



CITY COUNCIL REGULAR MEETING

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

February 01, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

Moment of Silence for Jimmy Eugene James

CONSENT AGENDA

2. Approve Agenda

3. Approve January 18, 2022 Minutes

4. Approve Special Event Liquor License for the Elk's Lodge

5. Award 2022 Street Reconstruction Project

6. Legal Services Agreement with Wilson Williams LLP

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATION

7. A Proclamation by a Consortium of Caring Individuals and Agencies in Chaffee County Colorado, Proclaiming February 2022 as "Kindness in Action" Month

LIQUOR LICENSING AUTHORITY

8. A Hearing to review a new Hotel and Restaurant Liquor License for The Velvetten dba The Velvetern for the City of Salida, 115 G Street, **PUBLIC HEARING**

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

9. 2022 Compensation and Market Study Analysis

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

- [10.](#) **Resolution 2022-03** ACCEPTING A GRANT AWARD FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, COLORADO AERONAUTICAL BOARD, DIVISION OF AERONAUTICS FOR RUNWAY PAVEMENT MAINTENANCE AT HARRIET ALEXANDER FIELD
- [11.](#) **Resolution 2022-04** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2022 FEE SCHEDULES
- [12.](#) **Resolution 2022-05** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT WITH JODIE AND BARRY SNYDER FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY
- [13.](#) **Resolution 2022-06** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC ART COMMISSION
- [14.](#) **Ordinance 2022-01** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SEXUALLY-ORIENTED BUSINESSES, **FIRST READING AND SETTING A PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

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
January 18, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

- Council Member Justin Critelli
- Council Member Harald Kasper
- Council Member Dominique Naccarato
- Council Member Alisa Pappenfort
- Council Member Mike Pollock, arrived at 6:07 p.m.
- Council Member Jane Templeton
- Mayor Dan Shore
- Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

- Approve Agenda
- Approve January 4, 2022 Minutes
- Approval of Engineering Agreement – Harriet Alexander Field – Categorical Exclusion

CITIZEN COMMENT–Three (3) Minute Time Limit

There was no Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business.

NEW BUSINESS / ACTION ITEMS

Personnel Manual Update

Council Member Templeton moved to approve the new Personnel Manual, Seconded by Council Member Kasper.

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.

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

THE MOTION PASSED.

Resolution 2022-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

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

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

EXECUTIVE SESSION

EXECUTIVE SESSION: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), and for a conference with the City Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and the following additional details are provided for identification purposes: a pending lawsuit in Chaffee County District Court

Council Member Critelli to enter Executive Session, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Council entered Executive Session at 6:29 p.m. and returned to the Regular Meeting at 7:03 p.m.

EXECUTIVE SESSION: For the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e), and for a discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill and office of this body or of an elected officials; or personnel policies that do not required the discussion of matters personal to particular employees, and the following additional details are provided for identification purposes: City Attorney annual performance evaluation

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

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

THE MOTION PASSED.

Council entered Executive Session at 7:11 p.m. and returned to the Regular Meeting at 7:43 p.m.

ADJOURN

Adjourned at 7:45 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



SALIDA ELKS LODGE NO. 808
BENEVOLENT & PROTECTIVE ORDER OF ELKS
148 E 2ND ST.
P. O. BOX 967
SALIDA, CO 81201-0967
719-539-6976
bpoc808@bresnan.net



January 7th, 2022

Salida Elks Lodge no. 808 has held a Sweetheart Ball annually for many years.

After discussion at meetings a decision was made to submit the
"Application for Special Events Permit" to hold this event again on Feb. 19th, 2022.
The requested documents are included along with the required fee.

Thanks,

A handwritten signature in cursive script that reads "Jim DeLuca".

Jim DeLuca PER and Secretary for Salida Elks Lodge #808 B.P.O.E

Application for a Special Events Permit

Departmental Use Only

Item 4.

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

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

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

1. Name of Applicant Organization or Political Candidate SALIDA ELKS LODGE NO 808 BPOE		State Sales Tax Number (Required)
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 148 E 2ND ST. PO BOX 967 SALIDA, CO 81201		3. Address of Place to Have Special Event (include street, city/town and ZIP) 148 E 2ND ST. SALIDA, CO 81201
4. Authorized Representative of Qualifying Organization or Political Candidate JIM DELUCA PER & LODGE SECRETARY		Date of Birth: [REDACTED] Phone Number: 719-821-0915
Authorized Representative's Mailing Address (if different than address provided in Question 2.) 647 C ST. SALIDA, CO 81201		
5. Event Manager BRENDA BEACH		Date of Birth: [REDACTED] Phone Number: 719-239-1707
Event Manager Home Address (Street, City, State, ZIP) PO BOX 1297, PONCHA SPRINGS, CO 81242		Email Address of Event Manager bluebeachgirl@outlook.com
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number 10-7348-0000

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

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

Date	Date	Date	Date	Date
02/19/22				
Hours From 4:00 P.m. To 12:00 A.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

Oath of Applicant

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

Signature: <i>Jim DeLuca</i>	Title: LODGE SECRETARY	Date: 01/07/22
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Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

Application Information and Checklist

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

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

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

Qualifications for Special Events Permit

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

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



CITY OF SALIDA AMPLIFIED SOUND PERMIT

Permit #: _____

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

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

Permittee: Salida ELKS Lodge #808

Address: 148 E 2nd St
Salida CO 81201

Telephone: (719) 539-6976

Individual supervising sound (if different from Permittee): _____

Activity/event: Charity Bell

Type of sound amplification equipment authorized (if any): _____

Location: 148 End St. Salida CO.

Date(s): 2-19-22

Hours of operation: 6 pm - 10 pm

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

Expiration: _____

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

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

Accepted and agreed to by the Permittee: Jim DeGrua Sec.

Date: 1-6-22

Approved by the City Administrator on the _____ day of _____.

City of Salida: _____ (City Administrator)

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
SALIDA LODGE NO. 808 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 10/03/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911079196 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/05/2022 that have been posted, and by documents delivered to this office electronically through 01/06/2022 @ 19:01:57 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/06/2022 @ 19:01:57 in accordance with applicable law. This certificate is assigned Confirmation Number 13701412 .



Jena Griswold

Secretary of State of the State of Colorado

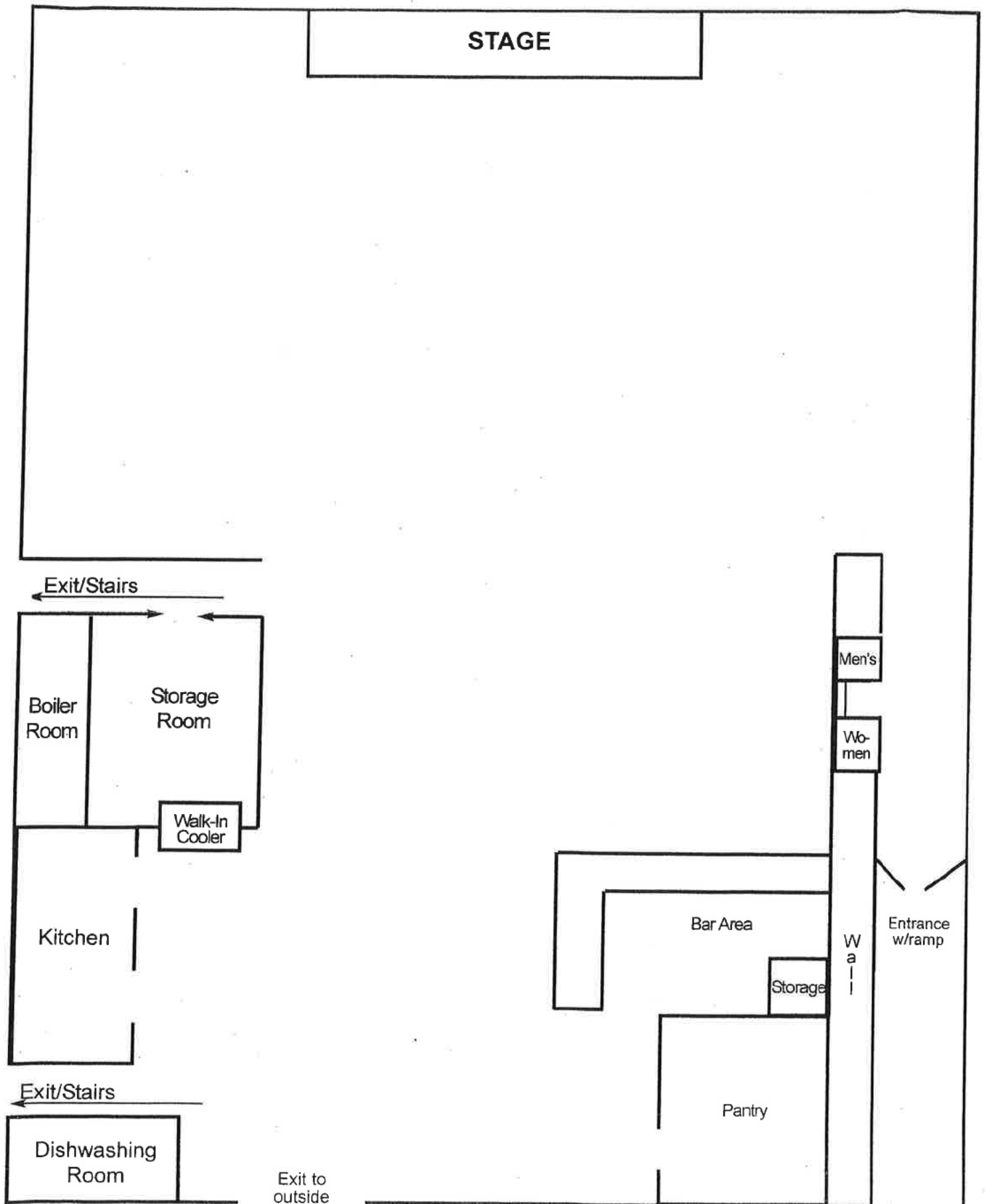
*****End of Certificate*****

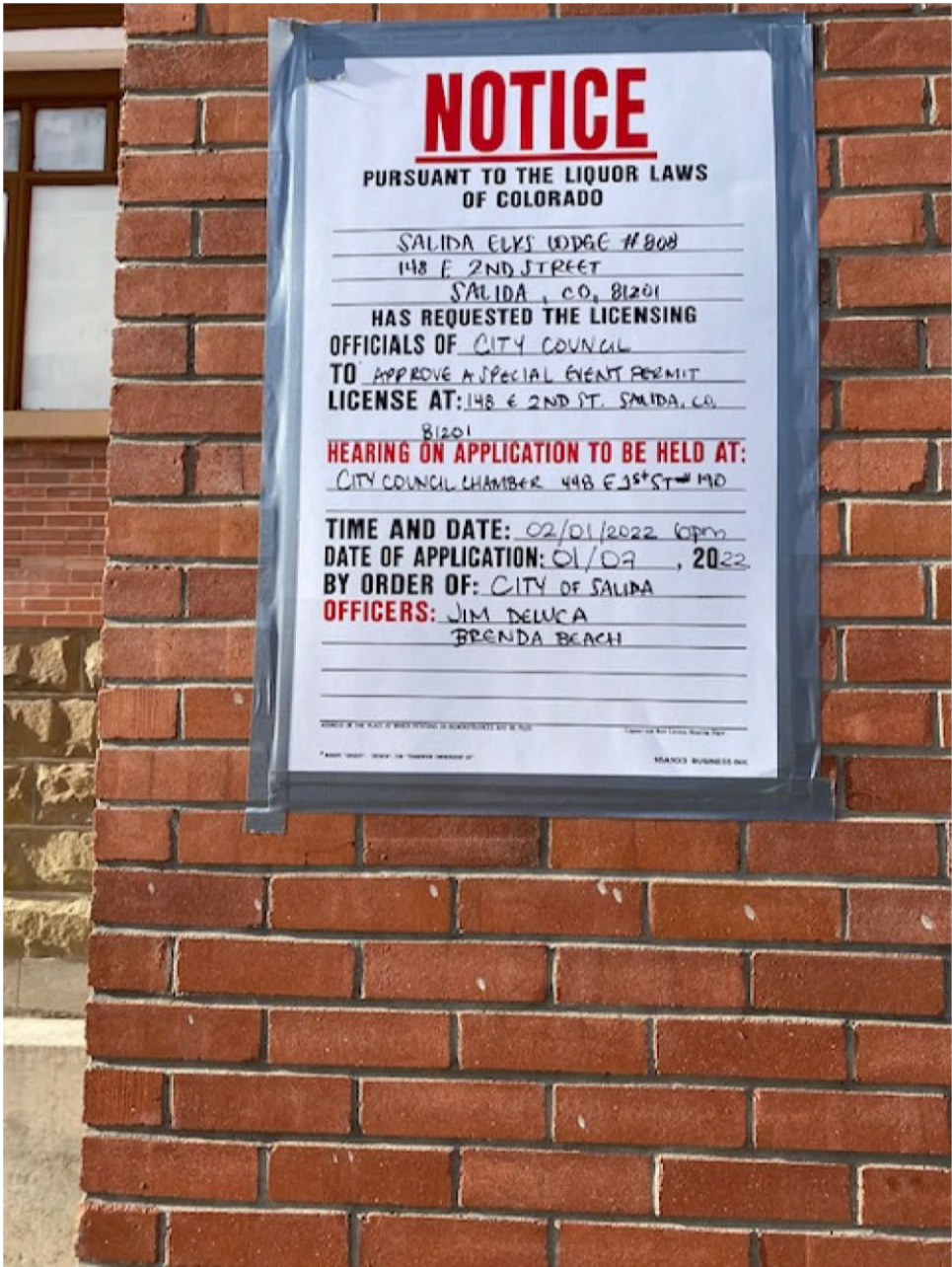
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary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

SALIDA ELKS LODGE BPOE #808

250 Maximum Capacity *DOWNSTAIRS*

Item 4.







CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE February 1, 2022
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ITEM

Council Action – Award 2022 Street Reconstruction Project

Consent Agenda

BACKGROUND

The 2022 Street Reconstruction Project includes roadway improvements for 10th Street and 12 Street between D Street and J Street. These two streets have been identified as priority pedestrian routes due to their connectivity to the schools. The existing roadway section for these streets does not include sidewalk or curb and gutter. The proposed roadway section includes a sidewalk on one side of the street to address the pedestrian corridor needs. Two sidewalks are not proposed as these streets are considered to be side streets with minimal home frontages and no curb and gutter. In addition to these improvements, sidewalks and crosswalks are proposed at the intersection of 12th Street and New Street in order to create pedestrian connectivity to US-50. Utility work is limited to the replacement of a section of sewer main that is nearing the end of its useful life.

Bids were received on January 26, 2022 as follows:

Bidder	Total	Business Location / Local Preference	Percent Above Low Bid
Avalanche Excavating, Inc.	\$1,554,391.97	Salida – 5.0%	Low Bid
Pridemore Construction, Inc.	\$1,633,570.09	Chaffee County – 3.0%	
A&S Construction, Inc.	\$2,484,695.33	(Out of County) – 0%	

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

Total Budget Calculation (Low Bidder)

	Construction Cost (1)	Soft Costs (2)	Project Total Budget (1+2)
STREET	\$1,481,091.19	\$103,676.38	\$1,584,767.58
WATER	\$0	\$0	\$0
SEWER	\$73,300.78	\$5,131.05	\$78,431.83
TOTAL	(BASE BID) \$1,554,391.97	\$108,807.44	\$1,663,199.41

(2) Soft costs ~ 2.0% QA/QC and +/- 5% Minor Contract Revisions



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 1, 2022

FISCAL NOTE

2022 Capital Budget line items are as follows:

- \$1,700,000 Street Rehabilitation (31-30-6020-3)
- \$100,000 Sanitary Sewer - Infrastructure Upgrades and Replacements (20-31-6019-3)

The project is within the itemized 2022 budget. A budget amendment is not anticipated.

STAFF RECOMMENDATION

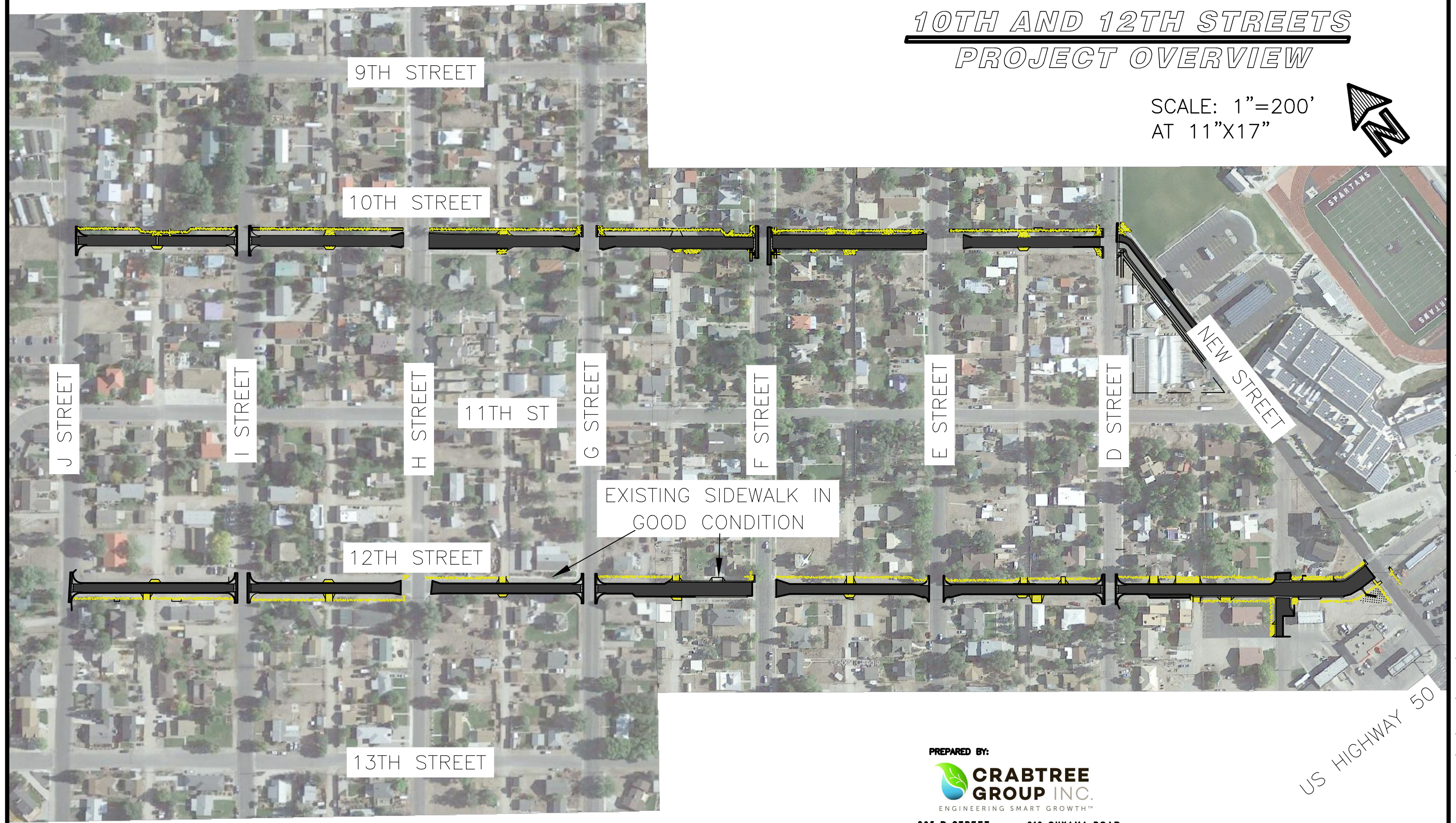
Award a construction contract for the 2022 Street Reconstruction Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Avalanche Excavating, Inc. in the amount of \$1,554,391.97 with a total project budget of \$1,663,199.41.

