



CITY COUNCIL REGULAR MEETING

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

January 04, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsrmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve December 21, 2021 Minutes

4. Hangar Ground Lease (2) for Harriet Alexander Field

5. Facility Space License Agreement – Smiling J, LLC, dba Hilltop Broadband

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

6. 2022 Salida Community Grants Process – Chaffee County Community Foundation

7. **RESOLUTION 2022-01** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY COUNCIL MEETINGS AND OTHER CITY BUSINESS

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

BOCC Report

8. BOCC Report

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

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
December 21, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli

Council Member Harald Kasper

Council Member Dominique Naccarato

Council Member Alisa Pappenfort

Council Member Jane Templeton

Mayor Dan Shore

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve December 7, 2021 Minutes

Approve a Special Event Permit - Salida Library

Approval to Reduce Performance Guarantee Amount for the Cherry Grove Subdivision

Authorize Mayor to Execute IGA's with CDOT for Local Agency Projects

Approve Final Settlement for the 2021 Street Reconstruction Project

Approve Final Settlement for the 2021 Sanitary Sewer CIPP Project

Approve Final Settlement for the Barscreen Replacement Project

CITIZEN COMMENT–Three (3) Minute Time Limit

There was no Public Comment.

LIQUOR LICENSING AUTHORITY

A Hearing to review a new Hotel and Restaurant Liquor License for Sherpa Cafe Salida, dba Sherpa Cafe for the for the City of Salida, 1110 East Highway 50, **PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Hearing no Public Comment, Shore closed the Public Hearing.

Pappenfort asked the applicant, Neema Sherpa, to try and keep cigarette smoke away from the Boys and Girls Club.

Council Member Kasper moved to approve a new Hotel and Restaurant City liquor license for Sherpa Cafe Salida, dba Sherpa Cafe, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2021-19 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY FROM THE CITY OF SALIDA, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY TO THE CITY OF SALIDA, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID CONVEYANCES **PUBLIC HEARING AND FINAL PASSAGE**

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

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

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

THE MOTION PASSED.

Ordinance 2021-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO YEAR TERM COMMENCING JANUARY 1, 2022, AND RUNNING THROUGH DECEMBER 31, 2023, **PUBLIC HEARING AND FINAL PASSAGE**

Mayor Shore opened the Public Hearing. Judge Cheryl Hardy-Moore Hearing spoke about wanting to continue as the Municipal Judge. Hearing no other comment he closed the Public Hearing.

Council Member Critelli moved to approve the Ordinance, Seconded by Council Member Naccarato.

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Boys and Girls Club Funding Request

Council Member Pappenfort moved to approve the Funding Request, Seconded by Council Member Naccarato.

Council Member Pollock moved to increase the funding to \$32,000, Seconded by Council Member Pappenfort.

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

THE AMENDMENT PASSED.

Returning to the original motion.

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

THE MOTION PASSED.

Resolution 2021-43 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING AND APPROVING THE 2022 FEE SCHEDULES

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

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

THE MOTION PASSED.

Resolution 2021-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENT TO THE CHAFFEE HOUSING AUTHORITY PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

Council Member Kasper moved to appoint Council Member Naccarato to the Chaffee Housing Authority, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 7:18 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE January 4, 2022
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ITEM

Hangar Ground Lease Agreements (2) for Harriet Alexander Field

BACKGROUND

Harriet Alexander Field is owned and operated by a partnership between Chaffee County and the City of Salida. The airport is managed by a board made up of representatives of both the City and County, and the board makes operational recommendations to both the Board of County Commissioners and the City Council.

The Airport Advisory Board routinely recommends approval of ground leases to allow private parties to construct and occupy airplane hangars on the property of Harriet Alexander Field. Recently, an agreement for two (2) hangar sites were extended to John Diessler and Barry Cole. The attached ground leases would allow for establishment of the leases and hangars to Mr. Diessler and Mr. Cole with the same term as other hangar owners. The term for both leases is for twenty (20) years, with an option for both to renew at the end of the term.

FISCAL NOTE

The attached ground leases provide for an annual revenue for the airport of \$0.2111 per square foot of area rented (8,100 square feet for Mr. Diessler, 5,390 square feet for Mr. Cole). This would equate to \$1,709.91 for Mr. Diessler and \$1,137.83 for Mr. Cole per year, with adjustments for inflation.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Ground Leases with John Diessler and Barry Cole as recommended by the Airport Advisory Board.

SUGGESTED MOTION

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

Lessee (name): JOHN DRESSLIN	Lessee's mailing address: 5440 LONGRANCH RD. FROM SALIDA, CO 81201
Lessee's email: JDRESSLIN@DRESSUNSTRUCTURE.COM	Lessee's phone: (719) 530-1786
Date of Agreement: 11/30/2021	site designated G2

GROUND LEASE

This lease agreement is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of the above date.

RECITALS

- A. Lessors are the owners of that land comprising approximately 210 acres, more or less, known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport"); and
- B. Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar or other aircraft-related facility as more particularly described below; and
- C. Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

AGREEMENT

In consideration of the terms, conditions and promises as set forth herein, the parties agree and covenant as follows:

1. **Leased Premises.** Lessors hereby lease to Lessee that unsubdivided portion of the Airport property described on the attached Exhibit A (the "Leased Premises"). THE LEASED PREMISES CONSIST OF THE FOOTPRINT OF THE BUILDING ALREADY CONSTRUCTED OR TO BE CONSTRUCTED BY THE LESSEE PLUS A MAINTENANCE/ACCESS EASEMENT OF FIVE FEET AROUND SAID FOOTPRINT.
2. **Vacant Land.** Lessee acknowledges that the Leased Premises are comprised solely of vacant land [and certain improvements] and that Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease.
3. **Use of the Leased Premises.** Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft, and for associated accessory activities. "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code. Lessee shall not operate or allow commercial business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and the execution of a Commercial Operator's Agreement. Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with applicable fire code regulations with respect to any structure on the Leased Premises. Except to the extent contained in the fuel tanks of aircraft and automobiles or expressly permitted by this Ground Lease, Lessee may not store any fuel or gasoline or hazardous or dangerous substances on the Leased Premises. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container. Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and do not create an obstruction or threat to air navigation. New buildings and structures must conform to all adopted FAA regulations, commercial building, fire, mechanical, electrical and plumbing codes as well as the airport architectural

(c) Lessee shall make and/or direct all rent payments to the location and/or to the person or entity designated by the Airport Manager in writing. If no such designation is made, rent shall be paid to: Chaffee County Airport Fund, c/o Chaffee County, Attention Finance Department, P. O. Box 699, Salida Colorado 81201.

(d) Interest shall accrue on any past due rent payment at the rate of 1.5% per month or 18% per annum. Such interest shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessors from exercising any of the other rights and remedies under this Ground Lease.

8. Common Airport Facilities/ CLOSURES. Lessee is granted in common with other lessees, or persons similarly authorized, the non-exclusive use of all common Airport facilities including, but not limited to, the landing field, runways and taxiways (inclusive of any future enlargement or extensions thereof), roadways, aprons, fueling facilities, flood lights, landing lights, beacons, radio aids, and such other airport facilities as may exist and are available for use by the general aviation public. LESSEE ACKNOWLEDGES THAT REPAIRS OR IMPROVEMENTS TO RUNWAYS OR OTHER AIRPORT FACILITIES OR STATE OR FEDERAL MANDATES MAY REQUIRE THE CLOSURE OF THE AIRPORT OR THE TEMPORARY OR PERMANENT RESTRICTION OF ITS USE. SUCH ACTIVITIES SHALL NOT CAUSE ANY REDUCTION IN THE RENT DUE HEREUNDER. LESSEE FURTHER ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO THE LESSORS CONTINUING TO OPERATE THE AIRPORT FACILITIES IN THEIR CURRENT LOCATION AND LESSORS MAY TERMINATE THIS LEASE, WITHOUT RECOURSE TO LESSORS, IF LESSORS, FOR WHATEVER REASON NO LONGER OPERATE THE AIRPORT IN ITS CURRENT LOCATION.

9. Right of Ingress and Egress. Lessee shall at all times have a right of reasonable ingress to and egress from the Leased Premises over and across the Airport to public ways and roads, which right shall extend to Lessee's employees, agents, customers, guests and other invitees. Such right shall also extend to persons or businesses supplying materials or services to Lessee, and shall include access and egress for vehicles, machinery and equipment reasonably required by Lessee and those persons or entities specified in this paragraph. SUCH RIGHT SHALL NOT BE EXERCISED IN A WAY THAT INTERFERES WITH THE USE OF THE AIRPORT BY OTHERS OR THAT IS IN VIOLATION OF ANY DULY ADOPTED AIRPORT RULES OR POLICIES. LESSEE ACKNOWLEDGES SUCH RIGHT MAY NOT INCLUDE VEHICLE ACCESS TO HANGARS, AS DETERMINED BY THE AIRPORT MANAGER

10. Hangar Construction and Improvements.

(a) If there are no improvements on the Leased Premises, Lessee shall be required to install, improvements on the Leased Premises, such improvements to be limited to one aircraft storage hangar and any accessory hard surfaces (ramp/access taxiway), and/or such other structures as specifically authorized in writing in advance by Lessors. The design and materials to be used in the construction repair, other than routine maintenance, or restoration of any hangar, structure or hard surface shall be approved in advance in writing by Lessors. Within thirty days from the beginning of this Ground Lease, Lessee shall submit a detailed description, inclusive of engineered drawings/plans, to Lessors together with a cost estimate for all structures or other improvements Lessee desires to install, repair or rebuild on the Leased Premises. No installation or construction shall occur on the Leased Premises or upon common Airport property until the Airport Manager has specifically approved same in writing and all necessary third-party permits have been issued, including local building permits and such permits or approvals as may be necessary from the Federal Aviation Administration (e.g., FAA Form 7460, Notice of Proposed Construction). All improvements must be completed per the building department permit timeframe and the Airport Manager has approved the construction.

(b) The installation/construction of all structures and hard surfaces shall comply with the then-current Commercial Building Code, Airport Master Plan, the Minimum Standards for Hangar Construction and the Airport Storm Water Management Plan then in effect for the Airport. No structure shall be constructed within five feet of the perimeter boundary of the Leased Premises. Lessee shall maintain the Leased

For the purpose of this section any change of control of Lessee shall be deemed to constitute an assignment.

- (b) If Lessee assigns or sublets under this Ground Lease, Lessee shall continue to remain primarily responsible for its full and timely performance under this lease unless Lessors otherwise specifically consent in writing. If Lessee sells any area, space or structure, the third party shall execute a separate Ground Lease.
- (c) Lessors or either of them may freely and at their convenience assign any or all of its rights, benefits and obligations under this agreement at any time.

