



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
October 04, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve September 20, 2022 Minutes

4. Approve a Special Event Liquor License Request for BETCH

5. Approve a Special Event for the Fantasy Faire

6. Approve a Special Event for the Holiday Park

7. Approve a Special Event for the Parade of Lights

8. Approve to Reduce Performance Guarantee Amount for the Papp Minor Subdivision

9. Bid Acceptance – Harriet Alexander Field – Service Road Pavement Project

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATIONS

10. October 2022 as Arts Month

UNFINISHED BUSINESS / ACTION ITEMS

11. **Ordinance 2022-18** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 4, ARTICLE VI OF THE SALIDA MUNICIPAL CODE, REGARDING THE OCCUPATIONAL LODGING TAX, TO CONFORM THE TAX WITH THE FULL, VOTER-APPROVED AMOUNT, **FINAL READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

12. Chaffee Housing Authority Request for waivers of certain fees associated with the Jane's Place Planned Development located at 3rd Street and Highway 50

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.

- [13.](#) Request Granting a Timeline Extension for the Submittal of Building Permit Application for Building A of the Salida Crossings Planned Development and Adjustment of Construction Schedule, **PUBLIC HEARING**
- [14.](#) **Resolution 2022-46** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CERTIFYING DELINQUENT CHARGES, ASSESSMENTS, OR TAXES TO THE CHAFFEE COUNTY TREASURER TO BE ADDED TO THE 2022 TAX ROLL
- [15.](#) **Resolution 2022-47** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE
- [16.](#) **Resolution 2022-48** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH XCEL ENERGY FOR THE PARTNERS IN ENERGY PROGRAM
- [17.](#) **Resolution 2022-49** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO EXPRESSING ITS SUPPORT OF BALLOT ISSUE 6A, TO IMPROVE THE AVAILABILITY OF AFFORDABLE HOUSING IN CHAFFEE COUNTY

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

EXECUTIVE SESSION

18. For 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 an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employee: **City Clerk Annual Performance Evaluation**

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore

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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
September 20, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli
Council Member Dominique Naccarato
Council Member Alisa Pappenfort
Council Member Mike Pollock
Mayor Dan Shore
Treasurer Merrell Bergin

ABSENT

Council Member Harald Kasper
Council Member Jane Templeton

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve September 6, 2022 Minutes

Approve A Church Special Event Permit

CITIZEN COMMENT—Three (3) Minute Time Limit

Craig Nielson and Chloe Ribco spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business

NEW BUSINESS / ACTION ITEMS

Request for Funding – Chaffee Housing Trust

Council Member Pappenfort moved to approve the allocation of \$55,000 in ARPA funds to the Chaffee Housing Trust for completion of the workforce housing project at 3rd and M Streets, Seconded by

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

Council Member Naccarato.

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

THE MOTION PASSED.

Resolution 2022-44 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE APPROVED SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE WEST END MAJOR SUBDIVISION

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

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

THE MOTION PASSED.

Resolution 2022-45 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

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

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

THE MOTION PASSED.

Ordinance 2022-18 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 4, ARTICLE VI OF THE SALIDA MUNICIPAL CODE, REGARDING THE OCCUPATIONAL LODGING TAX, TO CONFORM THE TAX WITH THE FULL, VOTER-APPROVED AMOUNT, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on First Reading and set a Second Reading and Public Hearing for October 4, 2022, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

EXECUTIVE SESSION

For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: Sewer System Intergovernmental Agreements and related negotiation with the Town of Poncha Springs.

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

Council Member Critelli moved to go into Executive Session, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Council entered Executive Session at 7:00 p.m. and returned to the Regular Meeting at 7:45 p.m.

ADJOURN

Adjourned at 7:47 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



Bringing Everyone Together through the Crisis of Housing

Date: 9-23-2022

From: BETCH

To: Salida City Council

Subject: Requesting a liquor license for BETCH's October fundraisers

BETCH will be hosting two fundraising events in October of 2022 at the Fun Street Family Arcade in Salida, located at 243 F Street. These events will be held at the following times:

- October 10th from 7pm – 11pm
- October 29th from 5pm – 9pm

BETCH will be raising money for rental subsidies, while informing the public of key ballot measures relating to housing in our community. There will be alcoholic drinks and food for sale throughout both events. Please see the attached map of the venue for more information on the set up.

Do not hesitate to reach out with any questions.

Thank you.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY		DO NOT WRITE IN THIS SPACE LIQUOR PERMIT NUMBER	
1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Bringing Everyone Together through the Crisis of Housing</i>			State Sales Tax Number (Required) <i>88-0660049</i>
2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>224 W Rainbow Blvd, #3016 Salida, CO, 81201</i>		3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>243 F St Salida, CO, 81201</i>	
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Rebecca Hawser</i>	DATE OF BIRTH <div style="background-color: black; width: 100px; height: 20px;"></div>	HOME ADDRESS (Street, City, State, ZIP) <div style="background-color: black; width: 150px; height: 20px;"></div>	PHONE NUMBER <i>845-239-1046</i>
5. EVENT MANAGER <i>ll</i>	DATE OF BIRTH <i>ll</i>	HOME ADDRESS (Street, City, State, ZIP) <i>ll</i>	PHONE NUMBER <div style="background-color: black; width: 100px; height: 20px;"></div>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <i>3</i>		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	
8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT			
Date <i>Oct 17</i> Hours From <i>7</i> p.m. To <i>11</i> p.m.	Date <i>Oct 29</i> Hours From <i>5</i> p.m. To <i>9</i> p.m.	Date _____ Hours From _____ .m. To _____ .m.	Date _____ Hours From _____ .m. To _____ .m.
OATH OF APPLICANT <i>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.</i>			
SIGNATURE 		TITLE <i>VP/sec'y</i>	DATE <i>9/21/2022</i>
REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY) The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.			
LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE		TITLE	DATE
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
-750 (999) \$			

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,

Bring Everyone Through the Crisis of Housing

is a

Nonprofit Corporation

formed or registered on 12/11/2021 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 20218162774 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/09/2021 that have been posted, and by documents delivered to this office electronically through 12/11/2021 @ 09:52:24 .

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 12/11/2021 @ 09:52:24 in accordance with applicable law. This certificate is assigned Confirmation Number 13645926 .

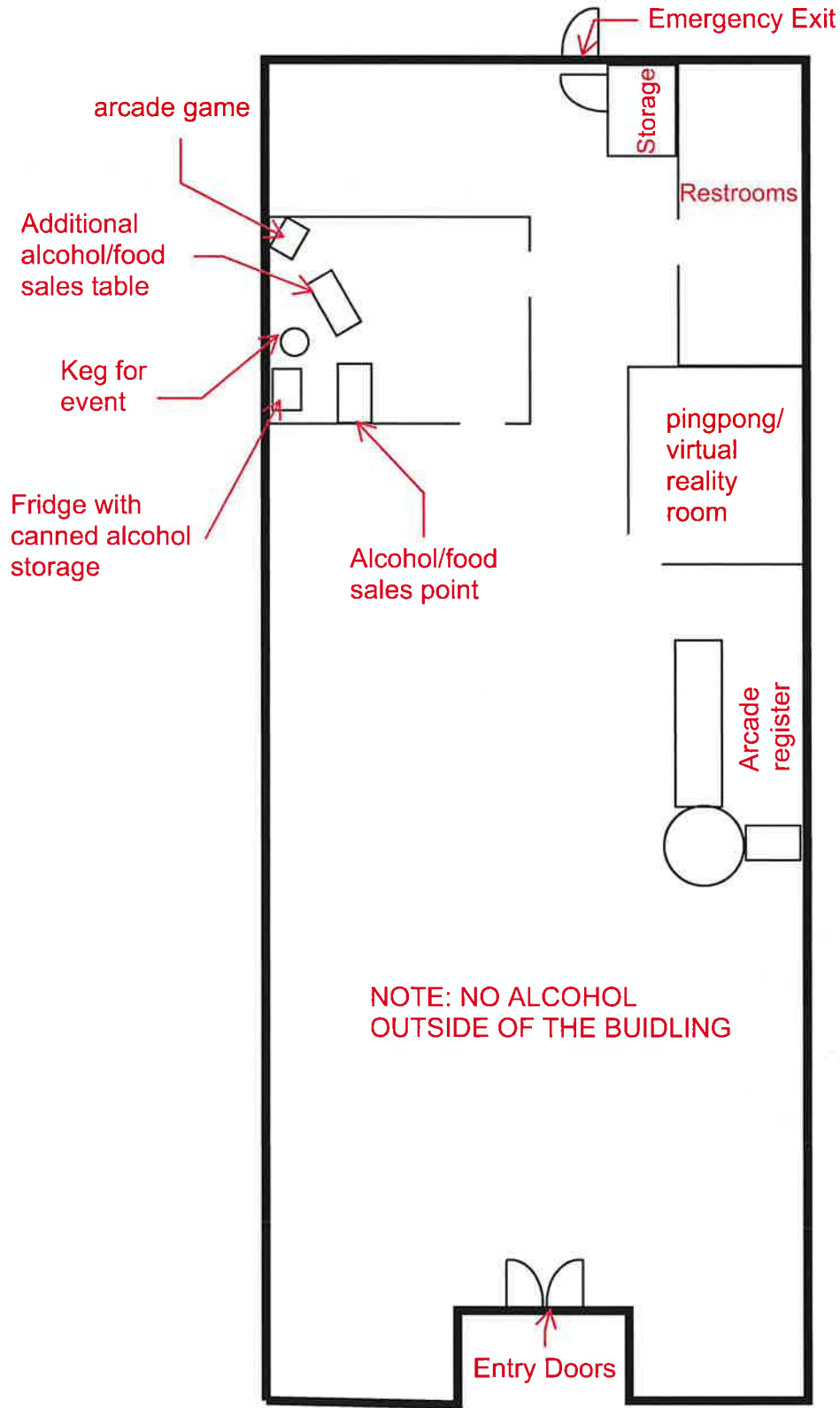


Jena Griswold

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."



Fun Street Family Arcade
243 F Street, Salida
BETCH Fundraiser

Salida Fantasy Faire

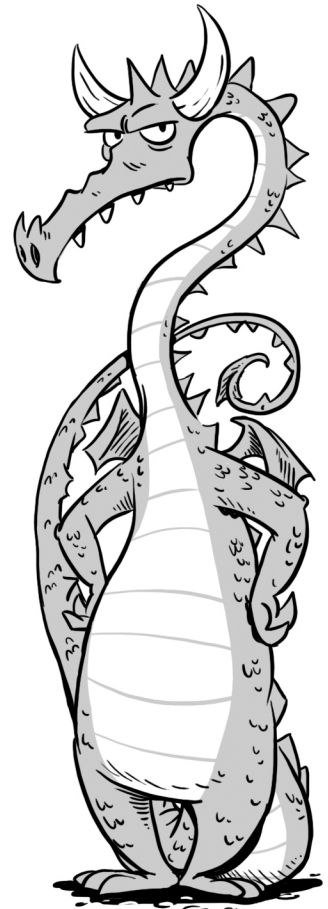


To whom it may concern.

Naters Art has partnered with the Salida Regional Library to bring an all new festival to Salida this October. Fantasy Faire! An eccentric community centered folklore and fantasy festival, Like a Renaissance Festival but with a focus on fairies, dragons and magic! The faire will be comprised of an artisan market, central stage with unique performances, and rustic outdoor games to raise funds for the Montessori School and Horizons Academy. We're encouraging the community to come dressed in their best fairy tail and fantasy costumes!

Fantasy Faire will be held in Alpine Park on October 22nd from 10am to 6pm!

Thanks!
- Naters





2. State who, what, where, when, why, and how the situation occurred.
3. If there is a bomb threat, turn off all electronics.

CITY COUNCIL MEMO

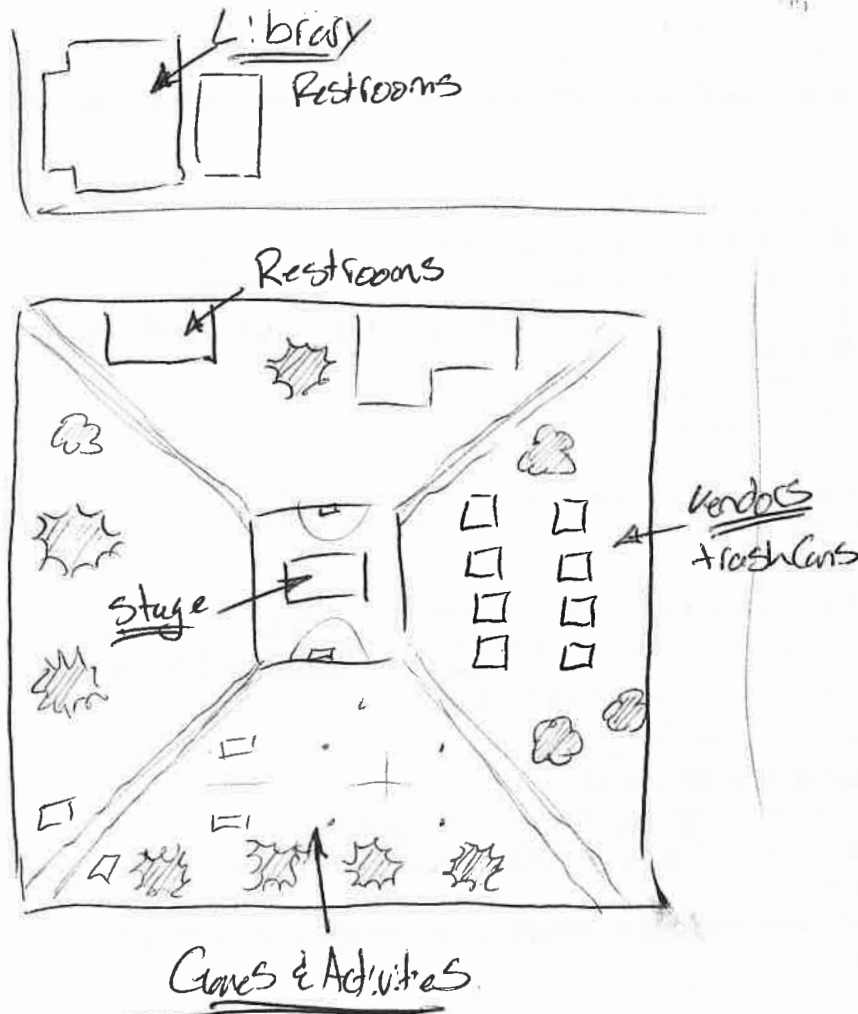
Special event	Presented by Replace with organizers name	Date Replace with accurate date of meeting
---------------	--	---

Event Overview: *Santasy themed Vendors, Performances, Activities*

Event intent: *Art & Culture*

Event timeline: *10-22-22 10AM-6PM*

Event map:





City of Salida

Multiple Vendor Event Permit Application

Date of Application 9-27-22

Event Name: Saida Fantasy Faire

1. Event location(s): Alpine Park

2. Date(s) & times(s) of event: 10-22-22 10a-6pm

3. Individual or organization sponsor(s): Salida Regional Library

Address: 405 E St, Salida, CO 81201

Phone: (719) 539-4826 E-mail: _____

4. Contact Person: Nate Calderone

Phone: 719-221-3085 E-mail: naters.ink@gmail.com

5. List Participating Vendors:

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

Ellie Fortune

Blue Earth Design

Dirt Druid Pottery

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

- Copy of Insurance Attached (Yes or No) Yes

☒ \$75 Application Fee

☐ \$20 per participating vendor: Number of Vendors 5 X \$20 = 100

☐ Current Colorado Sales Tax License for each participating vendor

☒ Proof of Insurance

Event Sponsor: Nathanael Calderone City of Salida: _____

Date: 9-27-22 Date: _____



CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

Chapter 10, Article IX of the Salida Municipal Code (the “Code”) establishes regulations and standards for noise within the City of Salida (the “City”) to reduce and eliminate unnecessary and excessive noise which would otherwise be detrimental to residents and the community in the enjoyment of life, property, and the conduct of business. Of note, Section 10-9-30(c) of the Code provides that it is “unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters onto any other premises in excess” of the specified levels.

Pursuant to Sections 10-9-40(14) and 10-9-80 of the Code, however, the City may specifically exempt a particular noise from this prohibition through the issuance of a noise permit. Such a permit may include limitations and conditions to minimize the adverse impacts of the proposed noise may have on the community or surrounding neighborhood. Such limitations and conditions include, but are not limited to, the following: the hours of operation, maximum decibels, the type of sound amplification equipment, and the type of sound that may be amplified. No permit shall be issued for noise after 10:00 PM, with allowances to go until midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend, and on the Thursday, Friday, and Saturday during the FIBArk Festival.

The issuance of a noise permit is at the sole discretion of the City Administrator or City Council, and the issuance of such permit does not confer any rights upon the permittee other than those expressly authorized by the permit. Violation of any of the conditions or limitations set forth in the noise permit may result in immediate revocation of the permit. Revocation of the noise permit does not preclude the City from seeking any remedies otherwise available under federal, state, or local law.

Applications for a noise permit must be submitted on the attached “Application for a Noise Permit” form and submitted at least five (5) working days prior to the date for which the permit is sought.

**CITY OF SALIDA****NOISE PERMIT APPLICATION**

Please fill out the form completely, including by signing and dating the application. Submitting an incomplete application is a basis for denial of a noise permit. Listing a particular type of audio amplification equipment, hours of operation, or any other information below does not guarantee the applicant's right to use such equipment or have an event at a particular time. Whether such application requests have been granted will be indicated in the issued permit.

Applicants may apply for events which are recurring (*i.e.*, live music every Thursday). Any such events should be clearly described as recurring in the event description and should identify all dates on which the event will occur.

Completed applications should be submitted via email to deputyclerk@cityofsalida.com. If that is not possible, they can be submitted in-person to 448 E 1st Street Suite 112. Applications must be submitted at least five (5) working days prior to the date for which the permit is sought.

I. Applicant Information.

Applicant Name: _____

Applicant Business/Organization: Salida Fantasy Faire

Applicant Phone: 719-221-3085

Applicant Email: salidafantasvfest@gmail.com

Applicant Address: 101 Fst Salida Co. 81201

Sound Supervisor¹: _____

Sound Supervisor Phone: Blue Earth Design

II. Event Information.

Description of Event: Salida Fantasy Faire is a folklore and fantasy festival for the whole
Like a Renaissance Festival but with a focus on fairies, dragons and magic!
Hosted by the Salida Regional Library, this fair will be comprised of an artisan market

Estimated Attendance: 100

Date(s): 10-22-22

Hours of Event: 6am-10pm

Location of Event: Alpine Park
Dirt Druid Pottery

¹ The sound supervisor will be responsible for responding to and immediately addressing noise or other complaints in the absence of the applicant/permittee.



III. Noise Information.

Type of Noise (e.g., live music, parade):

Live music, recorded music

Type of Sound Amplification Equipment:

Small AMP, speaker

IV. Agreement.

As the applicant for this noise permit, I, Nate Calderone, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature: Nate Calderone (Typed or Digital signature accepted)

Date: _____

9-27-22

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature: _____

Date: _____



CITY OF SALIDA NOISE PERMIT

Signature by the City Administrator on this noise permit indicates that the noise permit has been deemed granted to the applicant and the requested noise has been so authorized, subject to the conditions and limitations set forth below. Where the conditions or limitations set forth below contradict or conflict with the information contained in the application, the conditions and limitations will control.