SUGGESTED MOTION

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

10TH AND 12TH STREETS PROJECT OVERVIEW

SCALE: 1"=200'
AT 11"X17"



US HIGHWAY 50

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

325 D STREET
SALIDA, CO 81201
PH: 719-599-1676

918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE February 1, 2022
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ITEM

Updated Legal Services Agreement with Wilson Williams LLP

BACKGROUND

The City of Salida has been under contract with Wilson Williams LLP for legal services since March of 2021; however, the principal City Attorney – Nina Williams – has been under contract with the City via the prior firm (MDBR) since November of 2017. At the time that the City Attorney’s new firm was created last March, Wilson Williams did not change the hourly rate to match market rates. With the start of 2022, and with a positive review of legal services provided by the City Attorney over the past year from the City Council, Wilson Williams has proposed a rate increase for legal services going forward.

FISCAL NOTE

The current contract with Wilson Williams includes an hourly rate of \$200 per hour for partners and \$170 per hour for associates; the proposed Legal Services Contract (attached) increases rates to \$225 per hour for partners and \$185 for associates. The proposed contract also provides a differential rate for developer reimbursement fees that is a higher rate than the municipal rate. The increases amount to between 5% and 12% for hourly legal services for into the future. This additional rate can be accommodated in the 2022 Annual Budget, in which the City has budgeted approximately \$258,000 for legal counsel (including special counsel that may not include Wilson Williams).

STAFF RECOMMENDATION

Staff recommends approval of the revised Legal Services Agreement with Wilson Williams LLP to accommodate rate changes commensurate with market costs for legal counsel.

SUGGESTED MOTION

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



WILSON WILLIAMS LLP

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is between the City of Salida, a Colorado statutory city ("City"), and Wilson Williams LLP ("Law Firm") under which the Law Firm shall perform legal services for the City.

WHEREAS, pursuant to Sec. 2-3-10 and Sec. 2-3-60 of the City of Salida Municipal Code, the City Council of the City has appointed the Law Firm as its City Attorney.

NOW THEREFORE, the City and the Law Firm agree as follows:

1. Scope of Legal Services. The Law Firm will provide any and all legal services requested of it by the Mayor, City Council, City Administrator, and any boards or employees of the City authorized by the Mayor, City Council or City Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

a. Attend regular and special meetings of the City Council; attend work session meetings of the City Council as requested.

b. Attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or the City Administrator.

c. Prepare and/or review ordinances and resolutions.

d. Prepare and/or review contracts for services, materials and real estate involving the City.

e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, City Administrator, and City staff.

f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, affecting the City.

g. Represent the City in litigation matters involving the City.

h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.

i. Perform such other duties as may be prescribed by the Mayor, City Council, or City Administrator.

The Law Firm agrees to exert its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent.

2. Identification of Client. It is understood that the Law Firm's client for purposes of its representation is the City of Salida, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. Term. It is understood that the City Attorney serves at the pleasure of the Mayor and City Council, and this Agreement shall therefore be for an indefinite term.

4. Performance Review. The parties agree that the performance of the City Attorney may be reviewed by the City Council and City Administrator annually, at the discretion of the City.

5. Designated City Attorney. City Attorney services are generally provided by the Law Firm as a team. Subject to other direction from the City, Nina P. Williams will serve as the designated City Attorney, with Geoff Wilson serving as the principal deputy, and with assistance by Elliott Browning. The City Attorney may delegate certain research, litigation or drafting projects or any other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under her supervision and responsibility.

6. Management. At least quarterly, the City Attorney will confer with the City Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. Compensation and Expenses. The City will compensate Law Firm for professional legal services as indicated below. Expenses such as photo copying will be charged at the rates set forth on the attached "**Schedule of Costs.**"

<u>Attorney</u>	<u>Hourly Municipal Rate</u>	<u>Developer Reimburse Rate</u>
Partners	\$ 225	\$ 250
Special Counsel/Of Counsel	\$ 210	\$ 230
Senior Associate Attorneys	\$ 195	\$ 210
Associate Attorneys	\$ 185	\$ 195
Paralegals/Support staff	\$ 95	\$ 95

a. Other Expenses. In addition to the foregoing hourly rates for legal services fee, The Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, travel, long distance

telephone, computer research, photocopies, scanning, color printer, messenger service, etc. The City shall, upon request of the Law Firm, advance to the Law Firm the payment of any single item of cost that exceeds Five Hundred Dollars (\$500.00). A copy of the “**Schedule of Costs**” is attached hereto.

b. *Monthly Billings.* The Law Firm will bill the City on a regular basis, normally each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.

c. *Rates Generally.* The Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services provided under this agreement for a period of three (3) years from the effective date of this agreement.

8. Billing Statement. The Law Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- a. The date services are provided.
- b. The description of those services.
- c. The legal professional performing those services.
- d. The applicable hourly rate.
- e. The amount of time expended.
- f. A total of the cost of those services.

g. With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

9. Miscellaneous. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.

10. Arbitration. Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

11. Document Retention. The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.

12. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.

13. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto.

14. Prior Agreements. This Agreement shall supercede all prior agreements between the parties concerning the provision of legal services.

15. Signature. THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this 1st day of February, 2022, to be effective as of February 1, 2022.

WILSON WILLIAMS LLP



By:
Nina P. Williams, Partner

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

ATTEST:

By: _____
Erin Kelley, City Clerk

EXHIBIT A

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
5. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
6. **Lodging:** Costs of lodging, when authorized by the City, are passed along at the actual amount paid.
7. **Other Costs:** Other third party costs will be billed to Clients at the same rate the Firm is billed for the third party services.

WILSON WILLIAMS LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their Clients of their policies regarding privacy of Client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this privacy policy. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our Clients with legal services, we collect personal and financial information about our Clients that is not available to the public and which is provided to us by our Clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a Client of Wilson Williams LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

**CHAFFEE COUNTY PROCLAMATION CELEBRATING
KINDNESS IN ACTION MONTH**

**A PROCLAMATION BY A CONSORTIUM OF CARING INDIVIDUALS AND
AGENCIES IN CHAFFEE COUNTY COLORADO, PROCLAIMING FEBRUARY 2022
AS “KINDNESS IN ACTION” MONTH.**

WHEREAS, the City of Salida in Chaffee County, Colorado agrees to recognize February as the official month of kindness, recommending its observance by the people as a period of special attention to the importance of initiating acts of kindness; and

WHEREAS, during these unprecedented times, performing acts of kindness and service has become more essential for our sense of community, protecting our shared well-being, and advancing our return to normalcy; and

WHEREAS, it is important to empower children and inspire adults to be kind to themselves as well as be kind to others; and

WHEREAS, kindness can be spontaneously bestowed in word and deed and in simple recognition of another’s likeness to ourselves and can also be extended to benefit others through dedicated public or private service; and

WHEREAS, school youth projects, business programming, and governmental and non-profit services can encourage acts of kindness and service to others as a healthy, rewarding and empowering action; and

WHEREAS, the City of Salida encourages all Chaffee County residents and visitors to embrace kindness and service through intention and action; and to use “#BeKindChaffee” to share this movement on social media, thus integrating kindness more regularly into our daily lives; and

NOW, THEREFORE, The Salida City Council does hereby proclaim and declare the month of February 2022 as the month of “Kindness in Action” and encourages all county officials, employees, residents, and businesses



CITY COUNCIL ACTION FORM

DEPARTMENT City Clerk	PRESENTED BY Erin Kelley - City Clerk	DATE February 1, 2022
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ITEM

New Hotel and Restaurant Liquor License for The Velveteen dba The Velveteen at 115 G Street.

BACKGROUND

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on November 30, 2021. The Notice of Public Hearing was published on November 3, 2021 and January 21, 2022 in the Mountain Mail and the premises was posted on January 18, 2022.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for The Velveteen dba The Velveteen, conditional upon inspection by both the police and fire departments upon receipt of a Certificate of Occupancy for the structure.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Hotel and Restaurant Liquor License for Shelly Kelley and Ashli Campbell, The Velveteen dba The Velveteen, conditional upon an inspection of the premises by police and fire personnel upon receipt of Certificate of Occupancy for the structure” followed by a second and roll call vote.

Colorado Liquor Retail License Application

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

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
THE VELVETEEN FEIN Number XXXXXXXXXX

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
THE VELVETEEN XXXXXXXXXX 630-346-5152

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
115 G STREET

City County State ZIP Code
SALIDA **CHAFFEE** **CO** **81201**

4. Mailing Address (Number and Street) City or Town State ZIP Code
115 G STREET **SALIDA** **CO** **81201**

5. Email Address
THEVELVETEENSALIDA@GMAIL.COM

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
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<input type="checkbox"/> Application Fee for New License \$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,650.00 <input type="checkbox"/> Application Fee for Transfer \$1,550.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00
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Section B Liquor License Fees*	Liquor License Fees*
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<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	<input checked="" type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
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* Note that the Division will not accept cash

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

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

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Application Documents Checklist and Worksheet


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

Items submitted, please check all appropriate boxes completed or documents submitted

I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
SHERMAN HOTEL, LLC	ASHLI CAMPBELL	9/30/22		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		<input type="checkbox"/> <input type="checkbox"/>		
If "yes" a copy of license must be attached.				

Name	Type of License	Account Number		
<p>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</p>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	<input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>		
<p>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</p>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	<input type="checkbox"/>	<input type="checkbox"/>		
<p>22. Campus Liquor Complex applicants answer the following:</p>				
a. Is the applicant an institution of higher education?	<input type="checkbox"/>	<input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	<input type="checkbox"/>	<input type="checkbox"/>		
<p>23. For all on-premises applicants.</p>				
<p>a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.</p>				
<p>b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.</p>				
Last Name of Manager	First Name of Manager			
<p>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</p>				
	<input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
<p>25. Related Facility - Campus Liquor Complex applicants answer the following:</p>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
<p>26. Tax Information.</p>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	<input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>		
<p>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</p>				
Name	Home Address, City & State	DOB	Position	%Owned
Ashii Campbell	[REDACTED]	[REDACTED]	OWNER	50
Name	Home Address, City & State	DOB	Position	%Owned
Shelly Kelley	[REDACTED]	[REDACTED]	OWNER	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>				

Name Velvetreen	Type of License H&R	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Shelly Kelley/OWNER 50%	Date 11/22/21
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date



12/1/21

Liquor Enforcement Division
PO Box 17087
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Restaurant and Hotel CITY License for The Velveteen dba The Velveteen with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,

Erin Kelley
City Clerk
City of Salida
clerk@cityofsalida.com
719.530.2630



448 East 1st Street, Suite 112
SALIDA, CO 81201

PHONE 719-539-4555
FAX 719-539-5271

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

Pursuant to the Liquor Laws of the State of Colorado, The Velveteen dba The Velveteen, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 115 G Street, Salida, Colorado 81201.

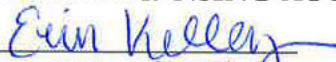
A hearing on the application received November 30, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, February 1, 2022, remotely through the GoToWebinar application via the following direct link:

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

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on February 1, 2022, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY


Erin Kelley, City Clerk

Premises Posted by: January 21, 2022
Publish in Mountain Mail: January 21, 2022

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

Item 8.

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LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted by: January 21, 2022
Published in The Mountain Mail January 21, 2022

NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

The Velvetten dba The Velvetten
115 G Street
Salida, CO 81201

HAS REQUESTED THE LICENSING
OFFICIALS OF City of Salida
TO approve a new Hotel & Restaurant Liquor License
LICENSE AT: 115 G Street

7448 E 1st Street Room 190, Council Chambers
HEARING ON APPLICATION TO BE HELD AT:
at [municode.com/register/6382995264411204366](https://www.municode.com/register/6382995264411204366)

TIME AND DATE: 2/11/22 6:00 pm
DATE OF APPLICATION: 11/30, 2022
BY ORDER OF: City of Salida

OFFICERS:
Shelly Kelley
Ashli Campbell

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

16000 and Beer License Hearing Sign

16A103 BUSINESS INK



Instructions: Please print this document for your records.

Item 8.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 11/3/21

Name: The Velveteen LLC

Address: 115 G Street\n\nSalida, Colorado 81201

Sales Tax Account Number: [REDACTED]

Sales Tax Filing Frequency: Quarterly (Under \$300 in taxes/mo)

Wage Withholding Account Number: [REDACTED]

Wage Withholding Filing Frequency: Quarterly (\$1 to \$6,999/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

Articles of Incorporation

The Velveteen LLC

Created: 11/03/2021

Completed:
11/03/2021

Trade Name



MyBizColorado
Start your new business

Filing Review



Colorado by asking a few questions. / Have you already filed your trade name or business with the Colorado Secretary of State?

YES

Employees

Does your company have employees, or will you have employees in the next 90 days?

YES

Goods or Services

Do you sell and/or rent things, or do you only provide non-taxable services?

I sell or rent taxable things in Colorado

Do you have an existing Sales Tax Account associated with your Business Tax ID? NO

Business Name on Record

Please enter the name of the business on record with the Secretary of State or its ID Number. The Velveteen LLC

LLC Filing

How does your LLC file taxes? / Entity Type Corporation

Do you have an FEIN?

Do you have an FEIN? Please click the "What's This?" link to learn more. YES

Enter FEIN

Please enter your FEIN / FEIN *****

Mailing Address

Mailing Address / Enter the mailing address for your business 115 G St Sherman Hotel Salida, Colorado 81201-2016 USA

Phone Number 6303465152

Physical Colorado location

Do you have a physical location in the state of Colorado for selling or renting of your products? YES

Unemployment Account

Do you already have an unemployment account for your business? NO

Withholding

Do you withhold for any of the following? / I will file wage withholding on W-2 employees YES

I will file wage withholding on 1099 employees NO

I will file withholding on oil/gas income NO

Withholding Account

Do you have an existing Wage Withholding Account associated with your Business Tax ID (FEIN)? NO

Sales Tax Number

Please provide information for every owner or partner / Owner/Partner details

Item 8.

First Name Shelly
Last Name Kelley
Title Partner
SSN or FEIN ****
Mailing Address 1103 G St
Salida, CO 81201-
2317
USA
Phone Number 6303465152

First Name Ashli
Last Name Campbell
Title Partner/Manager
SSN or FEIN ****
Mailing Address 626 Dodge St
Salida, CO 81201-
3304
USA
Phone Number 7194802523

1099-MISC determination

Has the business issued or does it intend to issue IRS Form 1099-MISC to any individual? NO

Unemployment Insurance Eligibility

Is your business considered agricultural?	NO
Is your business a non-profit?	NO
Is your business a part of government?	NO
Is your business considered household domestic?	NO

First Date of Payroll

Earlier you answered YES. I will have employees in the next 90 days. What was (or will be) the first date of payroll in Colorado for your employee(s)? / First payroll date

2021-12-01

Non-wage payments

Has this business compensated, or do you intend to compensate, any Owners, Partners or Officers for services in Colorado? Including any of the following: Wages, Dividends, Bonuses, Draws and/or Disbursements.

YES

Enter Owner/Partner details

Physical Address

Item 8.

Physical Place of Business -
Must be a valid Colorado
address. After you have
entered your business
address please select
"Verify Address" to make
sure the business location
can be validated. This will
avoid delaying the process.
Select the "What's This?"
link for more information /
Principal Address

115 G Street
Salida, Colorado
81201

County Chaffee

Contact Name Shelly Kelley

Phone Number 6303465152

E-mail Address TheVelveteenSalida@gmail.com

Average Number of
Employees at Location 2
(Please enter whole
numbers only)

Do you have worksites?

Do you have additional
worksites in Colorado? No

Special Situations

Is your business considered
to be in one of the following
situations? / Is your
business religious? NO

If you are a Marketplace Facilitator, do you also sell products? NO

Do you sell Alcohol? NO

Do you sell Tobacco? NO

Is business in a Special Taxing district? NO

Do you Rent Vehicles < 30 days? NO

Do you provide Lodging Service < 30 days? NO

Do you sell Prepaid Wireless? NO

Do you sell Medical Marijuana? NO

Do you sell Adult Usage (Recreational) Marijuana? NO

Products and Services Details

List specific products you sell and/or services you provide Food and Drinks

Sales Activity

Please select which option best describes your sales activity. / Sales Activity Retail - Sales

Filing Frequency

Revenue Generation Description

Item 8.

Describe in detail the primary business activity, product, and/or services of your Colorado operation. For example, if you provide consulting or project management services, tell us about the industry or industries of your clients. If your business provides more than one activity, product, or service to customers, tell us which is dominant based on receipts/sales and/or revenue.

Catering

Products and Services Selection

Please answer the following questions related to your business and the sale of specific products. If you have any questions, just click the "What's This?" Link associated with each topic for additional information / Do you sell EXCLUSIVELY through a Marketplace Facilitator?

NO

Are you a Marketplace Facilitator?