14. Compliance with Governmental Regulations.

(a) Lessee shall faithfully and timely abide by and conform to all laws and governmental orders, rules and regulations, including future amendments thereto, controlling or in any manner affecting the use, operations or maintenance of the Airport or the Leased Premises, particularly FAA orders and regulations, and inclusive of local ordinances and airport regulations adopted by Lessors and/or Chaffee County, or any airport commission authorized to oversee operations at the Airport. LESSEE HEREBY ACKNOWLEDGES THE AUTHORITY OF THE AIRPORT MANAGER TO ENFORCE SUCH RULES IN ADDITION TO OTHER DULY APPOINTED PERSONNEL.

(b) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises and/or improvements to the Leased Premises, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises and improvements on the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15. Insurance.

(a) Lessee shall at its sole cost and expense procure and maintain in force a policy of general liability insurance insuring the Leased Premises and Lessee against loss or injury to any person or property arising from Lessee's use and/or occupancy of the Leased Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$387,000.00 per person and \$1,093,000.00 per occurrence. The City of Salida and Chaffee County, at Lessee's sole expense, shall be named co-insureds or additional insureds on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Lessee's occupancy and/or use of the Leased Premises. Lessee shall promptly increase its coverage, if necessary, due to changes in the above-described statute or other law and Lessors' failure to inform Lessee of any increased coverage requirements shall not affect Lessee's obligation.

reduce the structural integrity of Lessee's hangar or such other building as Lessee may have constructed on the Leased Premises. Lessors additionally reserve the right to further develop and otherwise change or improve the Airport, inclusive of all landing areas, taxiways, or access ways, as it deems necessary, and to take such other actions with respect to the Airport as Lessors see fit without hindrance or interference from Lessee, provided all of such developments or improvements are required by law, federal regulation, and/or are approved by the FAA. Lessors further reserve the right to from time to time temporarily or permanently close the Airport, or parts thereof, for any reason, including without limitation maintenance, construction or public safety purposes, immediately prior to which Lessors will make reasonable efforts to notify Lessee in advance thereof.

21. **Subordination.** This Ground Lease shall be subordinate to the provisions of any existing or future agreement between Lessors and the United States and/or the State of Colorado for the funding, operation or maintenance of the Airport.

22. **Inspection.** Lessors or their duly authorized representative shall have the right to inspect the Leased Premises and any improvements at all reasonable times upon reasonable prior notification to Lessee. Lessors shall also be entitled to enter the Leased Premises and any improvements, without prior notice, to make emergency repairs or to take emergency action necessary to protect or preserve human life or the property of the Airport.

23. **Notices.** In every case where notice is required or permitted in this lease, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other address as shall be given in writing by one party to the other according to the provisions hereof.

If to Lessors: Chaffee County Commissioners
P.O. Box 699
Salida, CO 81201

With copy to:

Chaffee County Attorney
P.O. Box 699
Salida, CO 81201

If to Lessee, to the person and address listed at the beginning of this Ground Lease.

Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, such notice shall be deemed given on the fifth day after it is sent.

24. **Liens.** Notwithstanding paragraph 18, above, Lessee shall not allow liens of any kind or duration to be asserted or maintained on the Leased Premises.

25. **Attorney Fees.** If either party brings an action to enforce the terms of this Ground Lease or declare rights under this Ground Lease, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party.

26. **Binding Effect.** This Ground Lease shall bind and benefit the parties hereto and their representatives, successors, and permitted assigns.

27. **Venue and Severability.** This Ground Lease shall be construed under the laws of the State of Colorado. Venue for any legal action between the parties brought to interpret or enforce the provisions of this agreement shall be the Colorado District Court in and for Chaffee County. Any covenant, condition, or provision herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from the lease, but such deletion shall in no way affect any other covenant, condition, or provision

LESSORS

CHAFFEE COUNTY COLORADO/BOARD OF COUNTY COMMISSIONERS



Greg Felt, Chairman

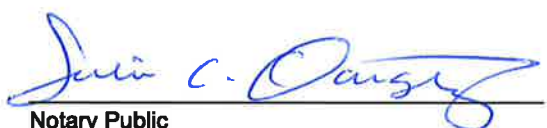
STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

2021 The foregoing instrument was acknowledged before me by Greg Felt, this 7th day of Dec.

Witness my hand and official seal.

My commission expires

JULIE C. O'CONNEL
Notary Public
State of Colorado
Notary ID # 20074034788
My Commission Expires 09-13-2023



Notary Public

CITY OF SALIDA, COLORADO

By: _____
Mayor

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

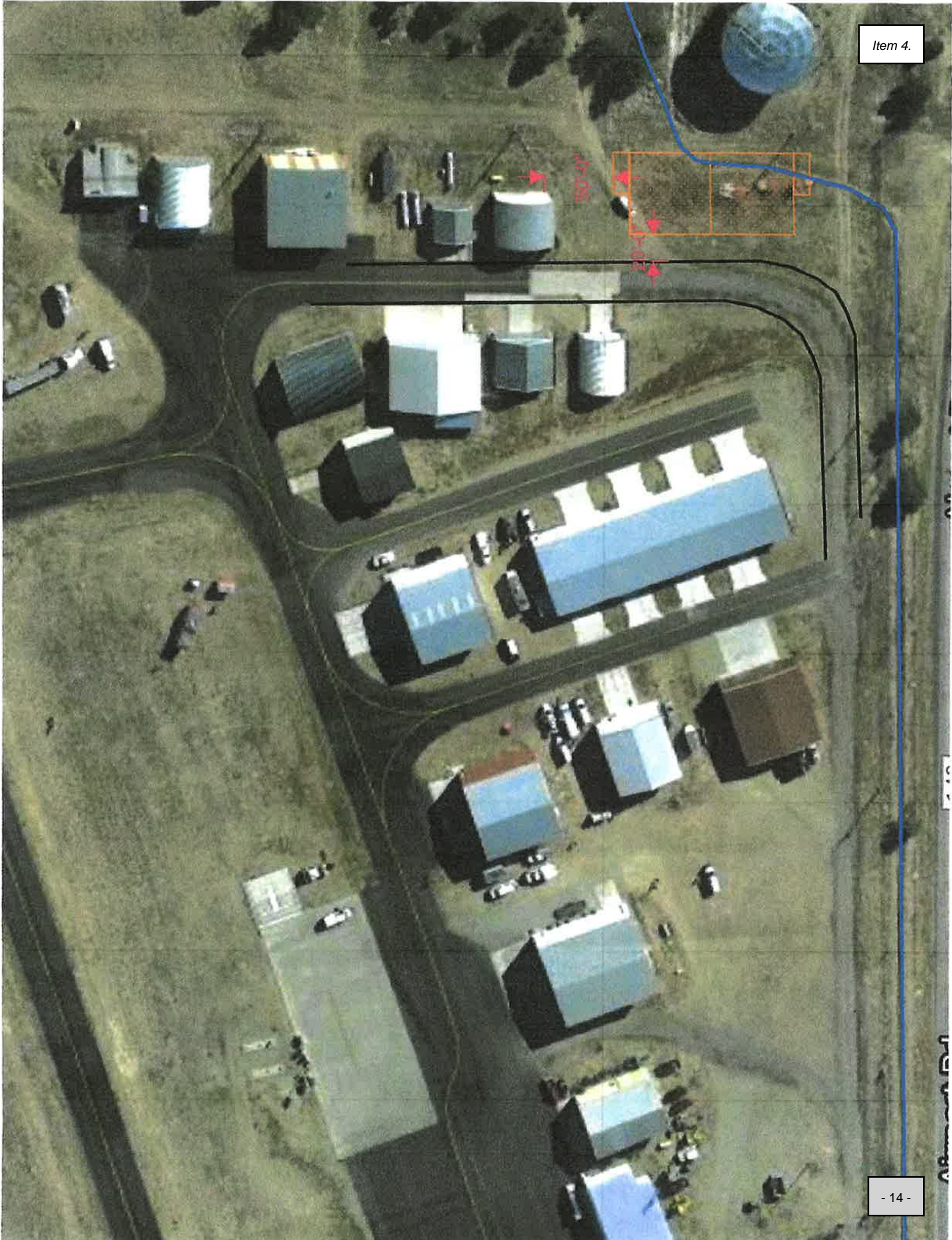
The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

Notary Public

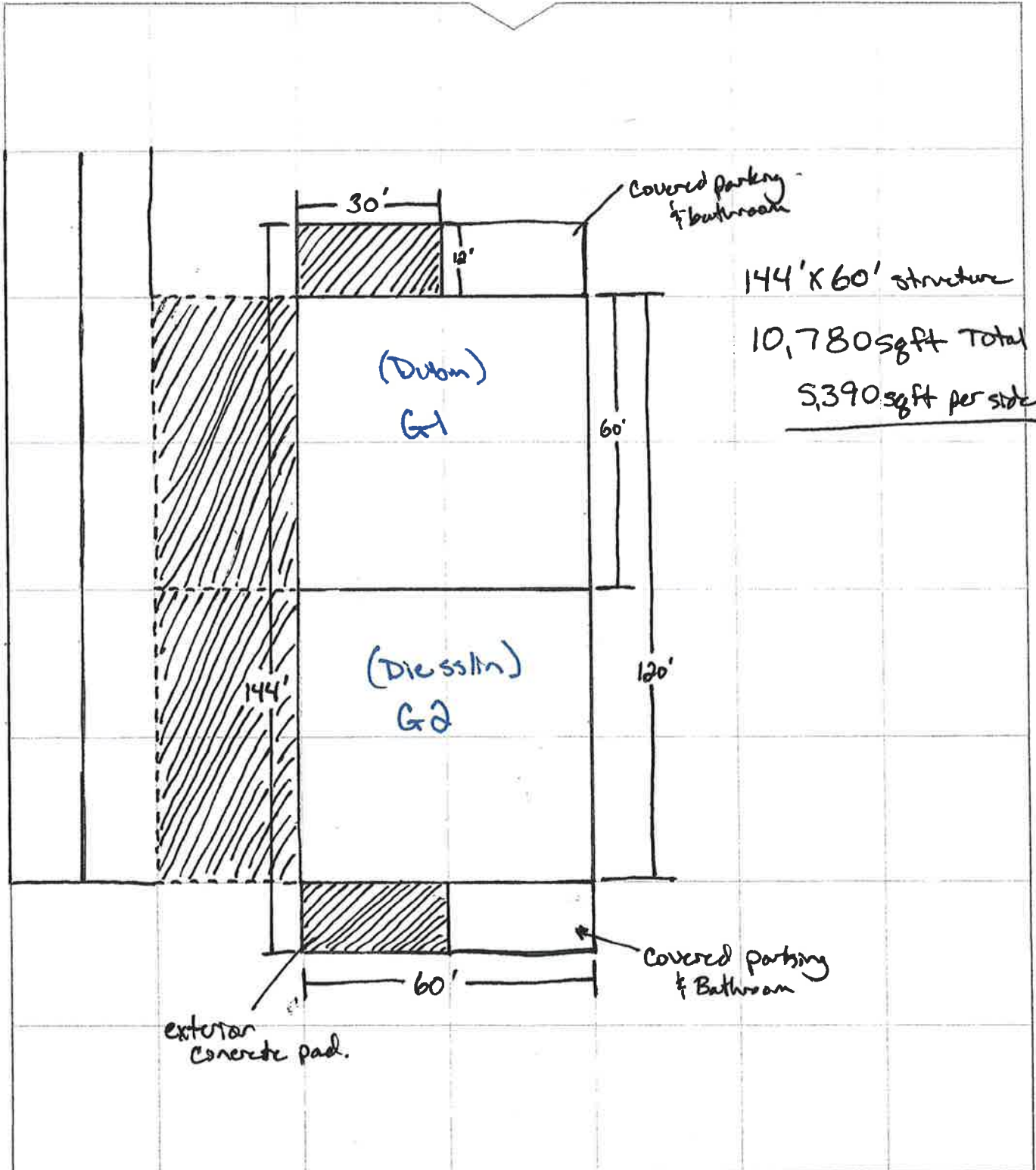
Item 4.