I. Conditions and Limitations Applicable to All Permits.

The following conditions and limitations are applicable to all noise permits:

- No noise is permitted after 10:00 PM, unless specifically authorized by the City Council following a public hearing. No noise is permitted after midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend. No noise is permitted after midnight on the Thursday, Friday, and Saturday during the FIBArk festival.
- No noise is authorized in excess of the maximum limit of 85 dB(A), as measured from any point along the property line or within the property line of the receiving premises. Measuring devices shall be those specifically utilized by the City of Salida.
- All amplification equipment shall be arranged so as to minimize the disturbance to neighboring properties, and permittees shall take reasonable measures to baffle or reduce noise impacts to neighbors.
- No outdoor amplified sound shall be permitted between November 1 through May 1.
- A maximum of sixty (60) amplified sound permits may be granted to same location during a single calendar year, unless additional permits are specifically authorized by the City Council following a public hearing.

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): _____

Expiration: _____

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____

Event Coordinator Form

Coordinators of community events in Chaffee County with retail food vendors must complete this form and submit to Chaffee County Public Health, packet MUST include: this form, all vendor applications, associated event fees.

At least ONE month prior to the event

The event coordinator fee for this application is \$50.00

(No fee required for non-profit or charitable organizations MUST provide a copy of the 501C-3 documentation)

Vendor Application fees are \$50.00 per vendor performing retail food services.

Event Information

Event name: Salida Fantasy Faire

Event date(s): 10-22-22

Location of event: Alpine Park

Hours of event: 10am-6pm

Expected peak day(s) if event is longer than one day: _____

Event coordinator name: Nathanael Calderone

Coordinator's phone number: 719-221-3085

Coordinator's mailing address: 101 Fst Salida Co. 81201

Coordinator's email: naters.ink@gmail.com

Contact person during the event (if different from above): _____

Contact phone number for day(s) of event: _____

Services Provided On-Site to Retail Food Vendors (check all that apply)

Water Supply

- ☒ There is access to potable water taps on site
- ☐ Vendors must bring their own water supplies
- ☒ Public drinking water accessibility

Waste Water

- ☐ There will be liquid waste collection tanks/receptacles on site
- ☒ Vendors must arrange for their own wastewater disposal

Electricity

- ☐ There will be no electricity supplied on site
- ☒ There is access to electricity on site
- ☐ Generators will be provided for vendor use
- ☐ Vendors are allowed to use generators on site

Trash/Refuse

- ☒ Trash receptacles throughout the event for the public
 - ☐ Dumpsters on site for vendor and public trash removal
- How often is trash removed? as needed

Toilet Facilities

- ☒ Portable toilets How Many? 4
 - ☐ Other (include showers and other plumbed devices): _____
How many? _____
- How often will these be serviced? _____

Handwashing Facilities

- ☒ Hand sinks in permanently plumbed restrooms How many? 4
 - ☐ Mobile handwashing stations
- How often will these be serviced? _____

Other services

- ☐ Refrigerated truck
- ☐ Commissary kitchen
- ☐ Ice
- ☐ Three-compartment sink set up for each vendor
- ☐ Other: BlueEarthDesign
DirtDruidPottery

Temporary Event Site Map

Provide a labeled map of the entire Temporary Event area and include the following:

- ☒ Toilet facilities (portable and fixed)
- ☒ Handwashing facilities
- ☒ Trash containers
- ☒ Electrical hook-up points and generator locations
- ☒ Potable water taps for vendors
- ☒ Public drinking water stations
- ☒ Location of wastewater collection tanks or sanitary sewer
- ☐ Location of all food preparation and service areas on the event grounds
- ☒ Retail food vendors
- ☒ Roadways, sidewalks, and walkways
- ☐ Refrigerated truck (if applicable)
- ☐ Commissary kitchen (if applicable)
- ☐ Petting Zoo (if applicable)

For DEPARTMENT use only

Approved ____ YES ____ NO Event Coordinator Fee: _____

of Vendors _____ Vendor Fee Totals: _____

EH signature: _____

List of vendors that will be supplying food for event: (include name, email, and phone number).
(Application will be incomplete if this is not submitted.)

[illegible]

Salida Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Nate Calderone	221 30445		Nate Calderone
2. Laura Wancura Atwood	970-396-1319		LAA
3. MARK MONROE	719 221 9893		Mark Monroe
4.			

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

Communications

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

Please enter your evacuation destination into the box in each of the follow scenarios

Fire

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

Salida Regional Library

Medical Emergency

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

Salida Regional Library

Violent incident

- Call 911.
- Attempt to avoid the situation – move participants away
- Try to deny contact-evacuate to

Salida Regional Library

lock/block doors, turn off lights, silence phones.

- If necessary defend - distract, attack, subdue.

Severe Weather/Natural Incident

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

Salida Regional Library

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

- Call 911.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
09/01/2023
Item 5.

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

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

PRODUCER Iron Insurance Partners 201 E Iron Avenue P.O. Box 1213 Salina KS 67402-1213		CONTACT NAME: Danielle Wilson PHONE (A/C, No, Ext): (800) 563-1871 E-MAIL ADDRESS: dwilson@ironrisk.com FAX (A/C, No): (785) 825-5098	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Auto Mutual	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Southern Chaffee County Regional Library District Salida Regional Library 405 E St Salida CO 81201-2633		NAIC # 25135	
--	--	------------------------	--

COVERAGES

CERTIFICATE NUMBER: 22.23 GL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PBP2681254	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Salida 448 E First St., Suite 112 Salida CO 81201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2022

Item 5.

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PRODUCER Iron Insurance Partners 201 E Iron Avenue P.O. Box 1213 Salina KS 67402-1213		CONTACT NAME: Danielle Wilson PHONE (A/C, No, Ext): (800) 563-1871 E-MAIL ADDRESS: dwilson@ironrisk.com FAX (A/C, No): (785) 825-5098	
INSURED Southern Chaffee County Regional Library District Salida Regional Library 405 E St Salida CO 81201-2633		INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25135	

COVERAGES **CERTIFICATE NUMBER:** 22.23 GL **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
			COMBINED SINGLE LIMIT (Ea accident) \$				
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

City of Salida 448 E First St., Suite 112 Salida CO 81201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**Salida Sunrise Rotary Club
Annual Holiday Park Proposal
Dates:
October 28, 2022 through January 6, 2023**

Overall Purpose:

In 2020, the Salida Sunrise Rotary Club (SSR) took over the responsibility of managing the wonderful Salida tradition of **Holiday Park**. The Salida community and many visitors love this annual tradition held throughout the Holiday Season, as Riverside Park is transformed into a "winter wonderland" where individuals can stroll through the decorated treelined sidewalks. It also allows individuals to celebrate their businesses, non-profit organizations and loved ones. Last year, 98 trees were adopted and enthusiasm has already been coming in for this year's Holiday Park tradition. While this is a Community Project for SSR, funds are raised through the adoption of the trees, and all proceeds from these adoptions help provide scholarships to Salida High School students and local individuals continuing their higher education.

Process/Timeline:

As this is a Community Project, SSR looks forward to working with as many members of the community as possible including businesses, non-profits and high school students. Because of the timing for student participation the following is the proposed timeline. The ultimate goal is to have the trees in place by the second week of November so that they may be decorated by Thanksgiving.

October 28th: Salida Boy Scouts will help bring trees from the storage area in the City Building to the staging area behind the Salida Rotary Amphitheater

October 31st: During the week of October 31st through November 4th, the trees will be placed on T-posts along the sidewalks of Riverside Park. The T-posts will be placed 5' away from the sidewalk and 7' apart to avoid the sprinkler system. As in the past, the posts will be placed by Altamont Landscapes as they have the correct equipment to be used to place the T-posts in the ground. Special Electrical outdoor Cords were purchased last year.

November 4th: Salida Boy Scouts will help actually place the trees on the T-Posts

November 6th: Individuals will start to decorate trees for the weeks of November 6th through November 20th. Individuals will be asked to use non-breakable ornaments.

January 6th: Salida Boy Scouts will assist in taking the trees down and returning them to the storage area in the Toubert Building lower level.

Key Notes:

1. Electrical:

- a. SSR is requesting to once again use the main City Electrical Box located on the west side of the park along F Street and Cit Electrical Box located on Sackett. As we have no access to this locked box, SSR will coordinate with the City when access is needed in order to set up the sub-electric boxes owned by SSR/Holiday Park. This access will be needed during the week of October 31st - November 4th.

- b. SSR will continue to use timers throughout the time the trees are decorated (November 20th) until the trees are undecorated (January 7th) from 5:00 to 9:00 each day.
- c. It is my understanding there may be electrical outlets available (via underground) in various locations throughout the park. Please let us know if these are available. We will also need to work with the City Electrician to be sure everything is adequately set up again this year.

2. Logistics:

- a. **Storage Area:** SSR is requesting to once again have access to the locked storage area behind the amphitheater stage as supplies will be stored in this area throughout the period. Currently, SSR has 1 key to this storage area that was provided by the previous organizers of the Holiday Park Project. If the lock has been changed, SSR requests a key be provided as access will be needed several times throughout the staging period.
- b. **Trash:** Occasionally, there may be excess trash as a result of preparing the trees before and after the event. In this case, SSR will need to request access to the trash containers located to the east of the Rotary Scout Hut.
- c. **Park Monitoring:** Throughout the entire period of time that the trees are in place and until they are taken down, SSR will have members (at least 2 at a time) monitor the sidewalks and immediate area of the trees to be certain ornaments that may have flown off the trees can be replaced on their trees or discarded if they are broken. In addition, at least 2 members will provide snow shoveling services if needed to keep the sidewalks clear. Please note, these trees will be placed 5' from the sidewalks to accommodate any snow shoveling that may need to take place
- d. **Trees:** SSR would like to continue to increase the number of trees used; therefore, it may be more than 100 this year. If more trees are added, more sidewalk space will be needed throughout the Riverside Park.

Safety Plan/Emergency Procedures

SSR will notify local law enforcement of the event. We don't anticipate a need for any special services or dedicated personnel at the event based on the activities we are having.

Special Event application

* Required

1. Event contact name *

Janet Franz

2. Event contact email address *

jfranz0621@gmail.com

3. Event contact phone number *

719-239-0204

The following questions are similar to the questions that were answered in the online "Park rental and Special event request form". Please provide more detail in this application.

4. Event location

Riverside Park

5. Event start date

Oct. 28, 2022

Example: January 7, 2019

6. Event start time

12:00 Noon

Example: 8:30 AM

7. Event end date

January 6, 2023
Example: January 7, 2019

8. Event end time

5:00 pm
Example: 8:30 AM

9. Estimated number of people in attendance

Varies. - 5 to 50

10. Please provide a short description of the event

Holiday Park is an annual project sponsored by the Salida Sunrise Rotary Club. The Salida Community and many visitors love this tradition as Riverside Park is transformed into a winter wonderland. The tree-lined side walks have (hopefully) 100 prelit trees available for adoption

11. Will food or merchandise be available from any vendor? Mark

only one oval.

- ☐ Yes
☒ No
☐ Maybe

If YES, FOOD AND SALES TAX LICENSES MUST BE OBTAINED AND POSSIBLY A MULTI VENDOR PERMIT . Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multi Vendor license:

<https://drive.google.com/file/d/1VHVSD9PEo0x-dNvllrrkWRlXr1JaL8o9/view?usp=sharing>

County Permit:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

12. Will Alcohol be sold or distributed at your event?

Mark only one oval.

- ☐ Yes
☒ No
☐ Maybe

If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

<https://drive.google.com/file/d/1VGNG7tcBM4NP0KCIJ9hZqqrvcvuyPvu/view?usp=sharing>

13. Will there be amplified sound at your event?

Mark only one oval.

- ☐ Yes
☒ No
☐ Maybe

If yes, complete the Amplified Sound Permit available below.

<https://drive.google.com/file/d/1V70HXR0EElrRqCV4S9hTqXj-1Pwfdss1/view?usp=sharing>

14. Are any streets, sidewalks or other right of way closures required for your event?

Mark only one oval.

- ☐ Yes
☒ No
☐ Maybe

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

<https://drive.google.com/file/d/1V3xAFRIMqozcGrAQsk9QC3BoCltme09V/view?usp=sharing>

15. If yes, please describe the request.

16. Will you require any security or law enforcement services specific for your event?

Mark only one oval.

- ☐ Yes
☒ No
☐ Maybe

17. If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.)?

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

18. Where will people park for your event?

On the streets and parking lots close to
Riverside Park.

19. How many additional trash cans are needed for your event?

0

20. Is a quote from a trash service included in your application packet?

Mark only one oval.

☐ Yes

☒ No

21. Is the Emergency Action Plan included in your application packet?

Mark only one oval.

☒ Yes

☐ No

22. Have you obtained insurance for your event that lists City of Salida as additionally insured?

Mark only one oval.

☒ Yes

☐ No

23. Please check that you understand and will adhere to the following requirements:

Check all that apply.

☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.

☒ You will be required to have insurance and name the City as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.

☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements

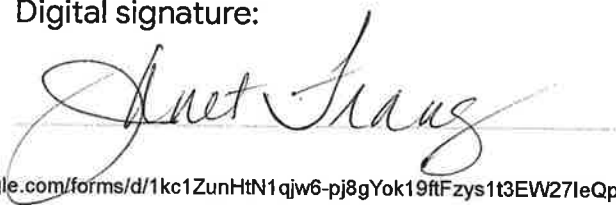
☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.

☒ 1 trash can per 50 people is required

☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.

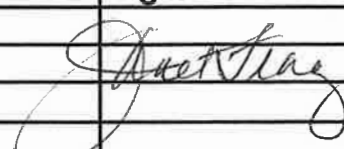
☒ All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

24. Digital signature:



Salida Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact Info 1	Contact Info 2	Signature
1. Cecil Rhodes	214-493-8157		
2. Janet Franz	719-239-0204		
3. Eileen Rogers			
4.			

Please complete the following template according to your Events plan and location.

The following procedures should be followed in the event of an emergency.

Communications

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

Please enter your evacuation destination into the box in each of the follow scenarios

Fire

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

Medical Emergency

- Identify the medical emergency.
- If life threatening, call 911.
- Administer first aid if properly trained.
- Evacuate the injured person to Hillme

Violent Incident

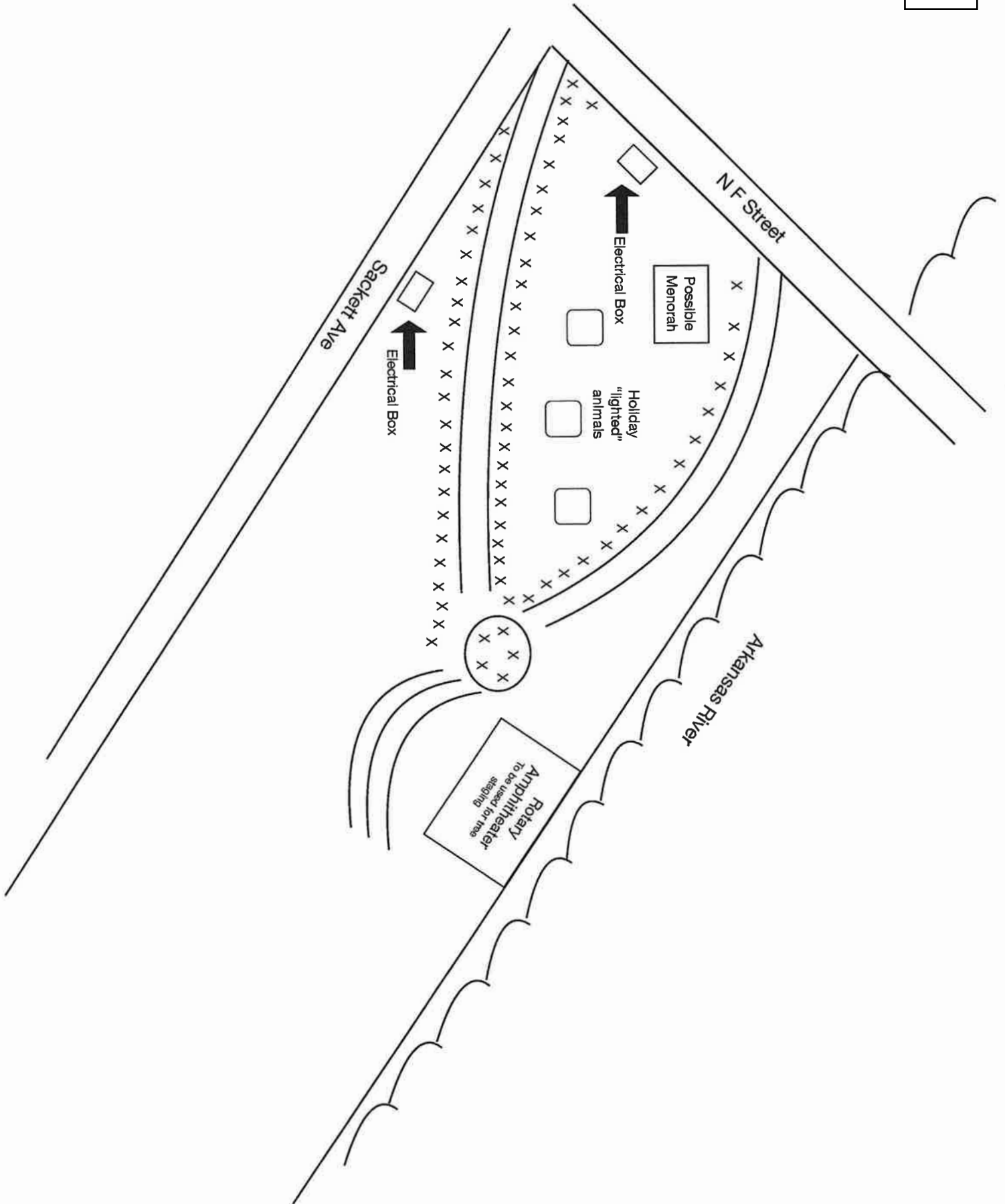
- Call 911.
- Attempt to avoid the situation -- move participants away
- Try to deny contact-evacuate to Rotary Amphitheater back stage
lock/block doors, turn off lights, silence phones.
- If necessary defend - distract, attack, subdue.

Severe Weather/Natural incident

- Move participants away from threat if possible.
- Evacuate to encourage to return home
- Call 911

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

- Call 911.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2022
Item 6.

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PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sulita
PHONE (A/C, No, Ext): 1-833-3ROTARY
FAX (A/C, No): 630-285-4062
E-MAIL ADDRESS: rotary@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westchester Surplus Lines Insurance Company	10172
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All Active US Rotary Clubs & Districts
Sunrise Rotary of Salida

ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Salida Colorado
Sunrise Rotary of Salida (District 5470)
Holiday Park
Riverside Park
October 28, 2022 through January 6, 2023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia L. DeMonte

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Hello everyone,

This is Robin NeJame the co-coordinator of the annual Parade of Lights. As you may have heard, Salida Business Alliance is disbanding, and High Country Bank has been asked to take on this event. Vicki Sue and SBA are holding our hands this year. Thanks to everyone for your proactive help to ensure this annual event goes smoothly again, for this entire community.

I had a meeting with Tina and Michael on September 20th. Along with Vicki Sue, they both helped me immensely in the fine details which need to happen to create a memorable and most importantly, a safe event. Please let me know if you have questions regarding the following details:

Who: Salida Community, visitors

What: Salida Business Alliance and High Country Bank present the annual Parade of Lights.

When: Friday, November 25, 2pm - 8pm

Where: Alpine to Riverside (F Street will be closed at 2:00 pm and the parade will begin at 6:00 pm). Riverside Park will have Santa at the Rotary Amphitheatre (a park permit has been submitted to request specific dates and needs)

Number participants: approximately 1000+

Parade Details:

2:00 pm – Road closed. Request for Salida PD to remove vehicles on F Street. Notices regarding parking will be placed in the Mountain Mail and on barricades at 2 pm. What is not removed by 4 pm will be towed.