NO

Has the owner, partner, or corporate officer of this business entity owned or operated any business in Colorado or does the owner, partner, or corporate officer currently own or operate any other business in Colorado? YES

Other business ownership details

Other Business Details

Legal Business Name Bunny and Clydes

Unemployment Insurance Account Number [REDACTED]

Business FEIN [REDACTED]

W-2 Employee Filing Frequency

How frequently will you file for W-2 employees? Quarterly (\$1 to \$6,999/year)

Company Category

What Category below best fits your company's day to day activity? Accommodation and Food Services

Primary Activity

Please choose the selection below that best fits your company's day to day activity. / Primary Activity Caterers

Have you paid, or do you intend to pay, one or more workers a total of \$1,500 in gross wages during any quarter in the current or preceding calendar year?



Portion of calendar weeks

Have you employed, or do you intend to employ, one or more workers for some portion of a day in 20 different calendar weeks during the current or preceding calendar year (all 20 calendar weeks must occur within the same calendar year)?

NO

Partial employment date

When was, or will be, your employee's first day of work? This date may be 1 year prior to today's date and up to 90 days in the future. / Enter Date

2021-12-01

Other business ownership determination

Filing Frequency / How frequently will you file if sales tax is collected?

Quarterly (Under \$300 in taxes/mo)

Item 8.

First planned day of sales

What is your planned first day of sales? This date may be 1 year prior to today's date and up to 90 days in the future. / First Day of Sales

2021-12-01

Months of Operation

Months of Operation / Is your business seasonal?

NO

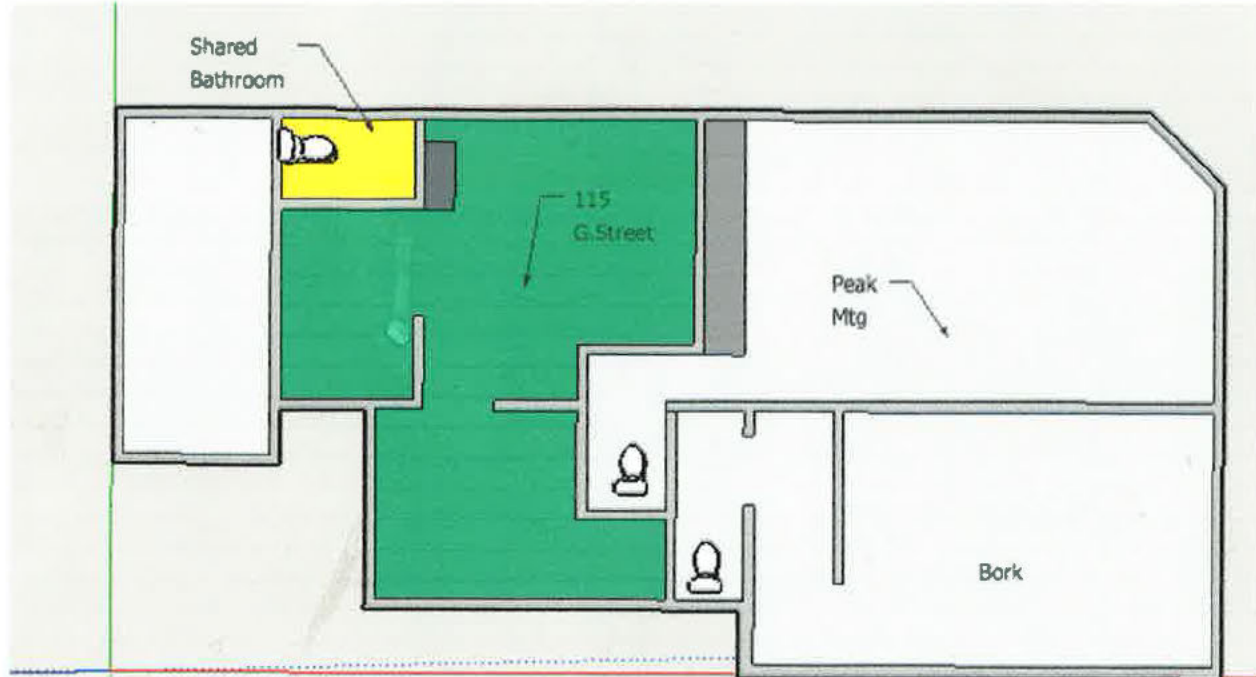
Perjury Statement

YES, I AGREE

Share Feedback?

Commercial Lease Agreement

This Commercial Lease Agreement (the "**Lease**") is entered into and made effective as of **1-OCTOBER-2021 TO 30-SEPTEMBER-2022** (the "Effective Date"), by and between The Sherman Hotel, LLC, a Colorado limited liability company (the "**Landlord**"), and **Ashli Campbell** (the "**Tenant**"), who shall be referred to herein singularly as a "**Party**", and collectively as the "**Parties**."



Recitals

Whereas, Landlord is the owner of that certain commercial real property commonly known as the *The Sherman Hotel*, 123 G Street, Salida, CO 81201 (the "**Property**").

Whereas, Landlord desires to make a portion of the Property, of the Property addressed as **115 G Street**, available for Lease for commercial purposes to Tenant (the "**Leased Premises**"). **Note: Bathroom on premise is shared between yoga studio next door to 115 G st**

Whereas, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental, and upon the covenants, conditions and provisions herein set forth.

Now therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Lease Terms and Conditions

1. Term of Lease

1.1. Initial Term. Landlord hereby leases the Leased Premises to Tenant. Landlords shall give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlords are unable to timely provide the Leased Premises, rent shall abate for the period of delay.

1.2. Renewal Terms. Tenant shall have the unilateral option to renew the Lease, at Tenant's discretion, following the expiration of the Initial Term for an additional one-year term (the "Renewal Term"). Tenant shall exercise any option to renew, if at all, by giving written notice to Landlord of Tenant's election to renew on or before 01-SEP-2021.

2. Rental and Security Deposit

2.1. Rental Rate for Initial Term. Tenant shall pay to Landlord [REDACTED] All rental charges inclusive of all utilities and internet. Tenant shall make monthly rental payments by or before the first day of each month, and be delivered to Landlord through quickbooks invoicing.

The rental payment amount for any partial calendar months, if any, included in the lease term shall be prorated on a daily basis. If Landlord does not receive Tenant's monthly payment by the first day of each month, the parties agree that a 10% late fee shall be added to the monthly rental amount due.

2.2 Rental Rate for the Renewal Term. The parties agree that they shall negotiate in good faith to determine a fair market rate Rental Rate for the Renewal Term. In the event that the parties do not reach an agreement on the Rental Rate for the Renewal Term, the Lease shall terminate at the expiration of the Initial Term.

2.3 Security Deposit. Landlord acknowledges that it is in possession of a security deposit from Tenant, in the amount of [REDACTED]. The parties agree that this amount shall serve as the security deposit for this Lease Agreement.

3. Sublease and Assignment. Tenant is able to lease any portion of the Leased Premises with prior written approval from the Landlord. Tenant agrees that any sublease agreed to between Tenant and a sub-lessee shall conform to all the terms and conditions contained in this Lease.

4. Repairs and Maintenance

4.1 Landlord's Repair and Maintenance Obligations. Unless damage is caused by the negligent conduct of the Tenant, its invitees, sub-lessees, or guests, Landlord's obligations for repairs and maintenance to the Leased Premises shall include:

- the roof, outside walls, and other structural parts of the building
- entrances and sidewalks, including snow and ice the sewer, water pipes, and other

4.2 Tenant's Repair and Maintenance Obligations. The Tenant shall be responsible for regular cleaning and maintenance on the interior of the Leased Premises, including stocking and cleaning of bathrooms and kitchen. Tenant and Landlord acknowledge that Tenant paid to have the Leased Premises professionally cleaned prior to occupancy, and, as such, will not be obligated to have the space professionally cleaned following the termination or expiration of the Lease.

5. Alterations, Improvements and Trade Fixtures

5.1 Alterations and Improvements. Tenant shall make no alterations or improvements to the Leased Premises without written approval of the Landlord.

5.2 Trade Fixtures. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, trade fixtures and temporary installations, exclusive of the alterations and improvements agreed to in Paragraph 5.1 above, shall remain Tenant's property free and clear of any claim by Landlords. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's expense.

5.3 Landlord's Trade Fixtures and Furniture. The parties recognize and agree that certain personal furniture owned by Landlord remains on the Lease Premises. While Tenant may use this personal property during any Term of this Lease, such property shall remain the sole property of Landlord and Tenant shall be responsible for its repair and maintenance during Tenant's occupancy.

6. Property Taxes

Landlords shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlords' personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

7. Insurance

7.1 Landlord's Duty to Insure for Damage. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

7.2 Tenant's Duty to Insure for Liability. Tenant shall maintain a policy or policies of

Premises, or, in the alternative, hereby agrees to indemnify, defend, and hold Landlord harmless for any injuries or claims made as a result of Tenant's use of the Leased Premises.

8. Utilities

Landlord shall pay the following utilities: water, sewer, electric, (this contract includes Internet services) and gas service. Tenant shall be responsible for telephone service for the Leased Premises.

9. Signs

Following Landlord's consent, Tenant shall have the right, at its own cost, to place a sign on the Property in landlord approved location, provided that such a sign is permitted under Landlord's comprehensive sign plan with the City of Salida, and is permitted by other applicable zoning ordinances and other restrictions. Any signage placed on the Property shall remain the property of Tenant.

10. Entry and Inspection

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided that Landlords shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. In non-emergency situations, Landlords shall provide Tenant with 24 hours notice before exercising any right to enter. However, should an emergency arise that threatens to damage the Leased Premises or cause harm to the Tenant or Tenant's business, Landlords shall have the right to enter the Leased Premises immediately.

11. Parking

Landlord provides no parking rights to Tenant under this Lease.

12. Damage and Destruction

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's

13. Default

If Tenant defaults in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations under this Lease, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. Condemnation

If any legally constituted authority condemns the Property, Leased Premises, the building, or any part thereof which makes the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof. Should Landlord sell the Property, the parties hereby agree that the terms and conditions of this Lease shall carry forward, and be binding upon, the next owner.

17. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
THE SHERMAN HOTEL, LLC
Attn: Greg or Cate Kenny

If to Tenant to:

Ashli Campbell

Address: 626 Dodge st

City/State/Zip: Salida co 81201

PH: 719-480-2523

Landlords and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

18. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Successors and Assigns.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective heirs, successors, assigns, and legal representatives.

20. Compliance with Law

Tenant shall comply with all state and local laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

26. Entire Agreement

This Lease is the entire agreement between the parties relating to the subject hereto and terminates and supersedes any and all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

26. Governing Law, Venue and Jury Trial Waiver

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, with venue for any dispute hereunder residing solely in the State Courts located in Chaffee County, Colorado.

EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY SUIT, CLAIM, CAUSE OF ACTION OR OTHER ACTION TO ENFORCE ANY TERM OR CONDITION OF THIS LEASE OR OTHERWISE ARISING OUT OF OR RELATED TO THIS LEASE AND AGREES TO A BENCH TRIAL ONLY.

28. Facsimile/E-mail Signatures. The Parties agree that, with respect to this Lease and all documents referenced herein, the delivery of signatures by facsimile, electronic signature, or e-mail shall be deemed the same as delivery of original signatures.

29. Warranty of Authorities. The Parties to this Lease, and each of them, expressly warrant and represent to the other parties that it has the full right, title and authority to enter into this Lease as provided herein and that no approvals or consents of any other persons, entities or agencies are necessary to effect the same.

30. Attorneys' Fees. In the event any litigation or other proceeding is brought for the interpretation or enforcement of this Lease or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which such party may be entitled.

31. Severability. Any provision of this Lease that is found to be illegal, invalid, prohibited, or unenforceable by a Court of competent jurisdiction does not preclude the validity of any other provision.

32. Parties Have Read Lease. THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES STATE THEY HAVE READ AND THOROUGHLY UNDERSTAND THE PROVISIONS OF THIS LEASE, THEY HAVE HAD THE OPPORTUNITY TO DISCUSS IT WITH COUNSEL, AND THEY ARE EXECUTING IT OF THEIR OWN FREE WILL.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

The Sherman Hotel, LLC, a Colorado limited liability company,

By: DocuSigned by:
Greg Kenny
5596E83F9A2480 Date: 10/27/2021

GREG KENNY, Owner
EMAIL:greg@theshermansalida.com

TENANT:

Ashli Campbell

By: DocuSigned by:
Ashli Campbell Date: 10/3/2021

Velveteen
Space

← 29 Ft →

Back
Door

DOOR →

Velveteen
Space

Base
W/ri
Hdww

Triple
Sink

Door

Front
DOOR ← 16 Ft →

Bathroom



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE February 1, 2022
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ITEM

2022 Compensation and Market Study Analysis

BACKGROUND

As part of the 2022 Annual Budget process that ended in October of 2021, the City was in the midst of performing a study of compensation rates for employees to ensure that the City remains competitive in the marketplace for employee recruitment and retention. Over the past few years, inflationary pressures with members of the workforce combined with increasing cost of living for all employees and residents of mountain communities have combined to force organizations like the City to modify their compensation practices often. Despite a compensation survey having been completed in 2020, the information in that survey was obsolete by the time the 2022 Annual Budget was under development.

In October of 2021, the City of Salida contracted with the firm Lee and Burgess of Denver to perform the compensation survey. Karin Connell, representative of the firm, interviewed staff, reviewed all job descriptions, processed the previous compensation survey, and garnered information from comparable communities to compute an updated survey. Attached to this memo are the results of the Lee and Burgess analysis. With this approach, the goal is to create a compensation plan that is competitive, promotes confidence amongst employees, is sensitive to market changes, and is internally manageable to evolve with the needs of the City of Salida.

In the attached presentation, market pay ranges for each position with the City are analyzed and established. All department heads have reviewed these findings and have signaled that they believe the market rates are correct in our current marketplace. As a baseline, the plan continues to provide for a baseline minimum wage starting at \$15.00 per hour for all employees. The plan includes a 5% increase for all employees at this level to ensure that the lower end of the wage scale continues to progress upward to meet rising costs of living. Overall, across the entire organization, the plan establishes an increase to overall personnel costs of 9%. This amount varies from department to department, but appears to keep each department competitive when it may potentially be looking for recruits to fill open positions. In addition, some departments' percentage of average with the City's comparable communities may exceed 100%; however, it should be noted that this is due to longevity of employees in certain positions that places them above the average cost for employees that are earlier in their careers.

Two of the main driving factors in the increases to employee compensation are the rising costs of goods and services, combined with an exceptionally tight labor market for highly specialized personnel. As noted on page 25 of the report, the Employment Cost Index – Wages and Salaries Only for the United States and the Mountain West stood at a 4.6% increase. As such, the baseline salary adjustment for all employees is 4.6%, with many positions being proposed to be adjusted at rates much higher than this. While this may seem high, inflationary pressures over the last part of 2021 and the beginning of 2022 have been reported at an increase of over 7%.

The bottom-line impact to overall personnel costs can be seen in the spreadsheet on page 11. The spreadsheet shows varying differences among the organizations departments. It is staff's observation that the amounts proposed in the wage pool are very conservative (on the high end) due to a significant amount of employees not meeting the minimum hours anticipated in the study. For example, many lifeguards at the Aquatics Center work only one shift per week; however, employees in this classification were assumed to work more than a minimum shift. This allows the City to be very conservative in our assumptions about total cost to implement the compensation plan. Finance Department staff have



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	February 1, 2022

been working on this and have removed approximately \$140,000 in personnel costs from original drafts of the plan, indicating that there will be additional savings through vacancies, less-experienced employees replacing more experienced ones at a lower starting wage, and lower overall costs through reduced assumptions about minimum hours for every worker in the City organization.

After a lengthy review of the noted positions and the wages needed to keep those positions filled, Finance and Administration staff believes that this compensation plan is not only thorough and can be backed up with analysis, but that it allows the City to remain competitive for both employee retention and employee recruitment. It should be noted that this includes adjusting pay rates backdated to the start of the fiscal year, January 1, 2022.

FISCAL NOTE

As noted on page 11 of the report, the total anticipated wage impact for implementing this plan is \$534,883 for 2022 (with long-term impacts over time). However, it should be noted that this amount is for salaries only, and does not include increased retirement contributions by the employer as well as payroll tax increases. Upon a deeper dive, the total anticipated cost of implementation of this plan is \$607,895 (again, this is the very high end of the potential impact). The 2022 Annual Budget included a placeholder of \$624,000 for salary adjustments, including retirement and payroll tax impacts. The proposed plan is slightly under the budgeted amount and can be implemented within the parameters of the 2022 Annual Budget.

STAFF RECOMMENDATION

Staff believes that this compensation survey and plan has been well-sourced and reviewed by an outside party in a fair and comprehensive manner. While the dollar and percentage increases may appear high to the City's bottom line, the City has seen that inflationary and cost of living increases are pushing employees out of Salida. The City's budget and revenues can absorb the increases with no impacts to projects or priorities within the 2022 Annual Budget and beyond.

In looking at the 2022 Annual Budget, the City made presumptions of 2022 sales tax revenues being flat to the 2021 actual sales tax revenue amounts, which have trended 22% higher than the prior year. While the revenue increases are not anticipated to grow at a similar rate in the future, staff believes that the conservative budgeting for future revenues allows this plan to remain sustainable for the long term. Our analysis also does not include any vacancy savings from open positions, which could amount to as much as \$200,000 annually in reduced costs each year simply due to turnover.

In order to remain competitive for attracting and retaining qualified members of the workforce, staff does believe that the implementation of this plan will keep Salida as an employer of choice going forward.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve the 2022 Compensation and Market Study Analysis Update as well as the expenditure of funds within the 2022 Annual Budget for these purposes", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO

**2021 for 2022 Compensation
and Market Study Update**

January 2022 City Council Presentation

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# Introduction

Lee & Burgess Associates extends a thank you to the City of Salida for engaging it to conduct the 2021/2022 Compensation Market update. We appreciate the opportunity to work with you, the leadership team for the City is a pleasure to work with.

Prior to discussing Salida's 2021/2022 Compensation Plan Market Review and Update, we wanted to outline questions that may arise and offer to answer any additional questions now or in the future. Please contact us at your convenience.

Specifically, an orientation concerning the approach and methods used to establish the comparison market, to analyze the results, and to apply the survey results in updating the City's Compensation and Classification Plan will be included in this discussion.

Questions that may arise are:

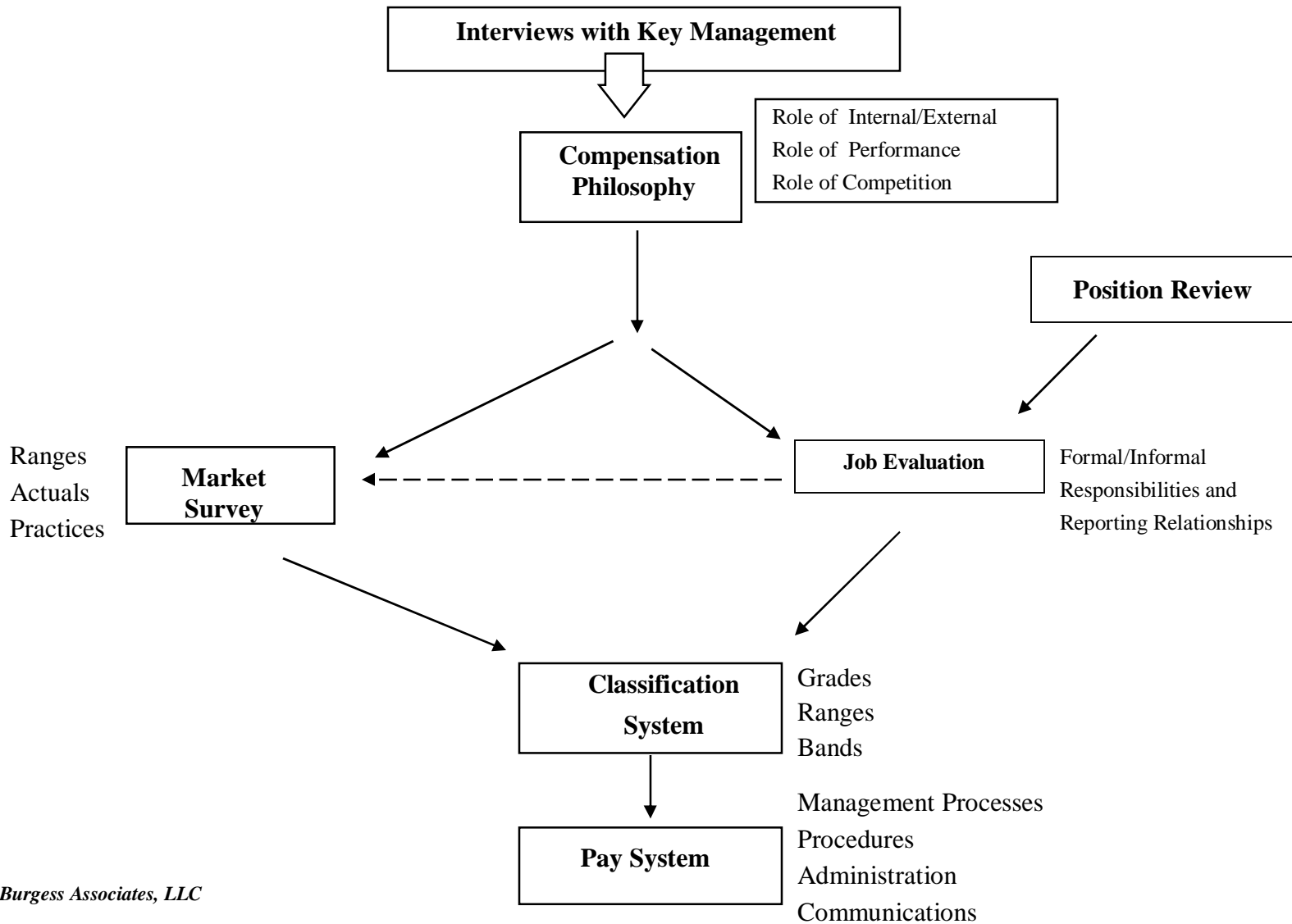
- How were the comparison organizations established?  
Salida has an established comparison group of organizations that it references for comparison. A list of those organization is included.
- How are the jobs/classifications analyzed?  
Jobs and position classifications are analyzed by comparing responsibilities, experience and background requirements to those of the selected comparison organizations.
- How is the survey conducted?  
The survey was conducted using the City's recommended resources of the Colorado Municipal League and the Employers Council 2021 reporting for each selected comparison organization.
- How is the survey data validated?  
Survey data is validated using comparative data from each market data source both for pay levels and pay ranges by organization.
- How are the survey results applied to establish the Compensation Plan?  
The aggregate average actual pay for each survey position establishes the Market Guide (Mid Point) of each range to establish an anchor to the market. Further, internal reporting relationships are examined to help ensure that the organization integrity is maintained.

## What has been Addressed for 2022?

- Pay system concerns – All departments were reviewed and updated. We were asked to pay particular attention to the following departments that have encountered some concerns during the past; **Fire** was updated to recognize the standard 2756 hour schedule with 238 mandatory hours of overtime per year; **Police** was reviewed to recognize the highly competitive market experienced currently and in the past several years; and **Parks & Recreation and Arts & Culture** part-time positions were recognized to the fullest extent possible examining rates of pay and reflecting new classifications for many positions.
- Internal and external pay practices – Were reviewed among comparison organizations and compared to the City's. Internal pay practices were examined to ensure that Colorado minimum wage requirements for 2022 were met in all jobs and that any compression concerns were either resolved by the applied survey results or were not present.
- Organization demographics – Salida's organization was reviewed across the City to ensure that reporting relationships within departments as well as comparable jobs were analyzed in relation to the city as a whole.
- External market competition – Salida's external market has multiple levels of competition depending on the position as well as the changes that have occurred as a result of the pandemic's demographic influence within Colorado. For Example: Department Head positions were classified based on the selected comparison group survey results. Also, these positions as well as others were reviewed in relation to state wide pay levels to look at the broader market that would or could be the audience for recruitment and retention.

**Results: Market Pay that is competitive, promotes confidence among employees, is sensitive to market changes and a plan that can be managed internally evolving with the Salida's needs.**

# Compensation Plan Design



## How were Comparison Organizations Selected?

- The City of Salida provided a list of comparable organizations with similar organization reporting relationships and management demands/direction that it has previously used to conduct market studies
- These organizations are within the City's geographic area and some have similar characteristics of recreation amenities and resort influence
  - Geographically situated within the Salida area of influence in Colorado
  - Organizations that compete in recruitment – this differs based on the job
  - County seats and municipalities that influence the area and/or have similar demands
- **No** private sector organizations were included in this market study.
  - In those instances where private organizations would be selected based on job disciplines, we recognize that private sector organizations do not have competitive matches for many of the jobs within the municipality although private sector does influence the market in general

## **Municipalities Selected for Comparison by Salida**

### **County Seats:**

- **Alamosa**
- **Canon City**
- **Cortez**
- **Delta**
- **Glenwood Springs**
- **Gunnison**
- **Montrose**
- **Pagosa Springs**

### **Municipalities of Influence:**

- Buena Vista**
- Carbondale**
- Estes Park**
- Frisco**
- Fruita**
- Manitou Springs**
- Rifle**
- Woodland Park**

## **COUNTIES Selected for Comparison -- None**

### **Regional Operations & Influence**

Although Counties have an influence on pay levels of the municipalities located within their Counties, generally municipalities tend to follow relatively closely in pay for comparable positions. The differences in mandated programs and organization requirements tend to differentiate job matches and in some case pay practices.

## How are the Results applied to establish the Pay Ranges, Pay Plan?

- Establish the appropriate market grouping/stratification for identifying the Market Guide anchor by job
  - Where do departing employees go?
  - Where are new employees recruited from?
  - What is the level of the job in the City organization?
  - What is the reporting relationship within the City?
  
- Develop the market based salary range plan – Salida’s plan reports a range for each position within the City. Market differences between levels of jobs in the market in relationship to Salida’s jobs and reporting relationships were validated within each department and across the City
  
- Compile blended jobs using % of time devoted to each function – Establish blended market guide for classification Example: Deputy City Clerk/Municipal Court Clerk (two separate jobs)
  
- Salida’s classifications reflect the market for each position; therefore, the job responsibilities and organizational reporting relationships define the pay plan. New titles are proposed as appropriate based on responsibilities of the job

# Market Guide Pay Structure Model for the Pay Ranges



- ✓ **Market Guide:** Reports the aggregate average actual reported pay of the current market for a given position and serves as the Organization's anchor to the selected comparison market.

Determined based on the aggregate market average actual pay for a given position validated by the market median for the same position.

- ✓ **Progression:** Annual progression is based on sustained performance.
- ✓ **Market Guide Designation:** Range Mid Point.
- ✓ **Market Guide Determination:** Competitive pay by position with selected market.
- ✓ **Range Minimum:** Mathematical computation based on Market.

# Overview

- Proposed 2022 Market Pay Projections – Executive Summary
- City of Salida Base Pay Ranges – Reported by Department

**City of Salida Colorado**  
 2021/2022 Base Pay Planning Analysis and Projections  
**Executive Summary -- Proposed 2022 Market Pay Projections**

| Department Title                       | 2021                           |                                     | 2022                                   |                                      |                                                           | Dept. Base Pay Market Position | Annualized 2022 Adjusted Total Base Pay | Total Base Pay % Change 2021 to 2022 |
|----------------------------------------|--------------------------------|-------------------------------------|----------------------------------------|--------------------------------------|-----------------------------------------------------------|--------------------------------|-----------------------------------------|--------------------------------------|
|                                        | Annual Year End Total Base Pay | Year End Total Hourly Rate per Hour | Annual Total Cost to NEW Range Minimum | Projected Market Base Rate Adj'stmnt | Projected Total 2022 Adjusted Annual Base Rate Adjustment |                                |                                         |                                      |
| <b>Administration</b>                  | \$644,276                      | \$309.75                            | (a) \$0.00                             | (b) \$39,563                         | (a+b)=Change \$39,563                                     | 101.5%                         | \$683,839                               | 6.1%                                 |
| Includes:<br>City Clerk & Finance      |                                |                                     |                                        |                                      |                                                           |                                |                                         |                                      |
| <b>Community Development</b>           | 271,145                        | \$130.36                            | \$0.00                                 | \$21,429                             | \$21,429                                                  | 98.5%                          | \$292,574                               | 7.9%                                 |
| <b>Arts and Culture</b>                | \$321,502                      | \$355.04                            | \$1,809.43                             | \$27,042                             | \$28,851                                                  |                                | \$350,354                               | 9.1%                                 |
| Full Time Classified 2080 Hrs Wk       | \$182,510                      | \$87.75                             | \$0.00                                 | \$16,050                             | \$16,050                                                  | 98.5%                          | \$198,560                               | 8.8%                                 |
| Part Time Classified .25 FTE-520 Hrs   | \$102,516                      | \$197.15                            | \$1,809.43                             | \$9,168                              | \$10,977                                                  | na                             | \$113,493                               | 10.7%                                |
| Part Time UnClassified .25 FTE-520 Hrs | \$36,477                       | \$70.15                             | na                                     | \$1,824                              | \$1,824                                                   | na                             | \$38,300                                | 5.0%                                 |
| <b>Fire Department</b>                 | 2756 Hours Values<br>\$998,797 | \$390.21                            | \$13,365.00                            | \$97,742                             | \$111,107                                                 | 103.9%<br>incl. 238hrs OT      | 2756 Hours Values<br>\$1,109,903        | 11.12%                               |
| <b>Parks &amp; Recreation</b>          | \$1,203,665                    | \$1,330.39                          | \$6,947.59                             | \$82,967                             | \$89,915                                                  |                                | \$1,293,580                             | 7.5%                                 |
| Full Time Classified 2080 Hrs Wk       | \$682,481                      | \$328.12                            | \$6,813.16                             | \$56,874                             | \$63,687                                                  | 95.0%                          | \$746,168                               | 9.3%                                 |
| Part Time Classified .25 FTE-520 Hrs   | \$163,416                      | \$314.26                            | \$134.43                               | \$8,206                              | \$8,340                                                   | na                             | \$171,756                               | 5.1%                                 |
| Part Time UnClassified .25 FTE-520 Hrs | \$357,768                      | \$688.02                            | na                                     | \$17,888                             | \$17,888                                                  | na                             | \$375,656                               | 5.0%                                 |
| <b>Police Department</b>               | \$1,401,025                    | \$673.57                            | \$16,953.33                            | \$139,220                            | \$156,173                                                 | 97.0%                          | \$1,557,199                             | 11.15%                               |
| <b>Public Works</b>                    | \$1,112,514                    | \$534.86                            | \$12,195.03                            | \$75,650                             | \$87,845                                                  | 104.4%                         | \$1,200,359                             | 7.9%                                 |
| Includes:<br>Public Works & Utilities  |                                |                                     |                                        |                                      |                                                           |                                |                                         |                                      |
| <b>City of Salida Total</b>            | \$5,952,925                    | \$3,724.18                          | \$51,270.38                            | \$483,613                            | \$534,883                                                 |                                | \$6,487,808                             | 9.0%                                 |

**City of Salida Colorado**  
 2021/2022 Base Pay Planning Analysis and Pay Range Projections  
**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                          | 2022 Pay Range                                      |                               |               |                      |                               |                      |                         |
|------------------------------------------------|-----------------------------------------------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                | Range Minimum                                       | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Administration -- Full-time Position</b>    |                                                     |                               |               |                      |                               |                      |                         |
| City Administrator                             | \$112,229                                           | \$140,286                     | \$168,343     | \$53.96              | \$67.45                       | \$80.93              | 50%                     |
| Director of Finance                            | \$87,806                                            | \$109,758                     | \$131,710     | \$42.21              | \$52.77                       | \$63.32              | 50%                     |
| Human Resources Director                       | \$71,113                                            | \$88,891                      | \$106,669     | \$34.19              | \$42.74                       | \$51.28              | 50%                     |
| City Clerk                                     | \$66,556                                            | \$83,195                      | \$99,834      | \$32.00              | \$40.00                       | \$48.00              | 50%                     |
| Assistant Finance Director                     | \$62,394                                            | \$77,993                      | \$93,592      | \$30.00              | \$37.50                       | \$45.00              | 50%                     |
| Staff Accountant                               | \$51,900                                            | \$64,875                      | \$77,850      | \$25.99              | \$31.19                       | \$38.99              | 50%                     |
| Human Resources Coordinator                    | \$48,304                                            | \$57,965                      | \$67,625      | \$23.22              | \$27.87                       | \$32.51              | 40%                     |
| Court Clerk/Asst Dpty City Clerk               | \$46,518                                            | \$55,821                      | \$65,125      | \$22.36              | \$26.84                       | \$31.31              | 40%                     |
| Administrative Coordinator                     | \$43,913                                            | \$52,695                      | \$61,478      | \$21.11              | \$25.33                       | \$29.56              | 40%                     |
| Municipal Court Clerk                          | \$42,548                                            | \$51,058                      | \$59,567      | \$20.46              | \$24.55                       | \$28.64              | 40%                     |
| Administrative Assistant                       | \$33,306                                            | \$39,967                      | \$46,628      | \$16.01              | \$19.21                       | \$22.42              | 40%                     |
| Management Fellow Internship                   | This position is not classified                     |                               |               |                      |                               |                      |                         |
| <b>Administration -- Part-time Position</b>    |                                                     |                               |               |                      |                               |                      |                         |
| Video Tech                                     | \$41,942                                            | \$50,330                      | \$58,719      | \$20.16              | \$24.20                       | \$28.23              | 40%                     |
| <b>City Council -- Elected -- Unclassified</b> |                                                     |                               |               |                      |                               |                      |                         |
| Mayor                                          | This position is not classified -- Elected Official |                               |               |                      |                               |                      |                         |
| Council                                        | This position is not classified -- Elected Official |                               |               |                      |                               |                      |                         |

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.

All Rates of Pay are calculated using 2080 hours per year.

Data Source: Detail provided by Heather Wright, as of October 12, 2021

**City of Salida Colorado**

2021/2022 Base Pay Planning Analysis and Pay Range Projections

**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                                                                                   | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|---------------------------------------------------------------------------------------------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                                                                         | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Arts and Culture -- 000040</b>                                                                       |                |                               |               |                      |                               |                      |                         |
| Arts & Culture Director                                                                                 | \$71,566       | \$89,457                      | \$107,349     | \$34.41              | \$43.01                       | \$51.61              | 50%                     |
| Arts & Culture Supervisor                                                                               | \$49,495       | \$59,394                      | \$69,293      | \$23.80              | \$28.55                       | \$33.31              | 40%                     |
| Administrative Coordinator                                                                              | \$43,913       | \$52,695                      | \$61,478      | \$21.11              | \$25.33                       | \$29.56              | 40%                     |
| <b>Part-time Work Schedules</b> <span style="color: blue;">The ranges below = 2080 annual hours.</span> |                |                               |               |                      |                               |                      |                         |
| Events Coordinator II                                                                                   | \$44,033       | \$52,839                      | \$61,646      | \$21.17              | \$25.40                       | \$29.64              | 40%                     |
| Events Coordinator I                                                                                    | \$40,960       | \$49,152                      | \$57,344      | \$19.69              | \$23.63                       | \$27.57              | 40%                     |
| Audio Video Technician                                                                                  | \$41,942       | \$50,330                      | \$58,719      | \$20.16              | \$24.20                       | \$28.23              | 40%                     |
| Facility Worker II                                                                                      | \$34,394       | \$41,273                      | \$48,152      | \$16.54              | \$19.84                       | \$23.15              | 40%                     |
| Facility Worker I                                                                                       | \$31,995       | \$38,394                      | \$44,792      | \$15.38              | \$18.46                       | \$21.53              | 40%                     |

Bartender

Hourly Rates were compared with market rates by position -- All Salida rates are at or slightly above the average actual reported rates across Colorado.  
 The minimum hourly rate for 2022 is \$ 9.54 (Tipped) which is the required minimum for this position.

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.

All Rates of Pay are calculated using 2080 hours per year.

Data Source: Detail provided by Heather Wright, as of October 12, 2021

**City of Salida Colorado**  
 2021/2022 Base Pay Planning Analysis and Pay Range Projections  
**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|-----------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                       | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |

**Community Development -- 000016**

|                             |          |           |           |         |         |         |     |
|-----------------------------|----------|-----------|-----------|---------|---------|---------|-----|
| Director, Community Dvl'mpt | \$88,354 | \$110,442 | \$132,530 | \$42.48 | \$53.10 | \$63.72 | 50% |
| Senior Planner              | \$66,578 | \$83,223  | \$99,868  | \$32.01 | \$40.01 | \$48.01 | 50% |
| Planner                     | \$54,299 | \$67,874  | \$81,449  | \$26.11 | \$32.63 | \$39.16 | 50% |
| Planning Technician         | \$42,262 | \$50,715  | \$59,167  | \$20.32 | \$24.38 | \$28.45 | 40% |

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.  
 All Rates of Pay are calculated using 2080 hours per year.

Data Source: Detail provided by Heather Wright, as of October 12, 2021

**City of Salida Colorado**  
 2021/2022 Base Pay Planning Analysis and Pay Range Projections  
**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                                                    | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|--------------------------------------------------------------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                                          | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Fire Department -- Uniformed 2080 Annual Base Hours -- 000022</b>     |                |                               |               |                      |                               |                      |                         |
| Fire Chief                                                               | \$91,010       | \$113,763                     | \$136,515     | \$43.75              | \$54.69                       | \$65.63              | 50%                     |
| Asst Fire Chief                                                          | \$79,139       | \$98,924                      | \$118,709     | \$38.05              | \$47.56                       | \$57.07              | 50%                     |
| Fire Inspector                                                           | \$55,170       | \$66,204                      | \$77,238      | \$26.52              | \$31.83                       | \$37.13              | 40%                     |
| <b>Fire Department -- Uniformed 2756 Annual Base Hours -- 000022</b>     |                |                               |               |                      |                               |                      |                         |
| Fire Captain                                                             | \$71,555       | \$89,444                      | \$107,333     | \$25.96              | \$32.45                       | \$38.95              | 50%                     |
| Senior Firefighter                                                       | \$64,195       | \$77,034                      | \$89,873      | \$23.29              | \$27.95                       | \$32.61              | 40%                     |
| Firefighter                                                              | \$48,638       | \$58,365                      | \$68,093      | \$17.65              | \$21.18                       | \$24.71              | 40%                     |
| <b>Fire Department -- Non-Uniformed 2080 Annual Base Hours -- 000022</b> |                |                               |               |                      |                               |                      |                         |
| Administrative Coordinator                                               | \$43,913       | \$52,695                      | \$61,478      | \$21.11              | \$25.33                       | \$29.56              | 40%                     |

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.

All Fire Fighter Hourly Rates of Pay are calculated using 2756 hours (DOL 106 hrs/PP).

Data Source: Detail provided by Heather Wright, as of October 12, 2021

**City of Salida Colorado**  
 2021/2022 Base Pay Planning Analysis and Pay Range Projections  
**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                                                 | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|-----------------------------------------------------------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                                       | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Parks and Recreation Division -- Pool and Recreation -- 000051</b> |                |                               |               |                      |                               |                      |                         |
| Parks & Recreation Director                                           | \$84,112       | \$105,140                     | \$126,168     | \$40.44              | \$50.55                       | \$60.66              | 50%                     |
| Recreation & Aquatics Manager                                         | \$59,933       | \$74,916                      | \$89,899      | \$28.81              | \$36.02                       | \$43.22              | 50%                     |
| Facilities Supervisor                                                 | \$53,058       | \$66,323                      | \$79,588      | \$25.51              | \$31.89                       | \$38.26              | 50%                     |
| SHSAC Supervisor                                                      | \$48,541       | \$58,249                      | \$67,957      | \$23.34              | \$28.00                       | \$32.67              | 40%                     |
| Parks and Rec Coordinator                                             | \$46,230       | \$55,476                      | \$64,722      | \$22.23              | \$26.67                       | \$31.12              | 40%                     |
| Administrative Coordinator                                            | \$43,913       | \$52,695                      | \$61,478      | \$21.11              | \$25.33                       | \$29.56              | 40%                     |
| SHSAC Administrative Coordinato                                       | \$33,305       | \$39,967                      | \$46,628      | \$16.01              | \$19.21                       | \$22.42              | 40%                     |
| Lifeguard III                                                         | \$28,119       | \$33,743                      | \$39,367      | \$13.52              | \$16.22                       | \$18.93              | 40%                     |

Continued -- See next Page

**City of Salida Colorado**

2021/2022 Base Pay Planning Analysis and Pay Range Projections

**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                                                 | 2022 Pay Range                                                                                                                                           |                               |               |                      |                               |                      |                         |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                                       | Range Minimum                                                                                                                                            | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Parks and Recreation Division -- Pool and Recreation -- 000051</b> |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
| <b>Part-time Work Schedules</b>                                       |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
|                                                                       | The ranges below = 2080 annual hours.                                                                                                                    |                               |               |                      |                               |                      |                         |
| Parks & Rec Worker (Entry Level)                                      | \$26,208                                                                                                                                                 | \$31,450                      | \$36,691      | \$12.60              | \$15.12                       | \$17.64              | 40%                     |
| Parks & Rec Representative                                            | \$26,208                                                                                                                                                 | \$31,450                      | \$36,691      | \$12.60              | \$15.12                       | \$17.64              | 40%                     |
| Custodian                                                             | \$29,287                                                                                                                                                 | \$35,145                      | \$41,002      | \$14.08              | \$16.90                       | \$19.71              | 40%                     |
| Front Desk Clerk 2                                                    | \$26,447                                                                                                                                                 | \$31,736                      | \$37,025      | \$12.71              | \$15.26                       | \$17.80              | 40%                     |
| Front Desk                                                            | \$26,447                                                                                                                                                 | \$31,736                      | \$37,025      | \$12.71              | \$15.26                       | \$17.80              | 40%                     |
| Instructor                                                            | Hourly Rates were compared with market rates by position -- All Salida rates are at or slightly above the average actual reported rates across Colorado. |                               |               |                      |                               |                      |                         |
| Lifeguard                                                             | The minimum hourly rate for 2022 is \$ 12.56 which is the required minimum for these positions.                                                          |                               |               |                      |                               |                      |                         |
| Lifeguard II                                                          |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
| Umpire                                                                |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
| Parks & Rec Facilities Lead                                           | \$36,863                                                                                                                                                 | \$44,236                      | \$51,609      | \$17.72              | \$21.27                       | \$24.81              | 40%                     |
| Recreation Assistant                                                  | \$26,208                                                                                                                                                 | \$31,450                      | \$36,691      | \$12.60              | \$15.12                       | \$17.64              | 40%                     |
| <b>Seasonal Part-time Positions</b>                                   |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
| Umpire                                                                | Hourly Rates were compared with market rates by position -- All Salida rates are at or slightly above the average actual reported rates across Colorado. |                               |               |                      |                               |                      |                         |
| Instructor                                                            | The minimum hourly rate for 2022 is \$ 12.56 which is the required minimum for these positions.                                                          |                               |               |                      |                               |                      |                         |
| <b>Temporary Part-time Positions</b>                                  |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
| Instructor                                                            |                                                                                                                                                          |                               |               |                      |                               |                      |                         |
| Lifeguard II                                                          |                                                                                                                                                          |                               |               |                      |                               |                      |                         |

Continued -- See next Page

**City of Salida Colorado**

2021/2022 Base Pay Planning Analysis and Pay Range Projections

**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                                                                                   | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|---------------------------------------------------------------------------------------------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                                                                         | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Parks and Recreation Division -- Parks Department</b>                                                |                |                               |               |                      |                               |                      |                         |
| Parks & Facilities Manager                                                                              | \$58,236       | \$72,795                      | \$87,354      | \$28.00              | \$35.00                       | \$42.00              | 50%                     |
| Parks Supervisor                                                                                        | \$50,567       | \$63,209                      | \$75,851      | \$24.31              | \$30.39                       | \$36.47              | 50%                     |
| Mechanic                                                                                                | \$50,648       | \$60,778                      | \$70,908      | \$24.35              | \$29.22                       | \$34.09              | 40%                     |
| Municipal Worker 4                                                                                      | \$50,505       | \$60,606                      | \$70,707      | \$24.28              | \$29.14                       | \$33.99              | 40%                     |
| Municipal Worker III                                                                                    | \$42,720       | \$51,264                      | \$59,808      | \$20.54              | \$24.65                       | \$28.75              | 40%                     |
| Municipal Worker II                                                                                     | \$35,869       | \$43,043                      | \$50,217      | \$17.24              | \$20.69                       | \$24.14              | 40%                     |
| <b>Part-time Work Schedules</b> <span style="color: blue;">The ranges below = 2080 annual hours.</span> |                |                               |               |                      |                               |                      |                         |
| Custodian                                                                                               | \$29,287       | \$35,145                      | \$41,002      | \$14.08              | \$16.90                       | \$19.71              | 40%                     |
| <b>Seasonal Part-time Positions</b>                                                                     |                |                               |               |                      |                               |                      |                         |
| Parks Seasonal                                                                                          | \$26,208       | \$31,450                      | \$36,692      | \$12.60              | \$15.12                       | \$17.64              | 40%                     |

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.

All Rates of Pay are calculated using 2080 hours per year.

Data Source: Detail provided by Heather Wright, as of October 12, 2021

**City of Salida Colorado**  
 2021/2022 Base Pay Planning Analysis and Pay Range Projections  
**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                                           | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|-----------------------------------------------------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                                                 | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Police Department Sworn Officers -- 000021</b>               |                |                               |               |                      |                               |                      |                         |
| Police Chief                                                    | \$94,701       | \$118,376                     | \$142,051     | \$45.53              | \$56.91                       | \$68.29              | 50%                     |
| Commander                                                       | \$74,725       | \$93,406                      | \$112,088     | \$35.93              | \$44.91                       | \$53.89              | 50%                     |
| Police Sergeant                                                 | \$63,442       | \$79,302                      | \$95,163      | \$30.50              | \$38.13                       | \$45.75              | 50%                     |
| Patrol Officer I, Detective                                     | \$57,944       | \$72,430                      | \$86,916      | \$27.86              | \$34.82                       | \$41.79              | 50%                     |
| Patrol Officer II                                               | \$56,422       | \$67,706                      | \$78,990      | \$27.13              | \$32.55                       | \$37.98              | 40%                     |
| Patrol Officer III                                              | \$52,486       | \$62,983                      | \$73,480      | \$25.23              | \$30.28                       | \$35.33              | 40%                     |
| <b>Police Department Non-Sworn Civilian Positions -- 000021</b> |                |                               |               |                      |                               |                      |                         |
| Administrative Coordinator                                      | \$43,913       | \$52,695                      | \$61,478      | \$21.11              | \$25.33                       | \$29.56              | 40%                     |
| Community Service Officer                                       | \$40,800       | \$48,959                      | \$57,119      | \$19.62              | \$23.54                       | \$27.46              | 40%                     |
| Police Records Technician                                       | \$39,501       | \$47,401                      | \$55,301      | \$18.99              | \$22.79                       | \$26.59              | 40%                     |

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.

All Rates of Pay are calculated using 2080 hours per year.

Data Source: Detail provided by Heather Wright, as of October 12, 2021

**City of Salida Colorado**

2021/2022 Base Pay Planning Analysis and Pay Range Projections

**2022 Range Structure**

Descending Sequence: Annual 2022 Market Guide Level

| Job Title Description                    | 2022 Pay Range |                               |               |                      |                               |                      |                         |
|------------------------------------------|----------------|-------------------------------|---------------|----------------------|-------------------------------|----------------------|-------------------------|
|                                          | Range Minimum  | Annual Market Guide/Mid Point | Range Maximum | Hourly Range Minimum | Hourly Market Guide Mid Point | Hourly Range Maximum | (a) 2022 Rng Min to Max |
| <b>Public Works -- Department 000030</b> |                |                               |               |                      |                               |                      |                         |
| Public Works Director                    | \$86,023       | \$107,529                     | \$129,035     | \$41.36              | \$51.70                       | \$62.04              | 50%                     |
| Senior Construction Inspector            | \$63,166       | \$78,958                      | \$94,750      | \$30.37              | \$37.96                       | \$45.55              | 50%                     |
| WWTP Plant Manager                       | \$62,751       | \$78,438                      | \$94,126      | \$30.17              | \$37.71                       | \$45.25              | 50%                     |
| Water Plant Manager                      | \$59,791       | \$74,739                      | \$89,686      | \$28.75              | \$35.93                       | \$43.12              | 50%                     |
| Streets Supervisor                       | \$55,531       | \$69,414                      | \$83,297      | \$26.70              | \$33.37                       | \$40.05              | 50%                     |
| Utilities Supervisor                     | \$52,610       | \$65,762                      | \$78,915      | \$25.29              | \$31.62                       | \$37.94              | 50%                     |
| Enginr/GIS Tech                          | \$52,123       | \$62,547                      | \$72,972      | \$25.06              | \$30.07                       | \$35.08              | 40%                     |
| Construction Inspector                   | \$51,696       | \$62,035                      | \$72,374      | \$24.85              | \$29.82                       | \$34.80              | 40%                     |
| Mechanic                                 | \$50,648       | \$60,778                      | \$70,907      | \$24.35              | \$29.22                       | \$34.09              | 40%                     |
| Municipal Worker 4                       | \$50,505       | \$60,606                      | \$70,707      | \$24.28              | \$29.14                       | \$33.99              | 40%                     |
| Class B Operator - Wtr/WWtr              | \$46,161       | \$55,393                      | \$64,625      | \$22.19              | \$26.63                       | \$31.07              | 40%                     |
| Administrative Coordinator               | \$43,913       | \$52,695                      | \$61,478      | \$21.11              | \$25.33                       | \$29.56              | 40%                     |
| Municipal Worker III                     | \$42,720       | \$51,264                      | \$59,807      | \$20.54              | \$24.65                       | \$28.75              | 40%                     |
| Class C Operator - Wtr/WWtr              | \$41,073       | \$49,287                      | \$57,502      | \$19.75              | \$23.70                       | \$27.64              | 40%                     |
| <b>Positions without Incumbents</b>      |                |                               |               |                      |                               |                      |                         |
| Municipal Worker II                      | \$35,869       | \$43,043                      | \$50,217      | \$17.24              | \$20.69                       | \$24.14              | 40%                     |
| Class A Operator                         | \$51,739       | \$62,087                      | \$72,435      | \$24.87              | \$29.85                       | \$34.82              | 40%                     |
| Class D Operator                         | \$35,616       | \$42,739                      | \$49,862      | \$17.12              | \$20.55                       | \$23.97              | 40%                     |

Note:

(a) Percent difference between Range Minimum and Maximum reflect the reported selected market trends.

All Rates of Pay are calculated using 2080 hours per year.

Data Source: Detail provided by Heather Wright, as of October 12, 2021

## Approach Used -- Summary

- Reviewed philosophy and history of the organization
- Secured current information on all positions in the study
- Reviewed and validated, as needed, position content for use in the survey
- Used Salida's established comparison organizations, as requested
- Secured selected market data for comparison and analyses
- Conducted analysis of pay, pay policies and practices
- Developed pay plan recommendations

# Goals of the Market Review -- Summary

- ✓ A pay plan that Senior Management and Department Heads can work with to establish practices and guidelines for the future.
- ✓ A plan that is an interactive (not rigid) management tool for responding to evolving needs -- retaining current employees, rewarding contributions to the City, and attracting new employees.
- ✓ Pay processes that evolve with refined planning and evaluation.  
For Example: Define a method to classify Fire Fighter positions that is easily communicated, functional and more readily comparable to the comparison market – the current approach has evolved over time.

# What Was Implemented before and Updated for 2022 and Beyond

- ✓ A pay plan that Senior Management and Department Heads can work with to establish practices and guidelines for the future.
- ✓ An economically feasible plan that recognizes job responsibility and accomplishment while budgetary considerations are taken into account.
- ✓ A plan that is an interactive (not rigid) management tool for responding to evolving needs -- retaining current employees, rewarding contributions to the organization, and attracting new employees.
- ✓ Pay processes that evolve with refined planning and evaluation.

# The Updated Compensation Plan

- Establishes a framework for consistent pay administration and communication
- Responds to management and organization needs
- Recognizes Salida's market orientation concerning pay
- Establishes market linkages by job that are easily identified
- Provides administrative methodology by position for each department

## Future Advantages:

- Refines the City's structure with the breadth and depth to respond to growth and change
- Revalidates/updates Salida's systematic approach for managing pay

# What are some of Market Study Findings ?

- ❖ The majority of Salida's classifications needed to be updated based on the 2021/2022 pay practices reported by selected comparison organizations. The Pay Ranges included with this report show the changes in "market guide/rate" based on the differences in the 2021 market rates and the projected 2022 market for all positions that were classified in 2021.
- ❖ Lee & Burgess created new ranges for all classified positions to provide a standard base for citywide use moving forward. We applied the aggregate market average actual rate of the selected comparison market survey results by job to compile a range for each job that is representative of the market. Conservatively acknowledging 2021/2022 economic pressures, we determined, based on the level of change reported in the market, that no aging adjustment was necessary to establish the new basis for 2022, however, market monitoring should and will continue going forward. Minimum to maximum range values were refined slightly, senior positions are classified in ranges that show a 50% difference from minimum to maximum and professional/technical, administrative, operations positions represent the comparison market practices with ranges that are 40% difference from minimum to maximum.
- ❖ Current nationwide economic pressures, reported by the Bureau of Labor Statistics as of year-end 2021 of Total CPI-U 7.1% from 12/2020 to 12/2021 and CPI-U less food (7.1% increase) and energy (31.2% increase) is 5.5% from 12/2020 to 12/2021. The Bureau of Labor Statistics plans to report ECI for 2021 on January 28, 2022. As of end 3<sup>rd</sup> Quarter 2021, ECI (Employment Cost Index-Wages and Salaries Only) was at 4.6% in both the United States and the Mountain West in correlation with Total CPI-U West of 5.3% and CPI-U United States of 5.4%.  
CONSIDERSTION: With these levels of economic pressures, we will continue to monitor quarterly trends as well as the adjustments given in Salida's group of selected comparison organizations and keep you informed of any significant changes.

Continued

*Lee & Burgess Associates, LLC*

# What are some of Market Study Findings ?

- ❖ The City is recognizing selected comparison market trends that have occurred during the 2019-2020-2021 time frame. Therefore, some of the changes are greater than one would expect while others have tracked relatively steadily with the market which was an expected outcome. For Example: Public Works did not report any positions that were out of the market range; however, the department as a whole shows a 13.3% change in the market guide/rate from 2021 to 2022.
- ❖ Some of the positions that were new to the market update (previously unclassified) were below competitive pay levels increasing departmental budget recommendation above levels that may have been previously forecast.
- ❖ Conservative pay management prior to and during the limitations imposed by the first two years of the Covid pandemic coupled with aggressive changes in certain disciplines – Fire (25.9%), Police (19.1%), Parks & Recreation (No Measure due to Part-time) and Administrative Support (24.6%) -- have resulted in **pay levels** that were under Market. While longer term employees' pay levels were within the market range even with upward market guide/rate range adjustments because in most cases pay for the position was above the 2021 market rate based on long term service with the City.
- ❖ **Next Steps** – Approval/Implementation the 2022 Plan Update

*CITY OF SALIDA, COLORADO*

**2021 for 2022 Compensation  
and Market Study Update**

**January 2022 City Council Presentation**  
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Thank You

Lee & Burgess Associates, LLC



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE February 1, 2022
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ITEM

Resolution 2022-03 Accepting a Grant Award from the Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics for Runway Pavement Maintenance at Harriet Alexander Field

BACKGROUND

The Colorado Department of Transportation, via its Division of Aeronautics, has awarded Harriet Alexander Field a grant in the amount of \$270,000 for pavement maintenance. This is a discretionary grant from the Division of Aeronautics. This project – crack filling, seal coating, and repainting the runway – was originally slated to occur in 2023 or 2024 upon receipt of funding; however, CDOT was able to provide funding earlier than expected. In 2019, a portion of the taxiway and apron received the same seal coating treatment, and this phase would complete that project’s maintenance work. State procurement rules require acceptance of this grant award by official resolution of the City Council, which is attached for the City Council’s consideration.

FISCAL NOTE

As noted above, the grant award amount is \$270,000 from the Division of Aeronautics. The local match is \$30,000, of which the City of Salida is required to provide half of. As such, the fiscal impact is \$15,000 to the City of Salida, which will be placed in the 2022 annual budget line item for Harriet Alexander Field. Airport operations expenses were anticipated to be \$140,000 in 2022; however, it appears that this line item’s expenditures may exceed the budgeted number. It should also be noted that this additional expenditure will provide exceptional returns on the City’s investment of \$15,000.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2022-03 to accept a grant award from the Colorado Division of Aeronautics in the amount of \$270,000.

SUGGESTED MOTION

A City Councilmember should state, “I move to approve Resolution 2022-03”, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 03
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
ACCEPTING A GRANT AWARD FROM THE COLORADO
DEPARTMENT OF TRANSPORTATION, COLORADO AERONAUTICAL BOARD,
DIVISION OF AERONAUTICS FOR RUNWAY PAVEMENT MAINTENANCE
AT HARRIET ALEXANDER FIELD

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

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”; and

WHEREAS, The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act. Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) attached hereto as Exhibit C.

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

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

Section 2. The City of Salida, as a duly authorized governing bodies of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The City of Salida states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Grant Agreement, the applicant commits to keep

open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

Section 3. That the City of Salida hereby designates Zechariah Papp as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

Section 4. The City of Salida has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

Section 5. The City of Salida hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

RESOLVED, APPROVED, AND ADOPTED this 1st day of February, 2022.

CITY OF SALIDA

By: _____

Dan Shore, Mayor

[SEAL]

ATTEST: _____

City Clerk/Deputy City Clerk

**GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<p>State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics</p>	<p>Grant Amount</p> <p>State: \$270,000.00</p>
<p>Grantee City of Salida & Chaffee County</p>	
<p>Grant Issuance Date The Effective Date</p>	
<p>Grant Expiration Date June 30, 2025</p>	<p>Local Match Amount</p> <p>Local: \$30,000.00</p>
<p>Grant Authority Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.</p>	
<p>Grant Purpose Element A: Runway Pavement Maintenance</p>	
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant:</p> <ol style="list-style-type: none"> 1. Exhibit A, Discretionary Aviation Grant Application 2. Exhibit B, Resolution 3. Exhibit C, Grant Assurances 4. Exhibit D, Sample Option Letter <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Provisions of the main body of the Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter 	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;">GRANTEE City of Salida</p> <hr/> <p>By: Dan Shore, Mayor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation</p> <hr/> <p>By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;">SECOND GRANTEE Chaffee County</p> <hr/> <p>By: Greg Felt, BOCC Chair</p> <p>Date: _____</p>	
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Department of Transportation Liliya Gershman, Accounting Controller</p> <p>Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”

The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and

planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Budget**" means the budget for the Work described in Exhibit A.
- B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant
- F. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- G. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJ, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work

Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

6. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Increase or Decrease Quantities and Total Price - State's Option

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Contractor in in form substantially equivalent to Exhibit D prior to the end of the current Contract term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

7. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

9. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or

to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

11. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

12. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

For the State:

Kaitlyn Westendorf
 Division of Aeronautics
 5126 Front Range Parkway
 Watkins, CO 80137
 kaitlyn.westendorf@state.co.us
 (303) 512-5258

For Grantee:

Zechariah Papp
 Harriet Alexander Airport
 9255 County Rd 140
 Salida, CO 81201
 zpapp@chaffecounty.org
 (719) 239-1648

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply

with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION



**Colorado Division of Aeronautics
Discretionary Aviation Grant Application**

APPLICANT INFORMATION

APPLICANT SPONSOR: City of Salida & Chaffee County		AIRPORT: Harriet Alexander Airport	IDENTIFIER: ANK
PROJECT DIRECTOR: Zechariah Papp			
MAILING ADDRESS: 9255 County Rd 140 Salida, CO 81201		EMAIL ADDRESS: zpapp@chaffeecounty.org	PHONE NUMBER: (719) 239-1648

GRANT NAME AND TERMS

22-ANK-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2025

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$270,000.00
Local Cash:	\$30,000.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$300,000.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
	Amount	%	Amount	%	Amount	%	
A. Runway Pavement Maintenance	\$270,000.00	Up to 90.00%	\$30,000.00	10.00	\$0.00	0.00	\$300,000.00
TOTALS	\$270,000.00		\$30,000.00		\$0.00		\$300,000.00

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Salida & Chaffee County**, as a duly authorized governing bodies of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Salida & Chaffee County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Salida & Chaffee County** hereby designates Zechariah Papp as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:

The **City of Salida & Chaffee County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

The **City of Salida & Chaffee County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: _____ Date: _____
Greg Felt, BOCC Chair, Chaffee County

By: _____ Date: _____
Dan Shore, Mayor, City of Salida

ATTEST (if needed)

By: Please print name and title

By: Please print name and title

EXHIBIT C, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
 6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
 7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired,

renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

EXHIBIT D, SAMPLE OPTION LETTER

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Current Agreement Maximum Amount Initial Funding State: \$0.00 Modifications Option Letter 1 \$0.00 Option Letter 2 \$0.00 Option Letter 3 \$0.00 Option Letter 4 \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option
Modified Agreement Maximum Amount \$0.00	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
	Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

A. Option to extend for an Extension Term and/or add additional funds.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Transportation</p> <hr style="width: 50%; margin: 10px auto;"/> <p>By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ By: Department of Transportation Liliya Gershman, Accounting Controller</p> <p>Option Effective Date: _____</p>
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CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 1, 2022

ITEM

Resolution No. 2022-04: A Resolution of the City Council for the City of Salida, Colorado Amending the 2022 Fee Schedules

BACKGROUND

Per Section 16-13-30 of the Salida Municipal Code, a developer may satisfy the requirement for providing Inclusionary Housing units by paying a fee-in-lieu of constructed housing. City Council approved the most recent Inclusionary Housing fee-in-lieu adjustment in July of 2021 via Resolution No. 2021-22. At that time, Council requested that the fee-in-lieu calculation be reviewed for possible adjustment approximately every six (6) months, due to the rapidly changing local housing market.

The fee in-lieu for for-sale units is currently determined by the difference between the year-to-date Chaffee County median sales price for all residential units (as provided by Realtors of Central Colorado) and the calculated sales price of a home to a 4-person household making 80% AMI. The latter figure is determined using numbers provided by the U.S. Department of Housing and Urban Development (HUD) and Colorado Housing and Finance Authority (CHFA).*

The July 2021 adjustment (to \$16.51/SF for units within Annexations, Planned Developments, Major Subdivisions, and Condo Plats of Five Units or More; and to \$8.26/SF for units within Minor Subdivisions) used the YTD median sales price of all residential units through May of 2021, which was approximately \$505,000. The latest data (through December of 2021) shows that the YTD median sales price of all residential units was approximately \$557,000—an increase of approximately \$52,000 since the beginning of June. This Resolution amends the Fee Schedule to include the revised fees-in-lieu for Inclusionary Housing, based upon the most current information available, to \$20.46/SF for units within Annexations, Planned Developments, Major Subdivisions, and Condo Plats of Five Units or More; and to \$10.23/SF for units within Minor Subdivisions.

The current fee-in-lieu for rental units created through any of the above land use application types is \$3.00/SF, as set via Resolution No. 2021-22. No additional data regarding median rental unit rates has been collected since the last update, and therefore no changes to that fee-in-lieu are currently proposed. Staff intends to revisit this fee-in-lieu as part of future amendments to the Inclusionary Housing policy.

*The next HUD/CHFA housing affordability numbers will not be released until April 2022, and therefore the price of home for a 4-person household at up to 80% AMI remains the same (approx. \$287,000), for now.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 1, 2022

FISCAL NOTE

There will likely be a direct (upward) impact to the Inclusionary Housing Fund, although some of the gains could possibly be offset by a developer’s choice to actually build and deed-restrict Inclusionary Housing unit(s), depending upon the economics.

STAFF RECOMMENDATION

Staff recommends that the updated fee-in-lieu of constructed Inclusionary Housing units be approved by Council.

SUGGESTED MOTION

A Council person should move to “Approve Resolution No. 2022-04 Amending the 2022 Fee Schedules.”

Attachments:

Resolution No. 2022-04

2022 Inclusionary Housing Fee Schedule as amended

Central Colorado Realtors report on median home values through December 2021

Calculation sheet for new fees-in-lieu

RESOLUTION NO. 04
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING THE 2022 FEE SCHEDULES

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code; and,

WHEREAS, the City relies upon fees to provide many services to its customers and citizens; and,

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for the increase in the costs to provide such services, as well as for the implementation of new services and regulations, or applicable amendments to the Code; and,

WHEREAS, on December 21, 2021, the City Council adopted the 2022 Fee Schedules via City Resolution No. 2021-43; and,

WHEREAS, City Council requested that Inclusionary Housing fees-in-lieu for for-sale units be reviewed and updated approximately every six months based upon the difference between the median sales price for a residential unit in Chaffee County and the calculated sales price for an affordable unit at up to 80% area median income (AMI) in Chaffee County; and

WHEREAS, since the previous Inclusionary Housing fee-in-lieu update adopted via City Resolution No. 2021-22 (using YTD sales data through May 2021), the difference in median sales price for a residential unit in Chaffee County and the calculated sales price for an affordable unit at up to 80% AMI in Chaffee County has increased by over \$52,000 (using YTD sales data through December 2021); and,

WHEREAS, no additional data has been collected regarding median rental unit rates in Chaffee County since the last Inclusionary Housing fee-in-lieu update, and therefore no changes to the Inclusionary Housing fee-in-lieu for rental units are currently proposed; and

WHEREAS, Council has determined the amended Inclusionary Housing fees-in-lieu, as included in Exhibit A, attached hereto and incorporated herein and included as part of the City's overall Fee Schedules, are appropriate as an option for the satisfaction of the Code's Inclusionary Housing requirements.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts,

determinations and findings.

- 2. This resolution and accompanying amended Inclusionary Housing fees-in-lieu are intended to supersede all previous Inclusionary Housing fees-in-lieu adopted by the City Council.
- 3. Effective upon approval, the City hereby adopts the amended Inclusionary Housing fees-in-lieu (attached hereto as Exhibit A) as part of the overall 2022 City of Salida Fee Schedules.

RESOLVED, APPROVED, AND ADOPTED this 1st day of February, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2022 Inclusionary Housing
Updated In-Lieu Fees



Inclusionary Housing In-Lieu Fees:

If an applicant chooses to pay an in-lieu fee for all or part of the inclusionary housing required for the project, the fee shall be calculated as described here and be due no later than issuance of the building permit.

- (a) Annexations, Planned Developments, Major Subdivisions, and Condominium Plats of Five (5) Units or More: The in-lieu fee shall be the following for each non-restricted for-sale unit within the development:

$$\frac{\text{AHR} - \text{AHP}}{\text{AHR}} \times \$20.46 \text{ per square foot of the principal unit (excluding garage)}$$

Where: AHR = Affordable Housing Units Required
AHP = Affordable Housing Units Provided

* The in-lieu fee for attached rental units (duplex units and greater) under single ownership and on the same lot shall be \$3.00 per square foot of the rental unit (excluding garages). Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion.

- (b) Minor Subdivisions: The in-lieu fee shall be the following for each non-restricted for-sale unit within the development:

$$\frac{\text{AHR} - \text{AHP}}{\text{AHR}} \times \$10.23 \text{ per square foot of the principal unit (excluding garage)}$$

Where: AHR = Affordable Housing Units Required
AHP = Affordable Housing Units Provided

* The in-lieu fee for attached rental units (duplex units and greater) under single ownership and on the same lot shall be \$3.00 per square foot of the rental unit (excluding garages). Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion.

Local Market Update for December 2021

A Research Tool Provided by the Colorado Association of REALTORS®

Chaffee County

Contact the REALTORS® of Central Colorado for more detailed local statistics or to find a REALTOR® in the area.

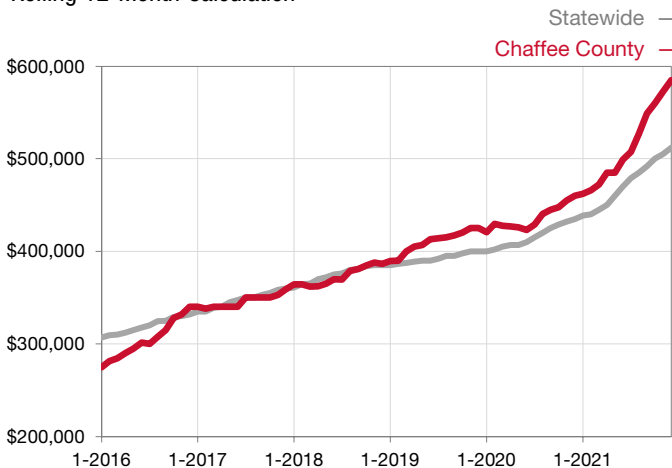
Single Family	December			Year to Date		
	2020	2021	Percent Change from Previous Year	Thru 12-2020	Thru 12-2021	Percent Change from Previous Year
Key Metrics						
New Listings	38	26	- 31.6%	548	540	- 1.5%
Sold Listings	56	33	- 41.1%	501	493	- 1.6%
Median Sales Price*	\$512,000	\$595,000	+ 16.2%	\$460,000	\$585,000	+ 27.2%
Average Sales Price*	\$597,484	\$664,171	+ 11.2%	\$516,929	\$651,752	+ 26.1%
Percent of List Price Received*	97.5%	99.6%	+ 2.2%	97.5%	99.0%	+ 1.5%
Days on Market Until Sale	57	27	- 52.6%	74	35	- 52.7%
Inventory of Homes for Sale	81	45	- 44.4%	--	--	--
Months Supply of Inventory	1.9	1.1	- 42.1%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

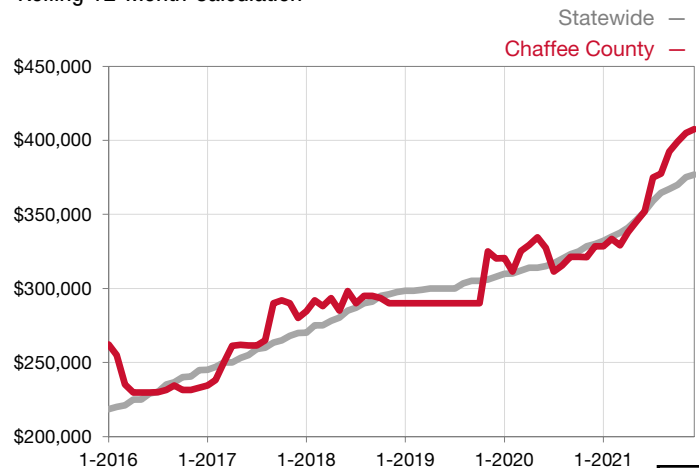
Townhouse/Condo	December			Year to Date		
	2020	2021	Percent Change from Previous Year	Thru 12-2020	Thru 12-2021	Percent Change from Previous Year
Key Metrics						
New Listings	9	9	0.0%	131	104	- 20.6%
Sold Listings	4	7	+ 75.0%	121	92	- 24.0%
Median Sales Price*	\$415,000	\$412,500	- 0.6%	\$328,500	\$407,500	+ 24.0%
Average Sales Price*	\$465,281	\$549,929	+ 18.2%	\$366,579	\$444,288	+ 21.2%
Percent of List Price Received*	99.8%	93.9%	- 5.9%	99.0%	99.8%	+ 0.8%
Days on Market Until Sale	71	19	- 73.2%	57	13	- 77.2%
Inventory of Homes for Sale	10	7	- 30.0%	--	--	--
Months Supply of Inventory	1.0	0.9	- 10.0%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single Family
Rolling 12-Month Calculation



Median Sales Price – Townhouse-Condo
Rolling 12-Month Calculation



SALIDA INCLUSIONARY HOUSING FEE CALCULATOR

Project	Total No. of Units	No. of AH units required	Units of AH Provided in Project	Median Home Value*	AH Home Price @ 80% AMI for 4 Person HH**	D-E	In-lieu Fee	Per Unit	Per SF of market units	Per Market Unit Charge:		
										If Units are 1650 SF	If Units are 1200 SF	If Units are 2000 SF
A. Does not include AH (Annexations, PDs, Condos ≥ 5, Major Subdivisions)	8	1	0	\$ 557,085	\$ 287,031	\$ 270,054	\$ 270,054	\$ 33,757	\$ 20.46	\$ 33,757	\$ 24,550	\$ 40,917
B. Does not include AH (Minor Subdivisions)	8	1	0	\$ 557,085	\$ 287,031	\$ 270,054	\$ 135,027	\$ 16,878	\$ 10.23	\$ 16,878	\$ 12,275	\$ 20,459

* All home types sold in Chaffee County, per Realtors of Central Colorado (thru December 2021)

** Using 2021 HUD/CHFA data (does not including standard \$250/mo for utilities & fees)

SAMPLE FEE BREAKDOWN FOR UNITS PROVIDED IN A THEORETICAL 64-UNIT DEVELOPMENT

	Total No. of Units	No. of AH units req'd (AHR)	AH Units Provided in Project (AHP)	(AHR - AHP) /AHR	Home Size (SF)	Fee per non-AH unit	Sample Fees collected
Project includes AH at 0%	64	8	0	1	1650	\$ 33,756.75	\$ 2,160,432.00
Project includes AH at 12.5%	64	8	1	0.875	1650	\$ 29,537.16	\$ 1,860,840.84
Project includes AH at 25%	64	8	2	0.75	1650	\$ 25,317.56	\$ 1,569,688.88
Project includes AH at 37.5%	64	8	3	0.625	1650	\$ 21,097.97	\$ 1,286,976.09
Project includes AH at 50%	64	8	4	0.5	1650	\$ 16,878.38	\$ 1,012,702.50
Project includes AH at 62.5%	64	8	5	0.375	1650	\$ 12,658.78	\$ 746,868.09
Project includes AH at 75%	64	8	6	0.25	1650	\$ 8,439.19	\$ 489,472.88
Project includes AH at 87.5%	64	8	7	0.125	1650	\$ 4,219.59	\$ 240,516.84
Project includes AH at 100%	64	8	8	0	1650	\$ -	\$ -

SALIDA INCLUSIONARY HOUSING FEE CALCULATOR FOR RENTAL UNITS (DUPLEX AND GREATER)

Project	Total No. of Units	No. of AH units required	Units of AH Provided in Project	Median Monthly Rental for 2BD Apt*	AH Monthly Rent @ 80% AMI for 4 Person HH**	D-E	In-lieu Fee (based on 20 yrs affordability)	Per Unit Average	Per SF of market units (800 SF)***	Per Market Unit Charge:		
										If Units are 800 SF	If Units are 500 SF	If Units are 1200 SF
A. All rental units	8	1	0	\$ 1,404.00	\$ 1,324.00	\$ 80.00	\$ 19,200.00	\$ 2,400.00	\$ 3.00	\$ 2,400	\$ 1,500	\$ 3,600

* Chaffee Housing Office based upon available data (May 2021)

** Using 2021 HUD/CHFA data (standard utilities included)

*** If ever condominiumized, owner shall pay balance between this fee and IH fee for for-sale units at time of condominiumization, prior to approval



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 1, 2022

ITEM

Resolution 2022-05: A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Annexation Agreement with Jodie and Barry Snyder for the Annexation of Certain Real Property Into the City.

BACKGROUND

City Council originally approved, via Ordinance 2017-11, an Annexation Agreement between the Owners (Jodie and Barry Snyder) of property located at 1139 and 1141 Highway 50 and the City of Salida. That Agreement set conditions related to annexation of the property, including future dedication of a public access easement for a trail to be located south of the south bank of the South Arkansas River, in an alignment to be determined by the City and the Owners.

On December 21, 2021, City Council approved Ordinance 2021-19 authorizing a land swap between the City and the Snyders of two .90 acre parcels on either side of the South Arkansas River. The swap would give the City additional property south of the river that could be used for a variety of means, including (but not limited to) a trail connection, accessible open space, and parking. In return, the Snyders receive an equally-sized parcel to the west of their property to be incorporated into a future ecological restoration project. As part of the negotiation, the Snyders requested that: the public access easement requirement on their remaining property be eliminated from the Annexation Agreement; that the property given to the City be applied to their open space requirements; and that the City construct a fence along the new property lines south of the river (or in a location approved by both parties). The attached annexation agreement amendment fulfills these requests. Additional requirements of the property transfers, including a no-development clause on the property to be conveyed to the Snyders (other than for purposes of ecological restoration and fencing), will be included in the deed language.

SUGGESTED MOTION

"I move that the City Council approve Resolution 2022-05, Approving an Amendment to the Annexation Agreement with Jodie and Barry Snyder for the Annexation of Certain Real Property Into the City" followed by a roll call vote.

ATTACHMENTS

Resolution 2022-05
Amended Annexation Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 05
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT WITH
JODIE AND BARRY SNYDER FOR THE ANNEXATION OF CERTAIN REAL
PROPERTY INTO THE CITY**

WHEREAS, Jodie and Barry Snyder are the “Owner” of certain real property located at 1139 and 1141 Highway 50, Salida, CO; and

WHEREAS, the Property was annexed into the City of Salida (the “City”) via Ordinance 2017-10 recorded with the Chaffee County Clerk on July 28, 2017 at Reception No. 436080; and

WHEREAS, the Owner and the City entered into an Annexation Agreement originally approved via Ordinance 2017-11 and recorded with the Chaffee County Clerk on July 28, 2017 at Reception No. 436082; and

WHEREAS, the City and the Owner wish to amend the original Annexation Agreement to reflect changes to conditions to said Agreement that were precipitated by Ordinance 2021-19, which approved a transfer of deeded parcels between the two parties and relates to the anticipated location of a future public trail and open space in the area.

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

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Amendment to an Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this ___ day of _____, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

SNYDER ANNEXATION AGREEMENT (AMENDED)
(1139 and 1141 EAST HIGHWAY 50)

THIS AMENDED ANNEXATION AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and SNYDER REVOCABLE TRUST (together, “Annexor”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the “Snyder Annexation” and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”).
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 8.14 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On January 3, 2011, the City and the Annexor entered into a Pre-Annexation Agreement.
- 1.6 On January 14, 2017, the Annexor filed with the City Clerk a petition for annexation of the Property (“Annexation Petition”).
- 1.7 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the “Annexation Act”), and Article IX of the City’s Land Use and Development Code.
- 1.8 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.9 On May 2, 2017, City Council adopted Ordinance No. 2017-10, annexing the Property to the City, and Ordinance No. 2017-12, zoning the Property as Residential Mixed Use (RMU) Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay. That portion of the Property included in the Highway 50 Corridor Overlay (“Highway 50 Corridor Overlay Portion”) is the driveway and adjacent parkway that fronts Highway 50 and provides access to the remaining portions of the parcel detached from Highway 50.
- 1.10 On December 21, 2021, City Council adopted Ordinance No. 2021-19, approving the

transfer and conveyance of .90 acres of real property from the City to the Annexor in exchange for the transfer and conveyance of .90 acres of real property from the Annexor to the City, as well as the execution of additional legal agreements, including this amended Annexation Agreement.

- 1.11 The City wishes to control its growth in a planned and orderly fashion, maintaining and improving its quality of life and its ability to provide and enhance environmental amenities, services, and local opportunity for its citizens.
- 1.12 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning of the Property.
- 1.13 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.
- 1.14 This Agreement amends, supersedes and replaces in its entirety that Annexation Agreement recorded with the Chaffee County Clerk on July 28, 2017 at Reception No. 436082.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on January 14, 2017.
- 2.4 “Annexor” means Jodie A. Snyder and Barry L. Snyder, and their successor(s) and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark sky-compliant” means lighting in compliance with Section 16-8-100 of the City

Code and intended to reduce the unnecessary use of artificial light at night.

- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:
- 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.10.2 The effective date of Ordinance No.2017-10, annexing the Property to the City, has occurred; and
- 2.10.3 The effective date of Ordinance No. 2017-12, zoning the Property as RMU Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay, has occurred.
- 2.11 “Property” means the land that is described as the Snyder Annexation in the Annexation Petition and that is legally described in attached Exhibit A.
- 2.12 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition and zoning applications; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Annexor waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 3.3 The parties shall complete the transactions described in Recital 1.10 above within 6 months of the date of this Agreement. This shall include the execution and recording of the quitclaim deeds attached hereto as Exhibits B and C.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and
- 5.2.2 Final Annexation Approval has occurred.
- 5.3 Zoning of Property.
- 5.3.1 On March 27, 2017, the Salida Planning Commission recommended zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.
- 5.3.2 The parties agree and acknowledge that Owner does not currently have a development proposal for the Property. Because the Planning Commission did not review a development or subdivision proposal for the Property in conjunction with its review of the Annexation, any development or subdivision proposal for the Property, including within the RMU Zone District, must be reviewed and approved by the City before commencement of any development or subdivision.
- 5.3.2 At its May 2, 2017, meeting, the City Council approved zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.
- 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

5.4.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time application therefor is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. The City reserves the right to refuse to provide wastewater treatment service for any effluent that includes prohibited wastes as described in Section 13-2-120 of the City Code, or that is beyond the City's capability of treating in either quantity or quality.

5.4.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.

5.4.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.

5.4.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

5.4.5 Streets and Roads.

5.4.5.1 Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.

5.4.5.2 In accordance with the Section 16-5-60 of the City Code and the

specifications described therein for streetscape and lighting within the Highway 50 Corridor Overlay, the Annexor shall install landscaping, sidewalks, pedestrian lighting, and stamped concrete parkways along the entire length of the Highway 50 Corridor Overlay Portion of the Property. The Annexor shall complete such improvements before proposing any development plan for the Property.

5.4.5.3 In the event that subdivision is proposed for the Property in the future, the Annexor shall submit plans and specifications for access improvements with the development application and Subdivision Plat for review and approval by the City. Such improvements must be referenced in and secured by a subdivision improvements agreement for the Property.

5.4.5.4 Annexor additionally shall comply with any and all Colorado Department of Transportation (“CDOT”) access requirements. Annexor acknowledges that CDOT may require the consolidation of access points to the Property in the event that the Property is redeveloped or subdivided in the future.

5.4.6 Use of Existing Well. The parties agree that upon annexation and connection to City water, Annexor shall be entitled to the continued use of existing well on the Property for all outside irrigation and other customary non-domestic uses allowed under the existing well permit as set forth in Section 13-3-100 of the Municipal Code.

5.5 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:

5.5.1 Annexor’s Reimbursement of Processing Fees. The parties agree and acknowledge that the Annexor has fully reimbursed the City for all fees and actual costs incurred by the City in connection with the City’s processing and review of the 2017 annexation process, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). Notwithstanding any provision in this agreement to the contrary, Annexor shall have no further duty or obligation to reimburse the city in connection with this Amended Annexation Agreement, the exchange of parcels referenced above, and the documents and actions related thereto. The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

5.5.2 Payment of Currently Existing Fees as a Condition of Annexation. The parties agree and acknowledge that the Annexor has fully paid to the City any fees required to be paid under the 2017 Annexation Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later

amended, repealed, or declared to be invalid. The parties agree that there shall be no further requirement of Annexor for payment of any fees pursuant to this Agreement, other than those discussed in Section 5.4, as relevant. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

- 5.6 Dedications and Easements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, even if the Property is not being platted or developed at the time the City deems dedication of the rights-of-way, easements, or public land necessary.
- 5.6.1 The Trail Easement requirement in the original 2017 Annexation Agreement is hereby stricken and removed. Annexor shall not have a duty to dedicate a trail easement on any portion of its property. The City shall be required to construct fencing, within 6 months following the date of the execution and recording of the quitclaim deeds attached hereto as Exhibits B and C, along the boundaries of Annexor's Property on the south side of the South Arkansas River, or in a location mutually agreed upon by Annexor and the City. Furthermore, Annexor will be credited with .90 acres of open space dedication, as set forth in Chapter 16 of the City Code, in consideration of the amount of property on the south side of the river to be conveyed to the City and approved via Ordinance 2021-19.
- 5.6.2 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
- 5.6.3 The Annexor shall dedicate public utility easements for all interior streets.
- 5.7 All lighting on the Property must be "dark sky"-compliant.
- 5.8 In meeting its obligations with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney.
- 5.9 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City's approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor's activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.
- 5.10 Conveyance and Acceptance Requirements. Conveyance and acceptance requirements and reimbursement opportunities for all public improvements installed by Annexor in connection with the development or use of the Property are as described in the City Code.

- 5.11 Affordable Housing. Any construction of new residential dwelling units on the Snyder Annexation Property, shall be done in compliance with the affordable housing regulations in place at the time of development.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to zoning of RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay. Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended.

Section 7 – Breach by Annexor and City’s Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
- 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator’s designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator’s designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
- 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
- 7.1.4 The refusal to allow further development review for the Property.
- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City’s residents, the City shall give the Annexor ten (10) days’ written notice of the City’s intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the

event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 **Release of Liability.** The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 **Indemnification.**
- 8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 The Annexor shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the proposed annexation and proposed zoning; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the proposed annexation or zoning. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.
- 9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:

City of Salida
Attn: City Administrator and City Attorney
 448 East First Street
 Salida, CO 81201

Notice to the Annexor: Snyder Revocable Trust
 Mr. Barry L. Snyder
 Ms. Jodie A. Snyder
 1139 E. Rainbow Blvd.
 Salida, CO 81201

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. Subject to the terms and conditions of Section 6.1 above, the Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

Mayor Dan Shore

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2022
by Dan Shore, as Mayor, and by _____, as Clerk, on behalf of
the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

ANNEXOR:

Snyder Revocable Trust, a trust formed under the laws of Colorado

Jodie A. Snyder, Trustee

Barry L. Snyder, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2022
by Jodie A. Snyder and Barry L. Snyder, as Trustees of the Snyder Revocable Trust, a trust formed
under the laws of Colorado.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

The subject property is legally described as:

A tract of land located within the Southeast Quarter of the Southeast (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows,

Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6758') of that parcel of land described in Deed of Record filed under Reception No 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way maker for Station 2292+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet, thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;

thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;

thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;

thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;

thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 498.09 feet;

thence South 89°49'32" West at right angle to the above said section line 134.86 feet;

thence South 00°07'52" East 577.50 feet to an existing on inch diameter cedar post (said corner post is located North 88°54'50" West 151.28 feet from the southeast corner of the said Section 5- a government brass capped pipe monument);

thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;

thence North 00°49'43" West 327.08 feet along a fence to a fence angle point;

thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926- Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;

thence South 69°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.

QUITCLAIM DEED

THIS QUITCLAIM DEED is dated _____, 2022, and made between CITY OF SALIDA, COLORADO, a Colorado municipal corporation, the "Grantor," whose legal address is 448 East First Street, Salida, Colorado 81201, and SNYDER REVOCABLE TRUST, a trust formed under the laws of Colorado, the "Grantee," whose legal address is 1139 East Highway 50, Salida, Colorado 81201.

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby QUITCLAIM unto the Grantee and its heirs and assigns forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following real property, situate, lying and being located in the City of Salida, County of Chaffee and State of Colorado:

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 13, RIVER BEND ADDITION TO THE CITY OF SALIDA, ACCORDING TO THE REPLAT FILED AT RECEPTION NO. 267623 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 24°03'20" EAST, A DISTANCE OF 989.94 FEET; THENCE SOUTH 00°11'23" WEST ALONG THE EAST LINE OF SAID LOT NO.13, A DISTANCE OF 508.75 FEET TO THE CENTER OF THE SOUTH ARKANSAS RIVER; THENCE WESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 79 FEET, MORE OR LESS; THENCE NORTH 00°11'23" EAST, A DISTANCE OF 510.52 FEET TO THE NORTH BOUNDARY OF SAID LOT NO. 13; THENCE SOUTH 88°56'30" EAST, A DISTANCE OF 76.21 FEET TO THE POINT OF BEGINNING; CONTAINING 0.90 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs and assigns forever;

PROVIDED, HOWEVER, that the Grantee and Grantor acknowledge that there are no water rights being transferred; and provided that Grantee declares such property to be held subject to the terms, conditions and covenants set forth in City of Salida Ordinance No. 2021-19, adopted on December 21, 2021, which prohibit development on the real property other than that necessary for natural or ecological restoration purposes or for the construction, maintenance, and replacement of fencing, which these non-dischargeable covenants shall run with and burden the land and shall obligate, be binding, and shall inure to the benefit of the parties hereto and upon and

Exhibit C

QUITCLAIM DEED

THIS QUITCLAIM DEED is dated _____, 2022, and made between SNYDER REVOCABLE TRUST, a trust formed under the laws of Colorado, the "Grantor," whose legal address is 1139 East Highway 50, Salida, Colorado 81201, and between CITY OF SALIDA, COLORADO, a Colorado municipal corporation, the "Grantee," whose legal address is 448 East First Street, Salida, Colorado 81201.

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby QUITCLAIM unto the Grantee and its heirs and assigns forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following real property, situate, lying and being located in the City of Salida, County of Chaffee and State of Colorado:

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 5, MARKED BY A #5 REBAR, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 89°03'23" EAST, A DISTANCE OF 406.55 FEET; THENCE NORTH 00°11'23" EAST, A DISTANCE OF 244.27 FEET; THENCE SOUTH 38°49'33" EAST, A DISTANCE OF 184.20 FEET; THENCE NORTH 63°34'25" EAST, A DISTANCE OF 155.66 FEET; THENCE SOUTH 00°08'43" WEST, A DISTANCE OF 174.24 FEET TO SAID SOUTH LINE OF SECTION 5; THENCE NORTH 89°03'23" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 255.28 FEET TO THE POINT OF BEGINNING. CONTAINING 0.90 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs and assigns forever;

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

SNYDER REVOCABLE TRUST, a trust formed under the laws of Colorado

Jodie A. Snyder, Trustee

Barry L. Snyder, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ____th day of _____, 2022 by Jodie A. Snyder, as Trustee of the Snyder Revocable Trust, a trust formed under the laws of Colorado.

Witness my hand and official seal,
My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ____th day of _____, 2022 by Barry L. Snyder, as Trustee of the Snyder Revocable Trust, a trust formed under the laws of Colorado.

Witness my hand and official seal,
My commission expires:

Notary Public



DEPARTMENT Arts and Culture	PRESENTED BY Michael Varnum - Arts and Culture Director	DATE February 1, 2022
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ITEM

Resolution 2022-06. A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC ART COMMISSION.

BACKGROUND

Members of the Public Art Commission serve three-year terms. Two of the members terms have expired and would like to be re-appointed.

FISCAL NOTE

none

STAFF RECOMMENDATION

Staff recommendation is to re-appoint Martin Jolley and Maura McInerney to terms expiring 11/02/2024.

SUGGESTED MOTION

A City Council person should state “I make a motion to approve Resolution No. 2022-06 a resolution of the City Council for the City of Salida, Colorado to appoint Martin Jolley and Maura McInerney as members of the Public Art Commission, terms to expire November 11, 2024”, followed by a second and a roll call vote.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Bill Almquist - Community Development Director	DATE February 1, 2022
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ITEM

First Reading of Ordinance 2022-01: An Ordinance of the City Council for the City of Salida, Colorado Amending Chapter 6 and Chapter 16 of the Salida Municipal Code Concerning Sexually-Oriented Businesses

BACKGROUND

Currently, the City of Salida Municipal Code does not specifically address any regulations or restrictions for sexually-oriented businesses. According to a City Attorney’s office memo, this leaves the City “naked” to the threat of such businesses being established within City limits. Furthermore, according to the Attorney’s office: “(T)he City may likely regulate such an ... establishment indirectly through its zoning code by denying a conditional use of the property under Section 16-4-140. However, such an approach is not optimal, as this is reactionary, *ad hoc* regulation risks exposing the City to legal challenge from business owners seeking to exercise their valid First Amendment rights. As such, direct regulation of these entities is likely warranted.”

State law [inc. C.R.S. 31-15-401(1)(p)(l) and C.R.S. 31-15-501(1)(c)] allows the City to adopt regulations for such establishments and also to license such establishments. However, both the Colorado Constitution and U.S. Constitution protect freedom of expression, including “indecent” (but not obscene) sexual expression. Therefore, local governments cannot totally restrict efforts to access this type of speech, but they can regulate them in order to protect against the potentially harmful secondary effects of these entities, and the preserve the character of certain areas. There is ample case law that provides some guard rails for such regulation.

The City Attorney’s Office reviewed the practices and regulations of several other Colorado municipalities and provided staff with recommended code language for the proposed text amendment. The attached draft Ordinance 2021-21, along with its proposed revisions to Chapter 6 – Business Licenses and Regulations, and Chapter 16 – Land Use and Development, would create a licensing requirement, rules and procedures, and associated fees (for adult entertainment establishments only), and establish the zoning districts where such uses are prohibited or may be conditionally approved subject to specific review standards. Such standards include:

- No sexually-oriented businesses (inc. both adult entertainment establishments, as well as adult bookstores, etc.) shall be located within two hundred (200) feet of the following protected uses, measured from the nearest exterior wall of the proposed sexually-oriented business to the



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 1, 2022

nearest lot boundary of the protected use, provided such protected use is established on or before the date the application for the proposed sexually-oriented business is filed:

1. Day cares homes and Day care centers;
2. Schools.

- No sexually-oriented businesses shall be located within two hundred (200) feet of the following residential zoning district boundaries: R-1, R-2, R-3, R-4, or RMU, measured from the nearest exterior wall of the proposed sexually-oriented business to the nearest edge of the zoning district boundary.
- *Adult Entertainment Establishments* shall not be located within one thousand (1,000) feet of another *Adult Entertainment Establishment*, measured from the nearest exterior wall of the proposed *Adult Entertainment Establishment* to the nearest exterior wall of any other *Adult Entertainment Establishment*.
- *Adult Entertainment Establishments* shall be licensed for operation.
- All sexually-oriented businesses shall be closed to the public between the hours of 1:00 a.m. and 9:00 a.m.
- No one under eighteen (18) years of age, inc. patrons, managers, employees, agents, and independent contractors shall be permitted in any sexually-oriented business.

PLANNING COMMISSION RECOMMENDATION

Planning Commission considered the text amendments on January 24th and recommended their approval. There was some discussion regarding the inclusion of churches in the list of protected uses and related distance, as well as slightly adjusted operational hours (closed from 12:00 a.m. to 10:00 a.m.), but ultimately those were not included in the motion.

SUGGESTED CITY COUNCIL MOTION

“I move that the City Council approve Ordinance 2022-01 upon first reading and set a public hearing and second reading for March 1st, 2022.”

Attachments:

Ordinance 2022-01 (Draft)

CITY OF SALIDA, COLORADO
ORDINANCE NO. 01
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA
MUNICIPAL CODE CONCERNING SEXUALLY-ORIENTED BUSINESSES**

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

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

WHEREAS, pursuant to C.R.S. § 31-15-501, the City, by and through its Council, possesses the authority to license and regulate any lawful occupation, business, or place of amusement;

WHEREAS, pursuant to C.R.S. § 31-23-301, the City, by and through its Council, also possesses the authority to adopt and enforce zoning regulations;

WHEREAS, the First Amendment of the United States Constitution protects freedom of expression, including indecent sexual expression;

WHEREAS, sexually-oriented businesses can have a deleterious effect on both neighboring businesses and surrounding residential areas by causing an increase in crime and a decrease in property values;

WHEREAS, the Council seeks to establish reasonable and uniform regulations to prevent and mitigate the deleterious effects of sexually-oriented businesses while simultaneously not denying access to or distribution of sexually-oriented content; and

WHEREAS, the Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 6 and Chapter 16 of the Code, as they relate to the regulation of sexually-oriented businesses.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF SALIDA, COLORADO AS FOLLOWS:**

Section 1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings by the Council.

Section 2. Chapter 6, Article VIII of the Code, concerning the licensure and regulation of adult entertainment establishments, is hereby created to read as follows:

ARTICLE VIII. – ADULT ENTERTAINMENT ESTABLISHMENTS.

Sec. 6-8-10. – Definitions.

For the purpose of this Article the following words and terms have the following meanings, unless

the context clearly indicates otherwise.

Adult arcade means any commercial establishment where, for any form of consideration, monetary or otherwise, one or more still or motion picture projectors, slide projectors, video cassette players, or similar machines, or other image producing machines, for viewing by five (5) or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Adult cabaret means a cabaret which features either persons who appear nude or in a state of nudity or semi-nudity or live performances which are characterized by the exposure of "specific anatomical areas."

Adult entertainment establishment means an entertainment or commercial establishment that is distinguished or characterized by an emphasis on material depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," including but not limited to adult movie theaters, adult arcades, adult cabarets, adult theaters, nude model studios, and other adult services establishments.

Adult movie theater means a commercial establishment which is distinguished or characterized by the showing of films, motion pictures, video cassettes, slides, or similar photographic reproductions with an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas" which are regularly shown for any form of consideration.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by an emphasis on exposure of "specified anatomical areas" or by "specified sexual activities."

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided money or any form of consideration to be seen, observed, or similarly viewed by other persons, without regard to whether the person is sketched, drawn, painted, sculpted, photographed.

Specified anatomical areas as used herein means and includes any of the following: (1) less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areolae; or (2) human male genitals in a discernible turgid state even if completely and opaquely covered.

Specified criminal acts means sexual crimes against children, sexual abuse, sexual assault, or crimes connected with another sexually-oriented business including, but not limited to distribution of obscenity, prostitution, or pandering.

Specified sexual activities means and includes any of the following: (1) the fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) masturbation, actual or simulated; (4) human genitals in a state of sexual stimulation, arousal, or tumescence; or (5) excretory functions as part of or in connection with any of the activities set forth in subsections (1)

through (4) of this definition.

Sec. 6-8-20. – Purpose and intent.

The purpose and intent of this Article is to regulate adult entertainment establishments to promote the health, safety, and general welfare of the residents of the City, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of adult entertainment establishments within the City, thereby reducing or eliminating the adverse secondary effects from such businesses. The provisions of this Article are not intended to impose a limitation or restriction on the content of any communicative materials, including sexually-oriented materials. It is not the intent of this Article to restrict or deny access by adults to sexually-oriented materials protected by the First Amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market. Neither is it the intent nor effect of this Article to condone or legitimize the distribution of obscene material.

Sec. 6-8-30. – License required; fee.

(a) It shall be unlawful for any person to operate an adult entertainment establishment in the City without a valid license issued pursuant to this Article.

(b) The initial license fee, renewal license fee, and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time.

Sec. 6-8-40. – Application.

Each application for an adult entertainment establishment license shall include the following:

(a) The name, address, and telephone number of the applicant and, if the applicant is an individual, satisfactory proof that they are twenty-one (21) years of age or older;

(b) If the applicant is a legal entity, satisfactory proof that each of the individual officers, directors, managers, partners, members, or principal owners of such entity are twenty-one (21) years of age or older;

(c) The address of the proposed adult entertainment establishment;

(d) A description of the type or types of adult entertainment establishment proposed, such as an adult cabaret or an adult movie theater;

(e) Whether the applicant or any of the other individuals required to be listed in the application have, within five (5) years from the date of the application, been convicted of a specified criminal act and, if so, the specified criminal act involved, the date and place of conviction, and the disposition of the charge or charges;

(e) Whether the applicant or any of the other individuals required to be listed in the application has had a previous license under this or any other similar sexually-oriented business ordinance from another city or county denied, suspended, or revoked and, if so, the name and location of the sexually-oriented business for which the license was denied, suspended, or revoked, as well as the date of such denial, suspension, or revocation;

(f) Whether the applicant or any of the other individuals required to be listed in the application hold any other licenses under this division or other similar sexually-oriented business ordinances

from another city or county and, if so, the names and locations of such other licensed businesses;

(g) Satisfactory proof of the applicant's ownership or right to possession of the premises wherein the adult entertainment establishment will be operated;

(h) A sketch or diagram showing the configuration of the premises including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but it must be oriented to the north or to some designated street or object and shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. The licensing officer may waive the foregoing diagram for transfer and renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

(i) A current certificate and straight-line drawing prepared within thirty (30) days prior to an initial application by a Colorado registered land surveyor depicting: (i) the property lines and the structures of the premises to be licensed; (ii) the location of the property lines of existing protected uses as set forth in Section 16-4-190(s). For purposes of this section, a use shall be considered existing if it is in existence at the time an application is submitted.

Sec. 6-8-50. – License issuance; renewal; term.

(a) Issuance. The City Administrator or City Clerk may issue an adult entertainment establishment license under this Article upon satisfaction of the following conditions:

(1) The applicant has submitted a completed application form which satisfies the application requirements set forth in Section 6-8-40 and has provided all required information regarding the adult entertainment establishment;

(2) The applicant has paid the appropriate license fee established by the City Council;

(3) The proposed adult entertainment establishment is located in an appropriate zone and is not within the proscribed radius of a protected use, pursuant to Chapter 16 of this Code; and

(4) The building in which the adult entertainment establishment is to be conducted is ready for occupancy with such furniture, fixtures, and equipment in place as are necessary to comply with the provisions of this Article and the plans and specifications approved by the City with the application, as verified by inspection of the premises by the Fire Department and/or the Police Department.

(b) Renewal. A licensee shall apply for renewal of the license, by submitting a completed renewal application form and the required renewal license fee no later than thirty (30) days prior to the expiration of the existing term. The City Clerk shall renew the license prior to the end of the term, provided that the renewal application and fee were timely submitted, and the City Clerk is not aware of any fact that would have prevented issuance of the original license or issuance of the renewal.

(c) Term. All licenses issued under this Article shall be for a term of one (1) year from the date of the license first being issued.

(d) Expiration. A license that is not timely renewed shall expire at the end of its term. The failure

to timely obtain a renewal of a license requires submission of a new application.

Sec. 6-8-60. – License revocation and suspension.

Any license issued pursuant to this Article may be suspended or revoked by the City Council, upon ten (10) days’ written notice, to a licensee stating the contemplated action and, in general, the grounds therefor, and after a reasonable opportunity for the licensee to be heard, for any of the following reasons:

- (1) Violation by a licensee or licensee's officers, agents, or employees of any of the provisions of this Article, or any relevant or applicable laws of the United States, the State of Colorado, or ordinances of the City;
- (2) Violations of any conditions imposed by the City Clerk's office in connection with the issuance or renewal of a license;
- (3) Failure to pay State or local taxes, or the annual license fee that are related to the operation of the adult entertainment establishment;
- (4) If any fact or condition exists which, if it had existed or had been known to exist at the time of the application, would have warranted the refusal of the issuance of the license;
- (5) Failure to file any report or furnish any information that may be required by provisions relating to this Article;
- (6) Loss of right to possession of the licensed premises; or
- (7) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application.

Sec. 6-8-70. – Penalties.

In addition to any other remedies available at law or equity, operating an adult entertainment establishment within the City without a license shall subject the violator to a fine in an amount to be established by resolution of the City Council, as may be amended from time to time, to be collected in the manner provided for penalty assessments as provided in Chapter 1, Article VII of this Code.

Section 3. Section 16-1-80 of the Code, concerning definitions applicable to land use and development provisions, is hereby amended to read as follows:

Sec. 16-1-80. - Definitions.

This Article defines words, terms and phrases contained within this Land Use Code. The following terms shall have the following meanings when used in this Land Use Code:

...

Adult bookstore, adult novelty shop, or adult video store means a commercial establishment which devotes a significant or substantial portion of its stock-in-trade or interior floor space to the sale, rental or viewing (for any form of consideration) of books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction or

description of "specified sexual activities" or "specified anatomical areas," as defined in Chapter 6, Article VIII.

...

Adult entertainment establishment means an entertainment or commercial establishment that is distinguished or characterized by an emphasis on material depicting, describing, or relating to sexual activities or sexual anatomical areas, including but not limited to adult movie theaters, adult arcades, adult cabarets, adult theaters, and nude model studios, as defined in Chapter 6, Article VIII, and other similar adult services establishments.

Section 4. Table 16-D of Section 16-4-150 of the Code, concerning the schedule of uses and review process, is hereby amended in-part, as it relates to sexually-oriented businesses, to read as follows:

**TABLE 16-D
Schedule of Uses**

N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review MR = Major Impact Review									
Commercial, Personal Service and Office Uses	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	Standards
<u>Adult entertainment establishments</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	Sec. 16-4-190(s)
<u>Adult bookstores, adult novelty shops, adult video stores</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	Sec. 16-4-190(t)

Section 5. Subsection 16-4-190(s) of the Code, concerning review standards applicable to adult entertainment establishments, is hereby created to read as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

(s) Adult Entertainment Establishments.

(1) Design and Layout. The following limitations shall apply to the design and layout of all adult entertainment establishments.

a. Exterior doors shall remain closed during business hours.

b. All materials, projections, entertainment, or other activities involving or depicting sexual activities or sexual anatomical areas shall not be visible from off-premises areas or from portions of an establishment accessible to minors.

c. Sounds from projections, entertainment, or other activities shall not be audible from off-premises areas.

d. Advertisements, displays, or other promotional materials depicting sexual activities or sexual anatomical areas shall not be visible from any public or semi-public area.

e. All building openings, entries, and windows shall be located, covered, or screened to prevent the interior from being viewed from any public or semi-public area.

(2) Location and Access.

a. Adult entertainment establishments shall not be located within one thousand (1,000) feet of another adult entertainment establishment, measured from the nearest exterior wall of the proposed adult entertainment establishment to the nearest exterior wall of any other adult entertainment establishment.

b. Adult entertainment establishments shall not be located within two hundred (200) feet of the following protected uses, measured from the nearest exterior wall of the proposed adult entertainment establishment to the nearest lot boundary of the protected use, provided such protected use is established on or before the date the application for the proposed adult entertainment establishment is filed:

1. Day cares homes and Day care centers; or
2. Schools.

c. Adult entertainment establishments shall not be located within two hundred (200) feet of the following zoning district boundaries: R-1, R-2, R-3, R-4, or RMU measured from the nearest exterior wall of the proposed adult entertainment establishment to the nearest edge of the zoning district boundary.

(3) Operation and Ownership.

a. No licensee, manager, or employee serving food or drinks or mingling with the patrons shall be nude or in a state of nudity.

b. Separate restroom facilities shall be provided for employees and independent contractors that shall only be accessible by employees and independent contractors.

c. No licensee, manager, or employee shall encourage or knowingly permit any person, including patrons, to engage in prohibited sexual activities on the premises. Such conduct is unlawful and shall be subject to penalties, as set forth in Chapter 1, Article IV of this Code.

d. Adult entertainment establishments shall be closed to the public between the hours of 1:00 a.m. and 9:00 a.m.

e. No one under eighteen (18) years of age, including patrons, licensees, managers, employees, agents, and independent contractors, shall be admitted into any adult entertainment establishment, unless alcohol is served, in which case all relevant city, state and federal liquor regulations shall apply.

f. Any person who operates or causes to be operated an adult entertainment establishment without a valid license issued pursuant to Chapter 6, Article VIII of the Code or who violates any provision of this subsection commits unlawful conduct and shall be subject

to an injunction, civil penalties, and criminal penalties, as set forth in Chapter 1, Article IV of this Code.

g. Each day of operation in violation of any provision of this subsection shall constitute a separate offense.

Section 6. Subsection 16-4-190(t) of the Code, concerning review standards applicable to adult bookstores, adult novelty shops and adult video stores, is hereby created to read as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

(t) Adult Bookstores, Adult Novelty Shops, Adult Video Stores.

(1) Design and Layout. The following limitations shall apply to the design and layout of all adult bookstores, adult novelty shops and adult video stores.

a. Exterior doors shall remain closed during business hours.

b. All materials, projections, or other activities involving or depicting sexual activities or sexual anatomical areas shall not be visible from off-premises areas or from portions of an establishment accessible to minors.

c. Advertisements, displays, or other promotional materials depicting sexual activities or sexual anatomical areas shall not be visible from any public or semi-public area.

d. All building openings, entries, and windows shall be located, covered, or screened to prevent the interior from being viewed from any public or semi-public area.

(2) Location and Access.

a. Adult bookstores, adult novelty shops and adult video stores shall not be located within two hundred (200) feet of the following protected uses, measured from the nearest exterior wall of the proposed adult bookstore, adult novelty shop and adult video store to the nearest lot boundary of the protected use, provided such protected use is established on or before the date the application for the proposed adult bookstore, adult novelty shop and adult video store is filed:

1. Day cares homes and Day care centers; or
2. Schools.

b. Adult bookstores, adult novelty shops and adult video stores shall not be located within two hundred (200) feet of the following zoning district boundaries: R-1, R-2, R-3, R-4, or RMU measured from the nearest exterior wall of the proposed adult bookstore, adult novelty shop and adult video store to the nearest edge of the zoning district boundary.

(3) Operation and Ownership.

a. Adult bookstores, adult novelty shops and adult video stores shall be closed to the public between the hours of 1:00 a.m. and 9:00 a.m.

b. No one under eighteen (18) years of age, including patrons, managers, employees, agents, and independent contractors, shall be permitted within any adult bookstore, adult novelty shop or adult video store. Should a conventional bookstore, or any retail

establishment, display printed materials or other items for sale as described within the definition of adult bookstores in section 16-1-80, such materials shall be segregated from the rest of the retail or bookstore and no one under the eighteen (18) years of age shall be permitted within in such section of the store.

Section 7. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this ___ day of _____, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ___ day of _____, 2022, and set for second reading and public hearing on the ___ day of _____, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this ___ day of _____, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk