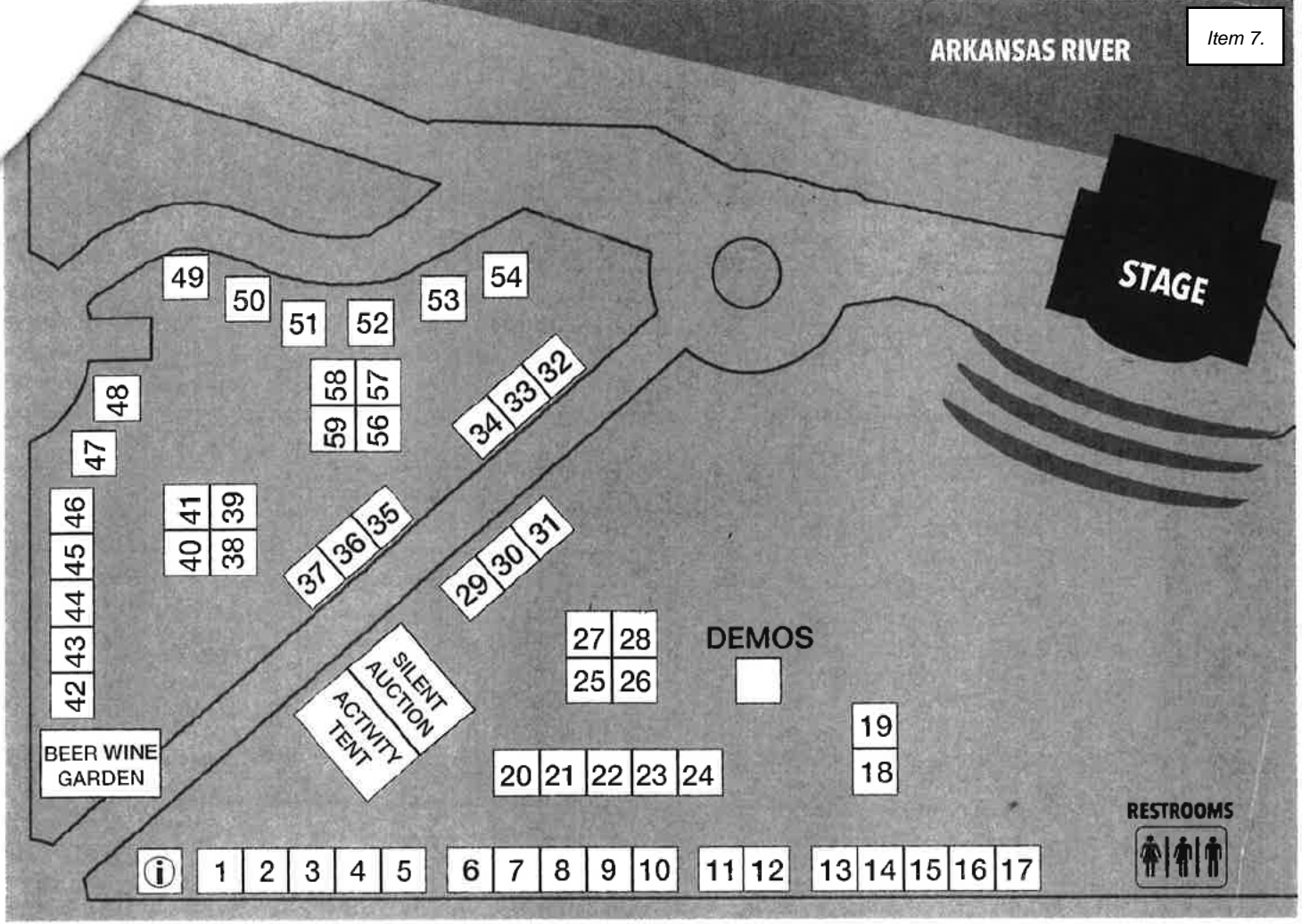
USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION			VALID THROUGH
	27251405-0000	31-0031-006	C	



SALIDA FIBER FESTIVAL  
PO BOX 442  
SALIDA CO 81201-0442

Interim Executive Director  
Department of Revenue





ASC Soapworks	53	Handwoven Designs	48
BagzNBeadz	17	Jefferson Farms Natural Fibers	45-46
Bee Skep	13-14	Journals by a Simple Pilgrim	41
Bernadette Fuentes	16	Leslie's Magnolias	28
Bristol Yarnworks Studio	54	Milkweed Designs	42-43
Cactus Hill Farm Fiber	52	Mora Valley Spinning Mill	23-24
Carol Silks	5	Mountain Top Quilts	20
Cat Mountain Fiber Arts	34	Natural Twist, LLC	35-36
Cherry Creek Valley Farms	56	Naumann Angoras	40
Colorful Eclectic	33	Nelson Wool Works	26
Dancing Hooves Farm & Studio	3	Old Mother Westwind	11
DeGoatsnsheep Ranch	2	Phoenix Fiber Mill LLC	12
Dragon Faery DyeWorks	53	Pleasant Journey Alpacas	29
Enchanted Fibers	38-39	Rocky Mountain Llama & Alpaca Assn.	51
EWE and me...A Yarn Boutique	21-22	Serendipity Yarn & Gifts	18-19
Feel Good Felt	44	Sharon Cupit	4
FeltCrafts	25	Smashing Jewelry	47
Felted Dog	32	Spruce Dragon LLC	6-7
Fiberlady	30-31	The 100th Sheep, LLC	49-50
Fiberspace	37	The 285 Fiber Group	57
Fox Ryde Gardens	59	Two Windows Dye Company	15
Get Your Goat 4-H	58	Ute Meadow Ranch	27
Green Designs	1	Wooly Wonka Fibers	10
Greenwood Fiberworks	8-9		

CITY OF SALIDA

Permit #: \_\_\_\_\_

AMPLIFIED SOUND PERMIT

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

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

Permittee: Salida Fiber Festival

Address: PO Box 442  
Salida CO 81211

Telephone: 303-359-4597

Individual supervising sound (if different from Permittee): \_\_\_\_\_

Activity/event: Salida Fiber Festival

Type of sound amplification equipment authorized (if any): \_\_\_\_\_  
Band Stand Speakers

Location: Riverside Park

Date(s): 9/10-12/21

Hours of operation: 9 AM to 5 PM

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

\_\_\_\_\_

\_\_\_\_\_

Expiration: \_\_\_\_\_

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

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

Accepted and agreed to by the Permittee: [Signature]

Date: 9/9/21

Approved by the City Administrator on the \_\_\_\_\_ day of \_\_\_\_\_.

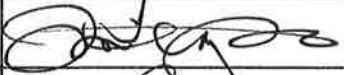
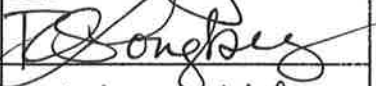
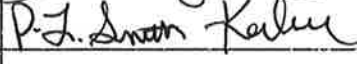
City of Salida: \_\_\_\_\_ (City Administrator)

Copies to: Police \_\_\_ Public Works \_\_\_ Fire \_\_\_ City Clerk \_\_\_ City Zoning \_\_\_

January, 2009 Amplified Sound Permit

### Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Jane Templeton	719. 221. 2331	719. 539. 4618	
2. Becky Longberg	970-213-8006	N/A	
3. Penny Smith-Kelker	512-914-4488		
4.			

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

**Communications**

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

**Fire**

- Call 911
- Assist injured or disabled personnel.
- Evacuate the building. Activate emergency shutoffs if available.
- Attempt to use a fire extinguisher only if you have been trained.
- Evacuate participant to *Steam Plant, Scout Hut, visitors' + vendors' vehicles*

**Medical Emergency**

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

**Violent incident**

- Call 911.
- Attempt to avoid the situation – move participants away
- Try to deny contact-evacuate to *Steam Plant / Scout Hut, visitors' + vendors' vehicles*  
lock/block doors, turn off lights, silence phones.
- If necessary defend - distract, attack, subdue.

Severe weather/natural incident

1. Move participants away from threat if possible.

2. Evacuate to

3. Call 911

Scout tent / Scout Hut / visitor's vendors' vehicles or

Item 7.

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

1. Call 911.

2. State who, what, where, when, why, and how situation occurred.

3. If bomb threat, turn off all electronics.



**CITY COUNCIL ACTION FORM**

<b>Originating Dept.</b> City Attorney	<b>Presented by</b> Geoff Wilson	<b>Date</b> August 3, 2021
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**ITEM Resolution 2021-29 – Adopting a Remote Participation Policy, when a local disaster emergency is not in effect**

**BACKGROUND**

As we all know, the City proclaimed a local state of emergency on March 13, 2020 due to COVID-19. Because City government functions must continue during a local disaster, pandemic or emergency, the Salida City Council Resolution approved 2020-11, adopting an “Electronic Participation Plan for Use in the Event of a Local Declaration.” Resolution 2020-42 subsequently amended, consolidated and clarified the City’s “Electronic Participation Policy for use in the event of a Local Emergency Declaration.” Since adoption, the City has been operating under this Policy, while numerous Declarations of Extension of Local State of Emergency have been ratified, along with the City of Salida’s “COVID-19 Action Plan.”

As the City Attorney discussed with Council at its July 19<sup>th</sup> Work Session, when the State of Colorado and the City of Salida state of emergency expires, the City’s “Electronic Participation Policy for City Council Meetings and Meetings a of City Boards and Commissions during a Local Disaster Emergency” will end as well. Because this policy will no longer apply once the emergency declaration is no longer in effect, the City must establish new parameters regarding the way meetings are held “post-emergency.” Although the world has changed, the efficiency, effectiveness and fairness of Council’s in-person participation while conducting official business and formal action of the City remains a priority.

Therefore, taking this all into consideration, the attached draft Remote Participation Policy makes it clear that, where possible, the preference and expectation is for City Councilmembers to attend regular and special meetings in person. However, the Policy also gives flexibility for Councilmembers to attend remotely, if necessary. This Policy is similar to what many cities and towns across Colorado are adopting. We also recommend that this Policy apply to City boards and commissions, when those boards and commissions are considering a quasi-judicial matters. It is assumed that boards and commission meetings that do not have quasi-judicial proceeding on its agenda should continue to be held in a manner pursuant to staff and chair discretion and direction.



**CITY COUNCIL ACTION FORM**

<b>Originating Dept.</b> City Attorney	<b>Presented by</b> Geoff Wilson	<b>Date</b> August 3, 2021
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The Resolution makes it clear that the attached Remote Participation Policy will apply when a local disaster emergency is not (or no longer) in effect. And, when a state of emergency has been declared, the Policy “during a local disaster emergency,” adopted by Council via Resolution 2020-42, applies.

**FISCAL NOTE:**

**There will be no notable fiscal cost or impact resulting from adopting this City Remote Participation Policy.**

**STAFF RECOMMENDATION**

**Staff recommends approval of this Resolution and attached Policy.**

**SUGGESTED MOTION**

**“I move to approve Resolution 2021-29, adopting a remote participation policy, when a local disaster emergency is not in effects,” followed by a roll call vote.**

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 29  
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
ADOPTING A REMOTE PARTICIPATION POLICY, WHEN A LOCAL DISASTER  
EMERGENCY IS NOT IN EFFECT**

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

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

**WHEREAS**, pursuant to this authority, the City has been operating under an “Electronic Participation Policy” for meetings during a local disaster emergency, most recently adopted by Council through Resolution 2020-42, due to the COVID-19 pandemic; and

**WHEREAS**, Council anticipates the eventual expiration of the State of Colorado and City of Salida declaration and state of emergency, when said policy will no longer apply; and

**WHEREAS**, Council wishes to establish new parameters regarding the manner in which official City meetings are held post-emergency; and

**WHEREAS**, state law permits remote participation in meetings of local public bodies, but does not prescribe procedures or parameters for such attendance; and

**WHEREAS**, in-person attendance at meetings is the preference and expectation of Council, whenever possible, in recognition of its efficiency and effectiveness when conducting public business, with remote participation an occasional exception and option as needed; and

**WHEREAS**, Council finds that it is in the best interest of the public health, welfare, and safety of the residents of the City of Salida to set forth the limits and requirements of remote attendance and participation in meetings of City Council, and City Boards and Commissions, when a local disaster emergency is not in effect, through the adoption of a Remote Participation Policy, attached herein in as Exhibit A.

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

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

**Section 2.** The City of Salida Remote Participation Policy, attached and incorporated herein as Exhibit A, is hereby approved and adopted, to be used when a local disaster emergency is not in effect.

**Section 3.** A Councilmember’s participation in a regular or special City Council meeting pursuant to the attached policy shall constitute attendance at the meeting for purposes of Salida Municipal Code 2-2-60. A City board or commission member’s participation in a board or commission meeting pursuant to the attached policy shall constitute attendance for purposes of Salida Municipal Code 2-7-50.

**Section 4.** When a local disaster emergency has been declared pursuant to Colorado Revised Statutes §24-33.5-709, the City’s “Electronic Participation Policy for City Council Meetings and Meetings of City Boards and Commissions During a Local Disaster Emergency” adopted by City Council via Resolution 2020-42 shall apply.

**Section 5.** The Salida City Council Handbook, adopted via Resolution 2021-08, is hereby amended by the addition and inclusion of the Remote Participation Policy attached as Exhibit A.

**RESOLVED, APPROVED, AND ADOPTED this 3<sup>rd</sup> day of August, 2021.**

CITY OF SALIDA

By: \_\_\_\_\_  
P.T. Wood, Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk Erin Kelley



### **City of Salida Remote Participation Policy**

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

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

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

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

- A. **“Remote Attendance”** means participation by video or audio means, such as Zoom, GoToMeeting, Webex, Microsoft Teams or similar platform approved by the City, which is clear, uninterrupted and allows two-way communication for the participating Councilmember.
- B. **Circumstances permitting remote participation.** Councilmembers may participate in a meeting by remote attendance when travelling out-of-town, when ill, when a family or personal emergency arises, or when unforeseen circumstances do not allow in-person attendance. Councilmembers who are ill are encouraged and expected to participate by remote attendance.
- C. **Meeting requirements concerning remote participation.** Council may permit remote participation in a meeting, provided that all of the following standards are met:
  - 1. All members of the City Council can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation.
  - 2. Councilmembers and members of the public present at the meeting location can hear or read all discussion, testimony and votes.
  - 3. At least one member of the City Council is present at the meeting location.
  - 4. All votes are conducted by roll call.
- D. **Arranging for remote participation.** To arrange to participate remotely, a Councilmember shall contact the City Clerk in writing, as far in advance of the meeting as possible, and include the circumstance in which the Councilmember is making the request. Upon receipt of such written request, the City shall use its best efforts to provide the technical means necessary to fulfill the request from City Hall; provided, however, that it shall be incumbent upon the Councilmember who desires to participate by remote attendance to provide the technical means necessary to facilitate remote attendance from their location. Such Councilmember are

expected to be situated in a stationary location with adequate internet service with video camera on and presenting in a professional manner similar to in-person Council meeting attendance.

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

F. **A Councilmember participating through remote attendance:**

1. shall be entitled to participate in all Council matters in the same capacity as a Councilmember in physical attendance, including participation quasi-judicial matters and executive sessions;
2. shall be counted for purposes of establishing a quorum;
3. shall have the opportunity to express comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and adopted procedures;
4. shall be heard, considered, and counted as to any vote taken;
5. shall be called during any vote taken and shall have such Councilmember's vote counted and recorded by the City Clerk and placed in that meeting's minutes; and,
6. may leave a meeting and return as in the case of any member upon announcement of such leaving and returning.
7. In the event that City Council holds an executive session, participants shall be authorized to attend remotely. A Councilmember participating in an executive session remotely shall: (a) have a secure telephone or electronic connection, and (b) certify that they are the only person in the room and that no other person has access to the executive session. Any executive session conducted under this Policy shall be recorded electronically as provided for by statute.

G. **Presiding Officer.** The Mayor, Mayor Pro Tem or other designated person who is presiding over the meeting shall have the discretion to mute any Councilmember who is participating through remote attendance when distracting and extraneous noise is occurring through the remote attendance. The officer who is presiding over the meeting may delegate the ability to mute Councilmembers to the meeting host who controls the meeting platform. The presiding officer shall use best efforts to recognize and provide opportunity for Councilmembers who are participating via remote attendance the ability to contribute to the discussion and express comments. The presiding officer during the meeting shall designate the individual who councilmembers should contact during the meeting in the event of technical difficulties or in connection with other matters related to items not appearing on the agenda for the meeting in which the Councilmember is participating remotely.

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

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 42  
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING, CONSOLIDATING AND CLARIFYING THE CITY'S ELECTRONIC PARTICIPATION POLICY FOR USE IN THE EVENT OF A LOCAL EMERGENCY DECLARATION**

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

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

**WHEREAS**, pursuant to Section 24-33.5-709 of the Colorado Revised Statutes, the City has the authority to declare a local disaster or emergency; and

**WHEREAS**, pursuant to Salida Municipal Code ("Code") Section 2-17-10, the City proclaimed a local state of emergency on March 13, 2020; and

**WHEREAS**, the City Council ratified the emergency declaration on March 17, 2020, and has since approved numerous Declarations of Extension of Local State of Emergency which also have implemented the City of Salida's COVID-19 Action Plan; and

**WHEREAS**, also on March 17, 2020, because City government must continue to operate during a local disaster, pandemic or emergency, while taking measures to protect the health and welfare of its employees, officials and citizens, the City Council approved Resolution 2020-11 adopting an Electronic Participation Plan for Use in the Event of a Local Emergency Declaration; and

**WHEREAS**, to further assist participation in City government, while protecting the health and safety of all City residents, employees and businesses, in April 2020 the City Clerk announced and distributed instructions in entitled "How to Participate in Virtual City of Salida Meetings," and in June 2020 the Community Development Director and the City Planning Commission approved and implemented "Procedures for Quasi-Judicial Hearings in Adherence to COVID-19 Precautions;" and

**WHEREAS**, City Council has determined that it is in the best interest of the public health, welfare, and safety of the residents of the City of Salida to amend and update its previously adopted Emergency Electronic Participation Policy, which also combines and clarifies all other City guidance relating to remote or virtual participation in public meetings and hearings.

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

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

**Section 2.** City of Salida Resolution 2020-11 is hereby repealed and replaced by this Resolution 2020-42.

**Section 3.** A Council member's participation in a Council meeting by electronic means pursuant to the following policy shall constitute attendance at the meeting for purposes of Salida Municipal Code section 2-2-60. A City board or commission member's participation in a City board or commission meeting by electronic means pursuant to the following policy shall constitute attendance at the meeting for purposes of Salida Municipal Code section 2-7-50.

**ELECTRONIC PARTICIPATION POLICY  
FOR CITY COUNCIL MEETINGS AND MEETINGS OF CITY BOARDS AND  
COMMISSIONS DURING A LOCAL DISASTER EMERGENCY**

**I. Purpose.**

The purpose of this Policy is to specify the circumstances and means under which the City Council, and City boards and commissions, shall conduct regular and special meetings by telephone, internet, online or other electronic means of participation, such as video-conferencing that is clear, uninterrupted and allows two way communication for the participating members ("Electronic Participation").

**II. Statement of General Policy.**

The City Council, or a City board or commission, may conduct regular or special meeting and allow for Electronic Participation, upon the City's declaration of a local disaster emergency pursuant to Colorado Revised Statutes Section 24-33.5-709.

**A. Emergency Situations.**

Meetings may be held by telephone, internet, online, electronically, or by other means of communication if all of the following conditions are met:

1. A local disaster emergency has been declared pursuant to Section 24-33.5-709, Colorado Revised Statutes; and
2. All members of the City Council, or of the City board or commission, and at least one City staff member can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation; and
3. Members of the public can hear the City Council's, or City board or commission's, proceedings and are afforded opportunities to participate in public comment; and
4. All substantive votes are conducted by roll call.

**III. Effect of Electronic Participation.**

**A. Quasi-Judicial Matters.**

1. In the event that a pending application is scheduled for a public hearing that is quasi-

2. City Councilmembers, Board members and Commissioners, applicants, staff and the public are asked to attend meetings virtually whenever possible utilizing the City's GoToWebinar platform. The GoToWebinar link will be at the top of the agenda. Questions may be submitted in writing up to 12pm the day of the meeting at [publiccomment@cityofsalida.com](mailto:publiccomment@cityofsalida.com). The meeting may also be viewed on the City of Salida Colorado YouTube channel, or Channel 191 on Charter Cable.

3. The in-person and/or electronic attendance and participation of City Councilmembers, Board members, Commissioners, applicant, appellant, staff and the public shall be governed by the City of Salida Action Plan and which listed "Tier" or "Level" of the pandemic the City is in at the time of the hearing.

4. If public in-person participation is permitted by the City of Salida Action Plan for the applicable "Tier" or "Level," there are limited opportunities for the public to attend the meeting in person and give testimony. During those opportunities, the City asks for the public's patience as it implements the following precautions:

- a. Six feet of social distancing required inside and outside the Council Chambers;
- b. Masks must be worn;
- c. Members of the public who wish to provide testimony in-person may wait outside the building by the northwest entrance after completing the public hearing sign-in. Each speaker will be escorted from outside to the lectern individually for their comments. After speaking they must exit the Chambers and the next speaker will be ushered in;
- d. Those requesting to attend in-person must not have any symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue and muscle or body aches. The self-evaluation symptoms will be posted outside the entrance to the Council Chambers;
- e. We request speakers limit their time giving testimony to three minutes each.

5. The order of the quasi-judicial hearing shall be:

- a. Staff report and recommendation followed by questions from the Council, Board or Commission;
- b. Applicant presentation followed by questions from the Council, Board or Commission;
- c. Chair shall invite the public to speak in the following order:
  - (i) In-person speakers, followed by
  - (ii) On-line speakers.
- d. Close the public hearing for discussion amongst the Council, Board or Commission.
- e. Motion is made; seconded and Council, Board or Commission vote.

#### **B. Executive Sessions.**

In the event that the City Council, or City board or commission, holds an executive session pursuant to Section 24-6-402, Colorado Revised Statutes, participants shall be authorized to attend via Electronic Participation. Any executive session conducted under this policy shall be recorded electronically as provided for by statute.

**IV. How to Participate Electronically in Virtual City of Salida Meetings**

**A. How to Comment During the Live Meeting by Web or Phone:**

1. Join the live meeting through the web link or phone number (with access code) provided at the top of all meeting agendas.
2. You will be joined into the meeting and automatically muted.
3. If you would like to provide Public Comment, via smartphone, please type in the question box indicating you would like to speak. After all smartphone requests have been addressed, all participants will be unmuted and we will reach out by last names. (For example, the Mayor or meeting Chair may say: "Now is the time for public comment. All members of the public will be unmuted. Please mute yourself or keep background noise to a minimum. If your last name begins with A through F you may now speak.")
4. Please only join via Go to Meeting or phone meeting if you intend to participate. If you wish to simply view the meeting, see below.

**B. How to Comment in Advance of a Live Meeting:**

1. Visit [www.cityofsalida.com](http://www.cityofsalida.com) or <https://cityofsalida.com/library/meetings/> to review agendas and packets.
2. For City Council and Planning Commission Meetings: You may submit comments any time until noon on the day of the meeting by sending an email to [publiccomment@cityofsalida.com](mailto:publiccomment@cityofsalida.com).

**V. Limited Applicability of Policy.**

This Policy shall only apply to regular and special meetings (including work sessions) of the City Council of the City of Salida, and to regular and special meetings of any official City board or commission, unless otherwise provided by the City Council.


**RESOLVED, APPROVED, AND ADOPTED this 1st day of December, 2020.**



CITY OF SALIDA

By: 

P.T. Wood, Mayor

ATTEST:   
City Clerk/Deputy City Clerk



**CITY COUNCIL ACTION FORM**

<b>Department</b> Administration	<b>Presented by</b> Drew Nelson - City Administrator	<b>Date</b> August 3, 2021
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**ITEM**

**Declaration of Extension of State of Emergency – Covid-19 Action Plan Implementation**

**BACKGROUND**

As we are all quite aware, the worldwide COVID-19 pandemic has created an environment where federal, state and local governments Article XVII, Section 2-17-10 of the Salida Municipal Code states that when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency by proclamation. After conferring with the Chaffee County Public Health, on Friday, March 13<sup>th</sup>, 2020, such an emergency declaration was approved by Mayor Wood to approve the City of Salida COVID-19 Action Plan. The City Council ratified the emergency declaration on March 17<sup>th</sup>, 2020, extending until April 25<sup>th</sup>, 2020. Sixteen extensions have been granted for the Declaration, with the most recent one ending on August 4<sup>th</sup>, 2021. Staff continues to work with Chaffee County Public Health to revise the City of Salida COVID-19 Action Plan to reflect changes to the State of Colorado’s COVID-19 Dial, identifying rates of infection, positivity rate, and hospitalizations as data points for moving up or down on the City’s Tiered response (a copy of the Action Plan is attached hereto for your review). Currently, the City is at Tier I in the Action Plan, with Chaffee County continuing to have a public health order in place.

Section 2-17-30 establishes a term of no more than ten (10) days of for any emergency declaration. It also provides that the City Council may extend any proclamation issued by the Mayor for a period not to exceed forty (40) days by a two-thirds (2/3) vote. As issues related to COVID-19 continue, it is imperative that the City continues to follow the protocols established in the Action Plan.

**FISCAL NOTE**

No direct costs immediately; however, costs may be incurred as this ever-evolving situation goes forward.



**CITY COUNCIL ACTION FORM**

<b>Department</b> Administration	<b>Presented by</b> Drew Nelson - City Administrator	<b>Date</b> August 3, 2021
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**STAFF RECOMMENDATION**

At the last City Council meeting where the Emergency Declaration was discussed, staff was optimistic that we could allow the Declaration to end in August; however, due to stagnating vaccination rates and the highly-contagious Delta variant now being the dominant strain in Colorado, it has become evident that the City should retain its emergency footing as we head towards the fall. Staff recommends approval by the City Council of a Declaration of Extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, as currently established, until September 8<sup>th</sup>, 2021, which is one day after the first regular City Council meeting in September.

**SUGGESTED MOTION**

A City Councilmember should make a motion to approve a Declaration of extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, extending until September 8<sup>th</sup>, 2021, followed by a second and a roll call vote.



**CITY OF SALIDA, COLORADO  
EXTENDING A LOCAL STATE OF EMERGENCY  
REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)**

**FINDINGS AND CONCLUSIONS:**

**WHEREAS**, COVID-19 is a highly contagious virus that has spread to numerous countries throughout the world, including the United States; and

**WHEREAS**, the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and

**WHEREAS**, on March 11, 2020, the World Health Organization (“WHO”) declared the worldwide outbreak of COVID-19 a “global pandemic”, pushing the threat beyond the “global health emergency” it had announced in January; and

**WHEREAS**, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and

**WHEREAS**, on March 13, 2020, the Board of County Commissioners of Chaffee County declared a Local Disaster Emergency as authorized under C.R.S. § 24-33.5-703(3) to assist local governments in responding to and recovering from emergency events, including emergency epidemics and pandemics; and

**WHEREAS**, on March 17, 2020, the Salida City Council unanimously approved an initial Local State of Emergency regarding COVID-19, extending until April 25, 2020; and

**WHEREAS**, on April 21, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 6, 2020; and

**WHEREAS**, on May 5, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 3, 2020; and

**WHEREAS**, on June 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 8, 2020; and

**WHEREAS**, on July 7, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2020; and

**WHEREAS**, on August 4, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 2, 2020; and

**WHEREAS**, on September 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until October 7, 2020; and

**WHEREAS**, on October 6, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until November 4, 2020; and

**WHEREAS**, on November 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until December 2, 2020; and

**WHEREAS**, on December 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until January 6, 2021; and

**WHEREAS**, on January 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until February 3, 2021; and

**WHEREAS**, on February 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until March 3, 2021; and

**WHEREAS**, on March 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until April 7, 2021; and

**WHEREAS**, on April 6, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 5, 2021; and

**WHEREAS**, on May 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 2, 2021; and

**WHEREAS**, on June 1, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 7, 2021; and

**WHEREAS**, on July 6, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2021; and

**WHEREAS**, the Chaffee County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that numerous travelers from around the world visit the County, Chaffee County will see cases of the virus and its transmission within the community; and

**WHEREAS**, Article XVII, Section 2-17-10 of the Salida Municipal Code authorizes the Mayor to declare a State of Emergency via proclamation when it appears that the general health, safety and welfare of the inhabitants of the City are threatened by general public unrest or riot, or by attack upon the State; and

**WHEREAS**, Article XVII, Section 2-17-30 allows for the City Council to extend any proclamation issued by the Mayor under Section 2-17-10 to be extended for a period not to exceed forty (40) days by a two-thirds (2/3) vote; and

**WHEREAS**, the City's current State of Local Emergency proclamation will expire on August 4, 2021; and

**WHEREAS**, the cost and magnitude of responding to and recovering from the impact of the COVID-19 virus on local emergency services providers and medical services is anticipated to be far in excess of the community's available resources; and

**WHEREAS**, in response to the outbreak of COVID-19 in Chaffee County and the Salida community, and in light of the ongoing risk to public health and safety, at this time it is necessary to extend the existing Local State of Emergency.

**NOW THEREFORE, IT IS HEREBY DECLARED BY THE SALIDA CITY COUNCIL:**

Section 1. The confirmed presence of COVID-19 in Chaffee County constitutes a Local State of Emergency, as defined in Article XVII, Section 2-17-10 of the Salida Municipal Code, not to exceed a term of forty (40) days.

Section 2. The effect of this declaration of Local State of Emergency shall continue the City’s COVID-19 Action Plan, revised and effective as of December 1, 2020, attached hereto as Exhibit A, authorizing a tiered approach to proactively respond to changes in the COVID-19 situation as well as reflect the recommendations of our Federal, State, and Local Health Departments.

Section 3. This declaration shall be made effective immediately on August 3, 2021, and shall be in effect until September 8, 2021.

**APPROVED, DECLARED AND ADOPTED** on this 3<sup>rd</sup> day of August, 2021.

CITY OF SALIDA, COLORADO

[ SEAL ]

ATTEST:

\_\_\_\_\_  
P.T. Wood, Mayor  
City of Salida, Colorado

\_\_\_\_\_  
City Clerk




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## CITY OF SALIDA – COVID-19 ACTION PLAN

**Purpose:** To provide a comprehensive and tiered Action Plan to City of Salida officials in response to the ongoing COVID-19 pandemic. This Action Plan is intended to slowly escalate to proactively respond to changes in the situation as well as reflect the recommendations of our State and local Public Health Departments. This Action Plan is effective December 1, 2020, until further notice.

**Authority:** Per Sections 2-17-10 and 2-17-20 of the Salida Municipal Code, when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency proclamation. The proclamation may impose a curfew within the City, may prohibit public or private assemblies, may impose restrictions on movement within the City and may contain other regulations necessary and proper to the maintenance of public peace, order and safety.

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### Tier I – Level Green/Blue

**Heightened Awareness.** The Colorado Department of Public Health and Environment (CDPHE) or Chaffee County Public Health Department (CCPH) have indicated that COVID-19 is in the state and are encouraging citizens to be aware and to focus on sanitization and hygiene. CDPHE and/or CCPH has placed Chaffee County in either Level Green or Level Blue on the State’s COVID-19 Dial, with Incidence Rates of up to 75 cases per 100,000 residents (or more than 15 cases in Chaffee County per two-week period), or when the percentage of positive tests is below 1.5%.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave.
- Identify work spaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
- Wash hands often, also use hand sanitizer often.
- Face coverings are required in indoor public settings.
- Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
- Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding.
- Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected City Staff (gloves, masks, etc.).

- Meetings of the City Council, and of official City Boards and Commissions, will offer the option for remote attendance and participation.

### **Tier II – Level Yellow**

**Statewide Concern.** CDPHE and/or CCPH have indicated multiple cases of COVID-19 within the Chaffee County. CDPHE and/or CCPH has placed Chaffee County in Level Yellow on the State’s COVID-19 Dial. Incidence Rates are between 75 and 175 cases per 100,000 residents (or between 15 and 35 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 1.5% and 3%. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier II which, in addition to Phase I steps, include:

- Teleworking and staggered shifts authorized. Departments should utilize telework options for a limited number of employees to lessen the impact on Tech Services.
- Meetings of the City Council, and of official City Boards and Commissions, will offer the option to attend and participate remotely, and may take place in person following all physical separation requirements. Attendance by members of the public may occur based on room size/capacity and maintaining 6’ of distance between attendees.
- Employees should refrain of physical contact with each other and with members of the public. CDPHE and CCPH recommends a 6’ distance of separation.
- Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
- City Departments should begin to limit internal meetings. Face coverings are required when meeting in person with other employees or while away from one’s office or desk.
- Employees who self-identify as high risk (having compromised immune systems, for example) should work from home.
- The City will take direction from CDPHE and CCPH.

### **Tier III – Level Orange/Red**

**Chaffee County Concern.** Chaffee County Health has indicated multiple rising cases of COVID-19 within Chaffee County, with an Incidence Rate between 175 and 350 per 100,000 residents (or between 35 and 70 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 3% and 5%. CDPHE and/or CCPH has placed Chaffee County in either Level Orange or Level Red of the State’s COVID-19 Dial. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier III which, in addition to Phase II steps, include:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk.
- Meetings of the City Council, and of official City Boards and Commissions, may take place in person following all physical separation requirements, and with the following limited

restrictions: in-person attendance of the public is limited to only applicants or appellants for quasi-judicial hearings. Remote attendance and participation by all parties, including City Councilmembers and staff, is strongly encouraged.

- Recreation programs shut down, including very limited access to, or closure of, the Salida Hot Springs Aquatic Center, the SteamPlant Event Center, and the Rotary Scout Hut. Specific closure dates shall be established by Department Heads and announced via press release.
- Teleworking and staggered shifts authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Departments must take additional steps they have identified to limit exposure between employees and between employees and members of the public.
- Reduced staffing in City buildings authorized. Departments will take steps to ensure City buildings are minimally staffed, and public access is very limited. Employees are encouraged to perform all tasks remotely, if possible. Face coverings must be worn at all times, including while in one's office or at one's desk.
- Heightened level of sanitization of spaces including additional germicide spraying.
- Selected City Staff have PPE on hand and begin utilization, as appropriate.
- Public events (other than official meetings of the City Council, or of official City Boards or Commissions) scheduled to take place in City-owned facilities are suspended until further notice. The Salida community is strongly encouraged to engage in social distancing and to postpone or cancel any gatherings where people will congregate in large numbers and/or in close contact with one another.
- Other steps as directed by CDPHE and CCPH.

#### **Tier IV – Level Red/Purple**

**Full implementation of Response Plan.** Tier IV may occur at such time as CDPHE and/or CCPH places Chaffee County in either Level Red or Level Purple on the State's COVID-19 Dial, with Incidence Rates in excess of 350 cases per 100,000 residents in Chaffee County (or more than 70 cases in Chaffee County per two-week period), or when the percentage of positive tests exceeds 5%, or schools are shut down, or hospitalizations exceed bed capacity at health facilities in Chaffee County, or at such other time as Salida deems it to be in the best interest of the organization and/or community. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier IV which, in addition to Phase III steps, include:

- City Buildings minimally staffed, no public access. Public will be directed to conduct business online, if feasible, or by phone. Non-essential services (City Hall Administration, City Hall Finance, Fire Station Administration, Police Station Administration, and Public Works Administration) are closed to the public. Public is encouraged to use digital and telephone communication, website access, online payments, and other ways of communication to conduct business with the City. Masks required at all times.

- In-Person attendance of meetings of the City Council, and of official City Boards and Commissions, shall be heavily restricted to only staff and select Elected or Appointed Officials who are necessary to be present to effectively run meetings. Any attendance and participation by the public, including applicants and appellants for quasi-judicial hearings, shall be conducted remotely only.
- Departments will fully enact Departmental plans. Teleworking options and staggered shift work maximized. Only essential services ongoing, unless able to be provided through employees working remotely.
- Incident Command may be set up locally or in coordination with County Authorities.
- Selected City Staff mandatory use of PPE.
- Other steps as directed by State and Local Health authorities, including support of their efforts.

Mayor P.T. Wood asks that the community remain vigilant during these challenging times. “Chaffee County Public Health has worked very hard to get our community through a tumultuous period while keeping our business community intact. It is critically important that we increase our efforts to limit the spread of the disease to the greatest extent possible as we head into the upcoming winter months. Remember that Chaffee’s Got Heart:

- **Hang at Home if Sick**
- **Excel at Handwashing**
- **Always Wear a Mask in Public**
- **Respect Social Distancing**
- **Test if You Have Symptoms**



August 3, 2021

Bureau of Land Management  
Royal Gorge Field Office  
3028 E. Main Street  
Canon City, CO 81212

RE: Environmental Assessment Comments – Hard Rock Main Pit – Expansion and Road Realignment

To Whom It May Concern:

On behalf of the City Council of the City of Salida, Colorado, thank you for the opportunity to comment on the Environmental Assessment (EA) for the proposed expansion and road realignment for the Hard Rock Main Pit (DOI-BLM-CO-F020-2018-0042 EA) located on County Road 107 approximately one mile south of the City of Salida. The City Council has reviewed the application and would offer the following comments on Alternatives proposed in the Draft EA:

- The Salida City Council supports both trail users and commercial gravel mining operations on lands managed by the Bureau of Land Management in this application. As a community defined by its recreation opportunities, including the recently-constructed Solstice Trail at the heart of this application, it is critical to maintain public access and amenities on our public lands. At the same time, as a community engaged in a growth cycle, it is equally important to utilize raw materials as close to their point of use as possible.
- As a consumer of aggregate materials for roadways, water and sewer lines, and other backfill applications, the City of Salida desires to retain access to gravel and road base as close to the community as reasonably feasible. The existing Hard Rock operations have provided materials to Salida while balancing the right distance away from residential and commercial activities in heart of our community. Any expansion of mining activities must retain a similar way of operating to minimize truck trips on CR 107, limit interactions between traffic and multi-modal roadway users, and mitigate noise, dust, and other potential impacts.
- As a recreation-based community, it is imperative that mitigation measures exist between industrial activities and recreation users. The Solstice Trail is a wildly popular downhill flow trail, and any impact from expansion of mining activities must be mitigated from trail users. Berms, increased vegetation, and limiting expansion areas where feasible are all acceptable mitigation measures. Relocation or redesign of the Solstice Trail is not an acceptable alternative.
- A buffer between the existing Solstice Trail location and expanded mining operations could mitigate impacts between the two different user groups; however, special attention must be paid to erosion or sloughing impacts. Soil conditions in the area of the gravel operations tend to see increased erosion, and conditions following the Decker Fire of 2019 have only exacerbated high runoff debris flows and erosion during rain events. Larger distances between the trail and mining activities are a preferred mitigation measure for the Salida City Council.



In consideration of these comments, the Salida City Council hereby establishes its support for **Alternative B, the No Bike Trail Disturbance Alternative**, with the following caveats:

- It is recommended that the buffer distance between the Solstice Trail and mining operations be increased to the greatest extent feasible to account for potential erosion and sloughing due to environmental and soil conditions. Any erosion should be immediately remediated by the pit operator.
- It is recommended that an evaluation be performed of CR 107 to ensure truck traffic from the mining operations do not further degrade the roadway. In addition, it is recommended that the roadway be enhanced to accommodate multi-modal users including bicyclists, recreationalists, and pedestrians along with existing truck traffic counts. Truck traffic to and from the mining site should be limited to the greatest extent possible.

Thank you for the opportunity to provide feedback on this important issue. As noted above, the Salida City Council supports both recreational trail users as well as production of aggregate materials in this application. We greatly appreciate your attention to this matter.

Sincerely,

P.T. Wood, Mayor  
City of Salida