5:15 pm – Parade Line up with the Assistance of Dan Sack. NO CANDY THROWING, nor passing out. HCB will ensure that Santa has some treats for his visitors.

6:00pm – Parade starts at 5th and F Street and will go toward S mountain on F Street. Santa, with assistance from the Salida FD will be on a fire truck and will be the last entry in the parade. Santa will light S mountain from 2nd and F and then the Salida FD will take Santa to Riverside Park so he can meet the children on the Rotary stage.

6:15 – 6:30 pm – Parade end and fireworks. SBA donated 1500.00 towards fireworks this year. HCB will have this budgeted in future years.

Clean Up: A volunteer team will check trashcans near Holiday Park as well as near the hot cocoa stand at 2nd and F Street. We will pick up trash in the streets. If trash cans are over half full, then we will take trash to dumpster.

•

Fire Department: Drive Santa and decide how they want to enter Riverside Park.

Police: No escort needed. Needing their assistance calling in license plates and setting barricades at 2 pm. Needing assistance with tows, if necessary.

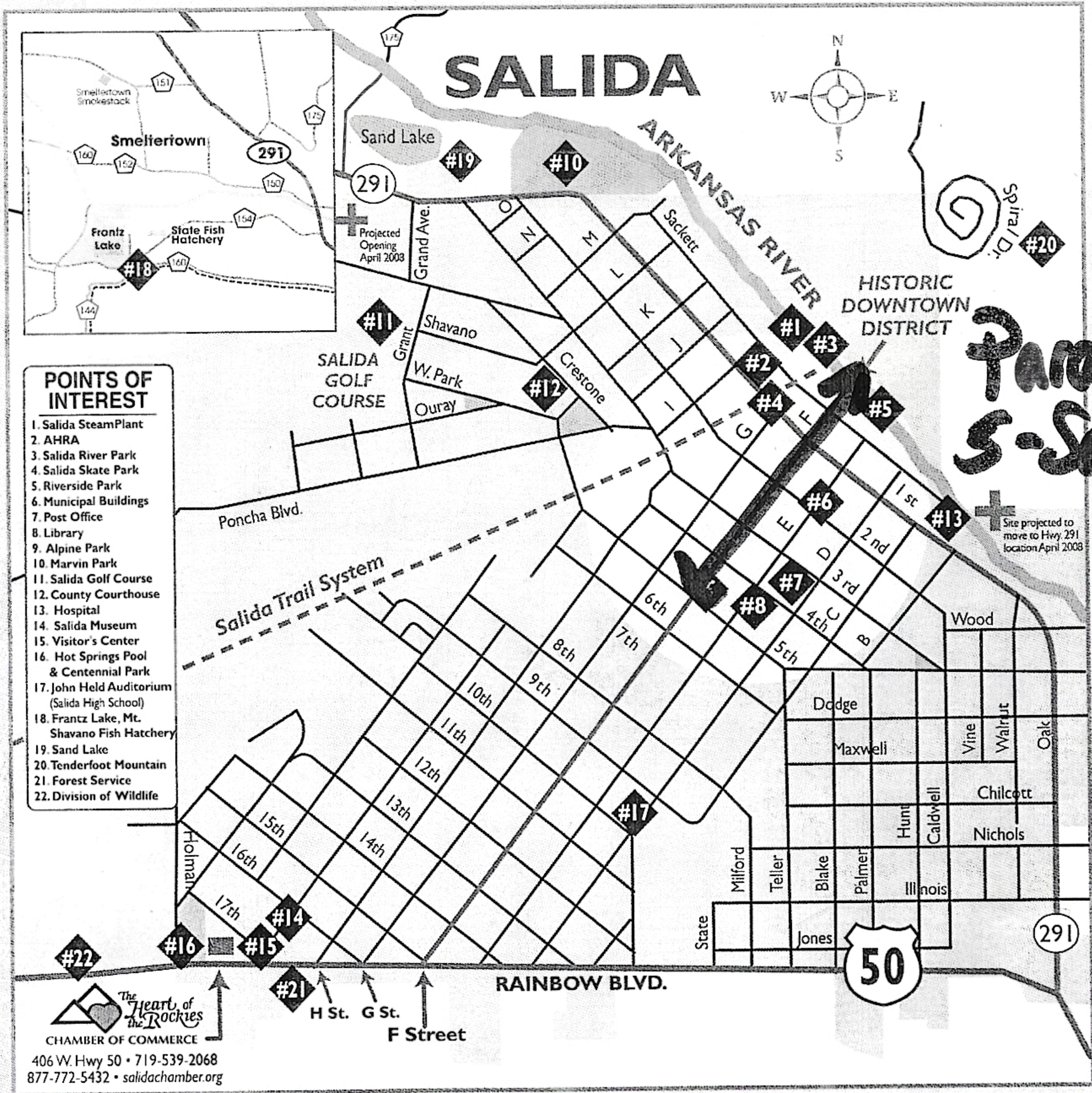
Street closure notes: We have completed and submitted the "Street Closure petition" forms from businesses on F Street. This was turned in to Tina on 9/20/22, along with a parade map. Again, we will need the assistance of Salida PD to remove vehicles. Once streets are closed we will have holiday music starting at 4 pm. Salida Rotary and HCB employees will be serving hot cocoa and the stage on 2nd and F until 8 pm.

PD and Fire requested in the Special Events meeting that in addition to the requested street closure that the streets be closed on the 100 block of Sackett avenue and to close F street up until 7th street.

Thank you all again for helping the scheduling of this event go smoothly. Please let us know if we can provide any other information.

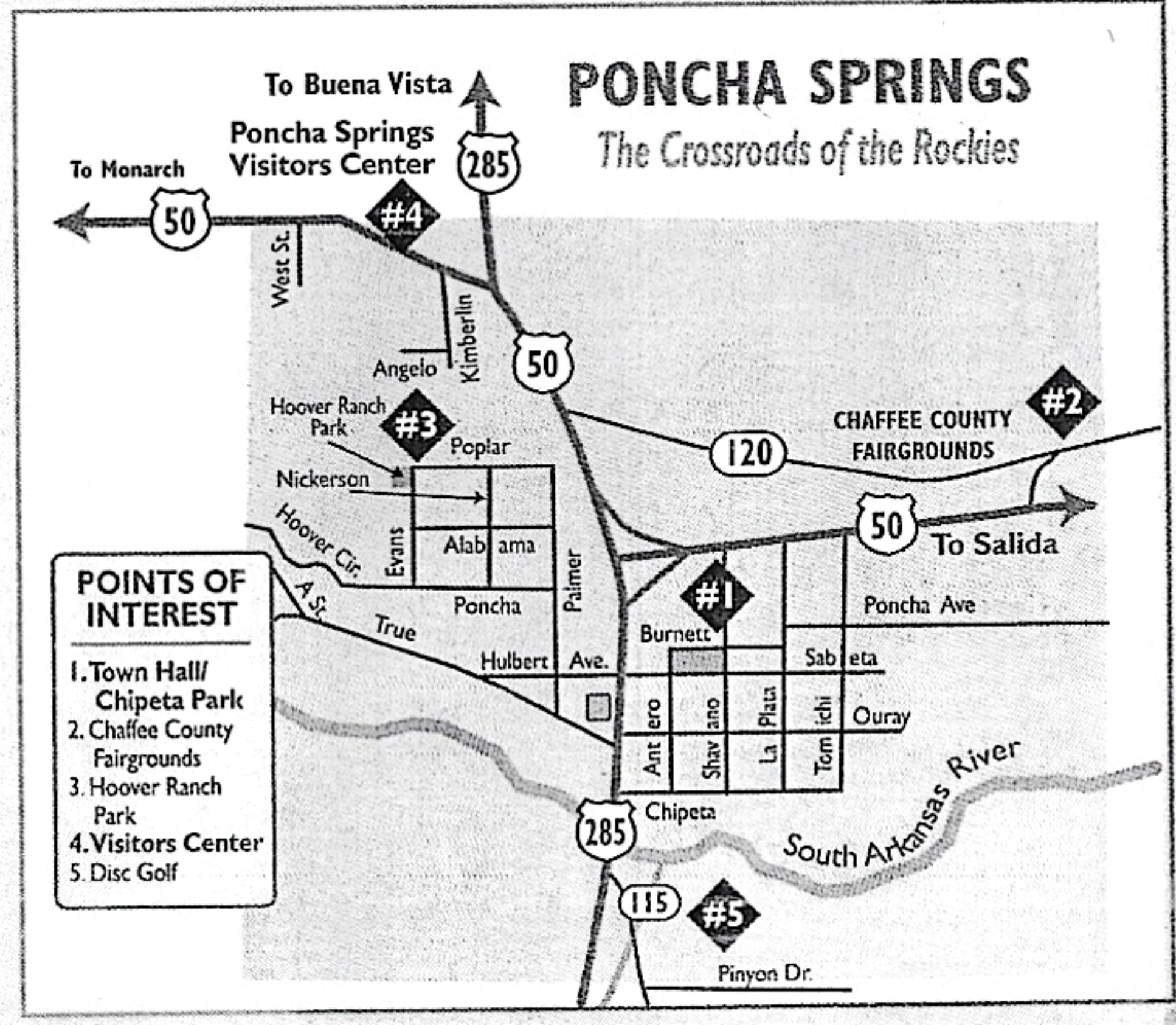
Warmly,

Robin NeJame and Vicki Sue Vigil



MAP HIGHLIGHTS:

- **SALIDA:** Population 5,504; elevation 7,036 feet; founded 1880.
- **Salida Trail:** Steam Plant at West Sackett and G streets; bikers, hikers; loops past Frantz Lake, Mt. Shavano Fish Hatchery, Sand Lake.
- #1 **Steam Plant:** Salida performing arts center, outdoor Sculpture Garden, river walk.
- #2 **Arkansas Headwaters Recreation Area:** Office at G and Sackett streets; river park, area info.
- #3 **Salida River Park:** Downtown river walk, picnicking, kayak play hole, Coors Boat Ramp, slalom course, river fun.
- #4 **Salida Skate Park:** First and G streets, open from dawn to dusk.
- #5 **Riverside Park:** Kids' playground, picnic area, events, festivals, Salida Rotary Amphitheater.
- #8 **Salida Regional Library:** Fourth and E streets; open Monday-Friday, 9 to 8:30; Saturday 9-5:30; Sunday 1-5.
- #14 **Salida Museum:** Memorial Day-Labor Day, US 50 and I streets, next to chamber, hot springs pool, Centennial Park.
- #16 **Hot Springs Pool & Centennial Park:** Hot springs pool; group picnic area and pavilion; basketball, volleyball, tennis, fitness courts; playground; chamber of commerce; museum.
- #20 **Tenderfoot Mountain:** 'S' Mountain, 'Christmas Mountain USA,' rises 550 feet above downtown. Gazebo: great views of Sawatch, Sangre de Cristo ranges.
- #21 **U.S. Forest Service:** US 50, 719-539-3591.
- #22 **Division of Wildlife:** US 50, 719-530-5520
- **Harriet Alexander Airport:** CR 140, 3 miles west of Salida; numerous flying services.
- **PONCHA SPRINGS:** Population 474; elevation 7,465 feet; founded 1880.
- #1 **Poncha Springs Town Hall:** Home of an old school museum and currently town hall; built in 1882.
- #2 **Chaffee County Fairgrounds:** Rodeo grounds, meeting center.
- #4 **Visitor Center.**



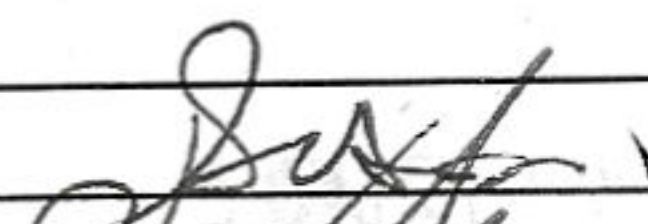
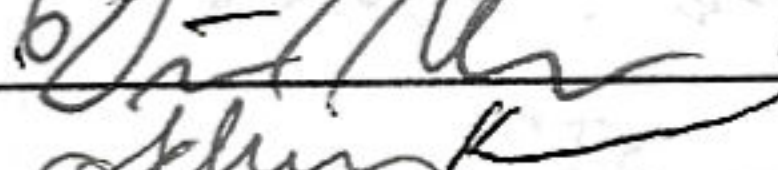
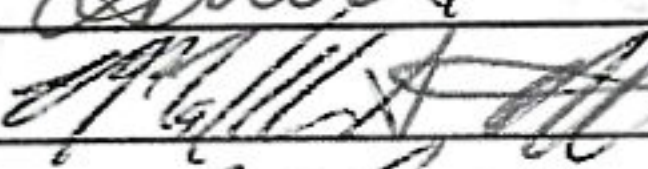

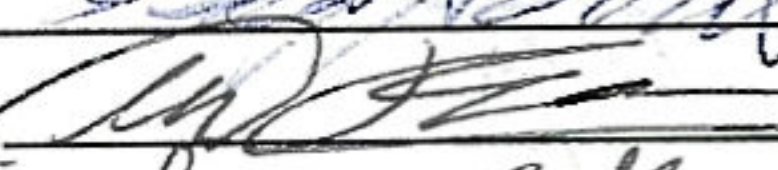
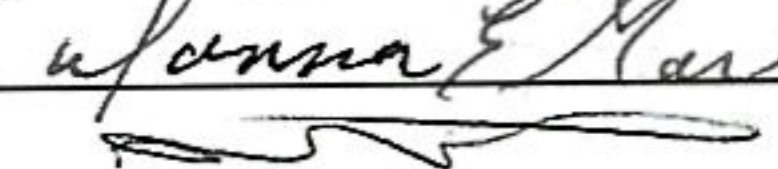
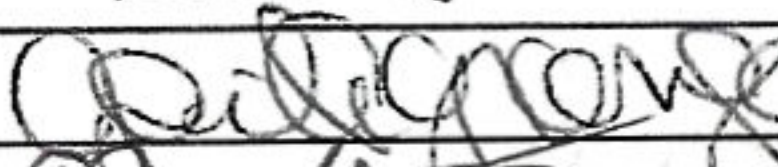
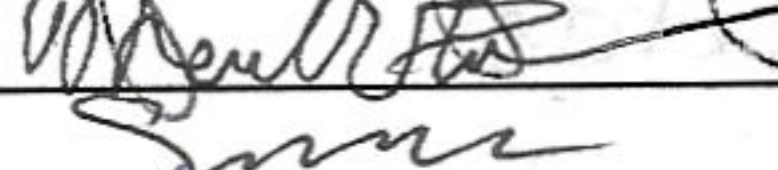
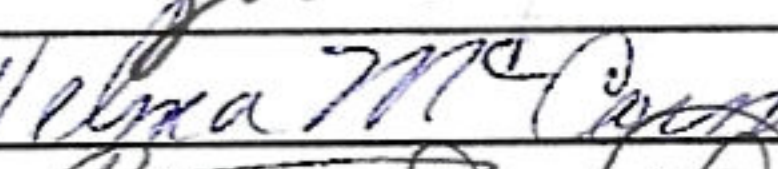

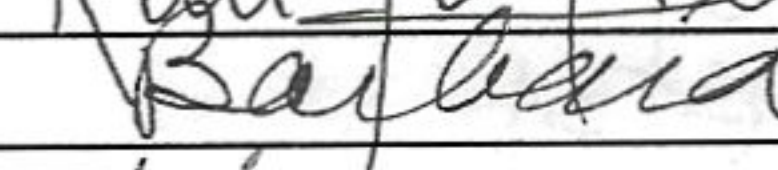

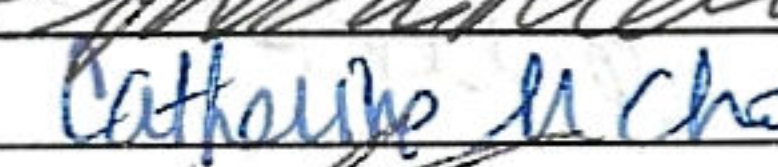

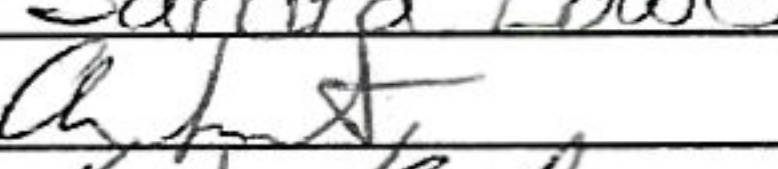
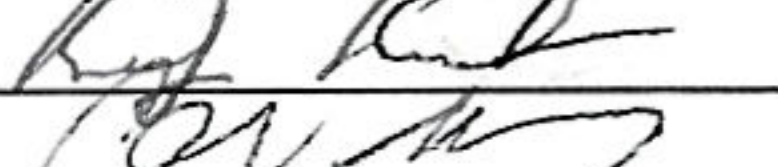
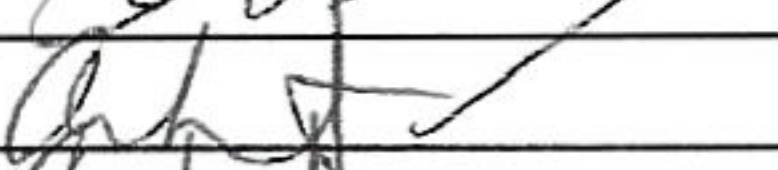



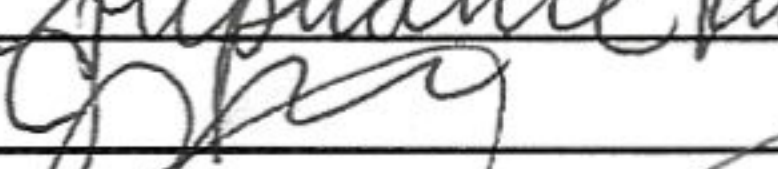
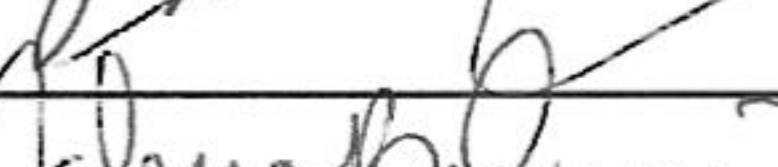
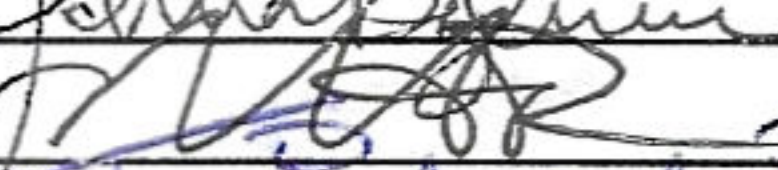