Title _____

Calc _____ Date _____ Project No. _____

Chkd _____ Date _____ Sht _____ Of _____



Lessee (name): <i>Barry Cole</i>	Lessee's mailing address: <i>305 East 11th St. Salida, CO 81201</i>
Lessee's email: <i>BE0LE9@outlook.com</i>	Lessee's phone:
Date of Agreement: <i>10/25/21</i>	<i>719-285-3588</i>

GROUND LEASE

This lease agreement is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of the above date.

RECITALS

- A. Lessors are the owners of that land comprising approximately 210 acres, more or less, known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport"); and
- B. Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar or other aircraft-related facility as more particularly described below; and
- C. Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

AGREEMENT

In consideration of the terms, conditions and promises as set forth herein, the parties agree and covenant as follows:

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2. **Vacant Land.** Lessee acknowledges that the Leased Premises are comprised solely of vacant land [and certain improvements] and that Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease.
3. **Use of the Leased Premises.** Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft, and for associated accessory activities. "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code. Lessee shall not operate or allow commercial business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and the execution of a Commercial Operator's Agreement. Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with applicable fire code regulations with respect to any structure on the Leased Premises. Except to the extent contained in the fuel tanks of aircraft and automobiles or expressly permitted by this Ground Lease, Lessee may not store any fuel or gasoline or hazardous or dangerous substances on the Leased Premises. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container. Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and do not create an obstruction or threat to air navigation. New buildings and structures must conform to all adopted FAA regulations, commercial building, fire, mechanical, electrical and plumbing codes as well as the airport architectural

standards. Violations not corrected within 90 days will constitute a violation resulting in cancellation of the lease.

4. Maintenance of Leased Premises. Lessee shall at all times maintain the Leased Premises and all improvements to the Leased Premises in good condition and state of repair and shall not allow fire hazards, ice and snow, weeds, trash, debris or other unsightly objects to accumulate or be stored on or around the Leased Premises or otherwise interfere with the Airport facilities. No outside storage is allowed,

5. Signs. Lessee shall not place any signs, logos or emblems on the Leased Premises or on any improvements to the Leased Premises, except for a sign not larger than four square feet in size that identifies Lessee as the occupant of the Leased Premises. All signs shall be installed in compliance with the building and/or sign regulations of Chaffee County and/or other governing jurisdiction.

6. Term and Option to Renew.

(a) Subject to earlier termination as provided for in this Ground Lease, the initial term of this lease shall begin on the date of this Ground Lease, as set forth above, and terminate twenty years later, unless earlier terminated as provided for in this Ground Lease.

(b) Provided Lessee is not in violation or breach of any terms or conditions of this Ground Lease and provided the lease complies with the then current airport master plan, Lessee may renew and extend this Ground Lease for up to an additional twenty years (the "Option Term") upon written notice to Lessor submitted at least 120 days prior to the expiration of the initial and term. The Option Term shall be subject to the same terms and conditions as set forth in this Ground Lease, except that the rent for the first year of the Option Term shall be adjusted to the prevailing rates, based upon the most recently executed ground lease, adjusted for the then current CPI-U (defined below). The rent for subsequent years of the Option Term shall be adjusted as provided below. In the event Lessee remains in possession of the Leased Premises for any period after the expiration of the 20-year initial lease term, without a written agreement between the parties for an Option Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate to be determined as provided below, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

7. Rent.

(a) Lessee shall pay to Lessors total annual rent of ~~\$17,099.46~~ for a total of ~~8100~~ sq. ft. As of May 1, 2012, the lease rate was \$0.17 per square foot, which is adjusted annually as of May 1. Beginning April 30, 2013 and every year thereafter for the lease term, the rate adjusts in accordance with subparagraph (b), below. The CPI adjusted rate effective May 1, 2021 will be \$0.2111 per square foot. Lessee shall pay the rent annually, in advance, without notice or demand, with the first payment due on the first day of the lease term, except that for the first year of this Ground Lease, rent shall be pro-rated, if necessary, from the beginning date of this Ground Lease through the following April 30, 20 . For subsequent years, rent shall be due on May 1.

(b) Rent shall be adjusted annually in accordance with any increase in the United States Bureau of Labor Statistics Consumer Price Index for all items and urban consumers (the CPI-U) for the Denver-Boulder area, . The adjustment shall reflect any increase in the CPI-U for annual period beginning from the time rent was last set or adjusted. Should the United States Bureau of Labor Statistics cease publication of the CPI-U for the Denver-Boulder area, then future rent adjustments shall be based upon and correspond to the rate of "local growth" for the annual period as defined in Article X, § 20(2)(g) of the Colorado Constitution and determined by the Chaffee County Assessor pursuant to C.R.S. § 39-5-121(2)(b). In no event shall the rental rate be reduced absent the prior written consent of Lessors, regardless as to any decrease in the CPI-U or local growth rate from the time rent was last set or adjusted. Lessors shall use their best efforts to advise Lessee of the adjusted rent amount at least one month prior to the rent payment due date, but failure of Lessors to so notify Lessee shall not relieve Lessee of its obligation to pay the increased rent.

Lessee (name):	Lessee's mailing address:
Lessee's email:	Lessee's phone:
Date of Agreement:	

GROUND LEASE

This lease agreement is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of the above date.

RECITALS

- A.** Lessors are the owners of that land comprising approximately 210 acres, more or less, known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport"); and
- B.** Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar or other aircraft-related facility as more particularly described below; and
- C.** Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

AGREEMENT

In consideration of the terms, conditions and promises as set forth herein, the parties agree and covenant as follows:

- 1. Leased Premises.** Lessors hereby lease to Lessee that unsubdivided portion of the Airport property described on the attached Exhibit A (the "Leased Premises"). THE LEASED PREMISES CONSIST OF THE FOOTPRINT OF THE BUILDING ALREADY CONSTRUCTED OR TO BE CONSTRUCTED BY THE LESSEE PLUS A MAINTENANCE/ACCESS EASEMENT OF FIVE FEET AROUND SAID FOOTPRINT.
- 2. Vacant Land.** Lessee acknowledges that the Leased Premises are comprised solely of vacant land [and certain improvements] and that Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease.
- 3. Use of the Leased Premises.** Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft, and for associated accessory activities. "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code. Lessee shall not operate or allow commercial business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and the execution of a Commercial Operator's Agreement. Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with applicable fire code regulations with respect to any structure on the Leased Premises. Except to the extent contained in the fuel tanks of aircraft and automobiles or expressly permitted by this Ground Lease, Lessee may not store any fuel or gasoline or hazardous or dangerous substances on the Leased Premises. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container. Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and do not create an obstruction or threat to air navigation. New buildings and structures must conform to all adopted FAA regulations, commercial building, fire, mechanical, electrical and plumbing codes as well as the airport architectural

standards. Violations not corrected within 90 days will constitute a violation resulting in cancellation of the lease.

4. Maintenance of Leased Premises. Lessee shall at all times maintain the Leased Premises and all improvements to the Leased Premises in good condition and state of repair and shall not allow fire hazards, ice and snow, weeds, trash, debris or other unsightly objects to accumulate or be stored on or around the Leased Premises or otherwise interfere with the Airport facilities. No outside storage is allowed,

5. Signs. Lessee shall not place any signs, logos or emblems on the Leased Premises or on any improvements to the Leased Premises, except for a sign not larger than four square feet in size that identifies Lessee as the occupant of the Leased Premises. All signs shall be installed in compliance with the building and/or sign regulations of Chaffee County and/or other governing jurisdiction.

6. Term and Option to Renew.

(a) Subject to earlier termination as provided for in this Ground Lease, the initial term of this lease shall begin on the date of this Ground Lease, as set forth above, and terminate twenty years later, unless earlier terminated as provided for in this Ground Lease.

(b) Provided Lessee is not in violation or breach of any terms or conditions of this Ground Lease and provided the lease complies with the then current airport master plan, Lessee may renew and extend this Ground Lease for up to an additional twenty years (the "Option Term") upon written notice to Lessor submitted at least 120 days prior to the expiration of the initial and term. The Option Term shall be subject to the same terms and conditions as set forth in this Ground Lease, except that the rent for the first year of the Option Term shall be adjusted to the prevailing rates, based upon the most recently executed ground lease, adjusted for the then current CPI-U (defined below). The rent for subsequent years of the Option Term shall be adjusted as provided below. In the event Lessee remains in possession of the Leased Premises for any period after the expiration of the 20-year initial lease term, without a written agreement between the parties for an Option Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate to be determined as provided below, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

7. Rent.

(a) Lessee shall pay to Lessors total annual rent of \$ for a total of sq. ft. As of May 1, 2012, the lease rate was \$0.17 per square foot, which is adjusted annually as of May 1. Beginning April 30, 2013 and every year thereafter for the lease term, the rate adjusts in accordance with subparagraph (b), below. The CPI adjusted rate effective May 1, 2021 will be \$0.2111 per square foot. Lessee shall pay the rent annually, in advance, without notice or demand, with the first payment due on the first day of the lease term, except that for the first year of this Ground Lease, rent shall be pro-rated, if necessary, from the beginning date of this Ground Lease through the following April 30, 20 . For subsequent years, rent shall be due on May 1.

(b) Rent shall be adjusted annually in accordance with any increase in the United States Bureau of Labor Statistics Consumer Price Index for all items and urban consumers (the CPI-U) for the Denver-Boulder area, . The adjustment shall reflect any increase in the CPI-U for annual period beginning from the time rent was last set or adjusted. Should the United States Bureau of Labor Statistics cease publication of the CPI-U for the Denver-Boulder area, then future rent adjustments shall be based upon and correspond to the rate of "local growth" for the annual period as defined in Article X, § 20(2)(g) of the Colorado Constitution and determined by the Chaffee County Assessor pursuant to C.R.S. § 39-5-121(2)(b). In no event shall the rental rate be reduced absent the prior written consent of Lessors, regardless as to any decrease in the CPI-U or local growth rate from the time rent was last set or adjusted. Lessors shall use their best efforts to advise Lessee of the adjusted rent amount at least one month prior to the rent payment due date, but failure of Lessors to so notify Lessee shall not relieve Lessee of its obligation to pay the increased rent.

(c) Lessee shall make and/or direct all rent payments to the location and/or to the person or entity designated by the Airport Manager in writing. If no such designation is made, rent shall be paid to: Chaffee County Airport Fund, c/o Chaffee County, Attention Finance Department, P. O. Box 699, Salida Colorado 81201.

(d) Interest shall accrue on any past due rent payment at the rate of 1.5% per month or 18% per annum. Such interest shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessors from exercising any of the other rights and remedies under this Ground Lease.

8. Common Airport Facilities/ CLOSURES. Lessee is granted in common with other lessees, or persons similarly authorized, the non-exclusive use of all common Airport facilities including, but not limited to, the landing field, runways and taxiways (inclusive of any future enlargement or extensions thereof), roadways, aprons, fueling facilities, flood lights, landing lights, beacons, radio aids, and such other airport facilities as may exist and are available for use by the general aviation public. LESSEE ACKNOWLEDGES THAT REPAIRS OR IMPROVEMENTS TO RUNWAYS OR OTHER AIRPORT FACILITIES OR STATE OR FEDERAL MANDATES MAY REQUIRE THE CLOSURE OF THE AIRPORT OR THE TEMPORARY OR PERMANENT RESTRICTION OF ITS USE. SUCH ACTIVITIES SHALL NOT CAUSE ANY REDUCTION IN THE RENT DUE HEREUNDER. LESSEE FURTHER ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO THE LESSORS CONTINUING TO OPERATE THE AIRPORT FACILITIES IN THEIR CURRENT LOCATION AND LESSORS MAY TERMINATE THIS LEASE, WITHOUT RECOURSE TO LESSORS, IF LESSORS, FOR WHATEVER REASON NO LONGER OPERATE THE AIRPORT IN ITS CURRENT LOCATION.

9. Right of Ingress and Egress. Lessee shall at all times have a right of reasonable ingress to and egress from the Leased Premises over and across the Airport to public ways and roads, which right shall extend to Lessee's employees, agents, customers, guests and other invitees. Such right shall also extend to persons or businesses supplying materials or services to Lessee, and shall include access and egress for vehicles, machinery and equipment reasonably required by Lessee and those persons or entities specified in this paragraph. SUCH RIGHT SHALL NOT BE EXERCISED IN A WAY THAT INTERFERES WITH THE USE OF THE AIRPORT BY OTHERS OR THAT IS IN VIOLATION OF ANY DULY ADOPTED AIRPORT RULES OR POLICIES. LESSEE ACKNOWLEDGES SUCH RIGHT MAY NOT INCLUDE VEHICLE ACCESS TO HANGARS, AS DETERMINED BY THE AIRPORT MANAGER

10. Hangar Construction and Improvements.

(a) If there are no improvements on the Leased Premises, Lessee shall be required to install, improvements on the Leased Premises, such improvements to be limited to one aircraft storage hangar and any accessory hard surfaces (ramp/access taxiway), and/or such other structures as specifically authorized in writing in advance by Lessors. The design and materials to be used in the construction repair, other than routine maintenance, or restoration of any hangar, structure or hard surface shall be approved in advance in writing by Lessors. Within thirty days from the beginning of this Ground Lease, Lessee shall submit a detailed description, inclusive of engineered drawings/plans, to Lessors together with a cost estimate for all structures or other improvements Lessee desires to install, repair or rebuild on the Leased Premises. No installation or construction shall occur on the Leased Premises or upon common Airport property until the Airport Manager has specifically approved same in writing and all necessary third-party permits have been issued, including local building permits and such permits or approvals as may be necessary from the Federal Aviation Administration (e.g., FAA Form 7460, Notice of Proposed Construction). All improvements must be completed per the building department permit timeframe and the Airport Manager has approved the construction.

(b) The installation/construction of all structures and hard surfaces shall comply with the then-current Commercial Building Code, Airport Master Plan, the Minimum Standards for Hangar Construction and the Airport Storm Water Management Plan then in effect for the Airport. No structure shall be constructed within five feet of the perimeter boundary of the Leased Premises. Lessee shall maintain the Leased

Premises in a safe and orderly condition during any and all construction/installation activities, and shall not allow construction materials, activities or debris to invade or impinge upon common Airport facilities (e.g., ramps, taxiways or roadways) or other leased premises. The Airport Manager may, upon request by Lessee and/or in order to minimize the disruption of normal Airport operations, allow or direct the temporary use by Lessee of non-leased Airport property for construction staging and/or material storage during any period of construction/installation. Lessee's installation or extension of any utility lines or services (i.e., water, sewer, electricity or gas) as part of any construction or improvement must be approved in advance and in writing by Lessors.

(c) Lessee shall affirmatively notify all persons or entities undertaking any work on the Leased Premises, including persons engaged in planning, design, construction or repair, and/or persons supplying any labor, materials or equipment pursuant to such work, that as publicly-owned property, the Leased Premises are not subject to lien for a failure to pay for such work, labor or materials, and Lessee shall, in accordance with C.R.S. § 38-22-105(2), post and keep posted a written notice to the same effect in some conspicuous place upon the Leased Premises during any and all such work.

(d) Except as otherwise provided for in this Ground Lease, all hangars, buildings, fixtures, structures or other improvements bought, installed, erected, constructed or placed on the Leased Premises by Lessee shall be deemed to be personal property for purposes of this lease and shall remain the property of Lessee; and Lessee shall, unless otherwise authorized in writing in advance by Lessors, remove such property upon the expiration or termination of the lease, subject to Lessee's obligation to repair all damage, if any, resulting to the Leased Premises or Lessors' property by such removal. Lessee shall be allowed up to sixty days after the expiration or termination of the lease to remove any and all such property, during which time Lessee shall be obliged to continue to pay rent on a prorated basis until such removal is completed. In the discretion of the Lessors, any and all property, inclusive of hangars, buildings and fixtures, not removed by Lessee within the time allotted for same may become part of the Leased Premises and title to such property shall automatically vest in Lessors, individually or jointly, to the extent that Lessors individually or jointly own the land underlying such property. If Lessee abandons any improvement or property on the Leased Premises or fails to remove such improvement or property as required, above, Lessors may, in its sole discretion, take title to or remove same, at any time Lessors may determine, at Lessee's cost.

(e) Any aircraft hangar constructed by Lessee may be used for the temporary storage of motor vehicles while Lessee's aircraft is in use. Lessee may also allow other aircraft owners to temporarily occupy Lessee's hangar while performing maintenance or repairs on their personal aircraft. Collection of rental or sublease fees shall constitute a commercial operation and require a commercial operators agreement.

11. Utilities. Lessee shall timely and fully pay for all utility services installed and used on the Leased Premises. In no event shall a septic system be installed or used on the Leased Premises absent Lessors' written consent and the issuance of all necessary permits. Lessors may require Lessee, at Lessee's cost, to connect any water-using facility on the Leased Premises to a sanitary sewer system if a sanitary sewer main line becomes available within 400 feet of the Leased Premises and to remove any leach fields

12. Taxes and Assessments. Lessee shall timely pay all real and personal property taxes and assessments, including without limitation possessory interest assessments, levied or imposed against the Leased Premises as the result of Lessee's occupancy and/or use of same, and upon any improvements installed and owned by Lessee thereon.

13. Subletting, Assignment and Sales.

(a) Lessee may not assign any of the rights, benefits or obligations, in whole or in part, inhering to it under this Ground Lease, nor may Lessee sell or sublet any area, space or structure to any third party, whether by merge, operation of law or otherwise, absent the prior written consent of Lessors, which consent may be granted or withheld solely within the reasonable discretion of Lessors. Any sublease shall constitute a commercial operation and require a commercial operators agreement.

For the purpose of this section any change of control of Lessee shall be deemed to constitute an assignment.

- (b) If Lessee assigns or sublets under this Ground Lease, Lessee shall continue to remain primarily responsible for its full and timely performance under this lease unless Lessors otherwise specifically consent in writing. If Lessee sells any area, space or structure, the third party shall execute a separate Ground Lease.
- (c) Lessors or either of them may freely and at their convenience assign any or all of its rights, benefits and obligations under this agreement at any time.

14. Compliance with Governmental Regulations.

(a) Lessee shall faithfully and timely abide by and conform to all laws and governmental orders, rules and regulations, including future amendments thereto, controlling or in any manner affecting the use, operations or maintenance of the Airport or the Leased Premises, particularly FAA orders and regulations, and inclusive of local ordinances and airport regulations adopted by Lessors and/or Chaffee County, or any airport commission authorized to oversee operations at the Airport. LESSEE HEREBY ACKNOWLEDGES THE AUTHORITY OF THE AIRPORT MANAGER TO ENFORCE SUCH RULES IN ADDITION TO OTHER DULY APPOINTED PERSONNEL.

(b) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises and/or improvements to the Leased Premises, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises and improvements on the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15. Insurance.

(a) Lessee shall at its sole cost and expense procure and maintain in force a policy of general liability insurance insuring the Leased Premises and Lessee against loss or injury to any person or property arising from Lessee's use and/or occupancy of the Leased Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$387,000.00 per person and \$1,093,000.00 per occurrence. The City of Salida and Chaffee County, at Lessee's sole expense, shall be named co-insureds or additional insureds on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Lessee's occupancy and/or use of the Leased Premises. Lessee shall promptly increase its coverage, if necessary, due to changes in the above-described statute or other law and Lessors' failure to inform Lessee of any increased coverage requirements shall not affect Lessee's obligation.

(b) Lessee shall annually furnish the Airport Manager with copies or company-issued certificates of insurance policies obtained by Lessee in compliance with this paragraph 15. The certificates and coverages required by this paragraph 15 shall contain a provision requiring that the companies issuing such policies automatically and directly notify Lessors in writing and at least 30 days in advance of any amendment or cancellation of such policy or policies.

16. Release and Indemnification. Lessee forever releases, waives and discharges Lessors and all persons acting on Lessors' behalf from all claims, suits and causes of action relating to any injury or loss Lessee may sustain in any way connected with the Leased Property, including personal injuries, death or property damage, or injury or loss in connection with Lessee's presence on the Leased Premises, common Airport facilities or other Airport facilities or property, Lessee shall indemnify and hold harmless Lessors and all persons acting on Lessors' behalf against all claims and losses (including interest and attorneys' fees and expenses) resulting from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises; Lessee agrees that if the Lessors, without any fault on their part, shall be made a party to any litigation commenced by or against the Lessee arising from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises, then Lessee shall pay and/or advance all costs in connection with such litigation, including reasonable attorney fees and litigation costs paid by either Lessor.

17. Damage to Improvements. If any improvements owned by Lessee on the Leased Premises are damaged or destroyed, in whole or in part, Lessee shall, within sixty days of the damage or destruction, perform one of the following:

- repair, restore or rebuild same to their condition and operational status as existed prior to such damage or destruction; OR
- furnish a performance and payment bond, in an amount at least equal to the cost of removing all damaged or destroyed improvements and any other debris and restoring the Leased Premises to the conditions existing at the time Lessee first entered onto the Leased Premises, as security for the faithful performance and payment of Lessee's obligations under this Ground Lease.

Rent shall not be reduced or abated during any period in which improvements, or parts of same, are not available for use by Lessee.

18. Right to Mortgage. Lessee may mortgage or otherwise encumber all or any portion of its owned improvements and its leasehold interests under this Ground Lease. Lessors, upon request, may subordinate their interests herein to any lending or financing agency for the term of the lease, provided such subordination cannot and shall not have the effect of permitting a mortgagee or trustee to own or claim an ownership interest in the Leased Premises, and that such mortgagee or trustee is approved in writing in advance by Lessors, which approval shall not be unreasonably withheld. IF, DUE TO FORECLOSURE OR OTHER DEFAULT UNDER THE TERMS OF SUCH MORTGAGE, ANY MORTGAGEE BECOMES THE OWNER OF THE IMPROVEMENTS CONSTRUCTED HEREUNDER, SUCH MORTGAGEE SHALL BE SUBJECT TO THE TERMS AND OBLIGATIONS OF THE LESSEE HEREUNDER.

19. Lessee's Default. If Lessee violates any of the terms or conditions of this Ground Lease, and continues in such violation(s) for a period of 30 days after written notice thereof by certified mail from the Airport Manager to Lessee, then Lessors shall have the election to declare this lease forfeited, and Lessee shall immediately surrender possession of the Leased Premises and any improvements owned and not removed by Lessee to Lessors. The Lessors' written notice shall specify the provision of the lease violated, the information available to Lessors upon which they rely in concluding that a violation exists, and the action required of Lessee to cure the violation.

20. Lessors' Reserved Rights. Lessors, on behalf of themselves and the Federal Aviation Administration, reserve the right and privilege during the term of this agreement to place on the Airport, inclusive of the Leased Premises, whatever instruments and/or equipment they or the FAA may determine are necessary or convenient to the safe and efficient operation of the Airport, so long as said instruments or equipment do not substantially interfere with Lessee's use of the Leased Premises or

reduce the structural integrity of Lessee's hangar or such other building as Lessee may have constructed on the Leased Premises. Lessors additionally reserve the right to further develop and otherwise change or improve the Airport, inclusive of all landing areas, taxiways, or access ways, as it deems necessary, and to take such other actions with respect to the Airport as Lessors see fit without hindrance or interference from Lessee, provided all of such developments or improvements are required by law, federal regulation, and/or are approved by the FAA. Lessors further reserve the right to from time to time temporarily or permanently close the Airport, or parts thereof, for any reason, including without limitation maintenance, construction or public safety purposes, immediately prior to which Lessors will make reasonable efforts to notify Lessee in advance thereof.

21. Subordination. This Ground Lease shall be subordinate to the provisions of any existing or future agreement between Lessors and the United States and/or the State of Colorado for the funding, operation or maintenance of the Airport.

22. Inspection. Lessors or their duly authorized representative shall have the right to inspect the Leased Premises and any improvements at all reasonable times upon reasonable prior notification to Lessee. Lessors shall also be entitled to enter the Leased Premises and any improvements, without prior notice, to make emergency repairs or to take emergency action necessary to protect or preserve human life or the property of the Airport.

23. Notices. In every case where notice is required or permitted in this lease, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other address as shall be given in writing by one party to the other according to the provisions hereof.

If to Lessors: Chaffee County Commissioners
P.O. Box 699
Salida, CO 81201

With copy to:

Chaffee County Attorney
P.O. Box 699
Salida, CO 81201

If to Lessee, to the person and address listed at the beginning of this Ground Lease.

Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, such notice shall be deemed given on the fifth day after it is sent.

24. Liens. Notwithstanding paragraph 18, above, Lessee shall not allow liens of any kind or duration to be asserted or maintained on the Leased Premises.

25. Attorney Fees. If either party brings an action to enforce the terms of this Ground Lease or declare rights under this Ground Lease, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party.

26. Binding Effect. This Ground Lease shall bind and benefit the parties hereto and their representatives, successors, and permitted assigns.

27. Venue and Severability. This Ground Lease shall be construed under the laws of the State of Colorado. Venue for any legal action between the parties brought to interpret or enforce the provisions of this agreement shall be the Colorado District Court in and for Chaffee County. Any covenant, condition, or provision herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from the lease, but such deletion shall in no way affect any other covenant, condition, or provision

LESSORS

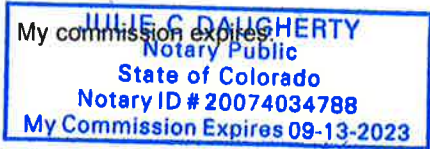
CHAFFEE COUNTY COLORADO/BOARD OF COUNTY COMMISSIONERS

[Signature]
Greg Felt, Chairman

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

2021 The foregoing instrument was acknowledged before me by Greg Felt, this 7th day of Dec

Witness my hand and official seal.



[Signature]
Notary Public

CITY OF SALIDA, COLORADO

By: _____
Mayor

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

Notary Public



**HARRIET ALEXANDER FIELD (ANK)
 PRIVATE HANGAR DEVELOPMENT**

Barry Cole



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE January 4, 2022
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ITEM

Facility Space License Agreement – Smiling J, LLC, DBA Hilltop Broadband

BACKGROUND

Harriet Alexander Field is owned and operated by a partnership between Chaffee County and the City of Salida. The airport is managed by a board made up of representatives of both the City and County, and the board makes operational recommendations to both the Board of County Commissioners and the City Council.

The Airport Advisory Board routinely recommends approval of certain leases to allow private parties to utilize facilities at the airport. The airport recently received a request from Smiling J, LLC, doing business as Hilltop Broadband, to allow for the installation of fixtures on the airport’s emergency beacon tower for the purpose of providing telecommunications redundancy within Chaffee County. The equipment on the tower would be for the purpose of operating a telecommunication fixed wireless microwave internet and VoIP service facility by Hilltop Broadband. In exchange for the lease, Hilltop Broadband would provide the airport with fiber optic broadband service (50 MB download and 10 MB upload), along with a monthly fee to compensate for electrical costs and other expenses. The term of the agreement would be for five (5) years, with two (2) additional 5-year renewal terms at the discretion of Hilltop Broadband.

FISCAL NOTE

The attached License Agreement provides for a monthly fee of \$150.00 to be provided to the airport for electrical costs and other expenses, along with the value of high speed internet access for the airport.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Facility Space License Agreement with Smiling J, LLC, DBA Hilltop Broadband, as recommended by the Airport Advisory Board.

SUGGESTED MOTION

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

SMILING J, LLC DBA HILLTOP BROADBAND

FACILITY SPACE LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made on _____, 2021 between **the governments of Chaffee County, Colorado (“Chaffee County”) and the City of Salida (“City”)** the Sponsors for Harriet Alexander Airport, (Chaffee County and the City collectively as the “Sponsors”) and Smiling J, a Colorado LLC, d.b.a Hilltop Broadband (“Licensee”).

Licensee desires to install certain fixed wireless internet improvements on an existing tower owned and used by the Sponsors situated at Harriet Alexander Field (“Airport”), Salida, Colorado, as further described in *Exhibit A* (the “Premises”). The Airport’s emergency beacon equipment is situated on the tower. The purpose of this Agreement is to license certain tower and work space to Licensee in order to allow the installation of Licensee’s equipment and in order to provide telecommunications redundancy within Chaffee County. Any “Exhibit” referenced in this Agreement is hereby incorporated in its entirety into this Agreement.

In consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

1. **License Grant.**
 - a. The Sponsors hereby licenses to Licensee rights to enter onto the Premises for the purpose of conducting the licensed activities as described in paragraph 2 below, subject to the terms and conditions of this License.
 - b. This License does not create an interest or estate in Licensee’s favor in the Premises. Chaffee County retains legal possession of the Premises, and this License merely grants to Licensee the personal privilege to engage in the licensed activities in accordance with the rights set forth herein throughout the term of this Agreement.
2. **Scope of Activities Permitted.** Licensee shall use and occupy the premises for the purpose of installing and maintaining Licensee’s equipment on the tower and operating a telecommunication fixed wireless microwave internet and VoIP service facility, and for no other purpose. Licensee may install the equipment specified in *Exhibit B*. Such equipment provided by Licensee shall remain owned by Licensee. The Premises shall be used by Licensee for no other purpose. Licensee shall at all times comply with the Site Access and Security Instructions as incorporated herein as *Exhibit C*. Licensee’s installation of its equipment on the existing tower shall conform to the engineering conditions described in *Exhibit D*. Licensee shall be responsible, at its own cost, for obtaining all necessary permits and approvals and for all other costs in connection with its equipment and the licensed activities, including all maintenance and repair of the Licensee’s equipment.

3. **Limitation and Subordination of Rights Granted.**

- a. The foregoing grant of right is subject and subordinate to the prior and continuing right of Chaffee County to use and maintain the Premises, including its right and power to construct, maintain, repair, renew, use, operate, change, modify or relocate any and all real property improvements or personal property upon, along or across any or all parts of the Premises, all or any of which may be freely done at any time or times by Chaffee County without liability to Licensee or to any other party for compensation or damages.
- b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of lessees of Chaffee County's property and others) and Chaffee County's right to renew and extend the same.
- c. Chaffee County makes no warranty or covenant, express or otherwise, as to (i) the suitability of the Premises for Licensee's intended purposes, (ii) Chaffee County's ownership of the Premises, or (iii) Licensee's quiet enjoyment of the Premises.
- d. Chaffee County reserves the right to continue to use the Premises for any and all uses allowed under law.
- e. Chaffee County reserves the right to grant easement or license interests in the Premises after the Effective Date to other grantees, and to allow the use of the Property for any and all uses allowed by law.
- f. This License and Licensee's use of the Premises is subject to all matters of record and existing uses affecting the Premises prior to the Effective Date.

4. **Initial License Term.** Chaffee County demises the above Premises to Licensee for a term of five (5) years (the "Initial License Term") commencing as of the date this Agreement is executed and signed by all Parties. The Parties agree that this Agreement supersedes and replaces in its entirety any and all prior written or oral Agreements.

5. **Renewal Terms.** Licensee shall have the option to renew the Agreement for two (2) additional terms of five (5) years each (the "Renewal Term"). All of the terms and conditions of the Agreement shall apply during the Renewal Term. Unless notice is given by Licensee to Chaffee County no less than 30 days prior to expiration of the then current term, the Agreement will automatically renew for an additional Renewal Term.

6. **Fee.** Licensee shall supply, at no additional charge, fiber optic broadband service to the Airport at a bandwidth of 50 megabits download and 10 megabits upload service and to reasonably upgrade service and bandwidth in accordance with the site capabilities and plans speeds advertised and offered to other Licensee customers. In addition, Licensee shall pay a monthly fee of \$150.00 to compensate Sponsor for electrical costs and other related expenses.

All payments shall be made to Chaffee County on the first day of each month during the term of this Agreement at the address specified below.

Payment Address: Chaffee County Finance Department
Attn: Director of Finance and Personnel
104 Crestone Avenue
Salida, Colorado 81201

7. **Fee Increases.** If Licensee opts to renew the Agreement, the monthly Fee shall be increased by \$50.00 for each Renewal Term. The Parties may agree in writing to additional compensation based on the relative increase(s) in expenses.

8. **Public Utilities.** Licensee is responsible for the provision of any and all required telecommunications services to the Premises for the term of this Agreement, unless otherwise specified in this Agreement. Electrical power for Licensee's equipment will be provided by the Sponsor. The Sponsor is not responsible and Licensee shall hold Sponsor harmless for any power outages, regardless of whether or not such outages are the result of Chaffee County's actions or inactions.

9. **Termination.**

a. **Termination due to Default.** Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material default of this Agreement and has failed to cure such default within thirty (30) days after receipt of written notice of such default or other extended period as agreed to by the Parties.

b. **Termination due to Eminent Domain.** If the Premises or any part thereof materially affecting Licensee's use of the Premises shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. Licensee shall be entitled to part of any award for such taking limited to any taking of fixtures and improvements owned by Licensee and for moving expenses.

c. **Termination due to Destruction of Premises.** In the event of a whole or partial destruction of the Premises during the term hereof due to fire or any other cause, Chaffee County or Licensee may terminate this Agreement.

d. **Termination due to Governmental Permits.** Licensee may terminate this Agreement upon sixty (60) days written notice to Sponsor if any governmental approval, authorization, or permit required to install at or operate from the Premises is denied, delayed, or revoked after diligent effort by Licensee to obtain and maintain such approval, authorization, or permit. Sponsor shall cooperate with Licensee in obtaining any required approvals, authorizations, or permits.

e. **Termination due to Federal Prime Contract.** Licensee may terminate this Agreement upon sixty (60) days written notice to Chaffee County in the

event that the Licensee's Prime Contract with the FAA is terminated, discontinued, or modified in any way that would eliminate the Licensee's need for this Agreement.

f. **Termination due to System Performance.** Licensee may terminate this Agreement upon sixty (60) days written notice to Chaffee County in the event that the Premises are determined, at the sole discretion of Licensee, not to provide satisfactorily efficient and effective mission purpose performance.

g. **Termination for Convenience.** Either Chaffee County or Licensee may terminate this Agreement without cause upon one-hundred and eighty (180) days written notice to the other.

10. **Removal of Equipment after Termination.** Licensee shall have 180 days to remove equipment from the premises upon termination of this Agreement.

11. **Entry and Inspection.** Nothing in this Agreement shall limit the rights of Chaffee County to enter upon the property or facility on which the Premises are located, or authorize others to do so, for any purpose that does not materially interfere with Licensee's operations from the Premises.

12. **Interference.** Licensee shall not use the Premises in any way which interferes with the use of the Premises by the Sponsor or its tenants or licenses. Such interference shall be considered a material breach of this Agreement. Licensee, upon notice from the Sponsor, shall be responsible for terminating said interference. In the event any such interference does not cease within forty-eight (48) hours of receipt of notice, Licensee acknowledges that continuing interference may cause irreparable injury and, therefore, Sponsor shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Agreement immediately upon notice.

13. **Ordinances and Statutes.** Licensee shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining the Premises, occasioned by or affecting the use thereof by Licensee.

14. **Taxes.** All equipment attached to or otherwise brought onto the site by Licensee shall at all times be deemed to be Licensee's personal property. Licensee shall pay directly to the taxing authority any personal property taxes which may be assessed with respect to such equipment.

15. **Insurance.** Licensee shall maintain in full force during the term of this Agreement the following insurance:

- a. **Employer's Liability, Workers' Compensation and Unemployment Insurance.** Licensee shall secure and maintain employer's liability, Workers' Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of employees, if any, working on the Premises. The term 'employee' and/or 'independent contractor' will be defined for the purpose of this

Contract by reference to regulations of the Department of Labor, Social Security and the Internal Revenue Service. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident; \$500,000.00 Disease-Policy Limit; \$100,000.00 Disease-Each Employee.

- b. Comprehensive General Liability in the amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$990,000.00 per occurrence. This coverage should be provided on an ISO 1998 Form or the most current form. Coverage to include:
 - i. Premises
 - ii. Products/Completed Operations if work includes a manufacturing operation
 - iii. Broad Form Comprehensive, General Liability
- c. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
 - i. All vehicles owned, non-owned, and hired to be used on the Premises;
 - ii. Medical Payments.
- d. Within thirty (30) days of the execution of this Agreement, Licensee will provide insurance certificates listing Chaffee County as an additional insured for the commercial general liability coverage required herein.

16. **Indemnification.** Licensee indemnifies Chaffee County and the City against and holds Chaffee County and the City harmless from any and all direct costs, claims, damages, expenses, or causes of action which arise out of this Agreement. Licensee shall insure that all its installers, technicians, contractors, agents, members and managers expressly agree to such indemnification and similarly expressly agree to hold Chaffee County and the City harmless. This indemnity does not apply to any claims arising from the intentional misconduct of Chaffee County and the City.

17. **Hazardous Substance.** The parties agree that the Premises shall be maintained in compliance with all local, state, and federal laws and regulations pertaining to the use, storage, or presence of hazardous substances. Licensee agrees to save and hold Chaffee County harmless from any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the Premises directly attributable to actions of Licensee.

18. **Notices and Demands.** All notices, demands or requests which may be given by any Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly delivered on the date delivered in person or sent via fax, or three (3) business days after the date deposited, postage prepaid, in the United States mail via certified mail return receipt requested, and addressed as follows, or at such other places as may be designated by the Parties from time to time:

When to the Sponsor:

License Agreement
Harriet Alexander/Hilltop Broadband

Chaffee County Administrative Offices
Attn: Director of County General Administration
104 Crestone Avenue
Salida, Colorado 81201

With a copy to:
Chaffee County Attorney
104 Crestone Avenue
Salida, CO 81201

City of Salida

When to Licensee:

Hilltop Broadband
Attn: Site Use and Lease Coordinator
PO Box 1770
Berthoud, CO 80513

- 19. **Contract Disputes.** This Agreement shall be governed by the laws of State of Colorado and any action at law concerning the provisions hereof shall be brought only in Chaffee County, Colorado.
- 20. **Governmental Immunity.** Notwithstanding any other provision of this License to the contrary, no term or condition of this License shall be construed or interpreted as a waiver, express or implied, of any provision of the Colorado Governmental Immunity Act (CGIA). Liability arising out of the negligence of the County, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the CGIA.
- 21. **Assignment and Subletting.** Licensee shall not have the right to assign this Agreement or sublet any portion of the Premises without the prior written consent of the Sponsor, which will not be reasonably withheld.
- 22. **Successors.** The terms and provisions of this Agreement and the conditions herein bind Chaffee County, the City and Chaffee County's and the City's administrators, successors, and assigns. The terms and provisions of this Agreement and the conditions herein bind Licensee and Licensee's heirs, executors, administrators, successors, and assigns.

23. **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

In witness whereof, the Parties have executed this Agreement by their duly authorized officers or representatives as of the date shown below.

CHAFFEE COUNTY

LICENSEE

By: 
Greg Felt
Title: Chairman, Board of Commissioners
of Chaffee County

By: _____
Eric Rypkowski
Title: President, Hilltop Broadband

Date: 12/20/21

Date: _____

CITY OF SALIDA

By: _____

_____ [print name]

Title: _____

Date: _____

[Intentionally left blank]

EXHIBIT A

DESCRIPTION OF LICENSED PREMISES AND SITE PLAN

Address: 9255 Co Rd 140, Salida, CO 81201

Coordinates: 38.5357, -106.0472

Licensed Area: Ground Level site use shall consist of an area no larger than 12 x 10 feet and shall be limited to the space necessary for the Telecom operations and equipment directly related to the tower equipment. Tower use shall consist of any practical area on the tower on which communications equipment can be mounted in a safe and practical fashion. In no way shall the mounting or location of equipment interfere with the operation of the rotating beacon.

Power: Chaffee County to provide access to a 20-amp breaker.

Telecom: Site use shall be for the operation of a fixed terrestrial wireless telecommunication system. Uses outside of this scope must be approved by the Airport Manager.

EXHIBIT B

LICENSEE EQUIPMENT

Devices to be placed in external job box outside of communications shelter:

Equipment	Qty	Approximate Height	Approximate Width	Approximate Depth	Approximate Weight
Job Box	1	30	40	30	400

Microwave Radios on Licensee's Tower:

Equipment	Qty	Approximate Height	Approximate Width	Approximate Depth	Approximate Weight
Backhaul A	1	45ft	3 ft	NA	17 lbs.
Backhaul B	1	45 ft	3ft	NA	17 lbs.
Sector Antennas	9	50 ft	8 in	3 in	13 lbs.
Network Switch	1	50 ft	14 in	3 in	9 lbs.

Any replacement of the above equipment must be done with the written permission of the Sponsor and shall be done at Licensee's cost and in a professional manner. At no time may any equipment interfere with the structural integrity of the tower, violate any law, ordinance, code or regulation or adversely affect the utilization of the Premises by the Sponsor.

EXHIBIT C

SITE ACCESS AND SECURITY INSTRUCTIONS

- The premises shall be available upon prior notice and availability of Airport staff.
- The Tower in which Licensee equipment is to be located is secured at all times.
- Licensee will provide to the Airport Manager a list of names of Licensee personnel who are authorized to have access. Licensee will update this list as needed.
- When Licensee requires access to the Tower, Licensee will call the Airport Manager prior to arrival and if possible notify the Airport of the expected arrival time of Licensee' personnel.
- Licensee personnel must show their employee photo ID card or badge to authorized County personnel to gain access.
- Access to the Tower is limited to between the hours of 6AM and midnight 365 days per year, unless special arrangements are made with or through the Airport Manager. If such access is needed, Licensee personnel must make arrangements through the Airport Manager for authorized Chaffee County personnel to give them access.
- Licensee may access external job box at any time without notification to Communications Center Manager or other prior arrangements.
- Licensee may access the site equipment at any time to make emergency or unplanned repairs to correct an outage or service disrupting condition. Licensee shall inform the Airport Manager of the repairs completed within a reasonable time after repairs are completed.



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE January 4, 2022
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ITEM

2022 Salida Community Grants Process – Chaffee County Community Foundation

BACKGROUND

As you may be aware, the City of Salida has had an agreement with the Chaffee County Community Foundation since 2019 to allow CCCF to manage the City’s Donor Advised Fund, which provides funding to local non-profits and service organizations. During the 2022 Annual Budget process this fall, the City Council supported a request from CCCF to increase the City’s annual contribution to the Donor Advised Fund to match one percent (1%) of the General Fund revenues that the City receives. This amount – approximately \$80,000 – was included in the approved 2022 Annual Budget. In addition, certain organizations (including the Boys and Girls Club, GARNA, Salida Mountain Trails, and the Chaffee Housing Trust) have typically been included separately due to the close nature of their operations to the City’s activities.

CCCF has a new Executive Director, Betsy Dittenber, who has taken over for Joseph Teipel and will be coordinating this year’s Donor Advised Fund review process. Per the attached letter, certain steps must occur in the coming weeks to ensure the grant process is smooth and non-profits are provided funding prior to expenditure. A timeline and process is included in the letter for your review. Critical deadlines include the program launch on January 12th, application deadline of February 11th, and awards distributed by April 30th. Any funds remaining in the Donor Advised Fund (such as through an organization not accepting the awarded funds) must stay in the Fund until future years. In 2021, there was \$8,889 remaining in the Donor Advised Fund that can be used in 2022 or future years.

FISCAL NOTE

As noted in the attached letter, the funding request is for \$80,000 (approximately 1% of General Fund revenues) for 2022. With the existing \$8,889 in the Fund, and with the agreed-upon 2% administrative fee for CCCF, the total amount available for applications is \$87,289.

STAFF RECOMMENDATION

Staff recommends that the Salida City Council approve the requested community grants process and funding amount for its Donor Advised Fund as presented by the Chaffee County Community Foundation.

SUGGESTED MOTION

A City Councilperson should state, “I move to approve the community grants process and funding in the amount of \$81,600, with a carryover of \$8,889 from 2021, for the Chaffee County Community Foundation in support of the City of Salida’s Donor Advised Fund,” followed by a second and a roll call vote.



2022 Salida Community Grants

Mr. Mayor, City Councilmembers, and staff,

It is with great excitement that I submit to you this proposal to you for \$80,000 in funding for the City’s 2022 Community Grants, to be managed by the Chaffee County Community Foundation. Since the 2020 grant cycle, much has changed in our community, nation, and world. The role CCCF has filled through the pandemic with our Emergency Response Fund, as well as in partnering with local nonprofits, businesses, governments, and residents has been a deep honor. In addition, the experience and capacity gained over the course of 2020 and 2021 have set us up to be able to continue to serve the City of Salida in myriad ways – always with an eye toward improvement, impact, and community.

The impact of combining the Salida community grants application with Buena Vista offered a streamlined application and review process, and reduced the burden on the nonprofit applicants and volunteer review committee members. In addition, the adjusted timeline allowed for notable systemic improvements including allowing the budget processes for each municipality to fully run their course prior to launching applications.

We look forward to another year of partnership with the City of Salida. Thank you for your stewardship and leadership of this incredible community, especially during these unprecedented times.

Sincerely,

Betsy Dittenber
Executive Director

2022 Community Grants Process & Budget	
2022 Funding Request:	\$80,000
CCCF 2% Administration Fee:	\$1,600
2021 Grants Roll Over:	\$8,889
Amount Available for 2022 Community Grants Program:	\$87,289
Application Launch	January 12 th
Deadline	February 11 th
Recommendations Deadline	March 21 st
Awards distributed	by April 30 th

2022 Community Grants Review Committee
<ul style="list-style-type: none"> ● CCCF Grants Committee Members ● 1 BV Trustee ● 1 Salida Councilmember ● 1 – 2 BV residents ● 1 – 2 Salida residents
Applications will follow a similar process for application, review, site visit, and approval/denial as the 2021 program as summarized below.

2021 Community Grants Summary

Applications Overview

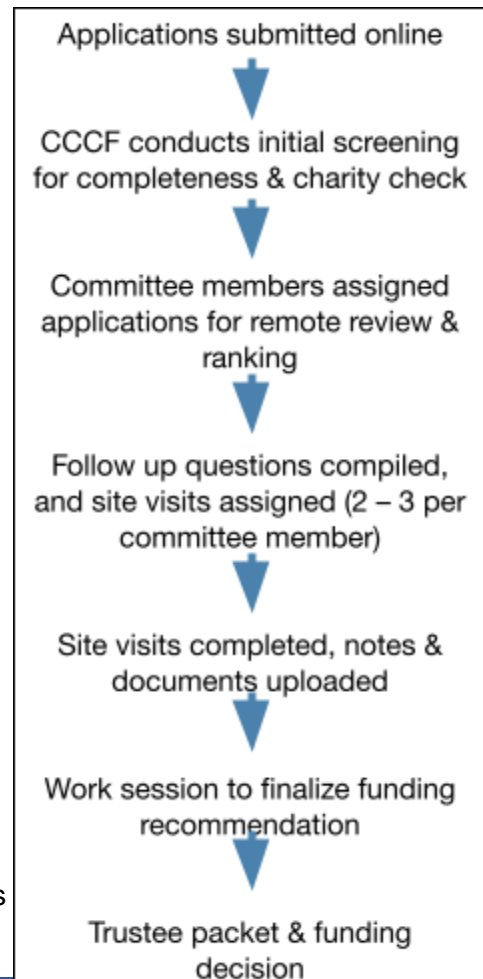
- 37 Community Grants (CG) applications
 - Total of \$175,378.25 requested vs \$80,000 budget
 - 32 organizations recommended for funding
 - No applications are recommended for full funding at request level. Mainly due to budget, not quality.
- 3 line-item support applications received
 - Salida Business Alliance recommended for inclusion as line-item support in 2022

Grant Review Committee

- 8 Reviewers + CCCF ED Facilitator
 - 1 Salida Councilmembers
 - 1 Buena Vista Trustee
 - 1 CCCF Board Member & 1 CCCF Staff
 - 4 At-large residents
- 3 organizational conflicts of interest for recusal
- 144+ hours of application review
- 30 follow-up applicant interactions
- Decisions made via majority vote

Timeline & Process

- 1) Initial committee meeting – Friday, Jan. 21st
 - a) Conflicts of Interest disclosed
 - b) Training on online portal
 - c) Timeline & review process agreed on
- 2) Applications assigned for review – Monday, Feb. 14th
 - a) Conflicts of interest did not get assigned review
 - b) Alignment with City comp plan & priorities ranked
 - c) Site visit/follow-up questions input
 - d) Individual recommended funding amount input
- 3) Post-review Committee Meeting – Friday, Feb. 25th
 - a) As applicable, follow-up questions compiled & assigned
- 4) Follow-ups conducted – Feb. 25th thru March. 4th. Via phone calls & emails
- 5) Final work sessions conducted – Week of March 7th
- 6) Council decision – Monday, March 21st
- 7) CCCF to execute awards within 5 business days of executed grant agreements
- 8) Grant reports due December 31st, 2022 OR an interim report is



due upon application for 2023 City grant support.





CITY COUNCIL ACTION FORM

DEPARTMENT City Clerk	PRESENTED BY Erin Kelley - City Clerk	DATE January 4, 2022
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ITEM

Resolution 2022-01 A Resolution Designating the Place for the Posting of Public Notices for City Council meetings and other City business.

BACKGROUND

At the first meeting of each year, the posting place for public notices is designated. In 2019, Colorado House Bill 19-1087 was passed, which allows municipalities to designate, as its official place for the posting of public notices pursuant to the Open Meetings Law, the local government’s website, which are accessible to the public at no charge, with the provision that should there be problems with the website, internet or other, staff can have the option to physically post public notices at the bulletin boards as has been done prior. The City adopted Resolution 2021-01, last year, updating posting places per the bill requirements.

FISCAL NOTE None

STAFF RECOMMENDATION

It is recommended that Council approve Resolution 2022-01, designating the City’s website the place for the posting of public notices.

SUGGESTED MOTION

A Councilperson should move to “approve Resolution 2022-01 designating the place for the posting of public notices for City Council meetings and other City business”, followed by a second.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 01
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY
COUNCIL MEETINGS AND OTHER CITY BUSINESS**

WHEREAS, Section 24-6-402(2)(c), C.R.S. of the Colorado Open Meetings Law requires the City to annually designate the place or places at which the City shall post notices of City meetings and other public notices; and

WHEREAS the City Council desires to designate the following place for the posting of public notices for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, that the following public place shall be and is hereby designated for the posting of notices for public meetings and other City business:

1. All notices of meetings subject to the Colorado Open Meetings Law shall be posted on this page of the City website at this address: cityofsalida.com, pursuant to C.R.S. Section 24-6-402(2)(c)(III). The City Clerk or his/her designee shall be responsible for posting the required notices no later than twenty-four (24) hours prior to each meeting. All meeting notices shall include specific agenda information, where possible.
2. Pursuant to C.R.S. Section 24-6-402(2)(c)(III), should the City Clerk or his/her designee be unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online, said notice shall be posted on the bulletin board located in the lobby at City Hall, 448 East 1st Street, Suite 112, Salida, Colorado and the bulletin board located at the C Street entrance of the Touber Building, 448 East 1st Street, Salida, Colorado.

RESOLVED, APPROVED and ADOPTED this 4th day of January, 2022.

CITY OF SALIDA

[SEAL]

By: _____
Dan Shore, Mayor

ATTEST:
By: _____
City Clerk



Director of Housing Report for activities in December 2021

Major Activities

- Chaffee Housing Authority
 - Next Board meeting is January 20, 2022; hybrid in-person and Zoom
 - Open Board positions:
 - Salida Appointed Seat: Salida City Council appointed Councilperson Dominique Naccarato to the Salida Board Seat.
 - At Large Alternate Seat: To fill the At Large Alternate seat, the CHA BOD will revisit applicants who applied for the At Large Alternate seat in 3rd quarter of 2021.
 - Additional Staffing:
 - HDCGP Evaluator – Kelly Landau
 - Deputy Director – Mike Bischoff
 - Housing Navigator – interviewing week of January 3rd.
 - Social Media Volunteer – identified a volunteer, finalizing a volunteer agreement, will launch January 2022
 - Strategic Plan:
 - The CHA five-year Strategic Plan will be reviewed and potentially adopted during the next CHA BOD meeting, January 20, 2022. A draft of the Strategic Plan is included as Appendix A to this report.
 - A work plan will be adopted yearly, which will outline the CHA’s activities for the year ahead.
 - Sustainable Funding:
 - The Executive Committee and the Community Engagement Committee of the CHA have begun to investigate potential funding streams for the Chaffee Housing Authority.
 - Health Disparities Community Grant Program: Starts Jan 1, 2022
 - We Are Chaffee
 - Train facilitator to institutionalize this effort with CMC
 - Dinner and a Movie Event
 - Increase Access through language justice – ie interpretation/evaluation
 - Establish Continuum of Care
 - Increase Access to affordable housing via website – goal to move off social media onto publicly managed site
- Jane’s Place
 - An RFP for an Owners Representative should be published early January 2022.
 - And RFP for a Construction Contractor should be published early January 2022.
 - CHFA SHIP (Small Scale Housing Innovative Projects)
 - This technical assistance grant has concluded.
 - Working to establish master lease with coffee bar operator.
 - Re-establishing the Capital Campaign Committee
 - Focus on FFE, outdoor spaces, and community programming.

- Planning Collaborative:
 - Comprehensive planning/infrastructure conversations
 - Buena Vista – Town owned land
 - South end of the valley – County owned land near the Chaffee County Fairgrounds
 - Community engagement and partnerships are essential.
 - GIS Colorado will be in Salida January 27th and 28th for their annual meeting, and will be providing a day of training for the Chaffee County Planning Collaborative.
- Salida Housing Development Corporation
 - Not applying for 2022 9% LITC with Cardinal Capital Management.
 - Terminating contract with Cardinal Capital Management.
- Rental Deposit Guarantee Program:
 - Program available in both English and Spanish.
 - Use is decreasing; tenants claim lack of available rental stock.
- Deed Restrictions
 - Many projects coming to fruition in Salida and Buena Vista will have Deed Restricted housing units included.
 - CHA will be adopting Community Guidelines for these Deed Restrictions 1st Quarter of 2022.
- Open Doors
 - This City of Salida pilot program will offer financial incentive to short term rental owners who agree to master lease their housing unit to the CHA. The CHA will then sub-lease the housing unit to employees of Chaffee County employers.
 - The City of Salida Planning Commission will hear about the pilot program from Community Development Director Bill Almquist on January 11, 2022

Community Partnerships

- METAB – Board Member participation
- Colorado Mountain Housing Coalition:
 - Annual Meeting at Mount Princeton April 2022
- Lieutenant Governor Dianne Primavera’s Roundtable, Housing/Behavioral Health
- Habitat for Humanity
 - Discussion about how to secure more land for the Habitat for Humanity model, resulting in agreement to collaborate with regard to publicly owned land.
- Buena Vista Business Owners
 - Met with roughly 20-30 business owners at the Deerhammer warehouse to update them on CHA activities. Thanks to Amy Eckstien for hosting.
- Bringing Everyone Together through the Crisis of Housing (BETCH)
 - This Salida-based, grassroots non-profit was formed by a group of employees struggling with housing.
 - Presently, they are raising money to help subsidize rents.
 - Advising on selection criteria, encouraging to collaborate with an organization who already pays rent.

CHAFFEE HOUSING AUTHORITY Strategic Plan

CHA Mission

Facilitating Chaffee County residents' access to safe, sustainable, inclusive, and affordable housing through data-driven policy, housing programs, funding, raising awareness, and building housing units.

CHA Vision

Chaffee County Housing Authority envisions a community with housing opportunities that are affordable for all residents. We envision a workforce that is able to live locally and fully participate in our community, contributing to a strong and resilient economy.

CHA Values

Leadership

We provide direction and guidance while motivating and inspiring others to move forward in pursuit of our vision.

Integrity

We build trust by acting with the highest ethical standards through consistency, honesty, transparency, accountability, quality, efficiency, and respect. We strive to operate such that outside parties can quickly and easily see and understand how and why decisions are made.

Stewardship

We strive to support future generations realize healthier and more economically viable lives by positively impacting and collaborating with community members, the Earth, natural resources, political jurisdictions, economy, and time. We will create and maintain housing to high standards, inclusive of healthy indoor air quality, dignity in design, and integration of natural materials and systems for physical, mental, and spiritual health.

Community

We value what is best for the community as a whole, rather than what benefits only an individual or group of individuals. Our decisions are driven by what best serves and represents the needs of the local community and workforce now and in the future.

Equity

Our initiatives will be open to the community and will aim to reduce disparities in historically disempowered groups. Our policies and practices will be inclusive and equitable, and uphold a culture where all voices can be heard and viewpoints discussed without repercussion. We will ensure that services, programs, and housing opportunities are available equally to all eligible applicants/recipients regardless of race, sexual orientation, class, under-privileged, social, marital status, religious, age, and health status or identification.

Partnerships

Partnerships are essential to our success. We contract with and assist local municipalities and the county government to administer their inclusionary housing, deed restrictions, short term rental licensing, and other housing-related policies and programs and collaborate with non-profit housing agencies and funders to implement our vision.

CHA Focus Areas

Policy, Advocacy and Education

We will be the voice of community housing needs, giving voice and representing those in the community who are struggling with housing. Our advocacy seeks to bring together our values, evidence-based practices, and the perspectives of people who have lived with housing insecurity to ensure informed decisions are made in all aspects of the affordable housing environment. Our initiatives will include convening regional collaborators, storytelling and engagement, participating in local, state, and federal efforts to bring resources to the community; researching, drafting, and advocating for policies at the municipal, county, and state level that address regional housing challenges. Providing education and resources to the community on housing topics and issues.

Development

We will catalyze new housing development by working to increase inventory, secure land, garner appropriate and creative financing, convene local, regional, and state-wide partners, and participate in land use and planning efforts, and take the lead in attainable housing development efforts.

Local Housing Stability Programming

We will support local residents to remain in or gain housing through initiatives such as deposit guarantees, rent assistance, financial counseling, and other direct forms of financial, technical, or home improvement assistance.

Housing Authority Operations

We will invest in the staffing, systems, partnerships, and professional networks to ensure a thriving organization rooted in best practices and data; identify and execute appropriate funding strategies to ensure a financially resilient organization that can address our evolving housing challenges into the future.

Acknowledgements

CHA Board of Directors

Craig Nielson, Board Chair, Chaffee County
 Joseph Teipel, Board Vice Chair, Town of Buena Vista
 Janie Hayes, Board Secretary, Chaffee County
 Micha Rosenoer, Town of Buena Vista
 Justin Veltri, Chaffee County
 Jane Templeton, City of Salida
 Eileen Rogers, City of Salida
 Emily Marquis, At Large
 Monica Haskell, At Large
 Phillip Puckett, Town of Buena Vista Alternate
 Bob Christiansen, Chaffee County Alternate
 Drew Nelson, City of Salida Alternate

CHA Staff and Consultants:

Becky Gray, Director of Housing
 Willa Williford, Williford Consulting

Purpose

The purpose of the CHA Strategic Plan is to provide a five-year framework to focus the CHA's efforts as we fulfill the CHA's mission and vision while upholding our agreed upon values.

Each of the goals listed below are intended to serve as a guide for the CHA Board of Directors and Staff as they evaluate work plans for the organization.

Goal 1: Policy, Advocacy, and Education

The Chaffee Housing Authority will represent the housing needs of Chaffee County residents, namely low-income households, moderate-income households, and people employed by Chaffee County employers in policy and strategy discussions at the federal, state, and local levels. CHA will work to build coalitions around equity and justice as they relate to housing.

2022 Strategies:

- 1 – Operate the Health Disparities Community Grant Program, through the Colorado Department of Public and Environmental Health's Office of Health Equity, with the utmost fidelity.
- 2 – Establish and maintain local advocacy efforts and coalition building.
- 3 – Engage in state-level advocacy by maintaining excellent relationships with elected officials and staff at the Colorado Housing Finance Authority and DOLA's Division of Housing.
- 4 – Be prepared to engage in advocacy at the Federal level, should the opportunity arise.

Goal 2: Organizational Operations

The Chaffee Housing Authority will strive to operate the organization with the utmost professionalism, financial responsibility, and transparency.

2022 Strategies:

- 1 – Establish Adequate Staffing Ratios.
- 2 – Establish and maintain Record Management Systems
- 3 – Establish a sustainable funding source for CHA operations.
- 4 – Establish equitable Policies and Procedures.
- 5 – Use data to inform organizational decisions.
- 6 – Establish the Board of Directors annual activities.

Goal 3: Affordable Housing Development

The Chaffee Housing Authority will strive to construct or contribute to the construction of permanently affordable housing units in Chaffee County.

2022 Strategies:

- 1 – Establish relationships with Low Income Tax Credit developers.
- 2 – Establish relationships with private developers.
- 3 – Construct and Operate Jane's Place, a 17-unit rental project.
- 4 – Maintain participation on the Salida Housing Development Corporation's Board of Directors.
- 5 – Support the Town of Buena Vista as they develop Town-owned land.

Goal 4: Housing Stability Programming

The Chaffee Housing Authority will strive to operate, recruit, and create programs that will provide housing stability to Chaffee County residents.

2022 Strategies:

- 1 – Develop a county-wide Continuum of Care, and participate with the regional and state Continuum of Care.
- 2 – Operate the CHA Rental Deposit Guarantee Program.
- 3 – Oversee the fidelity of deed restricted housing units.
- 4 – Operate Open Doors (City of Salida Specific Program).

CHA Work Committees

Community Engagement Committee

- Janie Hayes
- Emily Marquis
- Monica Haskell
- Jane Templeton

Development Review Committee

- Craig Nielson
- Eileen Rogers
- Joseph Teipel
- Justin Veltri

Executive Committee

- Craig Nielson
- Janie Hayes
- Joseph Teipel

Governance Committee

- Jane Templeton
- Joseph Teipel
- Becca Williams

Health Disparities Community Grant Program Team

- Andrea Carlstrom, Chaffee County Public Health
- Lisa Martin, Chaffee County Public Health, We Are Chaffee
- Mike Orrill, Chaffee County Public Health
- Becky Gray, Chaffee Housing Authority
- Kelly Landau, Chaffee Housing Authority
- Heather Gorby (Insert Heather's business name here)