Street Closure Petition

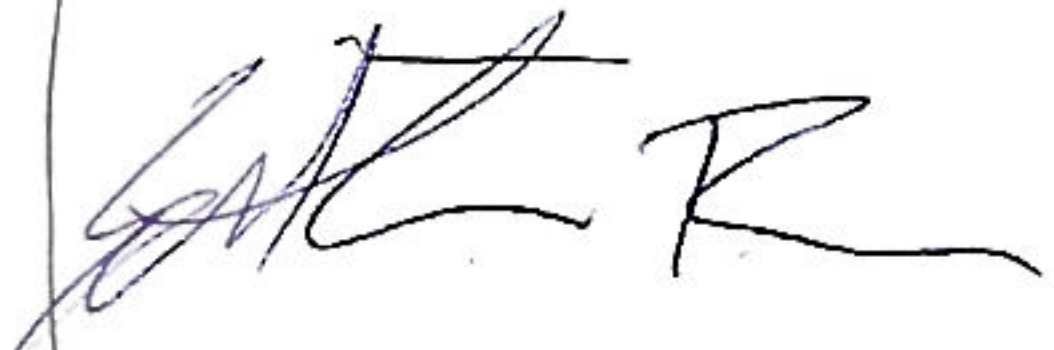




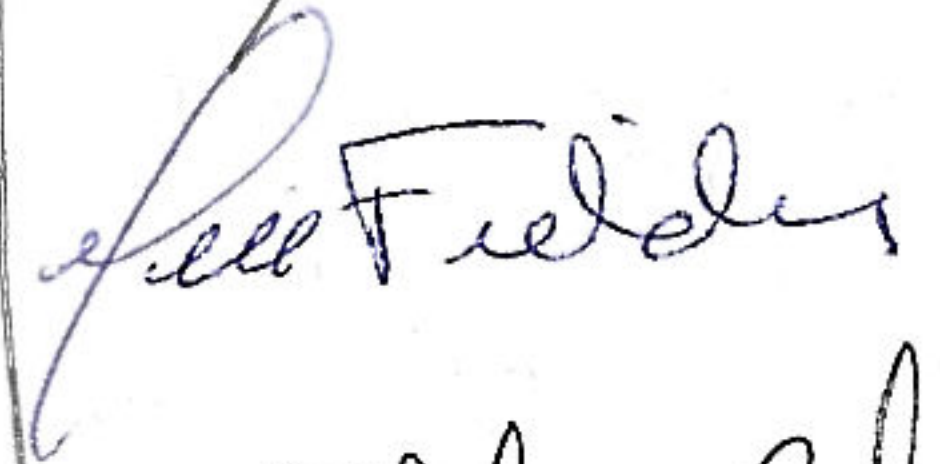

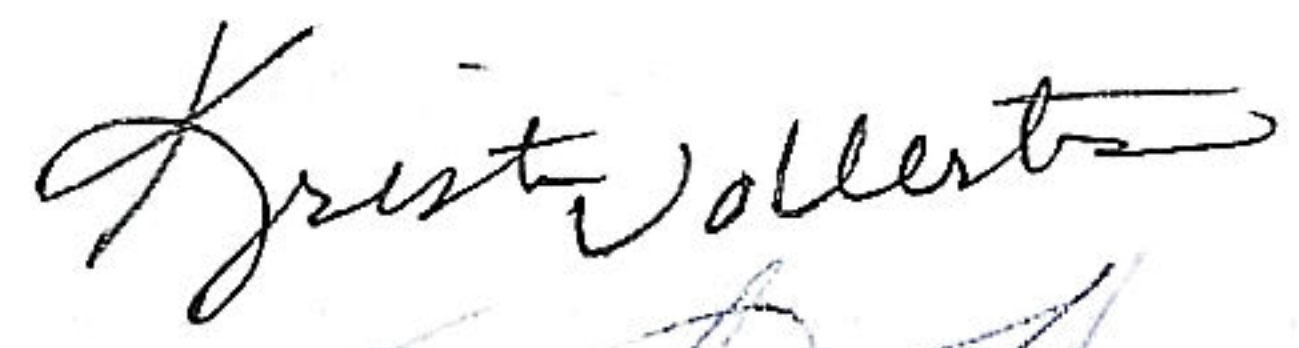
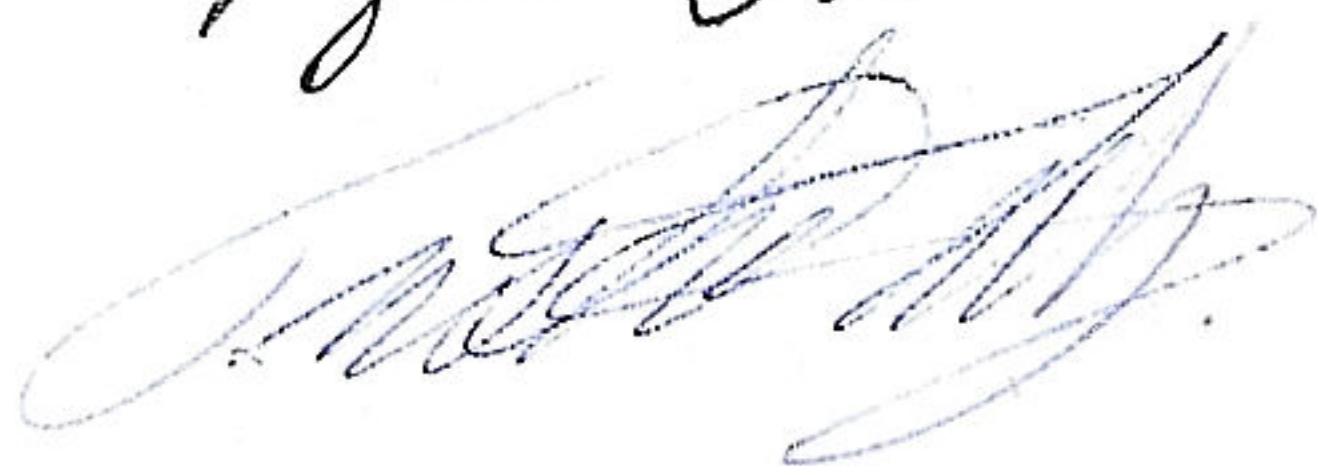
Event location: F Street Parade of Lights Date: 11/25

Event time/ Start: 2-7pm Finish: 7pm

Event coordinator: Vicki Sue Vigil / Robin NeZame Phone: _____

Email address: robin.nezame@highcountrybank.net Cell phone: 719 221 7726

NAME AND ADDRESS Please print	BUSINESS NAME	Support Yes or No	SIGNATURE
Scott Hughes 243 F. St.	Fun Street Arcade	yes	
Vince Miller 221 F St.	Dragonfly Gifts	yes	
Adriane Kuhn 219 FST	Little Red Tricycle	yes	
Matthew Wiestman 203 F St #4	PeakView Mortgage	yes	
Jocelynn Rorlacky 201 FST	Prairie Real Estate	yes	
Scott Ferrier 147 F St	F Street 5th Dime	yes	
Jill Smith 137 FST	Salida Pharmacy & Food	yes	
Donna E. Marling 141 F	Salon	yes	
Donna E. Marling 127	AMICO'S	yes	
Gail Granzella	Edward Jones	yes	
MARK RITTMANN 119 F St	The MAVERICK Potter	yes	
Craig Nelson	Kaizen life & fitness	yes	
Ve Pmcc McCormick 117 F	Seasons Celebrations	yes	
Paityn Mills 115 F	Fatties	yes	
Kimberly Uila	Brown Dog	yes	
BARBARA EVE	Krivanek Jewelers	yes	
John Cameron 109 N F	Salida Books	yes	
Andrea Mossman 117 N F street	Drift & Amble	yes	
Catherine Chochon 202 FST	First Colorado Office	yes	
Jennifer Simpson 220 N F St	Jug Liquors	yes	
Sandra Lowe	Boathouse Cantina	yes	
Justin Smith 228 N F	Salida Brewing Co	yes	
Ray Kitson	Manhattan Hotel	yes	
Chad Gorbey	Totally Tubular	yes	
Kim McCarl	Salida Vibes	yes	
Ray Kitson	Pizza Rio	yes	
Chad Gorbey	Chill Salida	yes	
Isaac Asbury 148 N F	Salida Bake Co	yes	
Stephanie Kuhn 140 N F St	Señor Murphy	yes	
Julie Jackson 136 N F St	J2	yes	
Rache Woods 128 N F St	Pensons Tavern	yes	
Johnna Baughman	Eye Candy	yes!	
Nate Porter 110 N F St	Salida Mtn Sports	yes	
Jennifer Schmitt 102 N F St	Ruby blues	yes	

Name (Print) address	Business	Yes or No	Signature
Mantha Roberts 10 F St.	Yolo Clothing	Yes	
Michael Clark 18 F St	The Michael Clark Gallery	yes	
Jisha Arosemena 112 F St.	HomeSmart Preferred Realty	Yes	
CHRISTA BLAIR BURN 28 F ST	OPAL BOUTIQUE	YES	
Opella Lust 30 F. St.	Faye May	Yes	
Jill Fielder 34 F St	Colorado Wool Company	yes	
Tiffany Driscoll 148 F St.	Vital Living	yes!	
Kristin Vollerken 148 F Street	The Mixing Bowl	yes	
Risha Litz 222 F St.	Free The Monkey	yes	



CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

Chapter 10, Article IX of the Salida Municipal Code (the “Code”) establishes regulations and standards for noise within the City of Salida (the “City”) to reduce and eliminate unnecessary and excessive noise which would otherwise be detrimental to residents and the community in the enjoyment of life, property, and the conduct of business. Of note, Section 10-9-30(c) of the Code provides that it is “unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters onto any other premises in excess” of the specified levels.

Pursuant to Sections 10-9-40(14) and 10-9-80 of the Code, however, the City may specifically exempt a particular noise from this prohibition through the issuance of a noise permit. Such a permit may include limitations and conditions to minimize the adverse impacts of the proposed noise may have on the community or surrounding neighborhood. Such limitations and conditions include, but are not limited to, the following: the hours of operation, maximum decibels, the type of sound amplification equipment, and the type of sound that may be amplified. No permit shall be issued for noise after 10:00 PM, with allowances to go until midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend, and on the Thursday, Friday, and Saturday during the FIBArk Festival.

The issuance of a noise permit is at the sole discretion of the City Administrator or City Council, and the issuance of such permit does not confer any rights upon the permittee other than those expressly authorized by the permit. Violation of any of the conditions or limitations set forth in the noise permit may result in immediate revocation of the permit. Revocation of the noise permit does not preclude the City from seeking any remedies otherwise available under federal, state, or local law.

Applications for a noise permit must be submitted on the attached “Application for a Noise Permit” form and submitted at least five (5) working days prior to the date for which the permit is sought.

**CITY OF SALIDA****NOISE PERMIT APPLICATION**

Please fill out the form completely, including by signing and dating the application. Submitting an incomplete application is a basis for denial of a noise permit. Listing a particular type of audio amplification equipment, hours of operation, or any other information below does not guarantee the applicant's right to use such equipment or have an event at a particular time. Whether such application requests have been granted will be indicated in the issued permit.

Applicants may apply for events which are recurring (*i.e.*, live music every Thursday). Any such events should be clearly described as recurring in the event description and should identify all dates on which the event will occur.

Completed applications should be submitted via email to deputyclerk@cityofsalida.com. If that is not possible, they can be submitted in-person to 448 E 1st Street Suite 112. Applications must be submitted at least five (5) working days prior to the date for which the permit is sought.

I. Applicant Information.

Applicant Name: Robin NeJame

Applicant Business/Organization: Salida Business Alliance/High Country Bank

Applicant Phone: 7192214726

Applicant Email: robin.nejame@highcountrvbank.net

Applicant Address: 7360 US HWY 50

Sound Supervisor¹: Deano Maes

Sound Supervisor Phone: 719-530-0786

II. Event Information.

Description of Event: Parade of Lights

Estimated Attendance: 1000

Date(s): 11/25/2022

Hours of Event: 4 - 8 pm

Location of Event: 2nd and F/Riverside

¹ The sound supervisor will be responsible for responding to and immediately addressing noise or other complaints in the absence of the applicant/permittee.



III. Noise Information.

Type of Noise (e.g., live music, parade):

parade. mike. speakers with holiday music

Type of Sound Amplification Equipment:

mikes. speakers. 1 sound svstem at 2nd street. Maybe a second at Riverside Park.

IV. Agreement.

As the applicant for this noise permit, I, Robin NeJame, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature: Robin NeJame (Typed or Digital signature accepted)

Date: _____

09/20/2022

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature: _____

Date: _____



CITY OF SALIDA NOISE PERMIT

Signature by the City Administrator on this noise permit indicates that the noise permit has been deemed granted to the applicant and the requested noise has been so authorized, subject to the conditions and limitations set forth below. Where the conditions or limitations set forth below contradict or conflict with the information contained in the application, the conditions and limitations will control.

I. Conditions and Limitations Applicable to All Permits.

The following conditions and limitations are applicable to all noise permits:

- No noise is permitted after 10:00 PM, unless specifically authorized by the City Council following a public hearing. No noise is permitted after midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend. No noise is permitted after midnight on the Thursday, Friday, and Saturday during the FIBArk festival.
- No noise is authorized in excess of the maximum limit of 85 dB(A), as measured from any point along the property line or within the property line of the receiving premises. Measuring devices shall be those specifically utilized by the City of Salida.
- All amplification equipment shall be arranged so as to minimize the disturbance to neighboring properties, and permittees shall take reasonable measures to baffle or reduce noise impacts to neighbors.
- No outdoor amplified sound shall be permitted between November 1 through May 1.
- A maximum of sixty (60) amplified sound permits may be granted to same location during a single calendar year, unless additional permits are specifically authorized by the City Council following a public hearing.

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): _____

Expiration: _____

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	October 4, 2022

ITEM

Approval to reduce Performance Guarantee amount for the Papp Minor Subdivision.

BACKGROUND

On February 15, 2022 City Council approved Resolution 2022-09 for the Subdivision Improvement Agreement for the Papp Minor Subdivision. Paragraph 5.8 requires a financial guarantee for the public improvements that are required for the project in an amount of \$192,497.88, which includes the total estimated cost of completing the Required Improvements in the amount of \$153,998.30 plus 25% ($153,998.30 * 25\% = \$192,497.88$).

Paragraph 5.8.4 of the agreement states that "Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.7, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all required improvements."

Attached is a memo from Public Works Director David Lady stating work has been completed consistent with the plans and costs provided by the developer, Deborah Papp. Staff estimates the partial release will be \$138,598.47 ($\$153,998.30 * 90\% = \$138,598.47$) leaving a remainder of \$53,899.41 for the remaining warranty period.

FISCAL NOTE

There are no budget implications with the approval.

STAFF RECOMMENDATION

Staff has identified that the request meets the requirements set forth in the Subdivision Improvement Agreement and recommends Council reduce the Performance Guarantee amount for the Papp Minor Subdivision Project from \$192,497.88 to \$53,899.41.

SUGGESTED MOTION

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

Followed by a second and then a vote.



September 23, 2022

RE: Papp Minor Subdivision, Salida, Colorado
Letter of Substantial Completion for Public Improvements

To: Deborah Papp, Developer

This letter provides notice to the developer that the public improvements for Papp Minor Subdivision are deemed substantially complete. The improvements consisted of public water and sanitary sewer construction as identified in the Development Agreement, dated February 15, 2022. Work has been inspected and approved.

The 1-year warranty period for the public improvements associated with the project will initiate on August 31, 2022.

Thanks,

A handwritten signature in dark ink that reads 'David Lady'.

David Lady, P.E.
Director of Public Works
City of Salida

cc: Bill Almquist
Director of Community Development



Irrevocable Standby Letter of Credit

Number: 1197
 Dated: February 14, 2022
 Amount: One Hundred and Ninety Two Thousand Four Hundred and Ninety Seven and 88/100 (\$192,497.88)
 To: City of Salida
 448 E First St. Suite 112
 Salida, CO 81201

To Whom It May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 1197 in favor of City of Salida (the "Beneficiary"), for the account of Deborah Papp ("Borrower"), whose address is 1420 Hamilton Avenue, Yakima, WA 98902 in an amount not to exceed One Hundred and Ninety Two Thousand Four Hundred and Ninety Seven and 88/100 (\$192,497.88). The Stated Amount, as more fully described below, is effective immediately and expires on January 14, 2023, unless terminated earlier in accordance with the provisions hereof or unless extended by us.

We understand that Borrower is obligated to reimburse Beneficiary for certain expenses related to Borrower's performance under a Subdivision Improvement Agreement, including without limitation Borrower's construction and warranty of the Public Improvements described in the Subdivision Improvement Agreement. This Letter of Credit supports Borrower's obligations under the Subdivision Improvement Agreement, under which Beneficiary is the benefitted owner of such Public Improvements.

Beneficiary is hereby irrevocably authorized to draw on us in one or more draws, for the account of Borrower and in accordance with the terms and conditions hereof, an amount not to exceed the Stated Amount for each specific beneficiary. Upon payment of a drawing hereunder, the Stated Amount will be reduced automatically by the amount of such payment.

Funds under this Letter of Credit are only available to the Beneficiary against the Beneficiary's sight draft drawn on us, substantially in the form of attached Exhibit 1, marked on its face "Drawn Under High Country Bank Irrevocable Letter of Credit No. 1197, dated February 14, 2022. The amount payable to "Beneficiary" by the Irrevocable Standby Letter of Credit shall not exceed a total of One Hundred and Ninety Two Thousand Four Hundred and Ninety Seven and 88/100 (\$192,497.88)" (each such sight draft, the "Draft").

Presentation of the Draft shall be made on a business day in person at our office located at 7360 W. Highway 50 Salida, CO 81201, or any other place that may be designated by us by written notice delivered to the Beneficiary. The "presentment date" will be the date on which we receive the Draft at such office or other designated location. If the Draft is presented to the Bank, funds will be made available within five business days of the presentation date. If requested by the Beneficiary, payment may

www.highcountrybank.net

Home Office Salida
7360 West Highway 50
Salida, CO 81201
719.539.2516

Downtown Salida
130 West 2nd Street
Salida, CO 81201
719.539.2516

Buena Vista
516 Highway 24 North
Buena Vista, CO 81211
719.395.2113

Cañon City
150 North Raynolds Ave.
Cañon City, CO 81212
719.276.2007



be made by deposit of such funds into a designated bank account that the Beneficiary maintains. All payments under this Letter of Credit will be made with our own funds.

Only the Beneficiary may make draws under this Letter of Credit, which is irrevocable and non-transferable.

This Irrevocable Letter of Credit shall terminate on January 14, 2023 or upon the expiration of the Warranty Period under the Subdivision Improvement, whichever is sooner. An extension to this line of credit shall be granted only with the written approval by both the Beneficiary and the Bank.

Funds are available to the Beneficiary upon your presentation of the following statement, reading precisely as follows:

“We hereby certify that Deborah Papp is in default under or with respect to those obligations set forth under that Subdivision Improvement dated _____, as recorded by the Chaffee County Clerk at Reception No. _____, by and between City of Salida and Deborah Papp, and that funds drawn hereunder will be used by us to settle the amounts owed to us. The amount due by Deborah Papp to City of Salida as of this date \$(amount owed).”

We hereby agree with you that Drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be honored by us upon presentation and delivery of the documents as specified hereby, if presented to this office, as set forth herein, or on or before the Expiration Date.

This Irrevocable Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce – Publication No. 600 (the “UCP600”) and shall be governed by the laws of the State of Colorado with respect to subject matters not addressed by the UCP600. In the event of an action between the Beneficiary and the Bank regarding this letter of credit, both City of Salida and High Country Bank submit to the jurisdiction and venue of the Chaffee County District Court, State of Colorado. Both Parties agree to accept service of process in any such action, if service is made by registered or certified mail (return receipt requested) or courier service, postage or delivery fee prepaid, to the address of the Bank set forth above.

If any Expiration Date specified herein shall fall upon a day other than a regular business day of the Bank, the expiration date shall ipso facto be extended to the close of business on the next successive business day of the Bank.

Sincerely

Ron Fore
Vice President Commercial Loans
High Country Bank

www.highcountrybank.net

Home Office Salida
7360 West Highway 50
Salida, CO 81201
719.539.2516

Downtown Salida
130 West 2nd Street
Salida, CO 81201
719.539.2516

Buena Vista
516 Highway 24 North
Buena Vista, CO 81211
719.395.2113

Cañon City
150 North Raynolds Ave.
Cañon City, CO 81212
719.276.2007

CLERK'S NOTE:
NOT ORIGINAL DOCUMENT

CITY OF SALIDA, COLORADO
RESOLUTION NO. 09
(Series 2022)

Item 8.

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PAPP
MINOR SUBDIVISION.

WHEREAS, Deborah Papp is owner of the proposed Papp Minor Subdivision; and

WHEREAS, on March 25, 2019 the Salida Planning Commission approved the Papp Minor Subdivision which consists of five (5) lots on the 2 acres ("Property"); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code ("Land Use Code") and the conditions set forth in by the Planning Commission, the City and the Developer wish to enter into a Subdivision Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the subdivision public improvements and other improvements; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvement Agreement with Deborah Papp for the Papp Minor Subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Salida that:


The Subdivision Improvement Agreement for the Papp Minor Subdivision, annexed hereto and incorporated herein as "Exhibit A" is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 15th day of February, 2022.



CITY OF SALIDA, COLORADO


Mayor Dan Shore


City Clerk/Deputy City Clerk

479175

Lori A Mitchell
Chaffee County Clerk

3/30/2022 3:44 PM
COR R\$133.00 D\$0.00

478949

478949 3/21/2022 3:45 PM
1 of 19 RESC R\$103.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

EXHIBIT A

SUBDIVISION IMPROVEMENT AGREEMENT PAPP MINOR SUBDIVISION

THIS SUBDIVISION IMPROVEMENT (the "Agreement") is made and entered into this 15th day of February, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Deborah Papp ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the "Papp Minor Subdivision" consisting of 2 acres and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 On March 25, 2019 the Planning Commission approved the Papp Minor Subdivision consisting of the Property described on **Exhibit C**, Papp Minor Subdivision plat. A condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code.
- 1.3 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements.
- 1.5 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

Section 2 - Definitions

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

- 2.1 "Agreement" means this Subdivision Improvement Agreement for the Papp Minor Subdivision. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 "City" means the City of Salida, a Colorado statutory City.
- 2.3 "City Administrator" means the City Administrator of the City of Salida, and the City Administrator's designee.

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- 2.4 "City Code" means the City of Salida Municipal Code.
- 2.5 "City Council" means the City Council of the City of Salida, Colorado.
- 2.6 "Dark Sky-Compliant" means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.7 "Dedicated Lands" means those lands the Developer will convey to the City for public use.
- 2.8 "Developer" means Deborah Papp and its successor(s).
- 2.9 "Development" means all work on the Property required to transform the Property into the Papp Minor Subdivision approved by the City of Salida Planning Commission. The term "Development" includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."
- 2.10 "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 Developer.
- 2.11 "Force Majeure" means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party's reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.12 "Land Use Code" means the City's Land Use and Development Code, Title 16 of the City Code.
- 2.13 "Native Vegetation" means "native plant" as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 "Noxious Weed" takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.15 "Other Required Improvements Warranty Period" means a period of two years from the date that the City Engineer or the City Engineer's designee, in accordance with the terms and conditions of paragraph 5.11 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 "Performance Guarantee" means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer's construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of completing said Required Improvements.

- 2.17 **"Property"** means the land that is known as the Papp Minor subdivision and described in **Exhibit B**.
- 2.18 **"Public Improvements"** means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit D**.
- 2.19 **"Public Improvements Warranty Period"** means a period of one year from the date that the City Engineer or the City Engineer's designee, in accordance with the terms and conditions of paragraph 5.11 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.20 **"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 Development Plan and the Subdivision Plats; and the City's drafting, review, and execution of this Agreement as described in **Exhibit E**.
- 2.21 **"Required Improvements"** means the public and other improvements that the Developer is required to make to the Property as part of the subdivision approval and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 **"Subdivision Plat"** means the Papp Minor Subdivision of the Property approved by the Salida Planning Commission.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 **Contractual Relationship**. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 **Binding Agreement**. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

- 3.3 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the Minor subdivision by the Planning Commission on March 25, 2019 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. 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 Papp Minor Subdivision approval, and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Additional Conditions of Papp Minor Subdivision Approval.
- 5.3.1 Developer agrees to dedicate 10 feet of right-of-way adjacent to CR 105 so the total right-of-way for the CR 105 equals 60 feet.
- 5.3.2 Developer agrees to dedicate a 15 foot wide tract (fee-simple) along the full north side of the Property, north of Lot 1, to the City of Salida for the continued maintenance of the city sewer trunk line and to provide pedestrian trail access to the Arkansas River. This dedication shall constitute an “extraordinary contribution” to parks, trails and open space, pursuant to Code Section 16-6-120(8)(v).

- 5.3.3 Developer agrees to provide a fee-in-lieu for one-half of an eight foot (8') wide concrete trail for the length of the property frontage on CR 105 for a total of \$9,635. The payment may be collected on a pro-rata share (\$1,927) at the time of issuance of a building permit for each lot.
- 5.4 Required Improvements. Attached **Exhibit D**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Public Works Manual and the City's Standard Specifications for Construction ("Standard Specifications"), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer's designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.11 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.
- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, and criteria, and with industry standards governing such construction.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.8 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.7 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit D**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$153,998.30. Therefore, the Performance Guarantee must be in an amount equal to \$192,497.88.

5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.

5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of completing the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.

5.8.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.

5.8.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.7 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit D**.

5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, City Council shall authorize a full release of the Performance Guarantee.

5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions

listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats.

- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:
- 5.9.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.9.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the recorded Papp Minor Subdivision.
- 5.9.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.8 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.8 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.17 Trash, Debris, and Erosion. During Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.

When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case

of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

- 5.18 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended ("Clean Water Act"); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

- 5.19 Fees. The Developer shall pay to the City the fees described below at the time set forth below:

- 5.19.1 Developer's reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City's processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). 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 costs incurred by the City.
- 5.19.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 5.19.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.19.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions Section 11 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.19.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this 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. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit F**, which is incorporated herein by this reference, provides the schedule according to which construction and installation of the Required Improvements will occur ("Construction Schedule"). If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 Site Restoration. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit D**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Default by Developer and City's Remedies

- 7.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, 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 Developer.
- 7.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 7.1.3 Suspension of all further activities, approvals, and permitting related to the Subdivision Plat.

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7.1.4 A demand that the Performance Guarantee be paid or honored.

7.1.5 Any other remedy available in equity or at law.

7.2 Notice of Default. Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer's receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.

7.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.

7.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

7.5 Waiver. 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 not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.

7.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 8 – Indemnification and Release

8.1 Release of Liability. The Developer 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 Developer 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. Accordingly, the Developer 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 Developer 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 Subdivision Plat; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the

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Subdivision Plat; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.

- 8.2.2 The Developer 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 Subdivision Plat; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any proceedings to challenge the City's approval of the Subdivision Plat.
- 8.2.3 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 8.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 9 – Representations and Warranties

- 9.1 Developer's Representations and Warranties. The Developer represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 9.1.1 Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 9.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated in the proposed Subdivision Plat.

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- 9.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 9.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 9.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 9.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to Develop the Property as proposed in the Subdivision Plat.
- 9.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 10- General Provisions

- 10.1 Waiver of Defects. In executing this Agreement, the Developer 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 Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the Ordinances or resolutions adopting this Agreement.
- 10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement

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Lori A Mitchell
Chaffee County Clerk

478949 3/21/2022 3:45 PM
15 of 19 RESC R\$103.00 D\$0.00

Item 8.

3/30/2022 3:44 PM
COR R\$133.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

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Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.

- 10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 10.5 Survival. The City's and the Developer'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.
- 10.6 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 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
Suite 112
Salida, CO 81201

Notice to the Developer:

Deborah Papp
1420 Hamilton Ave.
Yakima, WA 98902

- 10.7 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.
- 10.8 Recording. The City shall record this Agreement along with the Papp Minor Subdivision plat with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 11.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.

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Lori A Mitchell
Chaffee County Clerk

Item 8.

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Lori A Mitchell
Chaffee County Clerk

- 10.9 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 or the Developer.
- 10.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 10.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 10.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 10.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 10.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

This page intentionally left blank. Signature pages follow.

Item 8.

Lori A Mitchell
Chaffee County Clerk



By:

Mayor Dan Shore

ATTEST:

Erin Kelly
City Clerk/Deputy City Clerk

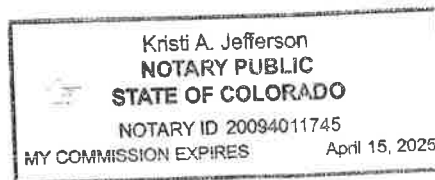
[illegible]

Acknowledged, subscribed, and sworn to before me this 15th day of February 2022 by Dan Shore, as Mayor, and by Erin Kelley, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: April 15, 2025

Notary Public



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Lori A Mitchell
Chaffee County Clerk

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Lori A Mitchell
Chaffee County Clerk

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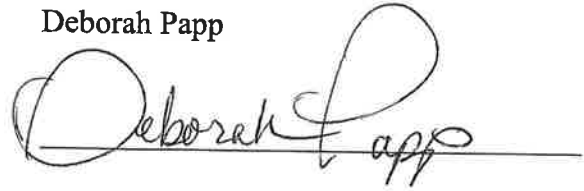
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Lori A Mitchell
Chaffee County Clerk

Deborah Papp

By:

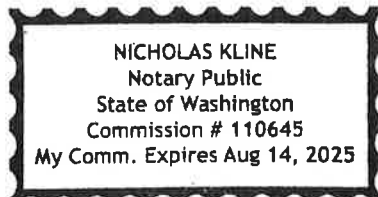


STATE OF WA)
) ss.
COUNTY OF Yakima)

Acknowledged, subscribed, and sworn to before me this 23 day of Feb 2022
by _____ Deborah Papp.

WITNESS my hand and official seal.

My Commission expires: 8/14/25





Notary Public

EXHIBIT B

A tract of land located in the W ½ of the NE ¼ of Section 9, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:

Commencing at a point on the east boundary of the country road whence the NE corner (brass cap) of said Section 9 bears North 29°10.1' East 3273.5 feet;

Thence North 13°04' West 516.5 feet, then North 11°06' West 243.4 feet along said east boundary of the country road to the center of Loggie Gulch and then North 10°02' West 572.8 feet to the point of beginning of the tract herein described;

Thence proceeding around the tract North 10°02' West along the east boundary of the county road 347.6 feet more or less to the south line of the easement described in Book 292 at Page 326 as recorded in Chaffee County, Colorado;

Thence South 89°10' East along said easement line 255.2 feet more or less to the centerline of the Arkansas River;

Thence S'ly along said river centerline to a point which is South 89°10' East of the beginning point;

Thence North 89°10' West 150 feet more or less to a point marked (as is the beginning point) by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a 1 ½ aluminum cap;

Thence continuing North 89°10' West for an additional 99.4 feet to the point of beginning.

And the northerly 15.0 feet of the above described property (outlot A) is hereby dedicated and granted to the city of Salida for the continued use of a sewer pipeline and suspension bridge and for pedestrian trail access to the Arkansas River.

And the 0.075 acre strip of land along the west boundary of the property is hereby dedicated to the public as additional public right-of-way for Chaffee County Road No. 105. The Dimensions of said strip are shown on sheet 2.

Also known by the following address:

6792 County Road 105, Salida, CO 81201

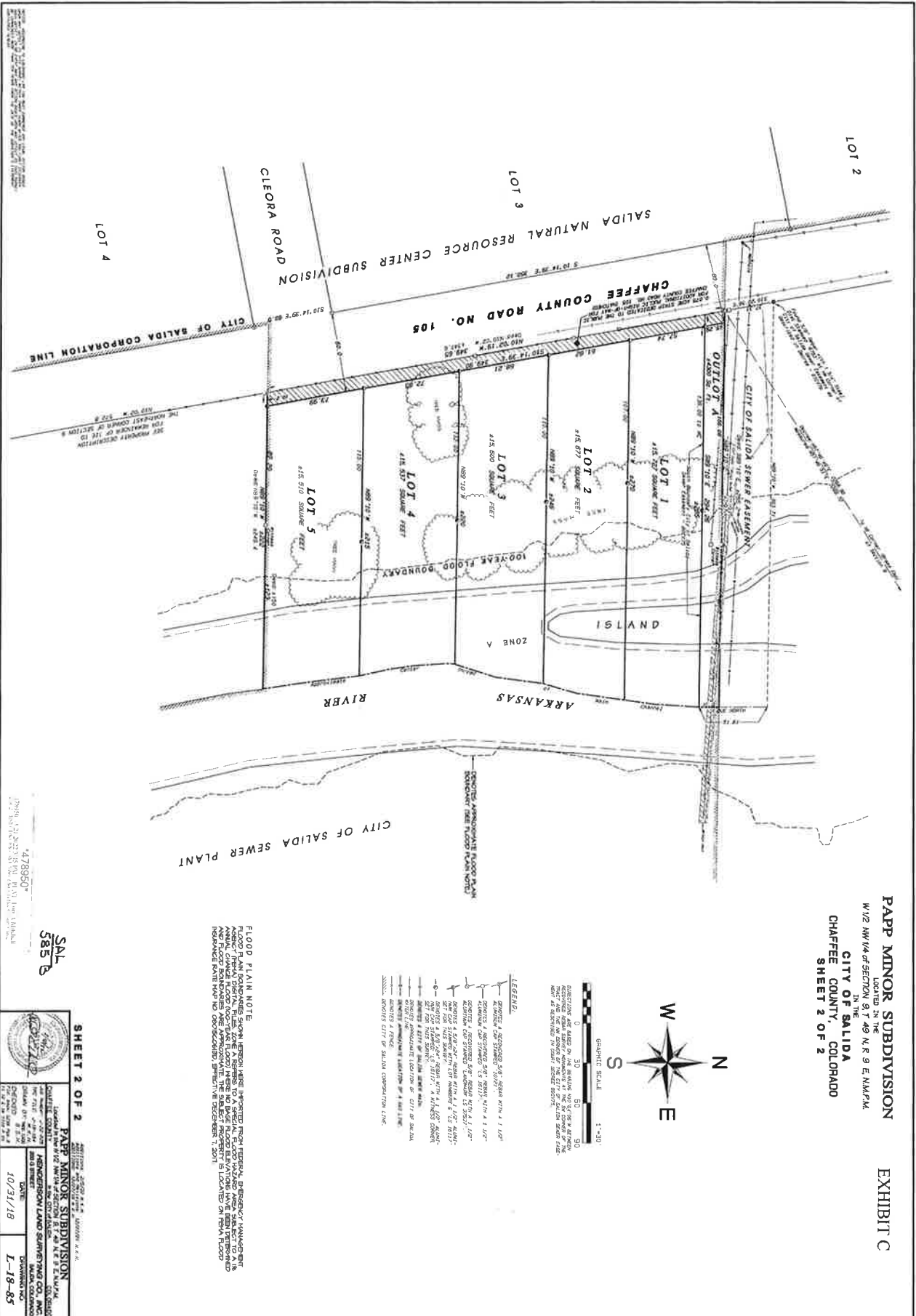
And assessor's schedule or parcel number: 380709100006

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Lori A Mitchell
Chaffee County Clerk



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Lori A Mitchell
Chaffee County Clerk

Bid Tabulation **PAPP MINOR SUBDIVISION**

EXHIBIT Item 8.

Cont. Providence Const. Inc.

Prepared by: Crabtree Group, Inc.

Owner: DEBORAH J. PAPP

October 6, 2021

Item	Qty	Unit	Description	Unit Cost	Total Cost
Sitework					
1	218	LF	SAWCUT EXISTING ASPHALT TO LIMITS SHOWN	4.50	981.00
2	121	SY	REMOVE AND DISPOSE OF EXISTING ASPHALT	4.50	544.50
8	121	SY	FURNISH & INSTALL ASPHALT PATCH PER CITY OF SALIDA SPECS	50.00	6,050.00
			Subtotal		7,575.50
Sewer					
3	1	EA	CORE EXISTING MANHOLE TO ACCOMMODATE NEW 8" SEWER MAIN	1,700.00	1,700.00
4	365	LF	FURNISH & INSTALL 8" DIAMETER PVC SEWER MAIN	152.72	55,742.80
5	1	EA	FURNISH & INSTALL 48" DIAMETER SEWER MANHOLE	4,500.00	4,500.00
6	1	EA	FURNISH & INSTALL MANHOLE CONCRETE COLLAR	500.00	500.00
7	303	LF	FURNISH & INSTALL 4" DIAMETER PVC SEWER SERVICE LINE AT 2%	60.00	18,180.00
			Subtotal		80,622.80
Water					
11	1	EA	FURNISH & INSTALL 8"x8" HOT TAP TO EXISTING WATER MAIN	5,000.00	5,000.00
12	1	EA	FURNISH & INSTALL 8"x11.25" BEND	1,000.00	1,000.00
13	1	EA	FURNISH & INSTALL 8" GATE VALVE	2,500.00	2,500.00
14	368	LF	FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN	76.25	28,060.00
15	1	EA	FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY	8,000.00	8,000.00
16	5	EA	FURNISH & INSTALL 3/4" WATER SERVICE TAP ASSEMBLY	2,500.00	12,500.00
17	1	EA	FURNISH & INSTALL 8" PLUG	1,000.00	1,000.00
			Subtotal		58,060.00
Miscellaneous					
18	1	LS	Stormwater BMP Installation, Maintenance, Permitting	2,000.00	2,000.00
19	1	LS	Construction Survey	3,740.00	3,740.00
20	1	LS	Traffic Control	2,000.00	2,000.00
21	1	LS	Bonding		
			Subtotal		7,740.00

Construction Total **153,998.30**

Not included: foundation/building, city and county administrative/utility fees

Limitations of Liability:

1. The Crabtree Group, Inc. (CGI) is providing this Engineer's Opinion of Probable Cost (EOPC) at the request of the "Client" with the understanding that CGI is not responsible for project, financing or construction costs as related to this EOPC.
2. The unit costs contained in this EOPC are based on recent labor and material costs that may change and vary widely due to economic, site and other conditions.
3. The "Client" should obtain more accurate project costs by project specific bids for all project, financing and construction decisions.

Open Records Policy – Exhibit E
Fee Schedule

Charges must be paid before service is provided.
The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows \$.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour:

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

City Mapping \$5/ black & white ink, paper 24" x 36"
\$10/colored ink, paper 24" x 36"

DVD - \$10

The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Deborah Papp ("Owner") and

Widemore Construction Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

1. WORK

- 1.1. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: see construction plans.

2. THE PROJECT

- 2.1. The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Papp Minor Subdivision Infrastructure.

3. ENGINEER

- 3.1. The part of the Project that pertains to the Work has been designed by Crabtree Group, Inc. Civil Engineers.
- 3.2. The Owner has retained Crabtree Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIMES

- 4.1. *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2. *Contract Times: Dates*
- A. The Work will be substantially completed on or before July 1, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 15, 2022. If the notice to proceed has not been given on or before December 1, 2021, substantial and final completion dates will be adjusted accordingly, on a working days basis.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
(none)

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Lori A Mitchell
Chaffee County Clerk

Item 8.

PAPP Subdivision
Const. Schedule

Pridemore Const. Inc.

Start First week MAY - Traffic Control - Saw Cut Asphalt - Core Edging on H.
Install new Sewer Main. Install Sewer Services. Live Tap Water Main.
Install Water Main and Fire Hyd. Install Water Services & meter Pds.
Patch Asphalt - Clean Up Finish Project Last week June



CITY COUNCIL ACTION FORM

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

ITEM

Bid Acceptance – Harriet Alexander Field – Service Road Pavement Project

BACKGROUND

The City of Salida, in conjunction with Chaffee County, has been out to bid on a project to pave a portion of the service road that is to be placed at Harriet Alexander Field/Salida Airport. The project was identified in the Airport's Master Plan and Capital Improvements Plan for 2022. One bid was received for the project in the amount of \$143,351 by Pavement Maintenance Services, Inc. Please see the attached bid analysis prepared by the contract engineers for the project.

FISCAL NOTE

Total cost of the bid is \$143,351; the City of Salida is responsible for half of the costs of said contract, or \$71,675.50. This amount can be accommodated in the Airport's budgeted allotment for 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council accept the bid from Pavement Management Services, Inc. of \$143,351 for the Service Road Pavement Project at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

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

September 29, 2022

Salida Airport – Harriet Alexander Field
9255 County Rd 140
Salida, CO 81201

Attention: Mr. Zechariah Papp
Airport Manager, Salida Airport – Harriet Alexander Field

RE: **Contractor Bid Submittals Review**
Salida Airport – Harriet Alexander Field
ANK Service Road Pavement
County Project No. TBD

We have reviewed the one Contractor Bid received on September 26, 2022 for the *ANK Service Road Pavement* project. *Pavement Maintenance Services, Inc.* was the only Contractor to submit a bid, with a bid proposal of \$143,351.00. The unit prices were analyzed, and the final bid totals are acceptable. There were no mathematical errors found in the submitted bid.

Evaluation of Apparent Responsive, Low-Bidder (*Pavement Maintenance Services, Inc.*):

1. Bid Bond (5%, At The Time of Bid):
 - a. A Notarized, 5% Bid Bond was included in the bid documents at the time of bid, see attached.
2. Subletting of Contract:
 - a. Based on the information that *Pavement Maintenance Services, Inc.* included in Attachment A – List of Subcontractors, *Pavement Maintenance Services, Inc.* intends to perform the following: Self-performance is 100%.
3. Acknowledgement of Addendum No. 1:
 - a. *Pavement Maintenance Services, Inc.* acknowledged Addendum No. 1 via email on September 28th, 2022.

Final Summary and Recommendation:

Based on the information presented herein, it is the recommendation that Chaffee County award the *ANK Service Road Pavement* project to *Pavement Maintenance Services, Inc.*, pending the County's final review of the full bid submittal.

If you need additional information or have questions, please do not hesitate to call.

Sincerely,
DIBBLE



Jared Bass, P.E.
Sr. Project Manager

Enclosures:

- *Pavement Maintenance Services, Inc.*
 - o Bid Proposal
 - o Bid Bond
 - o Attachment A – List of Subcontractors

BID SCHEDULE

CONTRACTOR NAME: Pavement Maintenance Services, Inc

ANK SERVICE ROAD PAVEMENT						
LINE NO.	ITEM NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
1	N/A	Mobilization	at the unit price of <u>Three thousand seven hundred & fifty</u> dollars and <u>00</u> cents.	1	LS	<u>3750.00</u> <u>3,750.00</u>
2	Sheet G1.1,	Asphalt Mix Pavement	at the unit price of <u>Thirty Seven</u> dollars and <u>00</u> cents.	3,773	SY	<u>37.00</u> <u>139,601.00</u>
Total Amount, Items 1 Thru 2 Inclusive					<u>\$143,351.00</u>	
<u>One hundred forty three thousand three hundred & fifty one & 00/100</u>						/100 Dollars
Written Words						

NOTE TO BIDDERS: All unit prices and bid totals of extended prices include all applicable taxes, delivery, and freight charges. Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces shall be considered "non-responsive."

Salida Airport – Harriet Alexander Field
ANK Service Road Pavement
County Project No. TBD

BID BOND

Recitals:

1. Pavement Maintenance Services, Inc.

"Contractor," has submitted its Contractor's Proposal to Chaffee County, "County," for the construction of public work for the **ANK Service Road Pavement** project for the Salida Airport – Harriet Alexander Field in accordance with the Notice of Invitation to Bid.

2. Nationwide Mutual Insurance Company

corporation, hereinafter called: "Surety," is the surety of this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 5% of the total amount of the Contractor's Proposal and inures to the benefit of County.

2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Bid, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Bid. Some types of possible loss, damage and expense are specified in the Contractor's Bid.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: September 23, 2022
Nationwide Mutual Insurance Company

By: Sharolyn Lopez

Title: Sharolyn Lopez, Attorney-in-Fact

"Surety"

STATE OF COLORADO

COUNTY OF Larimer)ss

Pavement Maintenance Services, Inc.

By: Charles W. Huggins

Title: V.P.

"Contractor"

On September 23, 2022 before me personally appeared Sharolyn Lopez,
know to me to be the person whose name is subscribed to the within instrument as attorney in Fact of Nationwide Mutual Insurance Company
Fact. a corporation thereto as principal, and his own name and as Attorney in
Surety

Dulce R. Huggins
Notary Public Dulce R. Huggins
My Commission Expires 09/28/2022

(NOTE: Affix corporate seals.)

(Seal)



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DULCE R HUGGINS; KELLY T URWILLER; RUSSELL D LEAR; STEVE J BLOHM; KEVIN BAIRD; SHAROLYN LOPEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

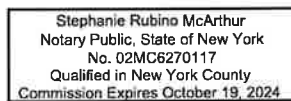
IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of September, 2022.

Assistant Secretary



Salida Airport – Harriet Alexander Field
ANK Service Road Pavement
County Project No: TBD

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK
7. —	—	—	None	—
8.				
9.				
10.				

THE TOTAL PROPOSED CONTRACT VALUE OF DBE FIRM UTILIZATION LISTED ON THE PRIOR PAGE IS \$ _____ OR _____ %
OF THE TOTAL BID AMOUNT.

THE UNDERSIGNED HEREIN AFFIRMS THAT THE BIDDER WILL ENTER INTO A FORMAL AGREEMENT WITH THE
CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH CHAFFEE COUNTY.

Chuck Murphy
Name (Type or Print) Title of Signer (Type or Print)
9/26/22
Date

Chuck Murphy
Signature

Proclamation October 2022 as Arts Month

Whereas, the arts and creative industries enhance and enrich aspects of our everyday lives;

Whereas, the arts play a unique role in the lives of our families and community;

Whereas, Artists have played a significant role in Salida's history, forever impacting Salida's unique culture and identity;

Whereas, Salida's setting and natural beauty serves as a source of inspiration for the artists and creatives that call it home;

Whereas, Salida is recognized as one of the first Certified Colorado Creative Districts;

Whereas, Salida is home to many musicians, authors, poets, performing and visual artists, dancers, painters, architects, sculptors, film makers, videographers, photographers, jewelers and metalsmiths;

Whereas, Salida is home to many creative industries including artist-owned galleries and shops, breweries, distilleries, and culinary Artists;

Whereas, Salida celebrates music with JazzFest and the summer concert series;

Whereas, Salida is home to the annual Salida Film Festival, that celebrates local filmmakers living and working in Salida;

Whereas, Salida is home to many arts festivals and events, including the Salida Fiber Festival, that draw visitors from around the world;

Whereas, Salida is part of the Colorado Creative Corridor;

Whereas, Salida celebrates arts with the Salida Art Walk;

Whereas, Salida celebrates local artists with an Annual Studio Tour;

Whereas, Salida promotes the arts to the fullest with a varied slate of offerings at the SteamPlant Event Center and Theater and many local venues, and

Whereas, the arts contribute to the local economy, with visitors coming to experience the culture created by local artists, as well as the area's natural beauty.

Now, Therefore I, Dan Shore, Mayor of Salida, so hereby proclaim October 2022 Arts Month in Salida!

I hereby encourage community members to participate in a creative activity with family or friends in October!

Dan Shore, Mayor

Date



CITY COUNCIL ACTION FORM

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

ITEM

Ordinance 2022-18 – An Ordinance of the City Council for the City of Salida, Colorado, Amending Chapter 4, Article VI of the Salida Municipal Code, Regarding the Occupational Lodging Tax, to Conform the Tax with the Full, Voter-Approved Amount, Second Reading and Public Hearing

BACKGROUND

In November of 2008, Salida voters approved a ballot question to impose an Occupational Lodging Tax (OLT) of \$4.82 per night, per occupied room on short-term commercial lodging in the City. The purpose of the OLT is confined to funding parks and recreation and arts facilities and programs, specifically noting the Salida Hot Springs Aquatic Center and the SteamPlant Events Center. Following the election, the Salida City Council determined to not immediately implement the fully-approved tax amount of \$4.82 per night, opting instead to implement the OLT at \$2.50 per occupied room per night. In 2018, the City Council incrementally increased the OLT to \$3.66 per night per occupied room, and indicated at that time that future increases were necessary to keep pace with costs and inflation of providing parks, recreation and arts facilities and programming.

In conjunction with the City Council's prior guidance, staff has prepared the attached Ordinance 2022-18 to increase the OLT to its fully-approved amount of \$4.82 per occupied room per night. As noted previously, this has already been approved by Salida voters and thus does not need to be approved via election again. Also, this revenue stream can only be used for providing parks, recreation and arts facilities and programming; a separate ballot measure will be before voters on November 8, 2022, to separately tax Short-Term Rentals (which do not include commercial lodging facilities) for the purpose of funding affordable housing projects and programs. Please note that the effective date on this proposed Ordinance is January 1, 2023, which would allow for a smooth transition for those remitting the OLT to the City as it is the beginning of a reporting quarter (rather than in the middle of a reporting period).

FISCAL NOTE

Through staff's analysis of the 2022 ballot measures regarding Short-Term Rentals, it was determined that hotels/motels currently generate approximately \$302,000 through the existing OLT. By increasing the OLT to its full amount, it is anticipated to generate an additional \$96,000 (for a total of \$398,000 in projected annual revenue). This amount would offset the current STR-related revenues of \$88,000 should the November 2022 ballot measures pass, keeping funding levels flat to where they are in 2021/2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Ordinance 2022-18 to increase the City's Occupational Lodging Tax to its fully-voter-approved amount of \$4.82 per occupied room per night.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2022-18 on second reading", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 18
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO AMENDING CHAPTER 4, ARTICLE VI OF THE SALIDA
 MUNICIPAL CODE, REGARDING THE OCCUPATIONAL LODGING TAX, TO
 CONFORM THE TAX WITH THE FULL, VOTER-APPROVED AMOUNT**

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. § 31-15-501(1)(c), the City, by and through its City Council, possesses the authority “to license, regulate, and tax, subject to any law of this state, any lawful occupation, business place, amusement, or place of amusements;”

WHEREAS, by Resolution No. 63, Series of 2008, the City Council submitted a ballot question to the voters regarding the imposition of an occupational lodging tax of \$4.82 per night, per occupied room on short-term commercial lodging in the City for the purpose of funding parks and recreation and arts facilities;

WHEREAS, on November 4, 2008, a majority of the qualified electors in the City voted in favor of the occupational lodging tax ballot question;

WHEREAS, Resolution No. 63, Series of 2008, further authorized the City Council to proceed with the necessary actions to impose an occupational lodging tax in accordance with the ballot question, including approval of an implementing ordinance;

WHEREAS, in accordance with this voter direction, the City Council adopted Ordinance No. 35, Series of 2008, which adopted a tax of \$2.50 per night, per occupied room at the time, with an increase to the full \$4.82 per night, per occupied room to occur at a later date;

WHEREAS, by Ordinance No. 15, Series of 2018, the City Council incrementally increased the occupational lodging tax to \$3.66 per night, per occupied room, further nearing the full amount of the tax approved by voters; and

WHEREAS, the City Council now finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 4, Article VI of the Salida Municipal Code (the “Code”) to conform the occupational lodging tax with the full amount previously authorized by voters.

**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 City Council.

Section 2. Section 4-6-10 of the Code, concerning the occupational lodging tax, is hereby amended to read as follows:

Sec. 4-6-10. - Tax levied.

~~Commencing March 1, 2009, pursuant to C.R.S. § 31-15-501(1)(c) there~~ **There** is hereby levied an occupation tax on the business of leasing or renting of rooms or other accommodations within the City of Salida for less than thirty (30) consecutive days at the rate of four dollars and eighty-two cents (\$4.82) per night, per occupied room, ~~provided, however, that the tax shall be subject to a temporary reduction of two dollars and thirty-two cents (\$2.32) until February 1, 2019, making the total occupational lodging tax assessed, until, February 1, 2019 to be two dollars and fifty cents (\$2.50) per night per occupied room. Effective February 1, 2019, the temporary occupational lodging tax shall be three dollars and sixty-six cents (\$3.66) per night per occupied room.~~ The person or entity furnishing such short-term accommodations shall pay the tax to the City. All sums of money due pursuant to this Section shall be and remain public money and the property of the City held in trust for the sole use and benefit of the City.

Section 3. *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.

Section 4. *Effective Date.* This ordinance shall become effective on January 1, 2023.

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Choose an item.	Bill Almquist - Community Development Director	October 4, 2022

ITEM

Chaffee Housing Authority request for waivers of certain fees associated with the Jane's Place Planned Development located at 3rd Street & Highway 291.

BACKGROUND

Becky Gray, Executive Director of the Chaffee Housing Authority (CHA), is requesting a waiver of City of Salida building permit and other fees associated with the 4-building, 17-unit Jane's Place affordable housing project being developed at the corner of 3rd Street and Highway 291. Director Gray would like to request the waivers to help reduce the overall costs and debt service required for the community project. A similar waiver request will be submitted to Chaffee County for their fees.

FISCAL NOTE

Anticipated and/or calculated fees:

• Building permit fees (City portion)	= \$ 2,212.54
• Open Space fees (N/A)	= \$ 0
• Recording Fees	= \$ 155.00
• System Development (Tap) Fees (1.5" commercial line)	= \$ 60,135.00
	\$ 62,502.54 Total

STAFF RECOMMENDATION

The City of Salida is intently interested in the success of Jane's Place as a source of affordable and transitional housing for members of the community and, in essence, an investor in the project. They are projects such as these that can be funded through the City's Inclusionary and Affordable Housing Fund to the benefit of the entire community, both now and in the future (there is approximately \$170,000 in that fund, currently). Therefore, staff recommends approval of the Housing Authority's fee waiver requests in the amount of \$62,502.24 to assist with financial support and completion of the development.

SUGGESTED MOTION

"I move to approve Chaffee Housing Authority's fee waiver request for up to \$65,000."

Attachment:

Waiver Request Letter from Chaffee Housing Trust



MEMORANDUM

To: City of Salida, City Council
City Administrator, Drew Nelson

From: Director of Chaffee Housing Authority, Becky Gray

Date: September 28, 2022

Subject: Fee Waiver Request: Jane's Place Planned Development

The Chaffee Housing Authority has recently hired an Owners Agent, Goulding Development Advisors, for Jane's Place Planned Development, a seventeen-unit mixed use development, planned for the southwest corner of West 3rd Street and Highway 291. Additionally, we have identified a General Contractor to construct the project, and are presently working towards securing contracts, obtaining all relevant permits, and finalizing financing.

According to the Development Agreement between the Chaffee Housing Authority and the City of Salida, under Section 5.20, the Salida City Council has the ability to waive the following City Fees:

- Developer's Reimbursement of Processing Fees
- Work by City Staff other than City Attorney
- Work by City Attorney
- Currently Existing Fees; it is assumed that this category includes System Development Fees.

On behalf of low- and moderate-income households and workforce in Chaffee County, the Chaffee Housing Authority is requesting that the Salida City Council **waive any and all City of Salida fees associated with the Jane's Place Planned Development**, including, but not limited to, system development fees, permit fees, plan review fees, and any other fee included in section 5.20 of the Development Agreement. **The permit fees are anticipated to be about \$2,500, and the System Development Fees are anticipated to be about \$65,000.**

The cost savings realized through these fee waivers will directly reduce the overall costs of the project, thereby insuring the goal of permanent affordability for future tenants of Jane's Place.

Application Type	Building 1	Building 2	Building 3A	Building 3B	Building 4	Total
County Building Permit	\$ 2,766.85	\$ 2,338.55	\$ 1,974.49	\$ 1,974.49	\$ 3,114.62	\$ 12,169.00
Salida Building Permit	\$ 503.06	\$ 425.19	\$ 359.00	\$ 359.00	\$ 566.29	\$ 2,212.54
Valuation	\$ 2,515.32	\$ 2,125.93	\$ 1,794.99	\$ 1,794.99	\$ 2,831.47	

20%



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	October 4, 2022

ITEM

Request for the City Council for the City of Salida, Colorado Granting a Timeline Extension for the Submittal of Building Permit Application for Building A of the Salida Crossings Planned Development and Adjustment of Construction Schedule (Public Hearing)

BACKGROUND

Salida Crossings was originally approved as a 3-building, 122-unit mixed-use project over 3.15 acres approved via a Planned Development process which allowed additional density and building height in exchange for 30 affordable deed restricted units, greater setbacks, and street improvements. The PD was originally approved by the City Council through the adoption of Ordinance 2018-04 on March 20, 2018. Prior to the ordinance becoming effective, citizens submitted a referendum petition protesting the ordinance. On June 6, 2018, the City Council upheld their decision to approve the Planned Development; and a Special Ballot Question was set for a special election on September 25, 2018. The ballot measure passed to uphold the Ordinance, and the election results were certified by City Council on October 16, 2018, which is now the effective date of Ordinance 2018-04.

Subsequently, the original owner of the property/development was approved two separate request to extend various benchmark start dates for the project, plus a minor amendment to the plan. The property was sold by the original developer to BV Investments, LLC in 2021. In June 2022, City Council granted approval to the new owners for an additional time extension through October 14th, 2022 on submittals of the initial building permit application. A condition of the extension stated that "If applications and fees are not received by said date, the applicant shall be required to return to City Council once again for a review of the time limits of the Planned Development, per the authority of Sec. 16-7-110 of the Salida Municipal Code. At such a review, City Council may extend the time for completion of the PD, may revoke approval for the uncompleted portion of the PD, or require that the PD be amended. Meeting said deadline in no way exempts the project from other requirements of the section in regards to progress substantially in conformity with the newly approved development schedule."

Since the extension approval, the new owners have reconsidered the layout and viability of the project (given existing costs and other factors) and determined that they would like to pursue a major amendment to the approved Planned Development. The details of the new proposal will be presented during the joint Planning Commission/City Council work session preceding this evening's regular meeting.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	October 4, 2022

EVALUATION CRITERIA

Sec. 16-7-150(a)(2) of the Land Use Code provides general criteria for granting such a timeline extension, regardless of whether the amendment to the Planned Development is approved or not: "No substantial modification, removal, or release of the provisions of a PD Development Plan by the City shall be permitted except upon a finding of the City Council, following a public hearing upon notice as required by this Chapter, that the modification, removal, or release is:

- (i) Consistent with the efficient development and preservation of the entire PD;
 - Staff finds the request is consistent with the efficient development and preservation of the entire PD. The timeline extension, unto itself, will not affect what is presently approved.
- (ii) Does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across the street from the PD or the public interest; and
 - Staff finds the request does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across the street from the PD or the public interest, because the timeline extension, unto itself, will not affect what is presently approved.
- (iii) Is not granted solely for a special benefit upon any person.
 - Staff finds the request is not granted solely for a special benefit upon any person, but rather provides the applicant with an opportunity to pursue a potential amendment to the PD.

RECOMMENDED FINDINGS

That the timeline extension request is in conformance with Section 16-7-150(a)(2)(i), (ii), and (iii).



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	October 4, 2022

STAFF RECOMMENDATION

Staff recommends that City Council approve the timeline extension request with the following condition:

- The applicant shall submit building permit applications for Building A (the mixed-use building closest to the highway) by April 28th, 2023. Such applications shall be submitted substantially complete along with all required fees. If applications and fees are not received by said date, the applicant shall be required to return to City Council once again for a review of the time limits of the Planned Development, per the authority of Sec. 16-7-110 of the Salida Municipal Code. At such a review, City Council may extend the time for completion of the PD, may revoke approval for the uncompleted portion of the PD, or require that the PD be amended. Meeting said deadline in no way exempts the project from other requirements of the section in regards to progress substantially in conformity with the newly approved development schedule.

SUGGESTED MOTION

A Council person should move to "grant the timeline extension request for the Salida Crossings Planned Development, subject to the condition recommended by City staff."

Attachments:

Narrative for Timeline Extension Request

Comparison of Current and Proposed Salida Crossings Planned Development Site Plans

Public Notice

Date: 9.28.2022

Re: SALIDA CROSSINGS

1520 US HWY 50 Salida CO

Developer: BVD Investments

401 Whitewing Rd, Murphy Texas 75094

Town Council,

Good morning my name is Bernard Weber, I am the Senior Project Manager for Salida Crossings located at 1520 HWY 50. We would like to request an extension to the current approved application to submit for a building permit, for the time period to allow Council to review a new proposed site plan. The proposed site plan will consist of 92 units in total; consisting of (20) 1350sqft condominiums, all to be individually deeded, 72 apartments also individually deeded and 10,000 sqft of commercial retail space. We believe with the approval of this modification to the current approved site design the property will provide a better product not only for the Town but for the residence. We appreciate your consideration and look forward to providing a well-developed property.

Bernard Weber

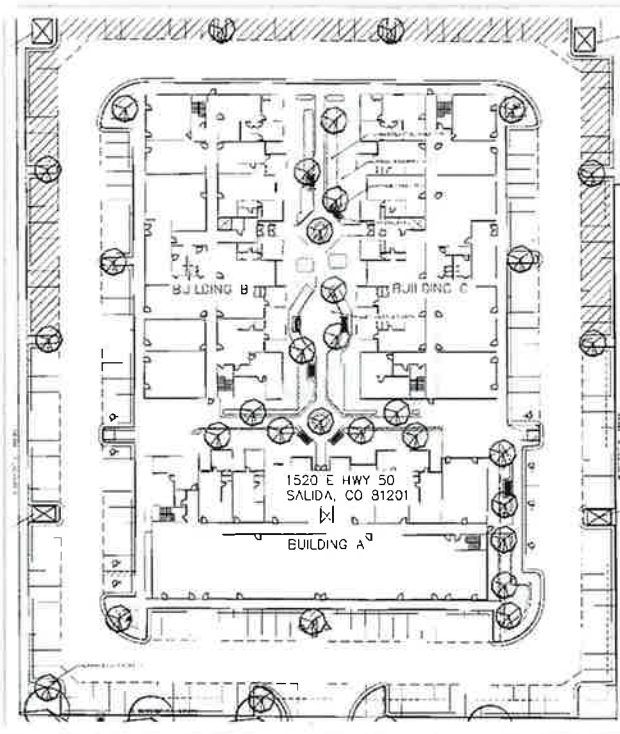
BVD Investments

BVD Investments

401 Whitewing Rd, Murphy Texas 75094

Salida Crossings Comparison

Old Site Plan – 2017



New Site Plan - 2022



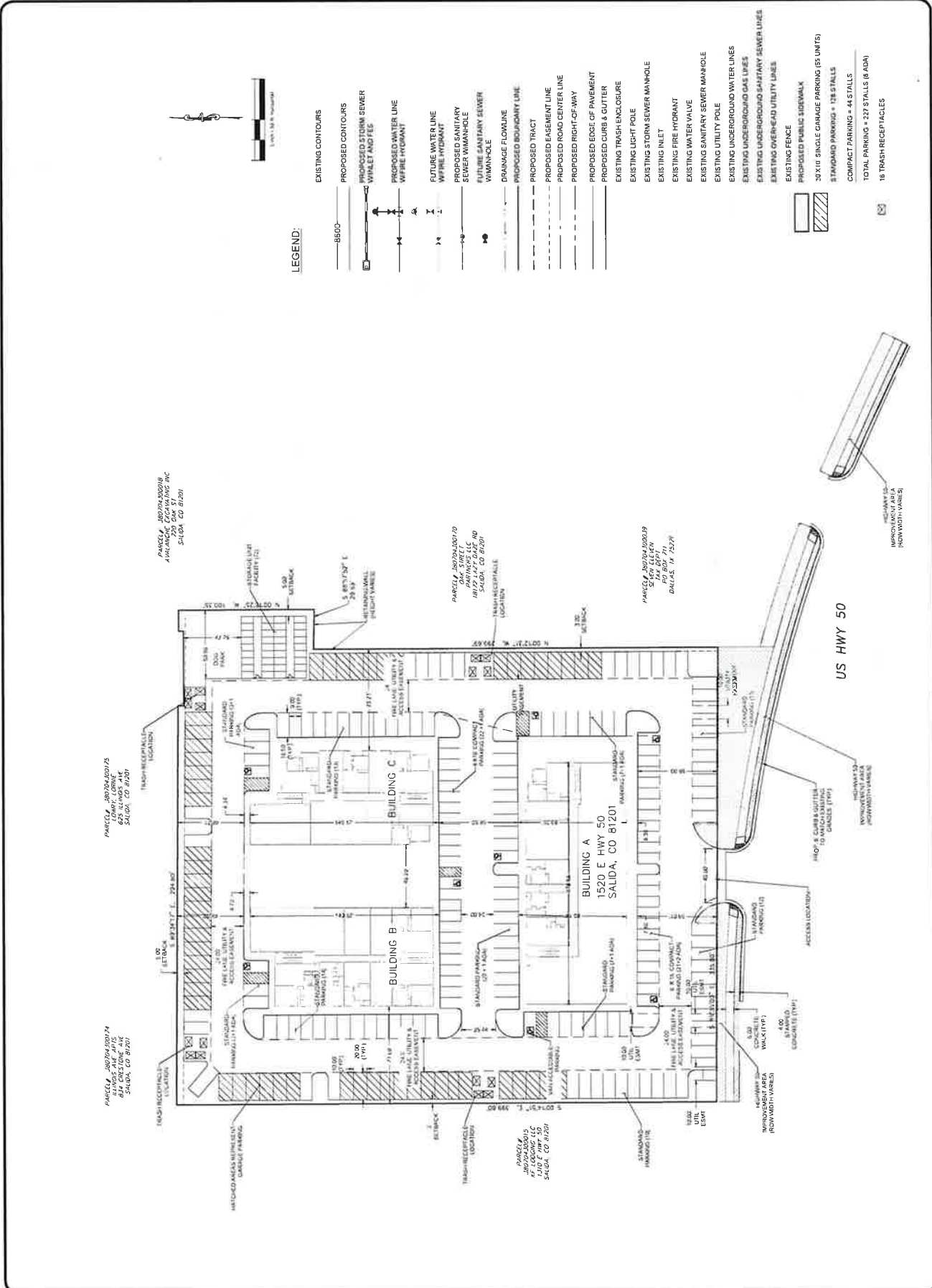
Site Data Comparison Table

	Approved (old)	Proposed (new)
Residential Density (units/acre)	42.5	28.6
Residential Density (units/lot sf)	1,024	1,492
Apartment Units	134	72
Townhome Units	0	20
Total Units	134	92
Total Office/Retail Space	19,454	10,274
Lot Coverage - Buildings	38%	24%
Lot Coverage - Paving	48%	39%
Coverage Cumulative	86%	63%
Minimum Landscape Area	14%	37%
Primary Building Side Setback min (ft)	65-75	21.3
Primary Building Front Setback min (ft)	75.00	81.9
Primary Building Rear Setback min (ft)	50.00	188
Accessory Building Side Setback (ft)	5.00	10
Accessory Building Rear Setback (ft)	5.00	10
Maximum Height Primary Building (ft/m)	37/8 - 48/1	34/9
Maximum Height Accessory Building (ft)	15	23/7
Property Size (sq. ft)	137,254	137,254
Min. Lot Frontage (ft)	335-7"	335-7"

Parking Requirements

	Approved (old)	Proposed (new)
Retail Parking (250 SF per space)	37	41
Office Parking (400 SF per space)	26	-
Residential (1 space per first unit/building)	3	8
1.5 spaces per remaining units	196	126
Subtotal Spaces Required	262	175
25% Reduction for Mixed Use	-65	-43
Total Spaces Required	197	132
Total Spaces Provided	203	168

The differences between the old and new site plan for Salida Crossings can be noted in the images (above) and table (left). The old site plan consisted of three large mixed-use buildings that were four stories tall and clustered in the center of the site. The corridor between buildings was a landscaped common area while the remainder of the site was designated as parking. Compared to the old site, which had a density of 42.5 du/ac (see table), the new site layout has a density of 28.6 du/ac and 23% less cumulative coverage. Two smaller mixed-use building types are positioned near the entrance and are only 3 stories. Townhomes wrap around the rear perimeter while the parking is strategically located throughout the site to serve both retail and residential uses. While this site layout has 42 less units and 9000 SF less retail/office space, it offers a more aesthetically pleasing and livable environment with a greater diversity of housing types that will enhance the HWY 50 corridor through Salida.



**NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL
FOR THE CITY OF SALIDA CONCERNING A
PLANNED DEVELOPMENT MODIFICATION (TIME EXTENTION)
APPLICATION**

TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE that on October 4, 2022 at or about the hour of 6:30 p.m., a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado on an application submitted by BV Investments, LLC for a modification (time-extension) for the Salida Crossings Planned Development. The 3.15 acre property is located at 1520 E. Highway 50 and legally described as “A portion of the SW ¼ of the NW ¼ or the SW ¼ Section 4, Township 49 North, Range 9 East of the New Mexico P.M. County of Chaffee, State of Colorado”.

Interested persons are encouraged to attend the public hearing in person or online at <https://attendee.gotowebinar.com/rt/1909092342220683277>. Further information on the application may be obtained from the Community Development Department, (719) 530-2634.

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	October 4, 2022

ITEM

Resolution 2022-46 to certify delinquent utility accounts to the Chaffee County Treasurer

BACKGROUND

Each year, the City certifies a list of delinquent water, sewer and special charges to the Chaffee County Treasurer so the delinquent amounts can be added to the 2022 tax rolls of the property owner. A lien is placed on the property and the delinquent amounts are collected in the same manner as other taxes are collected. The attached resolution authorizes this process.

Currently, there are 8 delinquent water and sewer account requiring certification for 2022. The number is 3 more than the five accounts certified in 2021. The majority of these accounts are properties in foreclosure, properties of deceased owners where the estate is not paying the bills and abandoned properties.

Attachment A to the resolution provides details of the delinquent accounts. This list will be updated through the end of the month to reflect any payments received prior to us submitting the list to the County Treasurer.

FISCAL NOTE

This process ensures the City will eventually be paid for delinquent charges.

STAFF RECOMMENDATION

Staff recommends approval of the motion.

SUGGESTED MOTION

A council person should make the motion "I move to approve Resolution 2022-46 to certify delinquent charges, assessments, or taxes to the Chaffee County Treasurer"

Attachments:

Resolution 2022-46

List of Delinquent Accounts

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 46
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
CERTIFYING DELINQUENT CHARGES, ASSESSMENTS, OR TAXES TO THE
CHAFFEE COUNTY TREASURER TO BE ADDED TO THE 2022 TAX ROLL.**

WHEREAS, in accordance with C.R.S. §31-20-105, the Salida City Council adopted Article III to Chapter 13 and Article VII to Chapter 4 of the Salida Municipal Code regarding municipal liens for unpaid charges, assessments, and taxes; and

WHEREAS, pursuant to Section 4-7-10 of the Salida Municipal Code, the Salida City Council wishes to certify all delinquent charges, assessments, or taxes to the Chaffee County Treasurer for collection; and

WHEREAS, pursuant to Section 13-3-100 of the Salida Municipal Code, the Salida City Council wishes to certify all delinquent water and sewer charges to the Chaffee County Treasurer for collection.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. Pursuant to Chapter 4, Article VII of the Salida Municipal Code, "Municipal Liens", all delinquent charges, assessments, or taxes that have not been otherwise collected, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2022 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
3. Pursuant to Chapter 13, Article III of the Salida Municipal Code, "Certification of Water and Sewer Charges", all delinquent water, sewer, and special charges, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2022 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
4. The City Finance Department has authority to accept payments until Noon on October 24, 2022. If payments are received prior to this deadline, those accounts will be removed from Exhibit A. An updated Exhibit A will be certified to the Chaffee County Treasurer in November.

RESOLVED, APPROVED AND ADOPTED this 4th day of October, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Exclude	Account	Contact	Address	Notes on Property	Account Service	Account Status	Account Balance	2022 Billings	2022 Payments	2022 Lien Amounts	Collection Balance	Last Bill Date	Last Payment Date
FALSE	01-000007042-00	CAROL M. WEAVER	614 Vine Street, Salida, CO 81201	Single Family Residential	Residential Water & Sewer	Active	555.76	741.37	185.61	555.76	555.76	08/22/2022	12/17/2021
FALSE	01-000007046-00	CAROL M. WEAVER	618 Vine Street, Salida, CO 81201	Single Family Residential	Residential Water & Sewer	Active	6,108.99	941.10	0.00	6,108.99	6,108.99	08/22/2022	01/28/2020
FALSE	01-000007082-00	KRISTEN EDELMAN	610 Walnut Street, Salida, CO 81201	Single Family Residential	Residential Water & Sewer	Active	718.44	718.44	0.00	718.44	718.44	08/22/2022	06/21/2021
FALSE	09-810001803-02	NATHAN W. CARR & KATRINA M. WILSON FREEK	105 Evans Avenue, Poncha Springs, CO 81242	Single Family Residential	Metered Sewer	Active	444.93	380.22	0.00	444.93	444.93	09/01/2022	06/04/2021
FALSE	01-000006175-00	RANDALL G. SACK	601 DodgeStreet, Salida, CO 81201	Single Family Residential	Residential Water & Sewer	Active	6,985.12	1,223.39	0.00	6,985.12	6,985.12	08/22/2022	07/16/2020
FALSE	09-800474083-00	ROBIN D. & AMY E. GREEN	602 Poncha Avenue, Poncha Springs, CO 81242	Single Family Residential	Metered Sewer	Active	326.05	326.05	284.08	326.05	325.72	09/01/2022	07/14/2022
FALSE	99-000008430-00	WESTERN DEVELOPMENT & INV. INC.	1531 East Highway 50, Salida, CO 81201	Vacant Land - Commercial	Un-metered Sewer	Active	494.74	494.75	401.14	494.74	494.74	08/22/2022	06/14/2022
FALSE	01-000008268-00	WINDMILL RESTAURANT	588 East First Street, Salida, CO 81201	Vacant Lot - Residential	Residential Water & Sewer	Active	656.63	561.96	563.04	656.63	656.63	08/22/2022	09/14/2022
	8									16,290.66	16,290.33		



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 10/04/22
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ITEM

New Business - Approve Resolution 2022-47 appointing _____, _____, and _____ to 1-year terms on the PROST advisory board.

BACKGROUND

The new PROST advisory board was appointed in June of 2020 and held its first meeting in Sept. 2020. Currently, there are 3 openings on the PROST board.

Term breakdowns are in the table below.

Member	Appointment	Re-appointment	term	term end
Rob White	6/2020	2022	2 year	6/2024
Connor Maher	6/2020	2022	2 year	6/2024
Kristy Falcon	6/2020	2022	2 year	6/2024
Jessica Downing	6/2020	2021	2 year	6/2023
	10/2022	-	1 year	10/2023
	10/2022	-	1 year	10/2023
	10/2022	-	1 year	10/2023

STAFF RECOMMENDATION

To approve appointing _____, _____, and _____ to the PROST advisory board

SUGGESTED MOTION

A Councilperson should say "I to move approve resolution 2022 - 47 appointing _____, _____, and _____ to the PROST advisory board", followed by a second.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 47
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE.

WHEREAS, in accordance with Section 2-14-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the Parks, Recreation, Open Space and Trails Advisory Board (PROST); and

WHEREAS, there are three vacant PROST board positions; and

WHEREAS, the City Council desires to fill the positions in order to have a 7-person board and

WHEREAS, in accordance with Section 2-14-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby appoints the following individual(s) to serve on the PROST:
 - a. _____, term to expire on Oct. 4, 2023
 - b. _____, term to expire on Oct. 4, 2023
 - c. _____, term to expire on Oct. 4, 2023

RESOLVED, APPROVED, AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA, COLORADO

By _____

Mayor Dan Shore

[SEAL]
 ATTEST:

 City Clerk



CITY COUNCIL ACTION FORM

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

ITEM

Resolution 2022-48 – A Resolution of the City Council for the City of Salida, Colorado Entering into a Memorandum of Understanding with Xcel Energy for the Partners in Energy Program

BACKGROUND

In September, the City of Salida was selected by Xcel Energy to become a participant in their Partners in Energy (PIE) Program. PIE provides communities in Colorado (and elsewhere) services to develop an energy plan and assistance with implementing that plan. Salida has its own unique energy needs and priorities, and PIE will tailor its services to complement Salida's vision.

As identified in the City's Climate Action Plan, the benefits of wise energy choices are diverse. By working with citizens, businesses, and our own facilities, Salida can save money on utility bills, promote renewables, drive resource conservation, and contribute toward greenhouse gas reduction goals. In order to enter into the PIE program, the City and Xcel Energy must enter into a Memorandum of Understanding (MOU) to clearly articulate each party's responsibilities and to outline a schedule over the next 18 to 24 months to develop an energy plan and implement it. The MOU is attached to this memorandum for the City Council's review. It has been approved as to form by the City Attorney's Office.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-48 to enter into a Memorandum of Understanding with Xcel Energy to participate in the Partners in Energy Program.

SUGGESTED MOTION

A City Councilperson should state, "I move to approve Resolution 2022-48, entering into a Memorandum of Understanding with Xcel Energy to participate in the Partners in Energy Program", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2022-48
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH XCEL ENERGY FOR
THE PARTNERS IN ENERGY PROGRAM**

WHEREAS, the Salida City Council has approved a Climate Action Plan, detailing goals and implementation steps to achieve greenhouse gas emissions; and

WHEREAS, Xcel Energy provides electric power to all residences and businesses within the City of Salida through a franchise agreement; and

WHEREAS, Xcel Energy is a valued partner in energy delivery to the City; and

WHEREAS, Xcel Energy has technical expertise that it can provide to the City to implement goals and actions recommended by the Climate Action Plan; and

WHEREAS, Xcel Energy's Partners in Energy Program will help the City of Salida to save money on utility bills, promote renewable energy sources and programs, drive resource conservation, and contribute toward greenhouse gas reduction goals; and

WHEREAS, the Salida City Council finds and determines that the best interest of the City will be served by entering into an Memorandum of Understanding ("MOU") with Xcel Energy for the Partners in Energy Program and authorizing the Mayor or City Administrator to execute he same on behalf of the City.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council approves the terms of the Memorandum of Understanding with Xcel Energy, attached as **Exhibit A** and authorizes the Mayor or City Administrator to execute the MOU on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 4th day of October, 2022.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Memorandum of Understanding Phase 1 – Plan Development

Drew Nelson and Christy Doon
City of Salida
448 E First Street, Suite 112
Salida, CO 81201

Congratulations on being selected to participate in Xcel Energy's Partners in Energy. This offering is designed to provide your community with the tools and resources necessary to develop and implement an energy action plan that reflects the vision your community has for shaping energy use and supply in its future. Participation is intended to span 24 months with the initial 8-10 months dedicated to developing a strategic energy action plan and the remaining time focused on implementing that plan.

The intent of this Memorandum of Understanding is to confirm the City of Salida's intent to participate in the initial plan development phase of Partners in Energy and outline the commitment that your community and Xcel Energy are making to this collaborative initiative. The primary objective of this phase of Partners in Energy is to develop your energy action plan.

In order to achieve this Xcel Energy will provide:

- Consulting support to assist in identifying potential community stakeholders and constructing or delivering an invitation or informational announcement regarding the planning process.
- Data analysis of community and municipal energy use and Xcel Energy program participation to the extent that it is legally and technically prudent and feasible. The results can be used to identify potential opportunities to implement plan strategies, including those specifically related to municipal buildings and facilities. Xcel Energy will attempt to integrate data provided by the City of Salida into the analysis if feasible.
- Professional facilitation of 1 in-person and 2 virtual plan development workshops with the community stakeholder group to develop the energy action plan's vision, focus areas, goals, and implementation strategies.
- Assistance as needed in synthesizing the community and program data collected with the vision of the community to identify attainable goals that align with suitable strategies and tactics.
- Development of the documented energy action plan that will incorporate inputs from the stakeholder planning team and will be accessible to the community.
- Commitment to delivering an actionable and complete energy action plan within 10-months of the City of Salida and Xcel Energy signing this Memorandum of Understanding.

Although participation in the Plan Development phase of Partners in Energy requires no monetary contribution, the City of Salida does agree to provide:

- A single contact point to recruit active and engaged stakeholders, coordinate planning meeting logistics and distribute deliverables, and lead participation of the community in the planning process.
- Community staff engaged in developing workshop agendas, participating in regular check-in meetings, and supporting follow-up work between workshops.
- Commitment to ensuring community stakeholder engagement throughout the planning workshops. This could include consultation with key community stakeholders who may be relevant to the plan but not present on the energy action planning team to gain input on proposed goals and strategies.
- Timely review of the energy action plan document, as well as shepherding the completed plan through stakeholder review process.
- Good-faith evaluation of the recommendations and analysis provided, as well as fair consideration of the potential strategies and tactics identified to ensure alignment with the City's goals and priorities.
- Meeting facilities to host the 1 in-person plan development workshop.
- Identification of existing community energy plans, programs, or initiatives that could be leveraged in successful development and delivery of this plan.
- Commitment to delivering an actionable and complete energy action plan within a 10-month timeframe of the City of Salida's and Xcel Energy signing this Memorandum of Understanding. Within this period, the City of Salida is committed to completing the formation of the energy action planning team and the development and approval of the energy action plan.
- Public distribution of the work products developed with the support of Xcel Energy's Partners in Energy.

Resource Commitment Summary Plan Development Phase

City of Salida	Xcel Energy
<ul style="list-style-type: none"> • Single point of contact • Identification of key community stakeholders • Support in maintaining community stakeholder engagement throughout the planning process. • Involvement in development and review of energy action plan content. • Meeting facilities for one in-person workshop • Access to existing energy-related plans and programs • Commitment to completing the plan development and approval • Agreement that the energy action plan resulting from this work will be available to the public 	<ul style="list-style-type: none"> • Assistance identifying and recruiting stakeholders • Analysis of community and municipal energy use and program participation • Facilitation of one in-person and two virtual stakeholder workshops to inform plan development • Virtual meeting facilities for two virtual workshops • Training and guidance developing goals and strategies • Documentation and delivery of the energy action plan • Commitment to completing energy action plan development

The Memorandum of Understanding for the Implementation Phase of Partners in Energy will be developed upon completion of the energy action plan and will outline the City of Salida's goals and the resource commitment from Xcel Energy and the City of Salida.

Legal Applicability and Waiver

This is a voluntary agreement and not intended to be legally binding for either party. This Memorandum of Understanding has no impact, nor does it alter or modify any existing Franchise Agreement or other existing agreements between Xcel Energy and the City of Salida. Parties agree that this Memorandum of Understanding is to memorialize the intent of the Parties regarding Partners in Energy but does not create a legal agreement between the Parties. It is agreed by the Parties that nothing in this Memorandum of Understanding will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the Parties. This Memorandum of Understanding is for the benefit of the Parties and does not create third party rights. Nothing in this Memorandum of Understanding constitutes a waiver of the City of Salida's ordinances, City of Salida regulatory jurisdiction, or Colorado's utility regulatory jurisdiction.

Single Points of Contact

All communications pertaining to this agreement shall be directed to Drew Nelson and Christy Doon on behalf of the City of Salida and Tami Gunderzik on behalf of Xcel Energy.

Xcel Energy is excited about this opportunity to support the City of Salida in advancing its goals. The resources outlined above and provided through Partners in Energy are provided as a part of our commitment to the communities we serve and Xcel Energy’s support of energy efficiency and renewable energy as important resources to meet your future energy needs.

Thank you again for your continued interest in Xcel Energy’s Partner in Energy. We look forward to assisting the City of Salida in developing its energy action plan.

For City of Salida:

Signature:

Name:

Title:

Date:

For Xcel Energy:

Signature:

Name:

Title:

Date:



Partners in Energy: Salida Work Plan

Pre-Workshop 1 (September/October)

Activity	Xcel Energy Partners in Energy PM Team	City of Salida PM Team
PM Team Kick-Off	<ul style="list-style-type: none"> Set up meeting to informally kick-off Salida's Energy Action Plan Outline Roles and Responsibilities 	<ul style="list-style-type: none"> Attend kick-off meeting
MOU Development and Finalization	<ul style="list-style-type: none"> Develop draft MOU Integrate feedback from city PM team Finalize MOU Attend October 4th City Council meeting to support MOU adoption Provide countersigned copy of the MOU to city PM team 	<ul style="list-style-type: none"> Review draft MOU and provide feedback Coordinate MOU adoption at October 4th City Council meeting Share details of October 4th City Council meeting Attend October 4th City Council meeting to support MOU adoption Provide signed copy of the MOU to Partners in Energy
Work Plan Development	<ul style="list-style-type: none"> Develop draft Energy Action Plan Work Plan Integrate feedback from city PM team Develop final Work Plan 	<ul style="list-style-type: none"> Review draft Energy Action Plan Work Plan and provide feedback
Data and Analysis	<ul style="list-style-type: none"> Pull three years of energy data for Salida Coordinate with Atmos Energy to pull gas data Develop baseline, including data trends and relevant community characteristics 	<ul style="list-style-type: none"> Provide Shapefile the city of Salida Review, complete, and return Municipal data waiver to facilitate analysis for municipal facilities Provide contact information for Atmos Energy
Communications	<ul style="list-style-type: none"> Provide communications form to facilitate brand alignment 	<ul style="list-style-type: none"> Complete and return communications form



	<ul style="list-style-type: none"> • Provide support with development of news release, website content etc. to announce participation in Partners in Energy <i>(optional)</i> 	<ul style="list-style-type: none"> • Develop news release, website content etc. to announce participation in Partners in Energy <i>(optional)</i>
Energy Action Team Recruitment	<ul style="list-style-type: none"> • Provide spreadsheet to support identification of Energy Action Team members • Provide template language to support invitation of Energy Action Team members <i>(optional)</i> 	<ul style="list-style-type: none"> • Identify stakeholders for invitation to Energy Action Team • Invite stakeholders to participate in Energy Action Team • Share details and invite for Workshop 1 with Energy Action Team members
Workshop 1 Preparation	<ul style="list-style-type: none"> • Coordinate on date selection • Develop objectives and agenda • Support identification of potential focus areas for energy action • Develop draft slides • Integrated feedback from city team on draft slides • Develop final slides 	<ul style="list-style-type: none"> • Coordinate on date selection • Coordinate venue selection and reservation • Begin identifying focus areas for energy action • Provide feedback on draft slides

Workshop 1: November 14th (In-person, 3 hours)

Objectives for Workshop 1:

- Get to know each other as the Energy Action Team
- Develop an understanding of Partners in Energy, the planning process, and outcomes
- Develop a common understanding of Salida's unique community characteristics, past and current energy efforts
- Start to develop an energy vision and goals that represent Salida's values

High Level Agenda for Workshop 1 (TBD):

Agenda Item	Description
Anchoring	<ul style="list-style-type: none"> • Group icebreaker • Introduction to Partners in Energy • Team roles & expectations • Partners in Energy Network overview
Baseline	<ul style="list-style-type: none"> • Data introduction (community energy profile) • Other relevant community trends related to energy <ul style="list-style-type: none"> ◦ Climate Action Plan ◦ Community characteristics ◦ Geothermal opportunities
Vision	<ul style="list-style-type: none"> • Stakeholder dialogue about ideal energy future • Build a vision statement activity or select from a few pre-defined options
Goals	<ul style="list-style-type: none"> • What makes a good goal? • What are we hoping to achieve? • Identify ideal goal type, structure etc. (e.g., increase program participation to increase energy savings x%) • How ambitious do we want to be?
Focus Areas	<ul style="list-style-type: none"> • Review focus areas

Post Workshop 1 (November / December)

Activity	Xcel Energy Partners in Energy PM Team	City of Salida PM Team
Draft Vision and Goals	<ul style="list-style-type: none"> • Develop draft vision and goals based on input received during Workshop 1 	<ul style="list-style-type: none"> • Review and refine draft vision and goals
Energy Action Team Survey 1	<ul style="list-style-type: none"> • Develop survey to solicit feedback from Energy Action Team on draft vision and goals ahead of Workshop 2 • Create survey in Survey Monkey or Microsoft Forms (<i>optional</i>) 	<ul style="list-style-type: none"> • Support survey development • Create survey using city-preferred platform (<i>optional</i>) • Distribute survey to Energy Action Team for completion ahead of Workshop 2
Optional: Additional Stakeholder Engagement	<ul style="list-style-type: none"> • <i>Support identification of any additional engagement needs</i> • <i>Development of materials, as needed</i> 	<ul style="list-style-type: none"> • <i>Determine whether any additional stakeholder engagement is necessary, for example to engage with underserved or</i>

	<ul style="list-style-type: none"> • <i>Support/Lead any additional engagement, for example focus groups, interviews, targeted survey</i> 	<i>underrepresented communities</i> <ul style="list-style-type: none"> • <i>Support coordination of additional stakeholder engagement, including identification of needs, development of materials and any in-person focus group logistics</i>
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Workshop 2: January / February (Virtual, 2-hours)

Objectives for Workshop 2:

- Review draft Energy Action Plan vision and goals
- Explore data and relevant programs for each focus area
- Brainstorm energy action strategies for each focus area
- Begin thinking about strategy metrics and targets

High-Level Agenda for Workshop 2 (TBD):

Agenda Item	Description
Vision	<ul style="list-style-type: none"> • Finalize / confirm vision statement (if needed)
Goals	<ul style="list-style-type: none"> • Finalize / confirm goals (if needed)
Focus Areas	<ul style="list-style-type: none"> • Explore data and trends related to each focus area • Utility program introduction <ul style="list-style-type: none"> ○ Explore what programs exist to leverage and how they relate to each focus area
Strategies	<ul style="list-style-type: none"> • Strategies introduction • Review Climate Action Plan strategies • Is there anything missing? • How can we leverage existing programs and resources? • What is the community most excited about? • Where can we have the most impact? What is realistic?
Targets	<ul style="list-style-type: none"> • How can we measure progress for each strategy? • What do we want to accomplish for each strategy or focus area?

Post Workshop 2 (February / March)

Activity	Xcel Energy Partners in Energy PM Team	City of Salida PM Team
Strategy modeling	<ul style="list-style-type: none"> • Model the impact of strategies and targets • Refine goals based on strategy modeling (if needed) 	

Energy Action Team Survey 2	<ul style="list-style-type: none"> • Develop survey to solicit feedback from Energy Action Team on priority strategies ahead of Workshop 3 • Create survey in Survey Monkey or Microsoft Forms <i>(optional)</i> 	<ul style="list-style-type: none"> • Support survey development • Create survey using city-preferred platform <i>(optional)</i> • Distribute survey to Energy Action Team for completion ahead of Workshop 3
Energy Action Plan Development	<ul style="list-style-type: none"> • Develop and share draft plan outline • Start developing plan document 	<ul style="list-style-type: none"> • Review and provide feedback on draft plan outline
Optional: Additional Stakeholder Engagement	<ul style="list-style-type: none"> • <i>Support identification of any additional engagement needs</i> • <i>Development of materials, as needed</i> • <i>Support/Lead any additional engagement, for example focus groups, interviews, targeted survey</i> 	<ul style="list-style-type: none"> • <i>Determine whether any additional stakeholder engagement is necessary, for example to engage with underserved or underrepresented communities</i> • <i>Support coordination of additional stakeholder engagement, including identification of needs, development of materials and any in-person focus group logistics</i>

Workshop 3: April (Virtual, 2-hours)

Objectives for Workshop 3:

- Goal alignment
- Review and confirm priority strategies
- Action planning for priority strategies
- Prepare for implementation

High-Level Agenda for Workshop 3 (TBD):

Agenda Item	Description
Goal Alignment	<ul style="list-style-type: none"> • Are we still on board with the goal (including any tweaks based on strategy analysis) • Keep the goal in mind as we start action planning (where will we get most impact and where do we need to lean in)
Action Planning	<ul style="list-style-type: none"> • Begin action planning for priority strategies • Identify specific steps for implementation • Roles / responsibilities

	<ul style="list-style-type: none"> • Timeline • Resources • Measuring results
Launch Implementation	<ul style="list-style-type: none"> • Roles • Responsibilities • Timelines • Logistics

Plan Finalization (April / May)

Activity	Xcel Energy Partners in Energy PM Team	City of Salida PM Team
Energy Action Plan Finalization	<ul style="list-style-type: none"> • Develop draft Energy Action Plan • Integrate any feedback from city team 	<ul style="list-style-type: none"> • Review and provide feedback on draft Energy Action Plan

Typical Process Steps (for reference)





CITY COUNCIL ACTION FORM

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

ITEM

Resolution 2022-49 – A Resolution of the City Council for the City of Salida, Colorado Expressing its Support of Ballot Issue 6A, to Improve the Availability of Affordable Housing in Chaffee County

BACKGROUND

The Chaffee Housing Authority (CHA) was created by the City, Chaffee County, and the Town of Buena Vista in 2021 for the express purpose of acquiring and developing affordable housing for our workers. As noted in the 2022 Housing Needs Assessment recently approved by the CHA, needs and demands for housing remain at a critical level, with 1,105 new affordable homes needed by 2027 in order to catch up and keep up with demand. With average home prices increasing 41% between 2020 and the summer of 2022, the gap between market and affordability only continues to expand.

In July of 2022, the Salida City Council approved Resolution 2022-31 which consented to the Chaffee Housing Authority seeking voter for an increase in ad valorem property taxes to provide sustainable and flexible funding to support affordable and workforce housing projects in Salida and Chaffee County. The CHA Board of Directors approved ballot language in September to go on the November 8, 2022 election ballot. Per direction from Councilmember Naccarato, Resolution 2022-49 was crafted to endorse and encourage voters to vote for the CHA tax question that will appear on this November's coordinated election ballot. The State Fair Campaign Practices Act (FCPA; C.R.S. 1-45-101 et seq.) expressly authorizes public bodies to adopt resolutions of this sort.

The FCPA generally forbids the use of public funds to urge voters to vote for or against a matter on the ballot. C.R.S. 1-45-117 ("Section 117). Section 117 reflects the widely supported notion that, insofar as voters have no choice but to pay taxes, they should not thereby be forced to fund the government's side of campaigns. But recognizing that the government should not be entirely foreclosed from publicly-funded advocacy, the General Assembly provided several exceptions. One of these exceptions states that nothing in Section 117 forbids a political subdivision of the State from (in pertinent part):

- (A) Passing a resolution or taking a position of advocacy on any issue [appearing on the local ballot]...; or
- (B) Reporting the passage of or distributing such resolution through established, customary means, other than paid advertising, by with information about other proceedings of such...political subdivision...is regularly provided to the public.

C.R.S. 1-45-117(1)(b)(III)(A) and (B)

With the Chaffee County election ballot now set, the City Council can take a position of advocacy of Ballot Issue 6A, which would create an ad valorem property tax of 3.5 mills for the purpose of providing sustainable and long-term revenues to fund the Chaffee Housing Authority for workforce and affordable housing opportunities.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-49 to express the City Council's support for Ballot Issue 6A, which would improve the availability of affordable and workforce housing in Salida and Chaffee County.



CITY COUNCIL ACTION FORM

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

SUGGESTED MOTION

A City Councilperson should state, "I move to approve Resolution 2022-49, expressing the City Council's support for Ballot Issue 6A", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 2022-49
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
EXPRESSING ITS SUPPORT OF BALLOT ISSUE 6A, TO IMPROVE THE AVAILABILITY
OF AFFORDABLE HOUSING IN CHAFFEE COUNTY**

WHEREAS, the City of Salida (“City”) and its City Council (“Council”) pursuant to C.R.S. § 1-45-117, wish to take a position of advocacy in support of ballot issue 6A to improve affordable housing availability in our community, and

WHEREAS, the City recognizes that the community is experiencing a severe workforce housing shortage. Average home prices in Chaffee County increased 41% between 2020 and 2022, and average rents have increased about 43% since 2016. Home ownership is out of reach for 91% of county households and renters are struggling to make ends meet. If affordable/workforce housing had a market-based solution, it would have long since been undertaken already by developers. No market-based solution has been presented, and therefore the Chaffee Housing Authority was established to take on workforce housing projects and programs, and

WHEREAS, the Chaffee Housing Authority has demonstrated success in partnering with the City of Salida on projects and programs for housing solutions, resulting in seventeen rental units poised for construction, twenty-two households in secure rentals through the Rental Deposit Guarantee Program, and an additional five households in transitional housing through the City’s Open Doors RV Program, and

WHEREAS, a property tax of up to 3.5 mills will cost the average homeowner in Chaffee County about \$9/month and the average business owner \$32/month. Meanwhile, those with higher-priced homes and second homeowners will be further contributing to solutions for workforce housing, and

WHEREAS, state and federal funding for housing limits the eligibility of housing recipients by income, establishing income-restricted rental opportunities that are not accessible to nearly one third of Chaffee County workforce, and

WHEREAS, the current estimated housing need for Chaffee County is 435 new homes immediately, and to keep up with future housing needs in Chaffee over the next 5 years, an additional 670 homes, or 222 units are needed per year for a total of 1,105 units. This ballot initiative will result in the funding sufficient enough to directly contribute local, flexible funding to the construction of approximately twenty-nine additional workforce housing units per year, and the ability to leverage additional state and federal resources for additional projects and programs, and

WHEREAS, local, flexible funding for housing solutions will continue to provide jobs and support local construction and other businesses, while also creating housing opportunities for workforce across the income continuum. Without housing for employees, many small businesses may have to close in Chaffee County, and

WHEREAS, the funds generated from ballot issue 6A will be allocated as follows: 60% to housing development, 22% for housing stabilization programs, 3% for housing policy advocacy, and 15% for organizational operations, and CHA has a detailed work plan, updated annually, with focused strategies to address these goals with accountability to the City of Salida, Town of Buena Vista, and County of Chaffee for achieving these goals.

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

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

Section 2. The Salida City Council hereby formally endorses Ballot Issue 6A which will be presented to the voters on November 8, 2022.

RESOLVED, APPROVED AND ADOPTED this ____ of _____, 2022.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk