



CITY COUNCIL REGULAR MEETING-

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

July 16, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve July 2, 2024 Minutes

4. Notice to Award Professional Services Agreement for The South Ark Neighborhood Engineering Design

5. Approve JazzFest Special Event

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

6. **Ordinance 2024-07** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16, ARTICLE XIII OF THE SALIDA MUNICIPAL CODE, REGARDING INCLUSIONARY HOUSING, TO FURTHER PROMOTE AND ASSIST THE DEVELOPMENT OF WORKFORCE HOUSING. **Second Reading and Public Hearing**

7. **Ordinance 2024-08** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A SUBSTANTIAL MODIFICATION OF THE GREEN HEART PLANNED DEVELOPMENT AND MINOR SUBDIVISION TO MODIFY THE REQUIREMENTS FOR INCLUSIONARY HOUSING FOR THE 1.23 ACRE SITE. **Second Reading and Public Hearing**

8. **Ordinance 2024-09** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING THE CITY CODE TO ADD SECTION 10-7-90 ENTITLED KNOWINGLY ALLOWING UNDERAGE PERSONS TO POSSESS OR CONSUME ETHYL ALCOHOL AND/OR MARIJUANA ON PRIVATE PROPERTY TO THE SALIDA MUNICIPAL CODE. **Second Reading and Public Hearing**

9. **Ordinance 2024-10** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE PURCHASE AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTY FOR CITY PURPOSES; APPROVING THE FORMS OF SUCH DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO. **Second Reading and Public Hearing**

10. **Ordinance 2024-11** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A LEASE OF REAL PROPERTY LOCATED AT 348 H STREET FROM THE CITY OF SALIDA TO HYLTON LUMBER LLC. **Second Reading and Public Hearing**

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.

NEW BUSINESS / ACTION ITEMS

- [11.](#) **Approve City of Salida Social Media Policy**
- [12.](#) **Resolution 2024-44** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE SALIDA SCHOOL DISTRICT ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.
- [13.](#) **Ordinance 2024-12** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 11 OF THE SALIDA MUNICIPAL CODE, REGARDING CONSTRUCTION AND EXCAVATION IN THE STREETS, SIDEWALKS AND PUBLIC PROPERTY, TO ESTABLISH A PROCEDURE FOR THE UNDERGROUNDING OF UTILITY FACILITIES. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

[14.](#) Treasure Report

Attorney Report

Department Updates

[15.](#) Department Updates

EXECUTIVE SESSION

- 16. Executive Session** 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 employees; AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: **6 month performance evaluation with the City Administrator**

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING-

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

July 02, 2024 - 6:00 PM

MINUTES

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

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Suzanne Fontana
 Council Member Dominique Naccarato
 Council Member Justin Critelli
 Council Member Aaron Stephens
 Council Member Alisa Pappenfort
 Council Member Wayles Martin
 Mayor Dan Shore
 Treasurer Ben Gilling

Civility Invocation

Civility Invocation

CONSENT AGENDA

Council Member Naccarato moved to amend the agenda moving Ordinance 2024-10 to follow Resolution 2024-41, Seconded by Council Member Martin.

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

MOTION PASSED

Council Member Pappenfort moved to approve the consent agenda as amended, Seconded by Council Member Naccarato

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

MOTION PASSED

Approve Agenda

Approve June 18, 2024 Minutes

Approve Heart of the Rockies Rampage/Chaffee County Community Foundation Agreement

CITIZEN COMMENT—Three (3) Minute Time Limit

Kat Been spoke during public comment.

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.

LIQUOR LICENSING AUTHORITY

New Tavern Liquor License request for The Victoria Tavern, LLC at 143 North F Street.

Mayor Shore opened the Public Hearing. Clerk Kristi Jefferson presented the Liquor License request.

The applicant, Greg Kenny, asked Council to approve the request. Hearing no other comment, the Mayor closed the Public Hearing.

Council Member Naccarato moved to approve the new Tavern Liquor License, Seconded by Council Member Critelli.

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

MOTION PASSED

New Hotel and Restaurant Liquor License request for La Terraza Restaurant and Bar, LLC dba La Terraza Restaurant and Bar at 122 East First Street.

Mayor Shore opened the Public Hearing. Clerk Kristi Jefferson presented the Liquor License request.

The applicant, Letitia Garcia, asked Council to approve the request. Jerry Mallett spoke in favor of the request. Hearing no other comment, the Mayor closed the Public Hearing.

Council Member Pappenfort moved to approve the new Hotel and Restaurant Liquor License, Seconded by Council Member Critelli.

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

MOTION PASSED

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

Resolution 2024-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

Council Member Fontana moved to approve Resolution 2024-39, Seconded by Council Member Critelli.

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

MOTION PASSED

Resolution 2024-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE SUESSE ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

Council Member Pappenfort moved to approve Resolution 2024-40, Seconded by Council Member Fontana.

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

MOTION PASSED

Resolution 2024-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA EXPRESSING THE INTENT OF THE CITY TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO THE ACQUISITION OF PROPERTY

Council Member Pappenfort moved to approve Resolution 2024-41, Seconded by Council Member Fontana.

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

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MOTION PASSED

Ordinance 2024-10 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE PURCHASE AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTY FOR CITY PURPOSES; APPROVING THE FORMS OF SUCH DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Naccarato moved to approve Ordinance 2024-10, Seconded by Council Member Fontana. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-42 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING AND APPROVING THE AMENDED FEE SCHEDULE FOR THE OFFICE OF THE CITY CLERK

Council Member Pappenfort moved to approve Resolution 2024-42, Seconded by Council Member Martin. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-43 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO TO ALLOW OVERNIGHT CAMPING & DOGS IN MARVIN PARK FROM JULY 26 THROUGH JULY 28 FOR THE 2024 CANINE CULTURE, LLC. DOG AGILITY EVENT

Council Member Critelli moved to approve Resolution 2024-42, Seconded by Council Member Pappenfort. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Ordinance 2024-07 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16, ARTICLE XIII OF THE SALIDA MUNICIPAL CODE, REGARDING INCLUSIONARY HOUSING, TO FURTHER PROMOTE AND ASSIST THE DEVELOPMENT OF WORKFORCE HOUSING. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Pappenfort moved to approve Ordinance 2024-07, Seconded by Council Member Critelli. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Mayor Shore recused himself from the discussion and decision of Ordinance 2024-08

Ordinance 2024-08 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A SUBSTANTIAL MODIFICATION OF THE GREEN HEART PLANNED DEVELOPMENT AND MINOR SUBDIVISION TO MODIFY THE REQUIREMENTS FOR INCLUSIONARY HOUSING FOR THE 1.23 ACRE SITE. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Pappenfort moved to approve Ordinance 2024-08, Seconded by Council Member Naccarato. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Council Member Pappenfort moved to approve the Applicant's second request waiving the application fees, Seconded by Council Member Naccarato.

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

MOTION PASSED

Mayor Shore returned to the meeting

Ordinance 2024-09 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING THE CITY CODE TO ADD SECTION 10-7-90 ENTITLED KNOWINGLY ALLOWING UNDERAGE PERSONS TO POSSESS OR CONSUME ETHYL ALCOHOL AND/OR MARIJUANA ON PRIVATE PROPERTY TO THE SALIDA MUNICIPAL CODE. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Pappenfort moved to approve Ordinance 2024-09, Seconded by Council Member Critelli.

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

MOTION PASSED

Ordinance 2024-11 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A LEASE OF REAL PROPERTY LOCATED AT 348 H STREET FROM THE CITY OF SALIDA TO HYLTON LUMBER LLC. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Critelli moved to approve Ordinance 2024-11, Seconded by Council Member Naccarato.

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

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Reports were given

Mayor Report

Report was given

Treasurer Report

Attorney Report

Department Updates

EXECUTIVE SESSION - TO BE HELD IN THE TENDERFOOT CONFERENCE ROOM

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

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

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

MOTION PASSED

To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a), for the purpose of conferencing with the City Attorney for the purpose of receiving

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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: **Negotiations with Visionary Communications, LLC**

Council Member Naccarato moved to enter into Executive Session, Seconded by Council Member Pappenfort. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Council entered into Executive Session at 7:59 pm and returned to the Regular Meeting at 8:57pm

Adjourned at 8:58pm



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	July 16, 2024

AGENDA ITEM

Council Action – Notice to Award Professional Services Agreement for The South Ark Neighborhood Engineering Design Consent Agenda

BACKGROUND

In 2023, The City of Salida completed planning for the South Ark Neighborhood and subsequently approved Ordinance 2023-16 which provided for a substantial modification to the Vandaveer Ranch Planned Development. Since then, the City was successful in receiving multiple grants and local funding commitments totaling approximately \$6M to provide support for design of all three phases and construction of the initial phase of infrastructure. These improvements are required to be able to start development of the neighborhood and other improvements identified in the prior planning efforts. The engineering scope of work would prepare a shovel ready project that would include design for the below items and allowing for a phased approach to construction:

- 1) Surveying and Platting
- 2) Roadways and Evaluation of Potential CDOT Access Improvements
- 3) Storm Sewer Infrastructure
- 4) Water and Sewer Infrastructure
- 5) River and Highway Crossings for Utilities and Pedestrians
- 6) Trails and Coordination with others on River Restoration Work

An engineering Request for Proposals was advertised for the work. A review team interviewed four consulting firms including Short Elliott Hendrickson Inc. (SEH), JR Engineering, Inc, KLJ Engineering, LLC, and WSB Engineering, Inc. The teams evaluated the applicants utilizing a scoring matrix which included:

- 1) Narrative and Project Approach
- 2) Firms Experience and References
- 3) Qualifications of Key Personnel
- 4) Project Costs
- 5) Project Schedule
- 6) Overall Responsiveness to RFP

Three of the four firms had proposals generally aligned with estimated engineering fees for the scope of work. J.R. Engineering scored the highest by the evaluators. J.R. Engineering has extensive related experience across Colorado and proposed a robust team with specialists to ensure the necessary resources and quality control are available to perform the work. They also identified several items related to river restoration, environmental, landscaping, lighting, and other key design components that will be critical for ensuring project success.

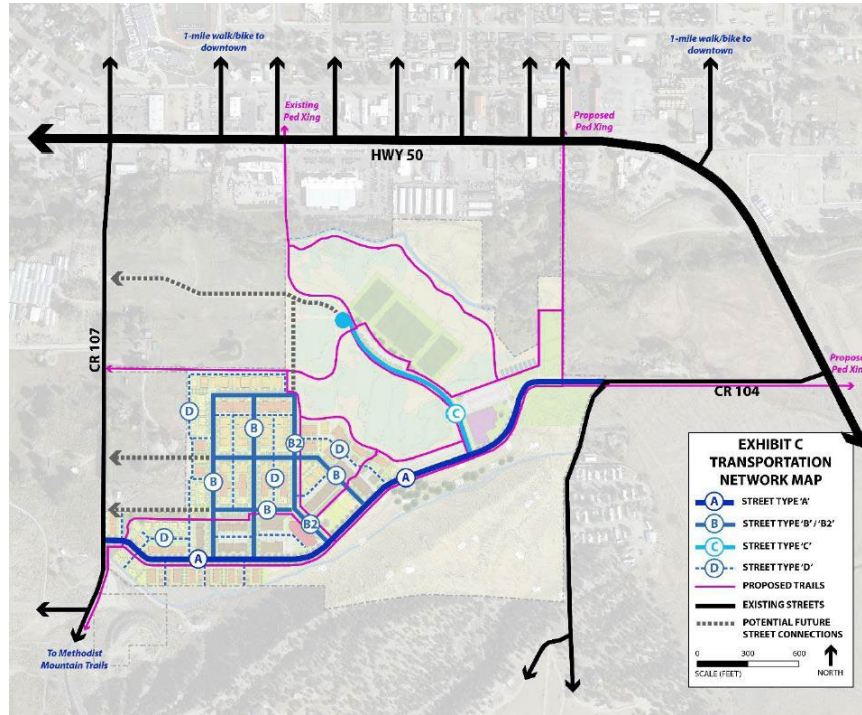


Figure 1-Transportation and Pedestrian Facilities from ODP

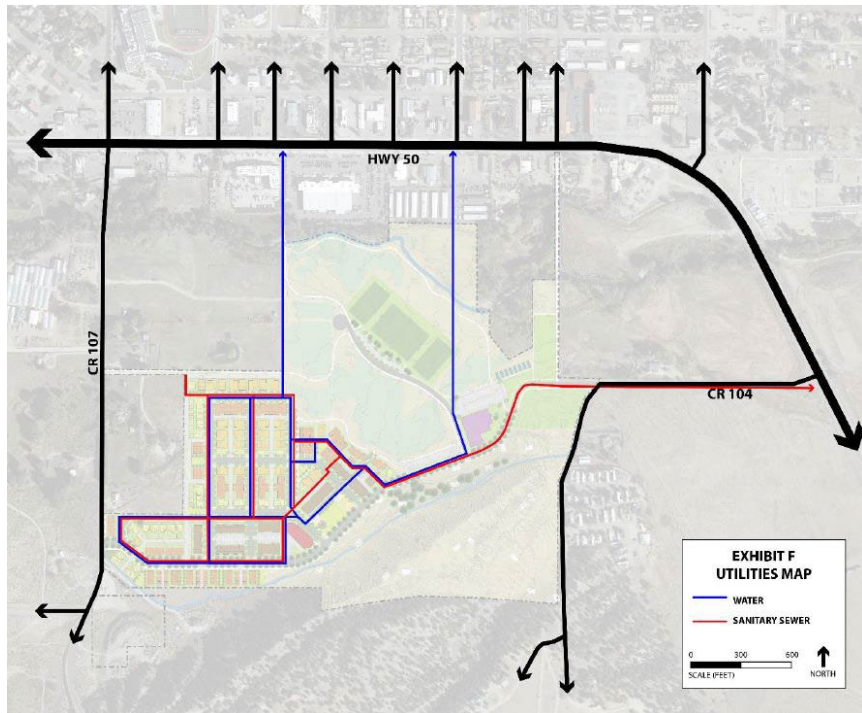


Figure 2 - Primary Utility Infrastructure

RECOMMENDATION

Notice to Award Professional Services Agreement with J.R. Engineering Inc. and authorize the City Administrator to enter into a Professional Services Agreement in the amount of \$1,331,570 with a total project design budget of \$1,400,000.

FISCAL IMPACT

Grant revenue and local partnerships are sharing in a portion of the professional services. City funds in the amount of \$420,000 will be utilized as a fiscal match for the Strong Communities and More Housing Now Grants awarded for the project. This match will come from the housing fund which has funds available.

MOTION

A City Council member should state "I move to combine and approve the items on the consent agenda", followed by a second and a roll call vote.



Arts & Culture Salida Jazz Fest – August 10

The 6th annual music event returns to Riverside Park in celebration of various forms of jazz with a slate of six different groups, both local and national, set to perform. Attendees not only enjoy the music but can join family and friends in a variety of tastes of local food vendors. Attendance in 2023 was 2,750 people for one-day, free event.



APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 5.

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

- | | | |
|------------------------------------|--|---|
| ☐ SOCIAL | ☐ ATHLETIC | ☐ PHILANTHROPIC INSTITUTION |
| ☐ FRATERNAL | ☐ CHARTERED BRANCH, LODGE OR CHAPTER | ☐ POLITICAL CANDIDATE |
| ☐ PATRIOTIC | ☐ OF A NATIONAL ORGANIZATION OR SOCIETY | ☒ MUNICIPALITY OWNING ARTS FACILITIES |
| ☐ POLITICAL | ☐ RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- 2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ 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

THE CITY OF SALIDA

State Sales Tax Number (Required)

[REDACTED]

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

220 W SACKETT AVE.
SALIDA, CO 81201

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

100 E SACKETT AVE.
SALIDA, CO 81201

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

PATRICK O'BRIEN

5. EVENT MANAGER

MICHAEL VARNUM

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN
ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

☐ NO ☒ YES HOW MANY DAYS? 11

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

☒ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☒ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
8/10/24																			

OATH OF APPLICANT

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

SIGNATURE

Patrick O'Brien

TITLE

SUPERVISOR

DATE

8/24/24

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)

City of Salida

☒ CITY

☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

(719) 530-2626

SIGNATURE

TITLE

Administrator

DATE

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

The City of Salida

Riverside Park

100 E Sackett Ave. Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	8/10/24	12:00 pm		8/10/24	9:00 pm

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

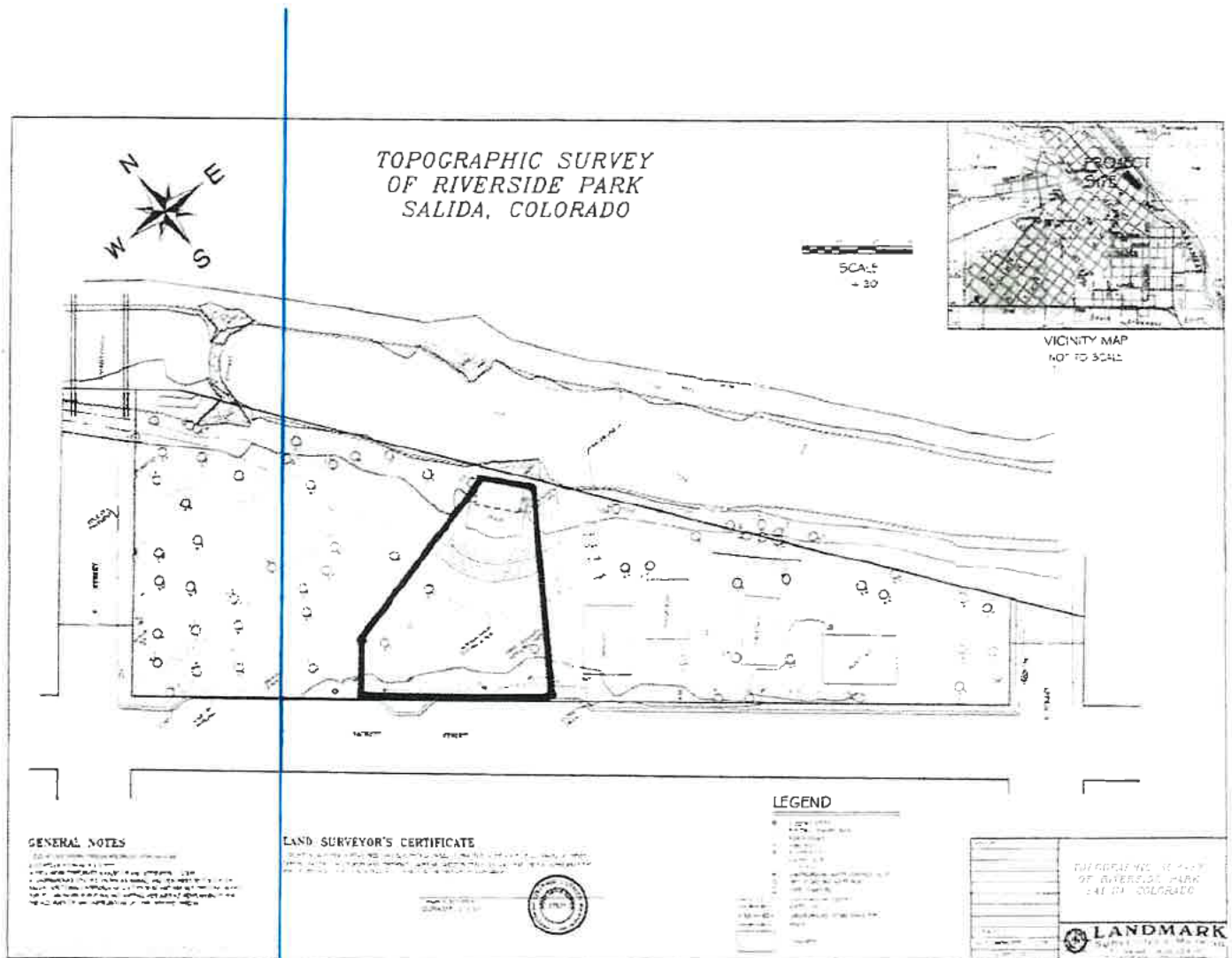
In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 18th of June, 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator





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: Patrick O'Brien

Applicant Business/Organization: City of Salida Arts & Culture

Applicant Phone: 719-530-0933

Applicant Email: patrick.obrien@cityofsalida.com

Applicant Address: 220 W. Sackett Avenue
Salida, CO 81201

Sound Supervisor¹: Carey Hallett/Colorado Central Sound

Sound Supervisor Phone: 719-221-3231

II. Event Information.

Description of Event: The Arts & Culture department plans to promote and produce the 6th annual Salida Jazz Festival in Riverside Park as a single-day event. The event will highlight six (6) musical acts to perform from 12:00-9:00 pm at the park's bandshell stage. This concert is open to the public with a limited cash bar and concessions will be available within a designated special event section. Additional vendors will be on-site for attendees to purchase food and drink.

Estimated Attendance: 3,000 total throughout the event

Date(s): Saturday, August 10 2024

Hours of Event: 12:00 pm - 9:00 pm

Location of Event: Riverside Park

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

Type of Sound Amplification Equipment:

Flown Line Array System with speakers

IV. Agreement.

As the applicant for this noise permit, I, Patrick O'Brien, 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:

Patrick O'Brien

(Typed or Digital signature accepted)

Date:

7.9.24

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): August 10, 2024

Expiration: August 10, 2024

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____



City of Salida

Multiple Vendor Event Permit Application

Date of Application: 7.10.24Event Name: Salida Jazz FestivalEvent Location(s): Riverside ParkDate(s) & Time(s) of Event: Saturday, August 10, 2024 from 12⁰⁰pm-9⁰⁰pmIndividual or Organization Sponsor(s): City of Salida Arts & CultureAddress: 220 W. Sackett AvePhone: 719-530-0933Email: patrick.obrien@cityofsalida.comContact Person: Patrick O'BrienPhone: 719-530-0933Email: patrick.obrien@cityofsalida.comParticipating Vendors *NOTE: It is required that you provide a copy of the current state license for each vendor.*

- ① Blue Truck Ice Cream - Cindy Martinez
- ② Taco El Tapatio - Rubi Lopez



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

Is a Copy of Insurance Attached? (Yes or No)

In file

Required Fees & Checklist:

- ☒ \$75 Application Fee
- ☒ \$20 per participating vendor. Number of Vendors _____ x \$20 = _____
- ☐ Current Colorado Sales Tax License for each participating vendor
- ☐ Proof of Insurance

Please Sign

Event Sponsor:

Patrick OB

Date:

7.10.24

City of Salida:

Date:



City of Salida

Special Event Emergency Action Plan

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

Emergency Manager: Patrick O'Brien

Phone: 310-880-5875 Email: patrickobrien@cityofsalida.com

Signature: Patrick O'Brien

Emergency Alternate 1: MICHAEL VARNUM

Phone: 719-221-9478 Email: michael.varnum@cityofsalida.com

Signature: Michael Varnum

Emergency Alternate 2: KIM BOULDIN

Phone: 719-539-7135 Email: kim.bouldin@

Signature: Kim Bouldin

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

1. The Emergency Manager or an alternate will communicate the designated evacuation space to participants at the beginning of the event.
2. This will be communicated to the event participants in an emergency with a:
 - ☐ Bull Horn
 - ☒ PA System
 - ☐ Emergency level voice

Fire

1. Call 911.
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participants to: out of park; automobiles; residences

Medical Emergency

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to: Scout Hut; appropriate medical facility

Violent Incident

1. Call 911
2. Attempt to avoid the situation – move participants away.
3. Try to deny contact and evacuate to: outside of park; automobiles; residences
lock/block doors, turn off lights, silence phones.
4. If necessary, defend – distract, attack, subdue.

Severe Weather

1. Move participants away from threat if possible.
2. Evacuate to: outside of park; automobiles; residences
3. Call 911.

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

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Kathryn Dunleavy - Associate Planner	July 16, 2024

AGENDA ITEM

Ordinance 2024-07: An Ordinance of the City Council for the City of Salida, Colorado amending Chapter 16, Article XIII of the Salida Municipal Code regarding Inclusionary Housing, to further promote and assist the development of workforce housing.

BACKGROUND

The City originally adopted its Inclusionary Housing requirements and regulations in 2018. The City has periodically modified the Inclusionary Housing requirements to be responsive to changes in the market as well as practicalities in enforcement of the regulations. However, the purpose of the Inclusionary Housing Ordinance remains the same:

- (a) Promote the construction of housing that is affordable to the community's workforce;
- (b) Retain opportunities for people that work in the City to also live in the City;
- (c) Maintain a balanced community that provides housing for people of all income levels; and
- (d) Ensure that housing options continue to be available for very low-income, low-income, moderate, and middle-income residents, for special needs populations and for a significant proportion of those who work and live in the City.

PROPOSAL:

The proposed amendments to Chapter 16, Article XIII of the Code, consist of:

- (a) Minor clarifications, edits or added/modified verbiage that do not change the substance of the Ordinance; such as clarifying the utility allowance; and, in updating Article XIII, staff found a conforming update in the subdivision article, which must be updated to keep the code consistent and clear as it relates to the applicability of the Inclusionary Housing standards and regulations.
- (b) Addition of language to address inclusionary housing scenarios not clearly identified in the current ordinance, such as LIHTC projects, community land trusts, and other scenarios; and
- (c) Four substantive updates that address current market trends and align with administrative realities:

- 1) **Increase the ownership unit AMI income buffer from 10% (currently) to 19%.** Current interest rates are proving to be a challenge to finding qualified buyers. The larger buffer is intended to offset that challenge. With this change, a household earning up to 119% AMI would qualify for a unit restricted to 100% AMI maximum sales price; a household earning up to 139% AMI would qualify to for a unit

restricted to 120% AMI maximum sales price; and a household earning up to 159% AMI would qualify for a unit restricted to 140% AMI maximum sales price;

- 2) Modification of the AMI range targeted by the ownership units.** With the increases in the Chaffee County AMI (14.6% over last 2 years), and with some market rate housing being offered in the 150% and up AMI range, units at the 160% AMI range are competing with the lower end of market prices, and therefore are not a critical component of missing-middle housing at this time. Additionally, continuing deed-restrictions at the 160% AMI level may be setting unrealistic sales price expectations for developers who commit to building the IH units, or for the qualified owners who purchase them and resell in the future. (This has proven to be an issue in other communities similar to Salida). Therefore, this update proposes adjusting the AMI range to 100% through 140%, but with a 130% maximum average that takes effect after the first built IH unit.

Because this proposal incorporates 100% AMI into the required range, it removes the current incentive for a 100% AMI unit to count as 1.5 units. (Note that the incentive for rental units at 60% AMI remains; they will still count as 1.5 units). With this modification, coupled with the increase in the allowed income buffer noted in item 1, the intention is to provide criteria that would create favorable conditions for a pool of qualified buyers for the 100% AMI units. The chart below represents how this proposal differs from the current ordinance:

Current Ordinance		Proposed Ordinance	
AMI Range:	120% to 160%	AMI Range:	100% to 140%
Required Avg:	140% or less	Required Avg:	130% or less after 1 st unit
First 5 built units:	1 st : 140% 2 nd : 120% 3 rd : 160% 4 th : 140% 5 th : 120%	First 5 built units:	1 st : 140% 2 nd : 120% 3 rd : 100% 4 th : 140% 5 th : 120%

- 3) Timing of Fee-in-lieu Payment.** The fee schedule has always required that the fee-in-lieu of a built unit be set at the time of building permit application, and this was always the intent of the ordinance. However, due to some vagaries of the language in the Ordinance, as well as language utilized in IH agreements, this has not been the practice. The proposed updates are to provide clarity on timing of payment, and to provide two different scenarios for payment of the FIL:

- For projects of 5 or fewer units, the FIL is set at the time a complete building permit application is received. Half of the payment would be due at the time of building permit and the remaining half at time of C.O. This is the same payment structure that is currently utilized for System Development Fees and that structure is well understood and works well, therefore we suggest replicating what is working.
- For developments of 6 or more units, the entire FIL (which is the fractional payment of any fractional unit required) would be required to be paid no later than the first building permit being

issued in the development. The FIL could be paid as early as recordation of the plat, but Staff believes requiring that would be unnecessarily burdensome; this timeline offers flexibility while ensuring that payment does not wait until the very last lots apply for permits, as it is not unusual for developments to have a handful of vacant lots decades after initial construction begins.

- 4) Reduce maximum household AMI for renting an ownership unit.** The current code specifies that when an ownership unit is rented (per conditions allowable in the code and/or deed restriction), it can be rented at a price affordable to a household making 100% AMI. This proposal changes that to 80% AMI.

FISCAL IMPACT

Fiscal Impact statement does not apply to this application.

RECOMMENDATION

Planning Commission voted 6-0 to recommend City Council approve the proposed text amendments in Ordinance 2024-07.

Staff recommends approval of Ordinance 2024-07.

MOTION

A City Councilmember should state “I move to _____ Ordinance 2024-07 Amending Chapter 16, Article XIII of the Salida Municipal Code, Regarding Inclusionary Housing, To Further Promote and Assist the Development of Workforce Housing.”

ATTACHMENTS

Draft Ordinance 2024-07
Proof of Publication

CITY OF SALIDA, COLORADO
ORDINANCE NO. 07
(Series of 2024)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO AMENDING CHAPTER 16, ARTICLE XIII OF THE SALIDA
 MUNICIPAL CODE, REGARDING INCLUSIONARY HOUSING, TO FURTHER
 PROMOTE AND ASSIST THE DEVELOPMENT OF WORKFORCE HOUSING**

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

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

WHEREAS, under such authority, the City Council previously adopted regulations related to inclusionary housing, codified as Chapter 16, Article XIII of the Salida Municipal Code (the “Code”); and

WHEREAS, the City Council remains committed to the promotion of inclusionary housing, such that all residents and workforce have a meaningful opportunity to afford housing in the City; and

WHEREAS, the City of Salida still recognizes the need for affordable housing across a diversity of income levels to be addressed by the inclusionary housing policy; and

WHEREAS, deed restrictions remain the primary tools to ensure permanent affordability so that units will not go from affordable to unaffordable with a simple sale of property; and

WHEREAS, since the adoption and subsequent amendments to Chapter 16, Article XIII, recent changes in the market as well as practicalities in enforcement of the regulations has prompted City staff to evaluate and recommend where certain updates could be made to the Code, especially now that new affordable units are becoming available; and

WHEREAS, the Planning Commission held a public hearing on the code changes on June 24, 2024, and recommends the amendments set forth in this Ordinance; and

WHEREAS, after consideration at a public hearing held on July 16, 2024, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents, workforce, local businesses and customers to amend Chapter 16, Article XIII of the Code, as it relates to the promotion of inclusionary housing in the City, as well as to slightly amend Chapter 16, Article 6, to make a conforming clean-up amendment relating the applicability of the Inclusionary Housing Article.

**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. Chapter 16, Article XIII. of the Code, concerning inclusionary housing

requirements, is hereby amended to read as follows:

ARTICLE XIII. INCLUSIONARY HOUSING

Sec. 16-13-10. Purpose and objectives.

- (a) Promote the construction of housing that is affordable to the community's workforce;
- (b) Retain opportunities for people that work in the City to also live in the City;
- (c) Maintain a balanced community that provides housing for people of all income levels; and
- (d) Ensure that housing options continue to be available for very low-income, low-income, mode rate, and middle-income residents, for special needs populations and for a significant proportion of those who work ~~or~~ and live in the City.

Sec. 16-13-20. General inclusionary housing requirements.

- (a) Any application brought under the annexation or planned development sections of this Code; condominium plats of any size; duplex conversion subdivisions; and minor and major subdivision sections of this Code, as well as multi-family residential rental projects of five (5) or more units are required to ~~include~~ provide at least sixteen and seven-tenths (16.7) percent (i.e. 1/6th) of the total number of new residential dwelling units or lots as affordable dwelling units, pursuant to requirements set forth in this Article, and subject to the following standards:
 - (1) The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as defined annually by the Colorado Housing Finance Authority (CHFA), at the time such unit is sold or rented, and as further specified in Sections 16-13-60 and 16-13-70.
 - (2) Affordable dwelling units shall be permanently restricted unless a different timeframe is required as a part of a Low Income Housing Tax Credit project or otherwise time restricted by federal or state grant funds.
 - (3) If the calculation for inclusionary housing results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40.
 - (4) The proportion of required affordable units, whether for-sale or for-rental, shall follow the proportion of for-sale and for-rental market rate units, unless otherwise approved by the decision-making body. For example, if the project includes ~~one hundred (100) percent~~ all for-sale units, then ~~one hundred (100) percent~~ all of the required affordable units shall be for-sale units. If the project includes ~~fifty (50) percent~~ half for-sale units and ~~fifty (50) percent~~ half for-rental units, that same percentage of for-sale and for-rental affordable units shall be provided.
- (b) Units built as affordable in the project should be comparable to the market rate housing units in exterior finish and design and integrated into the overall project.

- (c) Income Eligibility Required. ~~No person shall sell, rent, purchase or lease a~~ An affordable dwelling unit created pursuant to this Article ~~except~~ **shall be purchased, owned, leased or occupied exclusively by or** to a program eligible household. A private owner of a single affordable unit may rent the unit in accordance with the provisions of this Article as set forth in Section 16-13-60 "Program Requirements for For-Sale Units." All sales, rentals, purchases and leases shall comply with the provisions of this Article.
- (d) Deed Restriction Required. No person offering an affordable dwelling unit for rent or sale pursuant to this Article shall fail to lawfully reference in the grant deed conveying title of any such unit, and record with the Chaffee County Clerk and Recorder, a deed restriction in a form provided and approved by the City Attorney ~~and applicable Housing Authority~~. Such deed restriction shall reference applicable contractual arrangements, deed restrictions and resale restrictions as are necessary to carry out the purposes of this Article.
- (e) Good Faith Marketing Required. All sellers or owners of affordable dwelling units shall engage in good faith marketing and public advertising efforts each time an affordable dwelling unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance to become informed of the availability of such units.
- (f) Required Agreements. Those applicants creating residential developments under this Chapter shall enter into an inclusionary housing development agreement with the approving body ~~City Council~~. Such agreements may be part of a development agreement, annexation agreement, ~~or~~ subdivision agreement, and/or noted on the recorded plat or planned development plan, and shall document how the applicant will meet the requirements of this Article including:
- (1) Defining the inclusionary housing development, including the total number of units or lots; the total number of affordable housing units required; and the total number of affordable housing units provided;
 - (2) The application of ~~allowed~~ density, parking and development standards allowed for projects that provide one hundred (100) percent of the inclusionary housing requirements, as provided in Section 16-13-50;
 - (3) ~~Where applicable,~~ design standards to assure the affordable units will be comparable to market rate units and are integrated into the development;
 - (4) The requirement that each required affordable housing unit must receive its certificate of occupancy before development of every sixth market-rate housing unit within the development, unless an alternative schedule is approved by the City; and
 - (5) The deed restrictions and additional agreements, in a form acceptable to the City, as necessary to carry out the purposes of this Article.
- (g) Accessory dwelling units shall not be considered inclusionary housing for the purpose of compliance with the requirements of this Article.
- (h) An applicant shall not be eligible to submit for a building permit until the applicable affordable housing agreement is approved by the ~~City Council~~ applicable approving body and such agreement is recorded with the Chaffee County Clerk and Recorder. Additionally, a property shall not receive a certificate of occupancy until the required deed restrictions are recorded with the Chaffee County Clerk and Recorder.

Sec. 16-13-30. Options for satisfaction of inclusionary housing requirement.

An applicant may seek an alternative to providing the required percentage of affordable housing under this Article by any of the following methods:

- (a) Providing the Required Housing Off-Site. This may be met only through the dedication of land, if approved by the City, to the City or a qualified non-profit housing developer for the required development of such units ~~as approved by the City~~, with the guarantee that the land to be dedicated will allow for, and be developed with a minimum number of twenty-five (25) percent of the total units in the subject development as affordable housing. Each lot shall have sufficient area devoid of environmental or other constraints to allow construction of the required development of such units. All public infrastructure improvements to support development of the required units shall be in place prior to conveyance, or sufficient security in accordance with the Municipal Code shall be provided. Dedication of the lots shall occur at the same time as plat or other applicable recordation of the development.
- (b) Dedicating Land Within the Project. Provided it is large enough and located appropriately to accommodate at least the minimum number of required affordable units, land within a project may be dedicated to the City or a qualified non-profit housing developer for the required development of such units, as approved by the City. The units to be built within the project shall be comparable to the market rate housing units in exterior finish and design to blend into the overall project. Each lot shall have sufficient area devoid of environmental or other constraints to allow construction of the required development of such units. All public infrastructure improvements to support development of the required units shall be in place prior to conveyance, or sufficient security in accordance with the Municipal Code shall be provided. Dedication of the lots shall occur at the same time as plat or other applicable recordation of the development.
- (c) Paying a Fee in Lieu of Providing Units as Defined in Section 16-13-40. This alternative is only available if the calculation for inclusionary housing results in a fraction of a dwelling unit above a whole number, or if the development is for five (5) units or lots or less.
- (d) ~~P~~ For rental units only, providing fewer units, but which are affordable to households earning sixty (60) percent or less of the AMI for Chaffee County for rental projects, ~~or one hundred (100) percent or less of the AMI for Chaffee County for for sale projects~~. For the purposes of this option, an affordable dwelling rental unit at 60% AMI or less shall equal one and one-half (1.5) inclusionary housing units at any other AMI level specified in Sections 16-13-60 and 16-13-70 below.

Sec. 16-13-40. In-lieu fee.

- (a) For developments of five (5) or fewer lots or units. If an in-lieu fee is permitted and chosen for all or part of the inclusionary housing required for the project, the applicable fee shall be calculated at the time of complete building permit submittal as described in the City's fee schedule, established, adopted and amended by City Council from time

to time, and be due prior to issuance of the certificate of occupancy. **No building permit shall be issued until one-half (1/2) of the in-lieu fee required has been paid. The remaining half of the in-lieu fee shall be paid prior to issuance of the Certificate of Occupancy.**

(b) For developments of six (6) or more lots or units. When an in-lieu fee is being paid to meet a fractional unit requirement, the entire fee shall be paid prior to the first building permit being issued for the development, and where applicable, shall be based upon the average single-family dwelling size in Salida as utilized in the current Fee Schedule fee-in-lieu calculation.

Sec. 16-13-50. Density, parking and development incentives for inclusionary housing developments.

Residential development within the zoning districts of C-1, R-2, R-3, R-4 and RMU; and portions of a planned development with the underlying zoning districts of C-1, R-2, R-3, R-4 and RMU; that are subject to inclusionary housing development requirements and are providing one hundred (100) percent of the required affordable housing within the development, may increase the allowed density and utilize the lowered dimensional standards stated in Table 16-F, Schedule of Dimensional Standards, within these districts and utilize the reduced parking requirements for multi-family dwellings stated in Table 16-J, Off-Street Parking Standards by Use. To ensure the integration of the affordable residential units into the development, these standards shall apply to all of the residential units of the subject development within parcels with the above zoning or underlying zoning, that include a minimum of sixteen and seven-tenths (16.7) percent affordable housing.

Sec. 16-13-60. Program requirements for for-sale (ownership) units.

(a) Affordable Unit Price. The prices charged for any affordable **for-sale (ownership)** units shall not exceed prices greater than what is affordable to households earning **one hundred (100) percent**, one hundred twenty (120) percent, **or** one hundred forty (140) percent, ~~or one hundred sixty (160) percent~~ of the Area Median Income (AMI) for Chaffee County. Furthermore, for-sale affordable units shall be subject to the following additional requirements:

- (1) **After the first provided inclusionary housing unit, t**~~The~~ average sales price of all affordable housing units **provided in a project** shall not exceed a price affordable to households earning one hundred ~~forty~~ **thirty (40/130)** percent or less of the AMI for Chaffee County;
- (2) For projects providing multiple affordable **for-sale** units, and to create parity across levels of affordability, the total number of affordable units deed-restricted at one of the applicable AMI levels shall not exceed the total number of affordable units deed-restricted at any of the other applicable AMI levels by more than one unit, **with the exception of units built on land dedicated to the City or to a qualified non-profit developer, as part of a LIHTC project, or unless otherwise specifically approved by City Council;**

- (3) ~~No~~ ~~Studio~~ units above one hundred twenty (120) percent AMI for Chaffee County and ~~one-bedroom units above one hundred forty (140) percent AMI for Chaffee County~~ shall not be eligible to satisfy inclusionary housing requirements; and
- (4) The specific affordable unit price charged for the applicable AMI level shall be based on the current maximum sale price as identified by the Chaffee Housing Authority and/or the City Administrator or their designee, and as annually published on the City of Salida's website and on file with the Community Development Department in City Hall.
- (b) Approved Purchasers for Affordable ~~Dwelling~~ **For-Sale** Units. A developer or owner shall sell to a qualified purchaser after completing a good faith marketing and selection process approved by the City and applicable housing authority.
- (c) Sale Restriction. No person shall sell an affordable ~~dwelling~~ **for-sale** unit except to a person that meets the income, asset and other eligibility requirements of this Article or any asset and income eligibility requirement that is included in any applicable contract or deed restriction or any other agreements to which the City is a party or beneficiary.
- (d) Resale Restrictions. All affordable **for-sale/ownership** ~~dwelling~~ units developed under this Article shall be subject to the resale restrictions itemized within the deed restriction required pursuant to Section 16-13-20~~(e)~~**(d)**.
- (e) Ownership Associations. When accepting an **affordable** for-sale unit as meeting the inclusionary housing obligation, the City Administrator and/or applicable housing authority will review the **homeowner or** condominium association declarations to assess the impact on buyers of affordable units. The City Administrator and/or applicable housing authority is authorized to establish rules regarding allowable terms in condominium declarations in order to ensure that the purposes of this Article are accomplished.
- (f) Rental Restriction. The **qualified**-owner of an affordable unit may rent the unit to an income eligible renter by a method that complies with the applicable deed restriction and/or regulations. At no point shall such rent price exceed a price that is affordable to a household earning ~~one hundred eighty~~ **eighty** (100~~80~~) percent of the Area Median Income (AMI) for Chaffee County, as defined annually by CHFA.
- (g) Income Cap. The City shall allow a ~~ten~~ **nineteen** (10~~19~~) percent buffer between the price cap and the income cap to provide flexibility for homebuyers to qualify for financing without being cost burdened. For example, if a unit shall not exceed a price greater than what is affordable to households earning one hundred twenty (120) percent of the Area Median Income for Chaffee County, households earning incomes of up to one hundred thirty **nine** (13~~90~~) percent of the AMI can qualify for such unit.

Sec. 16-13-70. Program requirements for rental units.

Maximum Rent. Rents charged for any affordable unit shall not exceed a price greater than what is affordable to households earning eighty (80) percent or one hundred (100) percent of the AMI for Chaffee County, as defined by CHFA. Maximum rental rates provided by CHFA are inclusive of utilities, as defined by CHAF's utility allowance policy. Furthermore, affordable rental units shall be subject to the following additional requirements:

- (a) At least ~~fifty (50) percent~~ **half** of all provided units shall be rented at prices affordable to households earning eighty (80) percent or less of the AMI for Chaffee County.
- (b) **No** Studio units rented above eighty (80) percent AMI for Chaffee County shall ~~not~~ be eligible to satisfy inclusionary housing requirements.

(c) Qualified Household. Rental units shall only be rented to or occupied by an income-qualified household as defined in the deed restriction and as approved by the City and/or the applicable housing authority.

Sec. 16-13-80. Administrative regulations.

To the extent the City Administrator deems necessary, rules and regulations pertaining to this Article will be developed and approved by the City Council, and thereby maintained and enforced in order to assure that the purposes of this Article are accomplished. No person shall violate any rule or regulation issued by the City Administrator under this Article.

Section 3. Subsection 16-6-120(13) of the Code, concerning Subdivision review standards, is hereby amended to read as follows:

In order to achieve the intent and purpose of this Chapter, the proposed subdivision shall comply with the following standards:

...

(13) Inclusionary Housing. Minor and major subdivisions, and condominium plats ~~of five (5) units or greater~~ must meet the requirements of Article XIII, Inclusionary Housing.

Section 4. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this 2nd day of July, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 5th day of July, 2024, and set for second reading and public hearing on the 16th day of July, 2024.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this 16th day of July, 2024.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING BEFORE
THE CITY COUNCIL FOR THE CITY OF
SALIDA CONCERNING A PROPOSED
AMENDMENT TO CHAPTER 16, ARTICLE
XIII OF THE SALIDA MUNICIPAL CODE
REGARDING INCLUSIONARY HOUSING
TO ALL MEMBERS OF THE PUBLIC
AND INTERESTED PERSONS: PLEASE
TAKE NOTICE** that on JULY 16, 2024 at
or about the hour of 6:00 p.m., a public
hearing will be conducted by the City
of Salida City Council at City Council
Chambers, 448 East First Street, Suite 190,
Salida, Colorado and online at the following
link: [https://attendee.gotowebinar.com/
register/3742005742374996822](https://attendee.gotowebinar.com/register/3742005742374996822)

The hearing is regarding proposed changes
to Chapter 16, Article XIII of the Salida
Municipal Code regarding Inclusionary
Housing.

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

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

Published in The Mountain Mail June 28,
2024



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Glen Van Nimwegen - Associate Planner	July 16, 2024

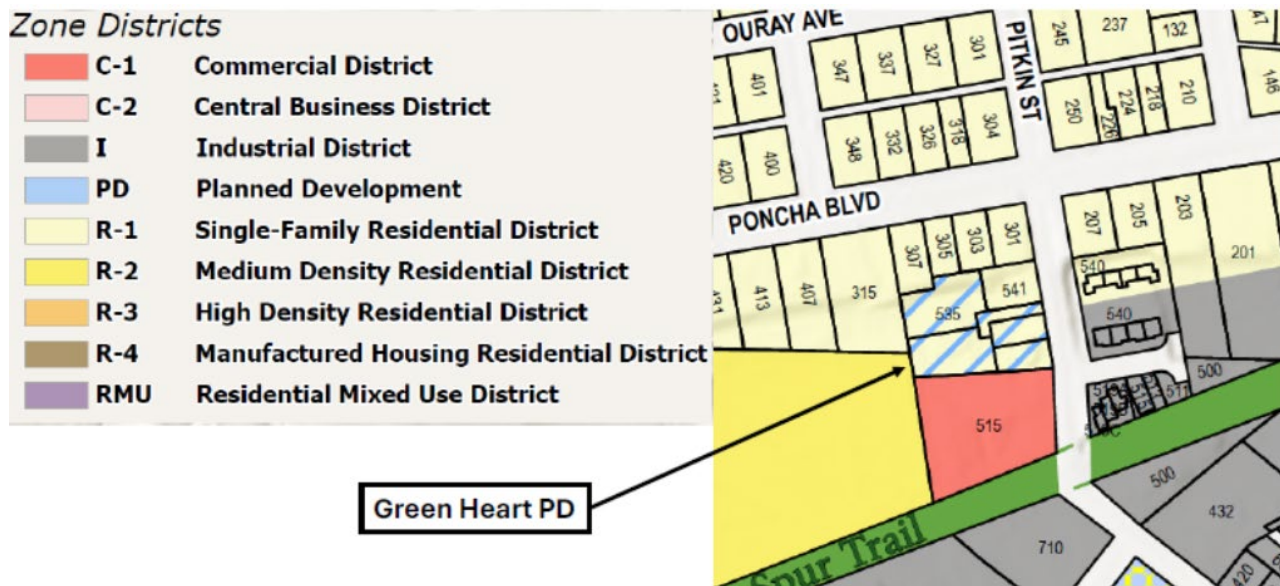
AGENDA ITEM

- A. Ordinance 2024-08: Second Reading and Holding a Public Hearing on a Substantial Amendment to the Green Heart Planned Development and Minor Subdivision, located at 535 West Seventh Street.
- B. Consideration of request to waive zoning application fees.

BACKGROUND

The applicant, Robin NeJame of Green Heart LLC, is requesting a major impact review for an amendment to the Green Heart Planned Development and Minor Subdivision located at 535 W. 7th Street. The amendment to the planned development is regarding the assessment of inclusionary housing fees-in-lieu (FIL). The project is a 1.23 acre site of four lots with the underlying zoning of Single Family (R-1).

The Inclusionary Housing Fee-In-Lieu (FIL) is one option of meeting the requirement that 16.7% of homes within a subdivision must be “affordable” as defined by the ordinance. A formula is used to determine the fee which is based on the difference between an affordable home price versus the current market price. The Planned Development overlay allows changes to the underlying zoning standards. More details on the Green Heart PD are described below. A home is under construction on Lot 2; and Lot 4 recently received a Certificate of Occupancy.



A substantial amendment to a Planned Development is a Major Impact Review which requires a hearing and recommendation by the Planning Commission; and adoption of an ordinance by City Council after a 1st Reading, 2nd Reading and Public Hearing. Conditions regarding the inclusionary housing FIL for the Green Heart project are addressed in Ordinance 2022-08 and are stated in Section Three under the Planned Development and Minor Subdivision (Exhibit 1).

Per Section 16-7-150 (c)(6), insubstantial modifications to a PD may be approved by the Administrator. However, one of the criteria for NOT being an administrative change states “Other significant changes which involve policy questions or issues of overriding importance to the community.” Staff believes, which has been confirmed by previous Council direction, the proposed change to the inclusionary housing requirements for this project meets this test.

Also, subparagraph (d) of the above section authorizes the Council to add new conditions “...as are necessary to ensure the new development will be compatible with the current community standards and regulations.”

Purpose of PD for Green Heart

A Planned Development is an overlay which allows flexibility in the underlying zoning district standards to “...permit the application of more innovative site planning and design concepts than may not be possible under the application of standard zone districts.” The Green Heart Planned Development allowed the use of a private road for required street frontage (instead of a public street as required by code) and reduced R-1 lot and site standards for the two lots (#3 and #4) that are fronting Seventh Street. The result of the flexibility was the creation of additional housing on a complicated infill parcel.

As part of the PD approval process in 2022, the applicant agreed to the following condition as an additional public benefit to warrant the code deviations:

1. Applicant agrees to give a preference to current Chaffee County residents or workforce for Lots 3 and 4 on the Property, to the extent permitted by law. Such marketing and vetting shall be the Applicant’s responsibility, with guidance provided by City staff and the Chaffee Housing Authority. The applicant will need to show a good faith effort to find local residents to purchase the property.

Applicant’s Request and Justification for PD Amendment

The applicant is requesting a reconsideration of the amount and assessment timing of the required Inclusionary Housing FIL as described in their submittal (Exhibit 1). Staff is paraphrasing the applicant’s request and justification below:

- The current fees are excessive and not in line with what similar projects were required to pay prior to Green Heart being approved (Cherry Grove is the example cited and is discussed below). This has the effect of making housing less affordable for local workers.

Staff: Cherry Grove is a major subdivision approved in 2021. The housing agreement set the FIL at the lessor of \$7.87 per square foot or \$15,748 for a period of five years. These amounts were consistent with the Inclusionary Housing ordinance at the time. At the time the Green Heart PD was submitted, the FIL was \$20.46 per square foot.

- They kept their project to a scale that fit the neighborhood. Therefore, they could not take advantage of the economies of scale a higher density project would provide.
- They were not aware of the ability to request a different fee-in-lieu as part of the Planned Development; so are making their arguments now.
- They have recently learned from bankers that the fee-in-lieu cannot be financed. This may be partly due to the housing fees and system development fees put the loan to value above recommended levels.
- Does the potential of approval of a county-wide sales tax for affordable housing mean they will be charged twice?
- The result of increasing the rate of fees-in-lieu as the number of units increase in a project result in higher costs for smaller developers.

Recent History of Fee-In-Lieu Amounts

On December 21, 2021, Council adopted Resolution 2021-43 which repeated the FIL from July 6, 2021 which required \$16.51 per square foot for every unit within a major subdivision, planned development, annexation or five or more condominiums. When Council adopted Resolution 2022-04 on February 1, 2022, the FIL increased to \$20.46 per square foot for these projects. Minor subdivisions costs were reduced to \$10.23 per square foot.

The Green Heart Planned Development team had their conceptual review by the Planning Commission and City Council on November 15, 2021. From this point they worked on development plans, including civil engineering documents, to make a formal submittal to the City. The applications were signed and submitted on February 1, 2022, the same date the FIL increased to \$20.46 per square foot. But the applications were not determined to be complete until February 14, 2022.

On May 7, 2024 the City Council adopted Resolution 2024-32 to amend the schedule for the Inclusionary Housing Fee-in-Lieu amounts (Exhibit 3). The new schedule does two things:

- Reduces the overall cost per square foot of new principal homes from \$20.46 per square foot to \$13.59 per square foot.
- Instituted a graduated scale for FIL for smaller projects in response to Council's desire to level the field for project with five and fewer units. This further reduces the FIL in a 4-Lot subdivision to 80% of the above.

These two changes reduced the FIL for Green Heart from \$20.46 per square foot to \$10.87 per square foot.

Required Findings for Approval of a Substantial Modification of a PD

Per Section 16-7-150 (2) no substantial amendment to a PD maybe granted unless the City Council determines the following findings have been met for the proposed change:

1. It is consistent with the efficient development and preservation of the entire PD;
2. 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
3. Is not granted solely for a special benefit upon any person.

Staff Evaluation

The proposed cap would freeze the fee-in-lieu for any proposed principal residence above 1,449 square feet. Currently only Lot 2 is under construction. Lot 4 was recently issued a Certificate of Occupancy and their FIL was paid.

Lot #	Lot Size (square feet)	Principal Home Size (square feet)	Current FIL Total	Proposed FIL Total	Difference
1	19,117				
2	16,268	2,274	\$24,718	\$15,748	\$8,970
3	6,589				
4	7,088	1,400	\$15,218	\$15,218	PAID

Staff recommends the Council focus on the unique benefits provided and constraints that were solved by the Green Heart Planned Development for guidance on whether the FIL change should be made. For instance, it was a difficult site that required the added expense of private street infrastructure. They have agreed to give preference to local homebuyers that are a part of the community's workforce who make their home on Lots 3 and 4. The Council may consider other conditions or changes to potentially help make that happen.

The arguments about the FIL making housing less affordable and more challenging for smaller projects/developers are best made as part of a larger discussion. Staff have committed to evaluating the fees for Council adoption on a bi-annual basis.

A. Proposed Fee-In-Lieu for Green Heart Planned Development

Keep the fee at the current rate (\$10.87 per square foot of each unit) but cap the fees at a max of \$15,748 per unit for three years. The cap is consistent with what was approved for the Cherry Grove subdivision.

B. Proposed Application Fees for PD Amendment

The applicant is asking for consideration of a refund of the application fees for this amendment as they were not aware they could discuss alternatives to the FIL at the time the PD was approved. The fees are:

- PD Substantial Modification \$1,500
 - Cost Reimbursement Deposit 3,000
- \$4,500

FISCAL NOTE

Item 7.

- A. If approved, the initial reduction to the Housing Affordability Fund would be \$8,970. The future reductions cannot be calculated because we do not know the size of the home to be built on the two remaining lots. However, the proposed cap is for only three years, so if the remaining lots are not built on until after that date, the fee that is current at that time will be paid.
- B. The applications fee waiver would mean \$1,500 would not be added to the General Fund, plus the extraneous expenses covered by the deposit. The unused portion of the deposit is returned to the applicant.

PLANNING COMMISSION RECOMMENDATION

On May 28, 2024 the Planning Commission held a public hearing and found the request met the criteria for approval of a substantial amendment to the Planned Development and made the following recommendations:

- A. Ordinance 2022-08 should be revised by amending the conditions regarding inclusionary housing FIL to generally state:
 - 1. The owner shall pay a fee-in-lieu for each principal residential unit constructed equal to the lessor of \$10.87 per habitable square feet; \$15,748; or an amount established by a subsequently adopted fee schedule; and
 - 2. The fee-in-lieu amounts shall remain at the above for three (3) years from the date of this ordinance. After the three (3) year period the fee-in-lieu shall be the amount that is in effect at the time of issuance of a building permit for a principal residence.
 - 3. The minor subdivision shall be amended to note the temporary FIL reduction; and
- B. The application fees should be refunded to the applicant.

MOTIONS

- A. A City Councilmember should state "I move to _____ Ordinance 2024-08 on Second Reading", followed by a second and a roll call vote.
- B. A City Councilmember should state "I move to _____ the applicant's request to waive the Green Heart PD amendment application fees", followed by a second and a roll call vote.

Attachments

Ordinance 2024-08
Exhibit 1: Ordinance 2022-08
Exhibit 2: Applicant Statement
Exhibit 3: IH FIL Fee Schedule adopted May 7, 2024
Submitted Public Comments

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 08
(Series 2024)**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A SUBSTANTIAL MODIFICATION OF THE GREEN HEART PLANNED DEVELOPMENT AND MINOR SUBDIVISION TO MODIFY THE REQUIREMENTS FOR INCLUSIONARY HOUSING FOR THE 1.23 ACRE SITE

WHEREAS, the City Council approved the Development Plan, Planned Development and Minor Subdivision for the Green Heart Planned Development on May 17, 2022 by Ordinance 2022-08; and

WHEREAS, Section Three of said Ordinance includes as a condition to the Planned Development and Minor Subdivision approvals the requirements that preference be given to local Chaffee County residents or workforce to purchase lots within the subdivision and that new residential units shall meet the Inclusionary Housing requirements of Chapter 16, Article XIII of the Salida Municipal Code; and

WHEREAS, Section 16-7-150 of the Salida Municipal Code (SMC) states the provisions of a PD Development Plan that are significant and involving policy questions or issues of overriding importance of the community may be amended by the City Council after a public hearing and subject to certain criteria; and

WHEREAS, the landowner, Green Heart LLC, as represented by Robin NeJame, has made an application to amend the conditions within the Planned Development in accordance with the SMC, to allow a cap on the maximum Inclusionary Housing Fees-in-Lieu required per lot for a time period of three years; and

WHEREAS, the City of Salida Planning Commission held a duly noticed public hearing on May 28, 2024 to review the proposed changes and made a recommendation that the City Council approve the proposed substantial modification of the Planned Development, with conditions, as it met the criteria stated in Section 16-7-150; and

WHEREAS, the proposal for the subject territory is consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section One

That the Green Heart Planned Development, Development Plan and Minor Subdivision as defined in Ordinance 2022-08 be amended by amending the conditions of Section Three of said ordinance as follows:

Conditions for the Planned Development:

1. Applicant agrees to give a preference to current Chaffee County residents or workforce for Lots 3 and 4 on the Property, to the extent permitted by law. Such marketing and vetting shall be the Applicant's responsibility, with guidance provided by City staff and the Chaffee Housing Authority. The applicant will need to demonstrate their good faith effort in finding local residents to purchase the property(ies).
2. Access to all of the lots must be off of the private road. No access will be allowed off of Seventh Street for any of the lots.

Conditions for the Minor Subdivision:

1. A name for the private road be added to the plat and "out-lot" removed.
2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants.
3. A plat note shall be added that states that "Fees-in-lieu for Open Space shall be paid at the time of building permit submittal of any residential units."
4. The following plat note must be added: ~~"New residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Chapter 16, Article XIII of the Salida Municipal Code. The applicants volunteer and agree to provide an in-lieu fee at the rate in effect prior to issuance of certificate of occupancy of any new residential dwelling units on any of the lots, unless an IH unit is provided".~~
~~of any new residential dwelling units on any of the lots, unless an IH unit is provided".~~
 1. Until August 30, 2027, THE OWNER SHALL BE PERMITTED TO PAY AN INCLUSIONARY HOUSING FEE-IN-LIEU FOR EACH PRINCIPAL RESIDENTIAL UNIT CONSTRUCTED EQUAL TO THE LESSOR OF: (1) \$10.87 PER HABITABLE SQUARE FEET; (2) \$15,748; OR (3) A LOWER AMOUNT ESTABLISHED BY A SUBSEQUENTLY ADOPTED FEE SCHEDULE; AND
 2. Until August 30, 2027, THE FEE-IN-LIEU AMOUNTS SHALL REMAIN AT THE ABOVE-STATED AMOUNTS. AFTER August 30, 2027, THE FEE-IN-LIEU SHALL BE THE AMOUNT THAT IS IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT FOR A PRINCIPAL RESIDENCE.
5. That the applicant meet all applicable requirements of Atmos Energy.

Section Two

The applicant shall cause the Minor Subdivision to be amended and re-recorded with the above change to the language.

Section Three

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Four

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

INTRODUCED ON FIRST READING on this 2nd day of July, 2024, **ADOPTED and ORDERED PUBLISHED IN FULL** in a newspaper of general circulation by the City Council on this 5th day of July, 2024, and set for second reading and public hearing on the 16th day of July, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 16th day of July, 2024.

City of Salida

[SEAL]

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 5th day of July, 2024, and BY TITLE ONLY, after final adoption on the 16th day of July, 2024.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 08
SERIES OF 2022**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO APPROVING THE GREEN HEART LLC MAJOR IMPACT REVIEW
FOR A PLANNED DEVELOPMENT OVERLAY AND MINOR SUBDIVISION OF THE
1.23 ACRE PARCEL LOCATED AT 535 WEST SEVENTH STREET**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request for a Planned Development Overlay and Minor Subdivision for the property located at 535 West Seventh Street on March 28, 2022 and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Green Heart Planned Development Plat (Exhibit A); and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Green Heart Minor Subdivision a four-lot subdivision within the planned development overlay, illustrated on Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for planned development districts; and

WHEREAS, the proposal for the subject property is consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on May 17, 2022.

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

Section One

That the entirety of the property comprising the Green Heart Planned Development, to wit, the 1.23 acres is hereby zoned Single-Family Residential (R-1) with a Planned Development Overlay as shown on the Green Heart LLC Planned Development plat and Minor Subdivision attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Green Heart LLC Planned Development Overlay shall be considered a site specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon this approval by the City Council, the applicant shall submit a final Mylar of Exhibit A and Exhibit B; and incorporating the following conditions of approval for the Mayor's signature and recordation.

Conditions for the Planned Development:

1. Applicant agrees to give a preference to current Chaffee County residents or workforce for Lots 3 and 4 on the Property, to the extent permitted by law. Such marketing and vetting shall be the Applicant's responsibility, with guidance provided by City staff and the Chaffee Housing Authority. The applicant will need to show a good faith effort to find local residents to purchase the property.
2. Access to all of the lots must be off of the private road. No access will be allowed off of Seventh Street for any of the lots.

Conditions for the Minor Subdivision:

1. A name for the private road be added to the plat and "out-lot" removed.
2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants
3. A plat note shall be added that states that "Fees-in-lieu for Open Space shall be paid at the time of building permit submittal of any residential units."
4. The following plat note must be added: "New residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Chapter 16, Article XIII of the Salida Municipal Code. The applicants volunteer and agree to provide an in-lieu fee at the rate in effect prior to issuance of certificate of occupancy of any new residential dwelling units on any of the lots, unless an IH unit is provided".
5. That the applicant meet the requirements of Atmos Energy.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

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

INTRODUCED ON FIRST READING, on May 3, 2022, ADOPTED and set for second reading and public hearing on the 17th day of May, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2022, and **BY TITLE ONLY**, after final adoption on the ____ day of _____, 2022.

City Clerk/Deputy City Clerk

EXHIBIT 2

As an introduction, Green Heart LLC, the applicant, consists of Andy Riemenschneider, Zack Zeiset, Annie Ruiter, and myself, Robin NeJame. We are a partnership of two families who joined forces to purchase the parcel of land at 535/541 7th Street. We are all long-time residents of Salida, each with over 20 years of residency. Zack even grew up here and attended the old LES just a half block away. With families of our own, we are excited to live on this property and grow old with our community.

We would like to formally request a renegotiation of our planned development and minor subdivision agreement. We feel the fees in lieu for Inclusionary Housing we are required to pay are excessive and not in line with what other developers have been asked to pay. These additional fees only hurt locals' ability to purchase local lots and are limiting the affordable housing opportunities in our subdivision.

Throughout the Planned Development process, simplicity had been our guiding principle. We never aspired to be developers of large condo complexes; rather, our aim has always been to foster a community of families and neighbors.

The Green Heart Planned Development doubled the number of lots compared to the Use by Right and provides access to 541 7th Street to allow for an Accessory Dwelling Unit (ADU). Including the lot at 541 7th Street, the number of additional units for these two lots can be 10 if you count the ADUs. All four new lots are accessed from Two Wheel Drive.

As per our original Planned Development we requested the following deviations from the Dimensional Standards:

- Lots 1 and 2: The minimum lot frontage to be measured from the new private road.
- Lots 3 and 4: The minimum lot frontage, lot area, lot coverage, landscape area, and setbacks to match R2. Because of the rear access across the lot, the rear setback will be 20'. Lot 2, the rear setback, was increased to 40' to allow Lot 1 to have a less obstructed view corridor.

Presently, Zack and I are building on Lot 2, while Annie and Andy are planning to build on Lot 1 soon. We recently sold Lot 3 to a couple from Chaffee County, affording their children the opportunity to walk to school and the park, starting in May. You heard from Bethany the other day. She and her partner are a family of four and make approximately \$50k per year. She works for an orthodontist and Dustin works from home. He has built their family home, working tirelessly. This family qualifies for affordable housing, but chose not to enter into the program. It made more sense for them to save, skipping birthdays and holidays, to own their house and not be limited by any deed restrictions. On our end, we waited over 440 days for a Bethany, Dustin and their family to purchase a lot. We have yet to sell Lot 3. We have been told time and time again that people have interest, but they are unable to pay the fee in lieu. Those that have shown serious interest include a non-certified school district employee, a teacher that wants to relocate here. Note, there are two positions open in the school district which she could potentially fill, two local kids who I used to teach along with their families, an emergency room doctor that considered relocating, and one of your employees, someone that works for the City of Salida.

We would like to formally request a renegotiation of our planned development and minor subdivision agreement. As we have learned very few people are willing to purchase a deed-restricted home, and with the cost of these deed-restricted units right now, it is sometimes a better investment for locals to go in a different direction.

The biggest hindrances to our situation are as follows:

1) We did not fully understand what the term negotiating meant. It wasn't until last month's meeting that we learned of the possibilities. We learned that each PD is unique, and we should have considered negotiating the Inclusionary Housing fees.

2) The banks will not loan given your terms. Assuming a lot price of \$250k, and building costs at \$375 per sq foot, a 1500 sq foot home costs \$812,500. This does not include the fee in lieu, permit fees, and tap fees. This person cannot see this potential residence at 120 percent AMI (or even 140 percent AMI). This would be a loss for anyone that did this, and the bank will not offer a loan. The math doesn't work.

We greatly care about affordable housing. For 20 years, Zack and I have had affordable housing units at 60% AMI. We just raised them to 80 % AMI with the latest property tax increase. We are now being asked to provide nearly \$40,000 in fees to build our home, our neighbors will be asked something similar. I will add that if the Chaffee Housing Authority tax initiative passes, we will not only be giving back to affordable housing through our rentals and through the fee in lieu, but also through every taxable dollar we spend in Chaffee County. It almost feels like being triple taxed. There are zero rewards to keep affordable rentals just that, and it is not something that I ever thought of considering until this fee in lieu and these tax measures kept coming up. But when those who are trying to be part of the solution, continue to be burdened, unintended consequences are inevitable. For example, I sold one of my affordable units. We have one less affordable rental in Salida because of that. We are in a financial pickle because of these unintended consequences and can no longer take on all these financial burdens.

After talking to Bill Almquist on April 19, 2024, he mentioned that he thought the fee in lieu cost could potentially be going down to \$13.76. He also let me know that there was talk of changing ordinances in the future, one of which might include lowering this fee for minor subdivisions based on how many lots are made. He said that this fee could go up based on how many lots are made, and since we created four lots, that possibly that \$13.76 could be cut by about twenty percent. His rationale for more lots costing more, I hear, but I don't necessarily agree with.

1) He claims that more lots could actually hurt the affordable housing issue because of formulas and averaging.

2) The city still has a policy that hurts locals from purchasing in Salida city limits. Tacking any more fees on to these lots does not help in any way put the working class in our community, especially since we have proven to the city that our intent is to get working class families on these lots with the sale of Lot four to the Dustin and Bethany. I also think that if you create more lots in city limits that penalizing these small developers is unfair. If we were trying to make this a business, it would be one thing, but we were actually just trying to create space for neighbors. Every time we sell a lot we

are also penalized with significant capital gains, even though we prove losses. Ask our accountant about this.

I was asked at the last P and Z meeting why we did not negotiate, and I felt like I was staring at everyone like a deer in the headlights. The concept was foreign to us. We would like to negotiate now:

Under the previous Inclusionary Housing Ordinance, the Cherry Grove subdivision had a fee in lieu of \$7.87 per sq. ft., this was for seven lots. It also reads that there is a max, not to exceed \$15,748 per unit. Furthermore, the fee at this time was \$16.51.

We are aware that the City needs funding for affordable housing, so our request is that we receive a cap equal to Cherry Grove's at \$15,748 per unit under the existing inclusionary housing fee of 80 percent of 13.56. Should this go down, this rate would also go down. And this would be for a three-year period at time that the new ordinance is effective to issuance of CO. Per current standards if an affordable unit is built the fee does not apply and all fees paid to date are returnable to payees if they are the current owner.

I am including \$4500 and would like to request one more thing...that you consider a reimbursement of this fee as we did not know when we first entered into an agreement with the City of Salida that "negotiating" was an option and that each project that came before you was "unique". Again, this could have been dealt with had we known that negotiating was an option

We encourage you to consider what we have contributed to housing in Salida and will continue to contribute through rentals and maybe even a potential sales tax increase. We honestly cannot contribute in three different ways, and it really does not feel equitable to be hit in three different ways.

In conclusion, we urge the City to reconsider the terms of the planned development and minor subdivision, recognizing the tangible benefits our project offers to the community. We are open to constructive dialogue and eager to find mutually beneficial solutions that address both the City's needs and our goals. Thank you!

Robin NeJame on behalf of Green Heart LLC

719-221-4726



Inclusionary Housing In-Lieu Fees:

Inclusionary housing requirements apply to Annexations, Planned Developments, Minor and Major Subdivisions, Condominium Plats, Duplex Conversion Subdivisions, and Multi-Family rental projects of five (5) or more units. The in-lieu fee option is only available for the fractional portion above the number of inclusionary housing units required to be built and deed-restricted in a development, and where the total number of proposed units or lots in a development is five (5) or fewer.

If an applicant opts to pay an in-lieu fee to satisfy the inclusionary housing requirement as permitted by Sec. 16-13-30 of the Salida Municipal Code, the fees shall be calculated as described here, and based upon the date of building permit application submittal.

- (a) The in-lieu fee for each for-sale unit within the applicable development shall be:

\$13.59 per square foot of the principal unit (excluding garages), which equates to the following amounts applicable to projects or to the fractional remainder based on unit/lot count:

5 new units/lots created, or remainder of 5 = .9 FIL/SF = \$12.23 / SF for each unit
 4 new units/lots created, or remainder of 4 = .8 FIL/SF = \$10.87 / SF for each unit
 3 new units/lots created, or remainder of 3 = .7 FIL/SF = \$9.51 / SF for each unit
 2 new units/lots created, or remainder of 2 = .6 FIL/SF = \$8.15 / SF for each unit
 1 new unit/lot created, or remainder of 1 = .5 FIL/SF = \$6.80 / SF for each unit

- (b) The in-lieu fee for each unit within a multi-family RENTAL project of five (5) or more units under single ownership and on the same lot (whether attached or not) shall be:

\$3.00 per square foot of the rental unit (excluding garages)*

*Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion, unless the requisite number of inclusionary housing units are then deed-restricted.

Updated 05/07/24

PLEASE READ OUT LOUD AND MAKE PART OF RECORD AT 5/28 HEARING

senate@brucecairns.org <senate@brucecairns.org>

Tue 5/28/2024 11:37 AM

To:Glen Van Nimwegen <glen.vannimwegen@cityofsalida.com>;Robin.NeJame@highcountrybank.net
<Robin.NeJame@highcountrybank.net>

[You don't often get email from senate@brucecairns.org. Learn why this is important at
<https://aka.ms/LearnAboutSenderIdentification>]

Dear Sir and Planning Commission Members:

RE: Your notice of Public Hearing...

Three page letter by Robin NeJame.

After reading please distribute to ...Planning... Members.

I agree with Robin's letter. We appreciate that they chose to build housing commensurate with the neighborhood. Please waive fees so that they can sell the last lot to someone who can build a reasonable price home; yet, that a worker in our community can afford it and that they have no fees to pass on or that the new owner would have to pay.

If the previous ownership had existed on that property you would have likely condemned it and it still would not be cleaned up. They have done a marvelous job.

Commentary: If Salida wants more affordable housing - housing can not be taxed multiple ways. Like- property tax, sales tax increases, excessive tap fees for small development, rental taxes and Regs, Housing authority increases, etc, etc.

Please grant them full concessions so more affordable homes can be built in Salida.

Thanks, Neighbor, Bruce Cairns
540 W. 7th St. Unit 4.
720 936 5344

PS. Green Heart LLC did not ask me to write this, I volunteered for what they have done to improve the neighborhood and the City!!



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Police	Russ Johnson - Police Chief	July 16, 2024

AGENDA ITEM

Ordinance 2024-09: An ordinance for the City of Salida adding a Social Host Ordinance to the Municipal Code. Second Reading and Public Hearing.

BACKGROUND

A local initiative was created several years ago to address teen drinking in Chaffee County. Data collected from the "Healthy Kids Survey" showed an above average use of alcohol by teens in our area. This survey also showed that teens in Chaffee County start drinking at an earlier age than the state average.

Over the past few years, Family Youth Initiative (FYI) worked on marketing and education campaigns against teen alcohol use. There has also been a committee working on adding a new ordinance to help curb underage parties at residences in our community. The police can currently charge a felony for people providing alcohol to a minor. However, it is not utilized very often and is a very lengthy process.

The working group which included Salida PD personnel, created a new local ordinance that allows police to issue a summons to a homeowner, tenant, lessee, or person organizing an underage party at their house. Under this ordinance, the person that knowingly allows this to happen will be cited into Municipal Court. If found guilty, the court will issue a fine, educational material, and require a person to attend a class. The courts will issue a tiered approach for subsequent violations.

The hope is to give the police a lesser charge to utilize in these situations and educate violators about the dangers of teen alcohol use. The County Commissioners and Buena Vista Trustees will also be asked to adopt similar ordinances to keep consistency throughout Chaffee County.

FISCAL NOTE

There is no fiscal impact at this time.

RECOMMENDATION

Staff and FYI recommend adopting Social Host Ordinance 2024-09 into the Municipal Code.

MOTION

A City Councilmember should state "I move to _____ Ordinance 2024-09 on second reading", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 09
(Series of 2024)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
 AMENDING THE CITY CODE TO ADD SECTION 10-7-90 ENTITLED KNOWINGLY
 ALLOWING UNDERAGE PERSONS TO POSSESS OR CONSUME ETHYL ALCOHOL
 AND/OR MARIJUANA ON PRIVATE PROPERTY TO THE SALIDA MUNICIPAL
 CODE**

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

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

WHEREAS, the consumption of alcoholic beverages and marijuana by persons under the age of twenty-one (21) is known to be harmful to their health and development; and

WHEREAS, gatherings of person under the age of twenty-one (21) in which alcoholic beverages and/or marijuana are consumed are known to correlate with an increase of hospitalizations, emergency service responses, and illegal behaviors such as impaired driving, assault, and violence; and

WHEREAS, previous gatherings of underage persons in the City have been facilitated by adults who have provided private property of which to host the gatherings, and also the alcoholic beverages or marijuana which was consumed by the underage persons present, either directly or through lack of reasonable precaution; and

WHEREAS, therefore, the City prohibits any responsible person from knowingly allowing or permitting any person under twenty-one (21) years of age, except for those exempt under C.R.S. § 18-13-122, to possess or consume an alcoholic beverage or marijuana at a residence or other private property under their control.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ORDAINS:

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

Section 2. Code Section 10-7-90. Knowingly allowing underage persons to possess or consume ethyl alcohol and/or marijuana on private property is hereby added to read as follows:

Sec. 10-7-90. – Knowingly allowing underage persons to possess or consume ethyl alcohol and/or marijuana on private property.

(a) Definitions

(1) “Responsible Person” means a person with control of the residence or other private property where underage consumption occurs, which may include but is not limited to:

- a) an owner of the residence or other private property;
- b) a tenant, lessee, or short-term renter of the residence or other private property;
- c) the person(s) in charge of the residence or other private property;
- d) the person(s) who organizes, supervises, conducts, or controls the gathering or any other person(s) accepting responsibility for the gathering.

(b) Violations

(1) It is a violation of this ordinance for any responsible person to knowingly allow or permit any person under twenty-one (21) years of age, except those exempt under C.R.S. § 18-13-122, to possess or consume an alcoholic beverage or marijuana at a residence or other private property under their control.

(c) Penalties

(1) A first violation of this section shall be punishable by a fine of up to \$250. A copy of the “Social Host Ordinance Pamphlet” shall be provided by the City to the responsible person, with details about consequences for further violations.

(2) A second violation of this section by the same responsible person within a three-year period shall be punishable by a fine of \$1,000 and 20 hours of community service. The fine and community service will be imposed but suspended upon voluntary completion by the responsible person of an educational course on youth substance use, which will be provided by the Chaffee County Department of Human Services or another suitable organization as designated by the Chaffee County Department of Human Services. If the course is not completed within one year from the date of the second violation the fine and community service will be imposed.

(3) A third or subsequent violation of this section by the same responsible person within a three-year period shall be punishable by a fine of no less than \$2,650 and no less than 40 hours or community service.

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.

INTRODUCED ON FIRST READING on this 2nd day of July, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 5th day of July, 2024, and set for second reading and public hearing on the 16th day of July, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 16th day of July, 2024.

City of Salida

[SEAL]

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 5th day of July, 2024, and BY TITLE ONLY, after final adoption on the 16th day of July, 2024.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	July 16, 2024

AGENDA ITEM

Second reading of ordinance 2024-10 authorizing the execution and delivery of a site lease, a lease purchase agreement, and related documents in connection with the acquisition of certain property for City purposes; approving the forms of such documents; and providing for other matters related thereto.

BACKGROUND

At the regular meeting of June 4, 2024; Council approved a contract to buy real estate located at 325 W. Hwy 50 in Salida with the expectation of utilizing a direct placement lease purchase agreement to finance the cost of the purchase. This ordinance outlines the parameters of this financing mechanism and provides the necessary authorizations to staff to carry out activities necessary to accomplish this transaction.

FISCAL NOTE

Section 3 of the ordinance constitutes maximum thresholds for the purposes of establishing parameters and delegating authority to award the site lease lender. Staff will be authorized to enter into a lease within these parameter but have no authority to do so outside of those parameters. It is anticipated that the maximum principal amount payable by the city under the Lease shall not exceed \$1,400,000 and that the tax-exempt interest rate shall not exceed 5.0% and the taxable interest rate shall not exceed 6.65%. The maximum total amount of the rent payable by the City under the Lease shall not exceed \$2,267,197.

The lender has been selected (Collegiate Peaks Bank) in a competitive process by issuing a Request for Information (RFI) The amounts stated in the above paragraph are “high” estimates to allow for some flexibility in pricing, but these are amounts that cannot be exceeded without additional council action.

RECOMMENDATION

Staff recommends approval of Ordinance 2024-10.

MOTION

A City Councilmember should state “I move to _____ Ordinance 2024-10 on second reading”, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 10
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE
PURCHASE AGREEMENT, AND RELATED DOCUMENTS IN CONNECTION WITH
THE ACQUISITION OF CERTAIN PROPERTY FOR CITY PURPOSES; APPROVING
THE FORMS OF SUCH DOCUMENTS; AND PROVIDING FOR OTHER MATTERS
RELATING THERETO**

WHEREAS, the City of Salida (the “City”), in the County of Chaffee and State of Colorado, is a political subdivision of the State of Colorado (the “State”), duly organized and existing as a statutory city under the laws of the State; and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected and qualified; and

WHEREAS, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes (“C.R.S.”), to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, the City is authorized by Section 31-15-713(1)(c), C.R.S., to lease any real estate, together with any facilities thereon, owned by the City when deemed by the governing body to be in the best interest of the City; and

WHEREAS, the City is authorized by Section 31-15-801, C.R.S., to enter into rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, for the functions or operations of the City, it is necessary that the City finance the acquisition of property and the building located thereon for a police facility extension for use in the City’s governmental operations (the “Project”); and

WHEREAS, the City Council has determined, and now hereby determines, that it is in the best interests of the City and its residents and taxpayers that the City lease certain property of the City (the “Leased Property”) to a lender hereafter named (the “Lender”) pursuant to the terms of a Site Lease Agreement (the “Site Lease”), and lease that same property back from the Lender pursuant to the terms of a Lease Purchase Agreement (the “Lease”), and utilize the proceeds of such Site Lease to finance the Project; and

WHEREAS, the City owns, in fee title, the Leased Property; and

WHEREAS, the Lender shall be (a) an “accredited investor,” as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an “Institutional Accredited Investor”) or (b) a “qualified institutional buyer,” as defined

in Rule 144A promulgated under the Securities Act of 1933, as amended (a “Qualified Institutional Buyer”); and

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain rental payments (“Rent” as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, pursuant to the terms of the Lease, the Lender will advance funds for the Project to the City; and

WHEREAS, the City’s obligation under the Lease to pay Rent shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, there has been presented to the City Council and is on file at the City offices a form of Site Lease and a proposed form of Lease; and

WHEREAS, a copy of the Site Lease and Lease, in substantially the forms to be executed by the Town and the Lender, are on file with the Town; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease and the Site Lease; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the “Supplemental Act”), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to the Lease and the financing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ORDAINS:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken not inconsistent with the provisions of this Ordinance by the City Council, or the officers or agents of the City Council or the City, relating to the Site Lease, the Lease, or to the acquisition, installation or financing of the Project, is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interest. The City Council hereby finds and determines, pursuant to the Supplemental Act, Constitution and laws of the State, that the acquisition of the Project and the financing of the costs thereof pursuant to the terms set forth in the Lease is necessary, convenient, and in furtherance of the purposes of the City and is in the best interests of the City and its citizens and inhabitants, and the City Council hereby authorizes and approves the same.

Section 3. Supplemental Act; Parameters. The City Council hereby elects to apply all of the provisions of the Supplemental Act to the Lease and in connection therewith delegates to the Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act in relation to the Lease, including without limitation the date of the Lease, the rental amount to be paid by the City pursuant to the Lease and the term of the Lease, subject to the following parameters and restrictions:

- (a) the Lease Term shall not extend beyond December 31, 2039;
- (b) the Site Lease term shall not extend beyond December 31, 2049;
- (c) the principal amount Rent payable by the City under the Lease shall not exceed \$1,400,000;
- (d) the tax-exempt interest rate shall not exceed 5.00%, and the taxable interest rate shall not exceed 6.65%;
- (e) the maximum total amount of the Rent payable by the City under the Lease shall not exceed \$2,267,197; and
- (f) the Lease shall be subject to prepayment at the option of the City as specified in the Lease.

Section 4. Approval of Documents. The Site Lease and the Lease, in substantially the forms presented to this meeting of the City Council, with such changes as approved by the City Administrator and Finance Director, is in all respects approved, authorized and confirmed, and the Mayor and City Clerk are hereby authorized and directed, for and on behalf of the City, to execute and deliver the Site Lease, the Lease and related documents (collectively, the “Financing Documents”) in substantially the forms on file with the City, with such changes thereto as are not inconsistent with the provisions of this Ordinance. The approval hereby given to the Financing Documents includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the Financing Documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 5. Authorization to Execute Collateral Documents and to Perform Additional Acts. The Mayor, the City Administrator, the Finance Director, the City Clerk, and other appropriate officials or agents of the City Council or the City, are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they may deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this Ordinance. The execution of any instrument by the aforementioned officers or members of the City Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

Section 6. No General Obligation Debt. No provision of this Ordinance or the Financing Documents shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year direct or indirect City debt or other financial obligation whatsoever of the City within the meaning of any home rule charter, constitutional or statutory provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Lease except in connection with the payment of the Rent (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Site Lease or the Lease shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year, or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. No provision of the Financing Documents shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. None of the Financing Documents shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 7. Reasonableness of Rentals. The City Council hereby determines and declares that the Rent, as provided in the Lease and as subject to the parameters set forth in Section 3 hereof, does not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to prepay the Lease. The City Council hereby determines and declares that the period during which the City has an option to prepay the Lease (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property.

Section 8. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Rent. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise.

Section 9. Severability. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 10. Repealer. All bylaws, orders, and Ordinances of the City, or parts thereof, inconsistent with this Ordinance or with any of the Financing Documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, or Ordinance of the City, or part thereof, heretofore repealed.

Section 11. Electronic Signatures; Electronic Transactions. In the event the Mayor, City Clerk, City Administrator, Finance Director or other employee or official of the City that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute the Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other productions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Effective Date and Disposition. This Ordinance shall be in full force and effect 30 days following publication after adoption on second and final reading.

INTRODUCED ON FIRST READING on this 2nd day of July, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 5th day of July, 2024, and set for second reading and public hearing on the 16th day of July, 2024.

INTRODUCED, ON SECOND READING FINALLY ADOPTED AND ORDERED PUBLISHED BY TITLE ONLY by the City Council this ____ day of _____, 2024.

City of Salida

[SEAL]

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 5th day of July, 2024, and BY TITLE ONLY, after final adoption on the 16th day of July, 2024.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	July 16, 2024

AGENDA ITEM

Ordinance 2024-11, An Ordinance of the City Council for the City of Salida, Colorado, Approving A Lease of Real Property Located at 348 H Street From the City of Salida to Hylton Lumber LLC, Second Reading and Public Hearing.

BACKGROUND

In July 2003, the City of Salida entered into a 20-year lease with Hylton Lumber Company for .96 acre of property between 3rd and 5th Streets. The term of the lease was \$200 per month. Staff have been meeting with the owners of Hylton Lumber to renegotiate the lease. The new lease is proposed to have an incremental payment increase each year for the next 5 years.

RECOMMENDATION

After working with the owners of Hylton Lumber, and receiving their approval of the attached, staff is recommending Council approve Ordinance 2024-11 and the associated lease.

FISCAL IMPACT

The fiscal impact of this Ordinance is a continuation of the \$200 per month payment through the end of 2024 and an incremental annual increase over the next 5 years, as noted in the attached lease agreement.

MOTION

A City Councilmember should state "I move to _____ Ordinance 2024-11, An Ordinance of the City Council for the City of Salida, Colorado, Approving A Lease of Real Property Located at 348 H Street From the City of Salida to Hylton Lumber LLC, on Second Reading", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 11
(Series of 2024)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO APPROVING A LEASE OF REAL PROPERTY LOCATED AT 348 H
 STREET FROM THE CITY OF SALIDA TO HYLTON LUMBER LLC**

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, the City owns certain real property within the City that consists of approximately 41,756.30 square feet and/or .96 acres and that is commonly known as 348 H Street, Salida, Colorado 81202 (the “Property”);

WHEREAS, the City is authorized by C.R.S. § 31-15-713(1)(c) to lease any real estate, together with any facilities thereon, that are owned by the City when deemed by the governing body to be in the best interest of the City;

WHEREAS, C.R.S. § 31-15-713(1)(c) requires any lease of City property for a period of more than one year to be approved by ordinance; and

WHEREAS, the City Council finds that it is presently in the best interest of the City to lease the Property to Hylton Lumber LLC in accordance with the terms and conditions set forth in the Lease, attached hereto as **Exhibit A**.

**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. *Lease Approved.* Pursuant to C.R.S. § 31-15-713, the City Council hereby accepts and approves the Lease for the Property between the City and Hylton Lumber LLC, attached hereto as **Exhibit A**.

Section 3. *Execution of Lease.* The City Council authorizes the Mayor and/or City Administrator on behalf of the City to execute the Lease, attached hereto as **Exhibit A**.

Section 4. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this 2nd day of July, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 5th day of July, 2024, and set for second reading and public hearing on the 16th day of July, 2024.

**INTRODUCED, ON SECOND READING FINALLY ADOPTED AND ORDERED
PUBLISHED BY TITLE ONLY** by the City Council this ____ day of _____, 2024.

City of Salida

[SEAL]

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Lease between the City of Salida and Hylton Lumber LLC
for the Premises located at 348 H Street, Salida, Colorado 81201

See Attached

LEASE

THIS LEASE (the “Lease”) is entered into by and between the City of Salida, a Colorado statutory city (the “Landlord”), on the one hand, and Hylton Lumber LLC, a Colorado limited liability company (the “Tenant”), on the other hand.

In consideration of the payment of the Rent and the performance of the covenants and agreements by the Tenant set forth in this Lease, the Landlord does hereby lease to Tenant the following described property (the “Premises”) in Chaffee County, Colorado consisting of approximately 41,756.30 square feet and/or .96 acres:

See the Attached Exhibit A

The Premises are commonly known as 348 H Street, Salida, Colorado 81201.

TO HAVE AND TO HOLD the same with all the appurtenances thereto pursuant to the following terms and conditions:

1. Term. The term of this Lease shall begin on July 1, 2024 (the “Lease Commencement Date”) and shall end at midnight on December 31, 2029 (the “Lease Expiration Date”); provided, however, and subject to the other terms and conditions set forth in this Lease, either Landlord or Tenant may terminate the Lease upon three hundred sixty five (365) days prior written notice to the other party.

2. Rent. During the term of the Lease, Rent shall be payable in monthly amounts as follows:

July 1, 2024 to December 31, 2024	\$200.00 per month
January 1, 2025 to December 31, 2025	\$600.00 per month
January 1, 2026 to December 31, 2026	\$1,000.00 per month
January 1, 2027 to December 31, 2027	\$1,400.00 per month
January 1, 2028 to December 31, 2028	\$1,800.00 per month
January 1, 2029 to December 31, 2029	\$2,200.00 per month

Rent is due in advance on the 1st day of each calendar month during the term of this Lease, commencing on the Lease Commencement Date and continuing each subsequent month thereafter. Notwithstanding the foregoing, if the Lease Commencement Date falls on a day of the month other than the first day of such month, then the Rent for such fractional month shall be a proportionate amount of a full calendar month’s rental based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. Rent shall be paid without any reduction, abatement,

counterclaim, or setoff to Landlord, at the following address (or at such other place as the Landlord may designate in writing from time to time), 448 E. First Street, Suite 112, Salida, Colorado 81201, Attention: Finance Office, without further notice.

3. Landlord and Tenant, in consideration of the leasing of the Premises, agree as follows:

a. Tenant agrees to pay the Rent for the Premises on a timely basis.

b. Tenant agrees to pay those items listed below, without further notice from Landlord:

i. Tenant shall pay the real property taxes together with all other taxes, assessments, and other governmental charges which are levied against and may create a statutory lien upon the Premises during the term of this Lease on a timely basis;

ii. during the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of Landlord and Tenant, shall carry and maintain the following types of insurance in the amounts specified: Tenant shall at all times keep in force (1) a comprehensive general liability insurance policy providing protection of at least One Million Dollars and 00/100 (\$1,000,000.00) per occurrence and Two Million Dollars and 00/00 (\$2,000,000.00) annual aggregate, which provides coverage against claims and liability for personal injury, bodily injury, property damage, and death; (2) automobile liability insurance in the amount of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence covering all owned, non-owned and hired vehicles; and (3) workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of Colorado. Landlord shall be named as an additional insured on both the comprehensive general liability and automobile liability insurance policies and protected under the terms and conditions of the foregoing policies as the lessor of the Premises. The foregoing insurance policies shall be written with an insurance company licensed to do business within the State of Colorado and approved by Landlord (which approval shall not be unreasonably withheld). Tenant shall provide Landlord with the original insurance policies or a certificate of insurance (with proof of payment thereon), which shall provide that the insuring company shall give notice in writing to Landlord at least thirty (30) days (ten (10) days for non-payment of premium) prior to cancellation, termination or, in the event of a material change in such insurance, for any reason whatsoever. In addition, Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant. The parties agree that all of the foregoing insurance policies shall include a clause or endorsement which shall waive the right of subrogation on the part of the insurance carrier against the Landlord;

iii. all costs and expenses of repairing and maintaining the Premises and all of its components (including, without limitation, any sidewalks and sewer lines); and

iv. all utility charges directly to the utility provider, including, without limitation, electricity, water, gas, and any other utilities furnished to the Premises.

c. Tenant agrees to keep the improvements upon the Premises, including sewer connections, plumbing, wiring and glass in good repair all at Tenant's expense. At the expiration or earlier termination of this Lease the Tenant agrees to surrender the Premises in as good a condition as when Tenant entered the Premises, ordinary wear and tear excepted. Tenant agrees to keep all sidewalks on and around the Premises free and clear of ice and snow, and to keep the Premises free from all litter, dirt, debris and obstructions. Tenant agrees to keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated. In furtherance of the foregoing obligations, Tenant agrees that it will not store any materials within twenty (20) feet of the waterway adjacent to the Premises.

d. Tenant agrees to use the Premises solely for the storage and sale of lumber and related materials. Tenant may not use the Premises for any other business or purpose whatsoever. Notwithstanding the foregoing, Tenant shall not use the Premises for any purposes prohibited by the laws of the United States or the State of Colorado nor shall Tenant use the Premises for any improper or questionable purposes whatsoever, and will neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.

e. Tenant agrees to neither hold nor attempt to hold Landlord liable for any injury or damage, either proximate or remote occurring through or caused by repairs, alterations, injury or accident to or about the Premises nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon the Premises, whether breakage or stoppage results from freezing or otherwise. Tenant agrees that the Premises will not be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor to make any alterations in or changes in, upon, or about the Premises without first obtaining the written consent of Landlord. In connection with the foregoing prohibition, Tenant acknowledges that the real property it owns that is adjacent to the Premises contains a building that is encroaching on the Premises. Consequently, Tenant agrees that any changes, alterations, or additions to the subject building require the Landlord's written approval prior to being made, and should such encroachment interfere with the Landlord's right to later develop or use the Premises Tenant agrees to remedy such encroachment.

f. Tenant agrees to allow the Landlord to enter upon the Premises during the Tenant's normal business hours.

g. Tenant's failure to comply with any of the requirements, restrictions, prohibitions, or obligations contained in this Section 3 shall be deemed a default under this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE LANDLORD AND TENANT AS FOLLOWS:

4. Possession. Tenant is already in possession of the Premises and accepts the Premises "AS IS". Tenant acknowledges that neither Landlord nor its agents have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents agreed to undertake any alterations or to construct any tenant improvements to the Premises.

5. No assent, express or implied, to any breach of any one or more of the provisions hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant, or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account.

6. Maintenance. It is acknowledged and agreed that Landlord shall not have any maintenance obligations with respect to the Premises. Instead, any such maintenance obligations shall be the sole responsibility of the Tenant and completed at Tenant's sole cost and expense.

7. Holding Over. If, after the Lease Expiration Date, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such continuing tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to one hundred fifty percent (150%) of the last month's Rent paid under this Lease, and subject to all of the other terms, covenants and conditions hereof.

8. Default or Breach. In the event of an occurrence of default as set forth in this Lease, other than a default concerning the payment of Rent, or a material breach hereunder, other than a material breach concerning the payment of Rent, and Tenant does not cure such default within twenty (20) days after receiving written notice thereof, or, if such default cannot be cured completely within the twenty (20) day period, if Tenant does not promptly commence within such period and thereafter proceed with due diligence to cure the same, then the parties acknowledge and agree that Landlord shall have the rights described below. The parties acknowledge and agree that Tenant shall have a three (3) day grace period, after Rent is due under the Lease, with regard to the payment of Rent hereunder. If Rent is not paid prior to expiration of the three (3) day grace period then the parties acknowledge and agree that Landlord shall have the rights described below.

Landlord shall have the right to:

a. Sue Monthly for Rent. Without resuming possession of the Premises or terminating this Lease to sue monthly for and recover all Rents due under this Lease as well as any late charges and other sums including legal fees; or

b. Terminate Lease. To give Tenant written notice of Landlord's intention to terminate this Lease on the date such notice is given or on any later date specified therein, whereupon, on the date specified in such notice, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated; provided however, all of Tenant's obligations, including but not limited to, the payment of Rent and other obligations reserved in this Lease for the balance of the term hereof, shall immediately be accelerated and due and payable; or

c. Repossess Premises. Without terminating this Lease, re-enter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former estate or expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly, if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies for Rent delinquencies or preceding Lease defaults, in which event Landlord may from time to time without terminating this Lease relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may, in its sole discretion, deem advisable, with the right to make alterations and repairs to the Premises, and neither the serving of a demand for possession nor the re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant. In the event of Landlord's election to proceed under this subsection, then such repossession shall not relieve Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession, and Tenant shall pay to Landlord as current damages, the basic rental sums which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of reletting the Premises after deducting all of Landlord's expenses in connection therewith, including but without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation of such reletting. Tenant shall pay such current damages to Landlord on the days on which the basic Rent would have been payable hereunder and as if possession had not been retaken, and Landlord shall be entitled to receive the same from Tenant on each such day.

d. Timing of Suit. Suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord, from time to time, at Landlord's election and nothing herein shall be deemed to require Landlord to await the date whereon this Lease would have expired had there been no such default or material breach or no such termination, as the case may be.

9. No Waiver. The failure of Landlord to declare any default upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but instead Landlord shall have the right to declare any such default at any time thereafter.

10. Improvements and Alterations. Tenant shall have the right, at its sole cost and expense, to make changes or alterations to the Premises; provided, however, that in all cases any

such changes or alterations shall be made subject to the following conditions, which Tenant agrees to observe and perform:

a. Tenant shall make no alterations in or additions to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld; and Tenant shall notify Landlord at least thirty (30) days in advance of any alterations in or additions to the Premises which Tenant proposes to make. Tenant shall post notice pursuant to the Colorado Mechanics Lien Act so that any lien recorded against the Premises does not attach to Landlord's interest.

b. If Landlord permits persons requested by Tenant to perform any alterations, modifications or additions to the Premises, then prior to the commencement of any such work, Tenant shall deliver to Landlord certificates issued by insurance companies qualified to do business in Colorado evidencing that workers' compensation insurance, general liability insurance and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord, are in force and maintained by all such contractors and subcontractors engaged by Tenant to perform such work. All such policies shall name Landlord as an additional insured and shall provide that the same may not be canceled or modified without thirty (30) days (ten (10) days for non-payment of premium) prior written notice to Landlord.

c. All such alterations, additions or improvements shall be made at Tenant's sole cost and expense and, except as otherwise provided herein, shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the term hereof. Landlord and Tenant agree to walk through the Premises on a date which is not more than sixty (60) days prior to the end of the term, to examine the improvements and alterations made by Tenant in the Premises. Landlord may within ten (10) days after such examination of the Premises by written notice to Tenant require Tenant to remove all or any part of the improvements or alterations installed by Tenant and to repair any damage to the Premises resulting from such removal. Tenant shall construct such improvements or alterations in conformance with any and all applicable rules and regulations of any federal, state, or municipal code or ordinance. At least ten (10) days before the commencement of any such work, Tenant agrees to provide Landlord with lien waivers from all persons performing such work and materialmen providing materials used in connection therewith, which waivers may be conditioned upon payment.

d. Tenant shall, at Tenant's sole cost and expense, be responsible for any alterations, modifications or improvements to the Premises, and the acquisition of any auxiliary aids, required under Title III of the Americans With Disabilities Act ("ADA"), including all alterations, modifications, or improvements required: (i) as a result of Tenant being a "Public Accommodation" (as defined in the ADA); (ii) as a result of the Premises being a "Commercial Facility" (as defined in the ADA); (iii) as a result of any leasehold improvements made to the Premises by, or on behalf of, Tenant (whether or not Landlord's consent to such leasehold improvements was obtained); or (iv) as a result of the employment by Tenant of any individual with a disability.

11. Liens. Should any mechanics' or other liens be filed against the Premises by reason of Tenant's acts or omissions or because of a claim against Tenant or its subcontractors, Tenant shall cause the same to be canceled or discharged of record, or shall file a bond sufficient to discharge such lien. In the event any lien shall be filed for labor performed or materials supplied, Tenant shall cause such lien to be released within twenty (20) days. Failure to do so will be considered a material breach of this Lease.

12. Assignment and Sublease. Tenant agrees not to assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor mortgage nor encumber this Lease or any part of the Premises, nor enter into licenses or concession agreements or in any other manner permit the occupation of or sharing of possession of any part of the Premises, or any assignment of this Lease or any estate or interest therein (all of the foregoing being hereafter referred to as an "Assignment") without the prior written consent of Landlord. Any Assignment by operation of law, or if Tenant is a corporation or other entity, the transfer, assignment or hypothecation of any stock or interest therein in excess of 50%, shall be deemed an Assignment. An Assignment consummated in violation of the provisions of this Section 12 shall be a material breach of this Lease, null and void, and of no force or effect. If Tenant shall enter into any approved sublease hereunder, Tenant shall pay to Landlord the Sublease Premium. The "Sublease Premium" shall mean in the event of a subletting, one-half (1/2) of all rent, additional rent or other consideration payable by such subtenant to Tenant or on behalf of Tenant in connection with the subletting. In determining whether to grant consent, Landlord may consider, without limitation, (a) whether the Assignment is consistent with Tenant's permitted use under this Lease and (b) whether the Assignment is to an assignee who, in Landlord's opinion, lacks adequate reputation, successful business experience in Tenant's type of business and/or means and/or financial capacity to conduct such a business. Consent by Landlord to one or more Assignments shall not constitute a waiver or consent to any subsequent Assignment; nor shall acceptance of any Rent or any other payment from any assignee be deemed a waiver or consent by Landlord or an acceptance of such Assignment. The consent of Landlord to any Assignment shall not relieve Tenant from continuing liability under this Lease, including liability for Rent, for which Tenant shall remain obligated. Tenant shall pay all reasonable costs and attorneys' fees incurred by Landlord in connection with any requested Assignment, regardless of whether such Assignment is consummated.

13. Transfers by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Premises referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

14. Abandonment. Tenant's abandonment of the Premises shall be deemed a default under this Lease. Abandonment of the Premises is deemed to have occurred if Tenant has abandoned or permanently vacated the Premises for a period of ten (10) consecutive days.

15. Signs. Tenant shall not erect any sign visible from the exterior of the Premises without first obtaining the written consent of Landlord. Tenant shall be responsible, at its sole

cost and expense, for obtaining all necessary approvals and permits for the installation of such signage and shall pay all costs relating to such installation, maintenance and removal of such signage and any damage that may occur to the Premises as a result of such installation, maintenance and removal. Tenant shall make all repairs to any such signage within ten (10) days after written notice from Landlord. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord, such as loud speakers, phonographs, or radio broadcasts in a manner to be heard outside the Premises.

16. Subordination. This Lease and the rights of Tenant hereunder shall be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon, affecting or encumbering the Premises, or any part thereof or interest therein, and to any and all advances made thereunder, interest thereon or costs incurred and any modifications, renewals, supplements, consolidations and replacements thereof; provided, however, that as a condition to any such subordination, the holder of or beneficiary under any such encumbrance shall agree that Tenant shall not be disturbed in its possession (provided Tenant is not in breach or default under this Lease) nor shall its obligations be enlarged or its rights abridged hereunder by reason of any such mortgage or deed of trust. Without the consent of Tenant, the holder of any such mortgage or deed of trust or the beneficiary thereunder shall have the right to elect to be subject and subordinate to this Lease, such subordination to be effective upon such terms and conditions as such holder or beneficiary may direct which are not inconsistent with the provisions hereof. Notwithstanding any foreclosure or sale under any such mortgage or deed of trust (or deed in lieu thereof) this Lease shall remain in full force and effect, but Tenant shall attorn to the purchaser at any such sale or foreclosure or the grantee of any such deed.

17. Estoppel Certificate. Within ten (10) days after Landlord's request, Tenant shall execute estoppel certificates addressed to (i) any mortgagee or prospective mortgagee of Landlord or (ii) any purchaser or prospective purchaser of all or any portion of, or interest in, the Premises, on a form specified by Landlord, certifying as to such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee(s) or purchaser(s) may reasonably require; provided, however, that in no event shall any such estoppel certificate require an amendment of the provisions hereof or otherwise affect or abridge Tenant's rights hereunder.

18. Attorneys Fees. In the event any dispute arises in connection with this Lease, the prevailing party in such dispute shall be entitled to receive its reasonable attorneys' fees and costs from the other party.

19. Late Charges and Interest. In the event any payment required hereunder is not made within three (3) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant. In addition, should any payment required hereunder remain unpaid for a period of thirty (30) days after it was due then the parties agree that such amounts shall accrue interest at the rate of eighteen percent (18%) per annum.

20. Condemnation.

a. Complete Taking. If, during the term of this Lease, the whole or substantially all of the Premises shall be taken as a result of the exercise of power of

eminent domain or transferred under threat of condemnation, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding or transfer. For purposes of this Section 20(a), “substantially all of the Premises” shall be deemed to have been taken if a taking under any such proceeding shall involve such an area that Tenant cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding.

b. Partial Taking. If, during the term of this Lease, less than substantially all of the Premises shall be taken in any such proceeding, this Lease shall not terminate. Instead, the Rent thereafter due and payable by Tenant shall be reduced in such proportion as the nature, value and extent of the part so taken bears to the whole of the Premises.

c. Award. Any award granted for either partial or complete taking of the real property and improvements shall be the sole property of Landlord. Tenant shall be entitled to negotiate with the taking party for compensation due to loss of business or other losses associated with the taking, and retain any such award, provided it does not reduce the Landlord’s award. Notwithstanding the foregoing, Tenant shall have no claim against Landlord for any loss or damage resulting from such taking.

21. Destruction of Premises. In the event of a partial or total destruction of the Premises, including improvements thereto, during the term hereof, from any cause covered by insurance, Landlord shall be entitled to all insurance proceeds resulting from such partial or total destruction (except business interruption insurance proceeds) and Landlord shall repair and/or rebuild all of the improvements, to the same or better level of size and quality as was present at the time of destruction; provided, however, Landlord shall not be required to expend monies in excess of the insurance proceeds received. The rebuilding/repair process shall commence and be completed within a reasonable time.

22. Laws and Regulations.

a. General. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the date of execution of this Lease, with the requirements of any board of fire underwriters or other similar body constituted now or after that date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises.

b. Hazardous Materials.

i. For purposes of this Lease, “Hazardous Materials” means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as “hazardous substances” in the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended, 42 U.S.C. §9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

ii. Tenant will not cause, permit or allow the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises. Tenant will not cause, permit or allow the Premises to be used or operated in a manner that may cause the Premises to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

iii. Tenant will be responsible for and will defend, indemnify and hold Landlord, its agents, and each of their respective successors and assigns harmless from and against all claims, costs, and liabilities, including attorneys' fees, arising out of or in connection with Tenant's breach of this Section 22. Tenant will be responsible for and will defend, indemnify, and hold Landlord, its agents, and each of their respective successors and assigns harmless from and against any and all claims, costs, and liabilities, including attorneys' fees, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in, on, or about the area, to their condition existing prior to the introduction of Hazardous Materials. Tenant's obligations under this Section 22 will survive the expiration or other termination of this Lease.

c. Certain Insurance Risks. Tenant will not do, permit or allow to be done any act or thing upon the Premises which would (i) jeopardize or be in conflict with insurance policies covering the Premises or (ii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

23. Indemnification. Tenant shall indemnify, defend and hold Landlord, its agents, and each of their respective successors and assigns harmless from and against all claims, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs), penalties and charges arising from or in connection with (i) Tenant's use of the Premises, (ii) the conduct of

Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs), penalties or charges arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding should be brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall defend the same at Tenant's expense with legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Notwithstanding the foregoing, Tenant shall not be required to defend, save harmless or indemnify Landlord from any liability for injury, loss, accident or damage to any person or property resulting from Landlord's gross negligence or willful acts or omissions. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease to the extent that such policies cover the results of negligent acts or omissions of Landlord or its agents, or the failure of Landlord to perform any of its obligations under this Lease. Tenant's obligations under this Section 23 will survive the expiration or other termination of this Lease.

24. Covenant of Quiet Enjoyment. Landlord covenants that Tenant, upon paying the amounts required under the Lease, and observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall during the term hereof, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord.

25. Notice. Any notice, request, instruction, demand or other communication given hereunder by either party to the other party shall be given in writing and shall be delivered either by hand, or by registered or certified mail, postage prepaid, return receipt requested, as follows:

- a. If to Tenant, addressed to:

Hylton Lumber LLC
348 H Street
Salida, CO 81201

- b. If to Landlord, addressed to:

City of Salida, Colorado
448 E. First Street, Suite 112
Salida, CO 81201
Attention: City Administrator

or to such other address as either party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices given hereunder shall be deemed given, in the case of personal delivery, on the date delivered, and in the case of delivery by certified mail, on the third (3rd) business day after delivery to the United States Postal Service.

26. Recordation. Tenant shall not record this Lease without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Recordation of this Lease by Tenant without the prior written consent of Landlord shall be deemed a material breach of this Lease.

27. Bankruptcy. This Lease is made with the express understanding and agreement that, in the event the Tenant becomes insolvent, or is declared bankrupt, then, in either event, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.

28. Entire Agreement. This Lease is fully integrated and constitutes the entire agreement and understanding between and among the parties with respect to the matters addressed herein and, except as set forth in this Lease, no representations, warranties or promises have been made or relied upon by the parties to this Lease.

29. Amendment. Any amendment or modification of this Lease shall be effective only if set forth in a written document executed by a duly authorized representative of each of the parties.

30. Severability. If any term, provision, covenant or condition of this Lease is held by any court of competent jurisdiction to be invalid, void or unenforceable in any respect, the remainder of such term, provision, covenant or condition in every other respect and the remainder of the terms, provisions, covenants or conditions of this Lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

31. No Joint Venture. This Lease shall not be deemed or construed to create or establish any relationship of partnership or joint venture between Landlord and Tenant, the sole relationship between the parties being that of landlord and tenant.

32. Counterparts and Signatures. This Lease may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Signatures by the parties on this Lease that are delivered by facsimile or electronically in a portable document format (pdf) shall be deemed original signatures.

33. Headings. The headings in this Lease are for convenience of reference only, and shall not be considered a part hereof or be given any effect in the construction or interpretation of this Lease.

34. Representations and Warranties. Landlord represents and warrants that the execution of this Lease by it has been duly authorized. Tenant represents and warrants that the execution of this Lease by it has been duly authorized.

35. Gender. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

36. Inurement. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

37. Governing Law; Venue. The provisions of this Lease shall be governed by the laws of the State of Colorado, without giving effect to any conflict of law provisions. Any judicial proceeding brought hereunder shall be brought exclusively in Chaffee County, Colorado. Each party hereby consents to the jurisdiction of such county and waives any defense or objection to such jurisdiction and/or venue.

38. Governmental Immunity Act. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the last signature below.

LANDLORD
City of Salida, Colorado

DATE: _____

By: _____
Print Name: _____
City Administrator

TENANT
Hylton Lumber LLC,
a Colorado limited liability company

DATE: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A

Premises

See Below and Attached

A portion of the abandoned Denver and Rio Grande Western Railroad (Monarch Branch) right-of-way located in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 32, Township 50 North, Range 9 East of the New Mexico Principal Meridian, in the City of Salida, Chaffee County, Colorado, being more particularly described as follows:

Beginning at the point of intersection of the Southeasterly boundary of said abandoned railroad right-of-way with the Northeasterly boundary of Fifth Street in said City of Salida; thence proceeding around the tract herein described along said southeasterly railroad right-of-way boundary the following: first North 68°17'54" East 253.11 feet to the beginning of a curve to the left, said curve having a central angle of 04°59' and a radius of 2908.27 feet; thence along the arc of said curve a distance of 252.95 feet to the end of said curve; thence North 63°19'54" East 278.8 feet more or less to the Southwesterly boundary of Third Street in the said City of Salida; thence leaving said railroad right-of-way boundary North 40°05'18" West along the approximate Southwesterly boundary of said Third Street a distance of 70.48 feet; thence leaving said Southwesterly street boundary South 59°59'46" West 193.46 feet; thence South 67°38'06" West 31.06 feet; thence South 64°14'00" West 99.59 feet; thence South 31°24'02" East 12.22 feet; thence South 66°23'27" West 297.81 feet; thence South 69°10'16" West 70.54 feet; thence South 71°32'03" West 75.21 feet to a point on a curve on the said Northeasterly boundary of Fifth Street, said curve having a central angle of 08°87'49", a radius of 320.0 feet and a chord which bears South 23°44'12" East 50.01 feet; thence along the arc of said curve a distance of 50.06 feet to the point of beginning.

Containing 41,756.3 Square feet or 0.96 acres





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Sustainability Coordinator/PIO	July 16, 2024

AGENDA ITEM

City of Salida Social Media Policy

BACKGROUND

Social media is a public forum subject to First Amendment protections and can be subject to both the Colorado Open Meetings Law, C.R.S. § 24-6- 401, et seq. (the "OML"), and the Colorado Open Records Act, C.R.S. § 24-6-200.1, et seq. (the "CORA") when it is being used by a public official in their official capacity. To address the fast-changing landscape of the Internet and the way citizens communicate and obtain information online, employees and all individuals sitting on City boards, commissions, and committees may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and these boards, commissions, and committees where appropriate, but is recommending the adoption of this Policy to establish guidelines for the future use of social media.

This policy has been reviewed by the Department Heads and by our attorneys.

RECOMMENDATION

Staff recommends that City Council adopts the Social Media Policy.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state "I move to _____ the City of Salida Social Media Policy", followed by a second and a roll call vote.

CITY OF SALIDA

Social Media Policy

1. INTRODUCTION AND PURPOSE

Social media is a public forum subject to First Amendment protections and can be subject to both the Colorado Open Meetings Law, C.R.S. § 24-6- 401, et seq. (the "OML"), and the Colorado Open Records Act, C.R.S. § 24-6-200.1, et seq. (the "CORA") when it is being used by a public official in their official capacity. To address the fast-changing landscape of the Internet and the way citizens communicate and obtain information online, employees and all individuals sitting on City boards, commissions, and committees may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and these boards, commissions, and committees where appropriate, but adopts this Policy to establish guidelines for the use of social media.

2. SCOPE

This policy applies to all employees of the City, and all individuals, whether elected or appointed, on City boards, commissions and committees.

3. DEFINITIONS

- a. "Board" means a City board, commission, or committee, including without limitation the City Council, the Planning Commission, the Board of Adjustment and the Historic Preservation Committee.
- b. "Comments" means any digital content, information, link, image, video, or any other form of communicative content posted in reply or response on a social media account operated by the City.
- c. "Member" means an individual that sits on City Council.
- d. "Official Member Account" means a City-provided email address Social Media Account that a Member uses for communicating with the public about City-related activities, duties, or goals, and is operated by the Member under the name of the individual Member.
- e. "Official City Account" means a City-provided email address or Social Media Account that is used by the City for communicating with the public in relation to City-related activities, duties, or goals, and is operated professionally by a City staff or consultant under the name of the City, a City department, a City event, or a City Board.

- f. "Personal Account" means a Social Media Account that is used solely for communication by a Member of a private and personal nature.
- g. "Post" means the action by the City to provide content, including text, pictures, videos, or any other type of media, on a social media account.
- h. "Social Media Account" means a website or service that focuses on creating and fostering online social communities and connecting users from varying locations and interest areas, including without limitation social networks (Facebook, LinkedIn and Nextdoor), instant messaging (SMS), blogs, wikis and online collaboration (SoundCloud), microblogging (Twitter), status updates, online forums and discussion boards, chats, or groups (Google Groups, Reddit, Yahoo and Whirlpool), website link sharing, video conferencing, virtual worlds, location-based services, VOD and podcasting, geo-spatial tagging (Foursquare and Facebook CheckIn), and photo and video sharing (Flickr, Instagram, Snapchat and YouTube).

4. OFFICIAL CITY ACCOUNTS

- a. Only the City Administrator or the PIO can create and manage Official City Accounts. Current login information to all Official City Accounts shall be maintained by the PIO. Any department or employee wishing to create, modify, or remove a Social Media Account must submit a request to the PIO via email and the PIO will make a recommendation to the City Administrator for the final decision.
- b. After the establishment of an Official City Account, the City Administrator may designate the City Clerk, a department head, the PIO or a City consultant to operate the Official City Account.
- c. Official City Accounts shall be consistently branded to communicate a clear association with the City. Branding should include without limitation the inclusion of the City logo. Where possible, all Official City Accounts should provide a link to the City's official website.
- d. Official City Accounts may not be used by employees to express personal views or concerns. Official City Accounts should be used responsibly to engage citizens, learn about citizen needs and concerns, contribute to relevant conversations, and promote City programs, events, and services. Employees posting to or interacting with Official City Accounts from an Official City Account must remain neutral and may not engage in argumentative or controversial behavior.
- e. Once a new employee is designated to operate an Official City Account, they will need to attend at least 1 hour of training on City rules and regulations for Social Media from the PIO. When an employee is offboarded from that role or job, they must be removed from the pertinent Official City Accounts. Department heads should notify the PIO and update the offboarding document prior to the employee's departure (within 72 hours).

5. ACCOUNT INFORMATION

The City of Salida currently maintains the following social media accounts:

- City Facebook (<https://www.facebook.com/CityofSalida/>)
- City Twitter (X) (@CityofSalida)
- City of Salida Parks and Rec Facebook (<https://www.facebook.com/SalidaParksAndRec>)
- City of Salida Parks and Rec Instagram (@salidaparksandrec)
- City of Salida Parks and Rec Twitter (X) (@salidapoolandrec)
- City of Salida Police Department Facebook (<https://www.facebook.com/SalidaPoliceDepartment>)
- City of Salida Police Instagram (@salidapolice)
- City of Salida Police Instagram K9 (@salida_K9_sarge)
- City of Salida Police Facebook K9 (<https://www.facebook.com/CanineSarge>)
- City of Salida Police Twitter (X) (@salidapd)
- City of Salida Fire Department (<https://www.facebook.com/SalidaFire>)
- City of Salida Arts and Culture Twitter (X) (@TheSteamPlant)
- City of Salida Arts & Culture Facebook (<https://www.facebook.com/salidasteamplant>)
- City of Salida Creative District Facebook (<https://www.facebook.com/salidacreatives>)
- City of Salida Arts and Culture Instagram (@salidasteamplant)
- City of Salida Creative District Instagram (@salidacreativedistrict)
- City of Salida Youtube (@cityofsalidacolorado)

The City of Salida currently maintains the following newsletters:

- Salida Standard
- Salida Parks and Rec – Constant Contact
- Salida Steamplant – MailChimp
- Salida Creative Arts District- MailChimp

The City of Salida currently maintains the following websites:

- www.cityofsalida.com

- www.solidasteamplant.com
- www.solidacreates.com
- www.steamplantwedding.com

6. OFFICIAL MEMBER ACCOUNTS

- a. Members may establish Official Member Accounts using the Member's City-provided email address. Official Member Accounts should include language that indicates the title of the Member, such as "Council Member" and should include a link to the City's website.
- b. Members shall provide account login information for their Official Member Accounts to the PIO. Official Member Accounts shall be always accessible by the PIO.
- c. A Member should not represent themselves on an Official Member Account as a spokesperson for the City or for their respective Board unless the Member has been designated by their respective Board to serve as a spokesperson.
- d. In creating content for or on an Official Member Account, Members are encouraged to be judicious and respectful.
- e. Members should use necessary care to maintain the security and integrity of Official Member Accounts to prevent the unauthorized access or posting of content. Account passwords should be changed regularly and immediately after the password has been, or is suspected of being, compromised. Passwords should not be shared with anyone other than the PIO.
- f. Failure to comply with this Policy may expose both the Member and the City to risks associated with First Amendment violations, Fair Campaign Practices Act violations, and Open Meetings Law violations.

7. PERSONAL ACCOUNTS

- a. Personal Accounts should be distinct and maintained separately from Official Member Accounts and Official City Accounts and should not be used in an official capacity or to discuss City business. A Personal Account that violates this Section is at risk of being deemed an Official City Account or Official Member Account, subject to CORA requirements, regardless of when such Personal Account was established and for what purpose.
- b. Members and employees retain their rights as private citizens to comment in their personal capacity from Personal Accounts. However, if a Member or employee discusses City business on a Personal Account, that Personal Account may be deemed an Official Account. Posts on Personal Accounts that include discriminatory remarks, harassment, threats of violence or similar inappropriate or unlawful conduct, and are intended to bully, disparage, or harm the reputation of the City may subject the Member or employee to disciplinary action under this Policy.

c. The name, title, tag, or link of a Personal Account should not include language that would indicate that the employee or Member is acting in any official capacity when posting on that account. Personal Accounts shall not be created using a City- provided email address.

d. Exceptions to the above may be made when posting on LinkedIn or other professional social media accounts when talking about City projects, City hiring campaigns etc.

8. CONFIDENTIALITY

No Member or employee may disclose on any Social Media Account confidential or proprietary information acquired by way of their official position or employment position with the City, or otherwise reveal any privileged information about the City, its constituents, its employees, or its contractors. This restriction applies whether the information is disclosed on an Official City Account, an Official Member Account or a Personal Account.

9. PHOTOGRAPHS USED ON SOCIAL MEDIA ACCOUNTS

Obtain permission from the child and their parents/guardian for all photographs posted on City social media accounts. If parents/guardians have not given permission, do not post pictures or videos of their children online. Photographs of children's hands, back of heads or other non-identifying photos do not need parents/guardian permission but it is always best practice to ask.

10. MONITORING SPEECH AND ACCESS TO OFFICIAL ACCOUNTS

a. Access to all Official Member Accounts and Official City Accounts must be set to "public." Because Official City Accounts and Official Member Accounts are public for First Amendment purposes, no member of the public may be banned from accessing any Official Account.

b. Comments for a post may be turned on or off. If comments are turned on, no member of the public may be prohibited from submitting a comment. However, comments may be removed based on the following criteria if carried out in a viewpoint-neutral manner:

- i. Comments that are obscene, sexual in nature, or pornographic;
 - ii. Comments that are defamatory or constitute harassment;
 - iii. Comments that promote illegal activity; or
 - iv. Comments that violate the intellectual property rights of the City or others.
- c. Removed comments must be retained as City records according to the standards for preservation of records under the CORA and the City's adopted retention schedule.

d. If comments for a post are turned off (to use the Social Media Account as a one-way communication tool), comments may only be turned off for the entire public and may not be turned off for specific individuals, including individuals whose comments are repeatedly subject to removal.

11. PROHIBITION ON CAMPAIGNING

a. Colorado's Fair Campaign Practices Act prohibits City resources from being used for certain political purposes. As such, neither Members nor City employees may use Official City Accounts or Official Member Accounts as a tool for reelection or for any other election or campaign purpose.

b. Members or employees who wish to use Social Media Accounts for campaigning must establish separate Personal Accounts for that purpose and may not access those Personal Accounts through City technology, including City computers and City-issued tablets, or using a City-provided email address.

c. This Section does not prohibit the City from using Official City Accounts for the distribution of lawful and neutral election information, including without limitation ballot information and polling place information.

12. UNLAWFUL MEETINGS

Of particular concern for the use of Social Media Accounts is the risk of violating the Open Meetings Law (OML). Under the OML, all public business must be conducted in public, and a meeting of more than two Members must be noticed and open to the public, even if such meeting is electronic. The dynamic nature of Social Media Accounts and the sheer volume of posts may make it difficult to track who is involved in the discussion and detect when the line has been crossed. As such, Members should not communicate in their official capacity with other Members on any Social Media Accounts, including commenting or messaging, whether such communication is public or private. While informal communication with constituents is generally acceptable, lengthy discussion of public business in such a manner is risky, especially if it involves other Members.

13. PRESERVATION OF PUBLIC RECORDS

a. Content published on Social Media Accounts that relates to the conduct of government actions must be retained and managed by the City in compliance with the CORA. Members and employees must treat each comment, post, photo, and list of individuals connected to an Official Member Account or Official City Account as a public record.

b. Content on an Official City Account or Official Member Account may only be deleted by the City Clerk, and content shall not be deleted from an Official Account until a screen capture has been taken of the offensive content and preserved by the City

Clerk according to the records retention schedule. Content on Personal Accounts that relates to City business must be treated in the same manner.

14. LEGAL RISKS

Most Social Media Accounts require users to agree to terms of service that include such provisions as indemnity and defense clauses and applicable law and venue clauses. When a public agency creates a Social Media Account, it typically must agree not to sue the site or allow the site to be included in suits against the agency and requires the account owner to pay the site's legal costs arising from such suits. Most terms of service also assert that a certain state law applies to all legal actions (usually California). Because of these provisions, any employee or Member violating the terms of service while using an Official City Account or Official Member Account exposes the City to significant legal risks. The provisions of this Policy are intended to protect the City and Members from such risks as much as possible.

15. ENFORCEMENT

- a. Failure to follow this policy exposes the City to significant legal risks. Therefore, a Member's failure to follow this Policy may result in disciplinary action, including public censure or removal from the Board, as appropriate and permitted by law.
- b. Failure by an employee to follow this Policy may subject an employee to disciplinary action, up to and including termination.

16. DISTRIBUTION

This Policy shall be distributed to all current Members and employees and any future Members and employees upon accepting such position.

17. RESPONSIBILITIES

This policy is approved by City Administrator and exceptions to the policy can be granted by the City Administrator.

Existing policies already in place prior to the adoption of this policy should be reviewed and modified according to the guidelines in this policy if it would enhance efficiency of the existing policy.

Any formal future policy written for the City shall follow the guidelines outlined in this policy.

18. MONITORING AND REVIEW

This policy shall take effect upon approval and shall be communicated to all Department Heads for immediate compliance. For any inquiries or clarifications regarding this policy, contact the City Administrator.

Approved and adopted by:

City Administrator

Date Approved

This policy shall be subject to review on _____ or more frequently if necessary, by _____.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Kathryn Dunleavy - Associate Planner	July 16, 2024

AGENDA ITEM

Resolution 2024 - 44: A resolution declaring the Salida School District Annexation application is in substantial compliance with city ordinances and state statutes and setting a public hearing for September 3, 2024.

BACKGROUND

On May 30, 2024, staff received an application from Salida School District to annex a 4.43 acre property located at 627 Oak Street (Parcel Number 380704300006), along with adjacent Oak Street, Illinois Avenue, and Scott Street right-of-way.



When annexing a property, the City must follow adopted state laws which provide a framework and procedures to follow. Below is a brief summary of the steps and standards that need to be followed according to Colorado Revised Statutes:

- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with City and State statutes.
- Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
- City Council holds a public hearing on the annexation petition.
- City Council holds a public hearing to review and act on the proposed zoning.

FISCAL IMPACT

Fiscal Impact statement does not apply to this application.

RECOMMENDATION

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends City Council adopt the proposed resolution setting a public hearing for September 3, 2024.

MOTION

A City Councilmember should state, "I move to _____ Resolution 2024-44 declaring the Salida School District Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for September 3, 2024," followed by a second and a roll call vote.

ATTACHMENTS

Resolution 2024-44
Annexation petition
Annexation plat

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 44
SERIES OF 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
FINDING THE SALIDA SCHOOL DISTRICT ANNEXATION PETITION TO BE IN
SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC
HEARING ON SAID PETITION.**

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

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;
3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on September 3, 2024 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 16th day of July 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

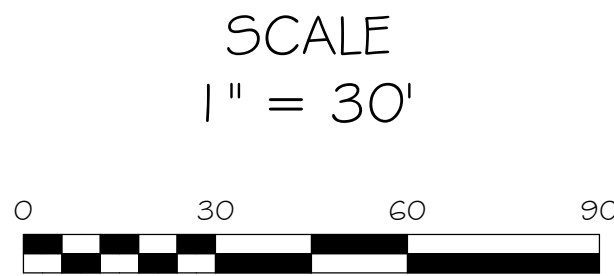
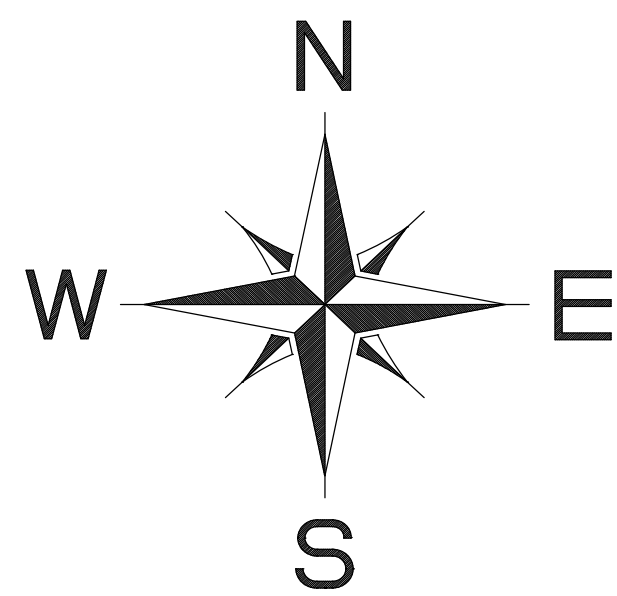
City Clerk/Deputy City Clerk

EXHIBIT A**LEGAL DESCRIPTION
OF A TRACT OF LAND**

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

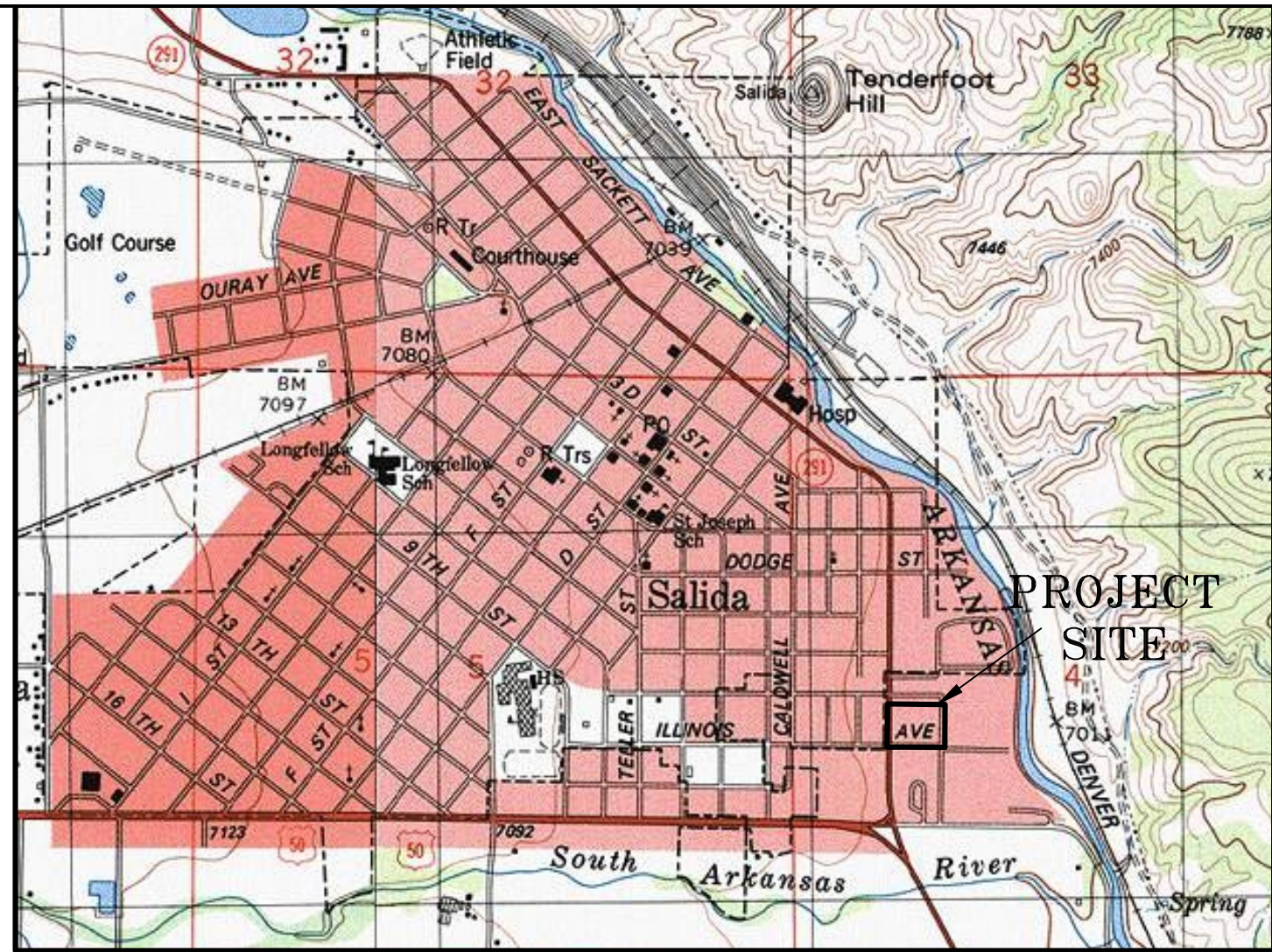
PREPARED BY:

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



SALIDA SCHOOL DISTRICT ANNEXATION PLAT

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



VICINITY MAP
NOT TO SCALE

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY SALIDA SCHOOL DISTRICT R32-J AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 20____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), C.R.S.; AND WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 20____, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 20____), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTIONS 31-12-107 AND 105, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON _____, 20____, THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 20____) APPROVING AND ANNEXING SALIDA SCHOOL DISTRICT ANNEXATION.

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

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

SIGNED THIS _____ DAY OF _____, 2024

MAYOR OF THE CITY OF SALIDA

CERTIFICATION OF TITLE

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

DATED THIS _____ DAY OF _____, 2024.

TITLE AGENT

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

EXECUTED THIS _____ DAY OF _____, 2024.

OWNERS:

REPRESENTATIVE SALIDA SCHOOL DISTRICT R32-J

COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

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

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

TOTAL PERIMETER OF LAND TO BE ANNEXED	1775.19
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	1006.51
CONTIGUOUS BOUNDARY REQUIREMENT 1/6=16.7%	56.7%

CLERK AND RECORDER'S CERTIFICATE

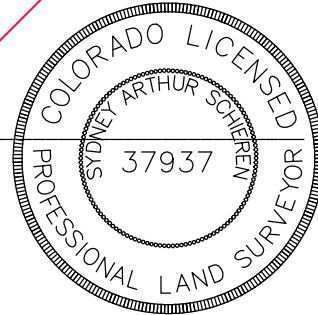
THIS ANNEXATION PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M. ON THIS _____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

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



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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	July 16, 2024

AGENDA ITEM

Ordinance 2024-12: An Ordinance of the City Council for the City of Salida, Colorado amending Chapter 11 of the Salida Municipal Code, regarding construction and excavation in the streets, sidewalks, and public property, to establish a procedure for the undergrounding of utility facilities. First Reading and Setting Second Reading and Public Hearing.

BACKGROUND

Chapter 11 of the municipal code, which in part, addresses construction and excavations in the City rights of way does not include information regarding when the undergrounding of facilities that are owned or used by utilities will take place. Development related growth and expansion of utility services has raised issues related to the undergrounding of utility facilities, requiring clarity within the code. These amendments define such utility facilities and provide additional information concerning items such as the timing of undergrounding and related responsibilities.

RECOMMENDATION

Staff recommends Council approve Ordinance 2024-12 upon first reading and to set a second reading and public hearing for August 6, 2024.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state "I move to _____ Ordinance 2024-12 on first reading and set the second reading and public hearing for August 6, 2024", followed by a second and a roll call vote."

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 12
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AMENDING CHAPTER 11 OF THE SALIDA MUNICIPAL CODE, REGARDING
CONSTRUCTION AND EXCAVATION IN THE STREETS, SIDEWALKS AND PUBLIC
PROPERTY, TO ESTABLISH A PROCEDURE FOR THE UNDERGROUNDING OF
UTILITY FACILITIES**

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

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

WHEREAS, obstructions and excavations in City rights of way disrupt and interfere with public use of the rights of way; and

WHEREAS, obstructions and excavations in City rights of way result in loss of parking and loss of business to merchants and others whose places of business are in the vicinity of such obstructions and excavations; and

WHEREAS, it is desirable to adopt policies and regulations which will enable the City to gain greater control over the disruption and interference with the public use of public streets and rights of way, in order to provide for the health, safety and well-being of the City’s residents and users of City streets; and

WHEREAS, the various public and commercial utilities, broadband and communications providers and similar entities which install, maintain, and operate facilities under the City’s streets are constrained, from time to time, to make excavation cuts which degrade the surfaces of these thoroughfares, thereby reducing their useful life; and

WHEREAS, demand for access to broadband services is growing, and in order to fill such demand, more broadband network infrastructure is being installed in rights of way; and

WHEREAS, the current Chapter 11 of the Salida Municipal Code (the “Code”), which, in part, addresses construction and excavations in the rights of way does not include information regarding when undergrounding of utility facilities will take place; and

WHEREAS, the City has determined that locating such utility facilities underground improves the aesthetics of the City, provides for better protection of such utility facilities from damage due to accident, inclement weather, and other causes, and better protects the safety and welfare of the City’s citizens; and

WHEREAS, the City desires to amend Chapter 11 of the Code to provide for the undergrounding of utility facilities.

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

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

Section 2. Chapter 11, Section 11-1-10, Definitions, is hereby amended by adding the following definition to read as follows:

Utility Facilities means, including, without limitation, any pipes, conduits, wires, cables, amplifiers, transformers, fiber optic lines, antennae, poles, street lights, ducts, fixtures and appurtenances and other like equipment used in connection with transmitting, receiving, distributing, offering, and providing broadband, electric, and other utility services.

Section 3. The name of Chapter 11, Article III is hereby amended as follows:

ARTICLE III. – ~~CONSTRUCTION AND EXCAVATIONS~~ to CONSTRUCTION, EXCAVATIONS AND UNDERGROUNDING

Section 4. A new Section 11-3-135 within Chapter 11 is hereby created to read as follows:

Sec. 11-3-135. – Underground Construction and Use of Poles.

(a) When required by general ordinances, resolutions, regulations or rules of the City or applicable state or federal law, a permittee's Utility Facilities shall be placed underground at no cost to the City. Placing Utility Facilities underground does not preclude the use of ground-mounted appurtenances.

(b) Where all Utility Facilities are installed underground at the time of a permittee's construction, or when all such Utility Facilities are subsequently placed underground, all permittee Utility Facilities that by their nature can function underground, shall also be placed underground at no expense to the City unless funding is generally available for such relocation to all users of the rights of way. Related equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where existing Utility Facilities are aerial, the permittee may install aerial Utility Facilities.

(c) For above ground Utility Facilities, a permittee shall utilize existing poles and conduit wherever possible.

(d) Should the City desire to place its own Utility Facilities in trenches or bores opened by a permittee, the permittee shall cooperate with the City in any construction by the permittee that involves trenching or boring, provided that the City has first notified the permittee in some manner that it is interested in sharing the trenches or bores in the area where the permittee's construction is occurring. A permittee shall allow the City to place its Utility Facilities in the permittee's trenches and bores, provided the City incurs any incremental increase in cost of the trenching and boring. Should the City desire to install Utility Facilities such as ducts or conduit for the possible use of other entities, then the permittee shall allow the City to place these Utility Facilities in the permittee's trenches and bores, provided the City shares proportionally in the cost of trenching and boring. The City shall be responsible for maintaining its respective Utility Facilities buried in a permittee's trenches and bores under this paragraph.

Section 5. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on the 16th day of July, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 19th day of July, 2024, and set for second reading and public hearing on the 6th day of August, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY 2024



Item 14.

The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of May 2024, which were remitted to the City of Salida in July 2024.

Summary Results for City and Chaffee County Sales Taxes

May City sales tax collections increased by \$19,083 (2.3%) as compared to May 2023. The City's portion of Chaffee County sales tax collections increased by \$9,552, a 3.2% increase over May 2023. In total, sales tax receipts are 2.6% higher for May and 3.6% higher year-to-date. Actual collections are 1.0% behind budget year-to-date (budget is spread throughout the year based on historical collection proportions, not evenly).

Current Month							
	May 2024	May 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	May 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% City Sales Tax	\$ 840,214	\$ 821,131	\$ 19,083	2.3%	\$ 840,566	\$ (352)	0.0%
Shared County Tax	\$ 310,267	\$ 300,715	\$ 9,552	3.2%	\$ 292,466	\$ 17,801	6.1%
Total	\$ 1,150,481	\$ 1,121,846	\$ 28,635	2.6%	\$ 1,133,032	\$ 17,449	1.5%
Year-to-Date							
	Year-to-date 2024	Year-to-date 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	Year-to-date 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% Sales Tax	\$ 3,731,865	\$ 3,547,059	\$ 184,806	5.2%	\$ 3,778,352	\$ (46,487)	-1.2%
Shared County Tax	\$ 1,297,160	\$ 1,305,306	\$ (8,146)	-0.6%	\$ 1,303,089	\$ (5,929)	-0.5%
Total	\$ 5,029,025	\$ 4,852,365	\$ 176,660	3.6%	\$ 5,081,441	\$ (52,416)	-1.0%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY2024



Item 14.

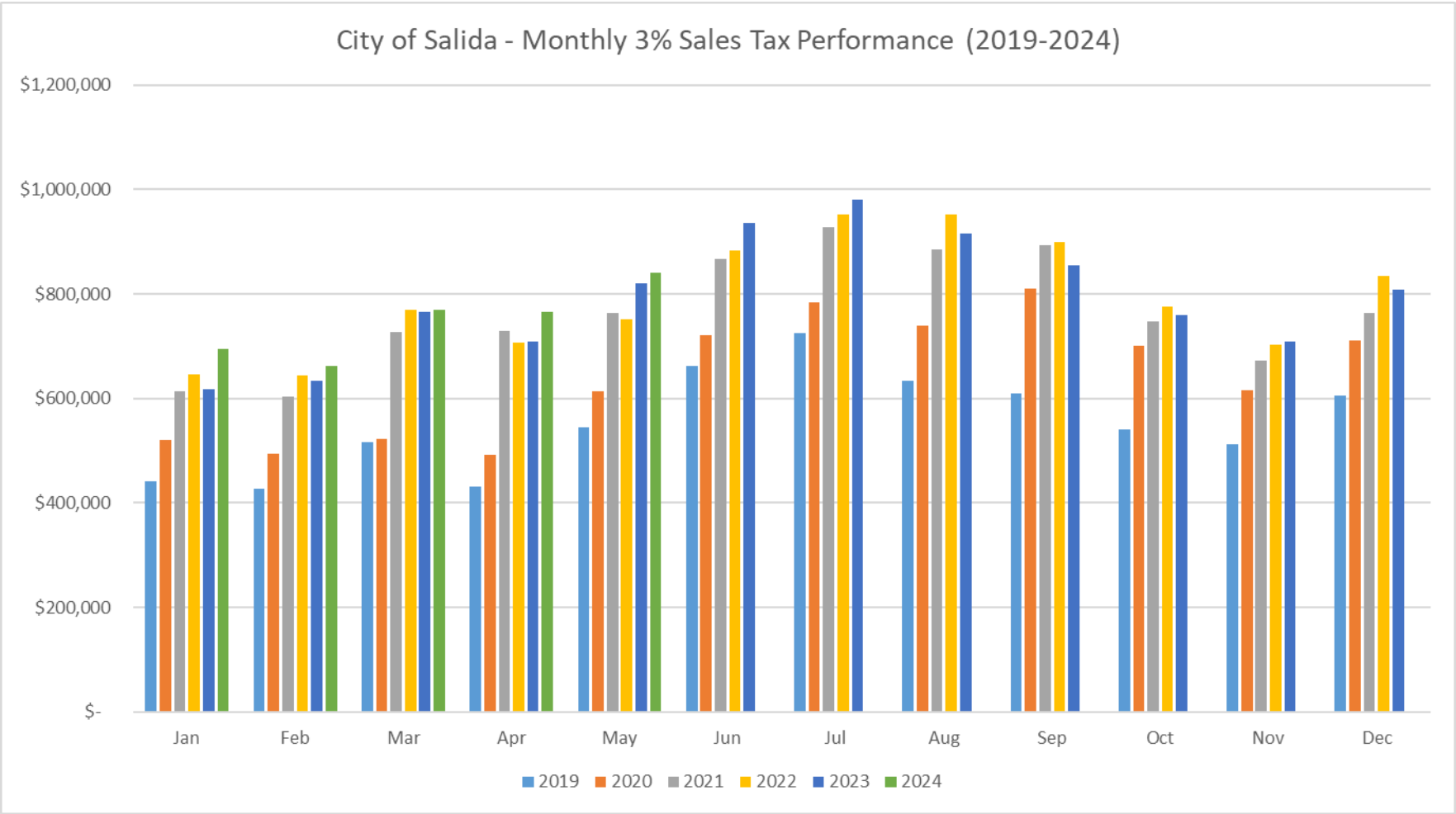
Below is the tracking by NAICS industry sector report for the 3% City sales tax collections.

3% City Sales Tax by Industry Sector

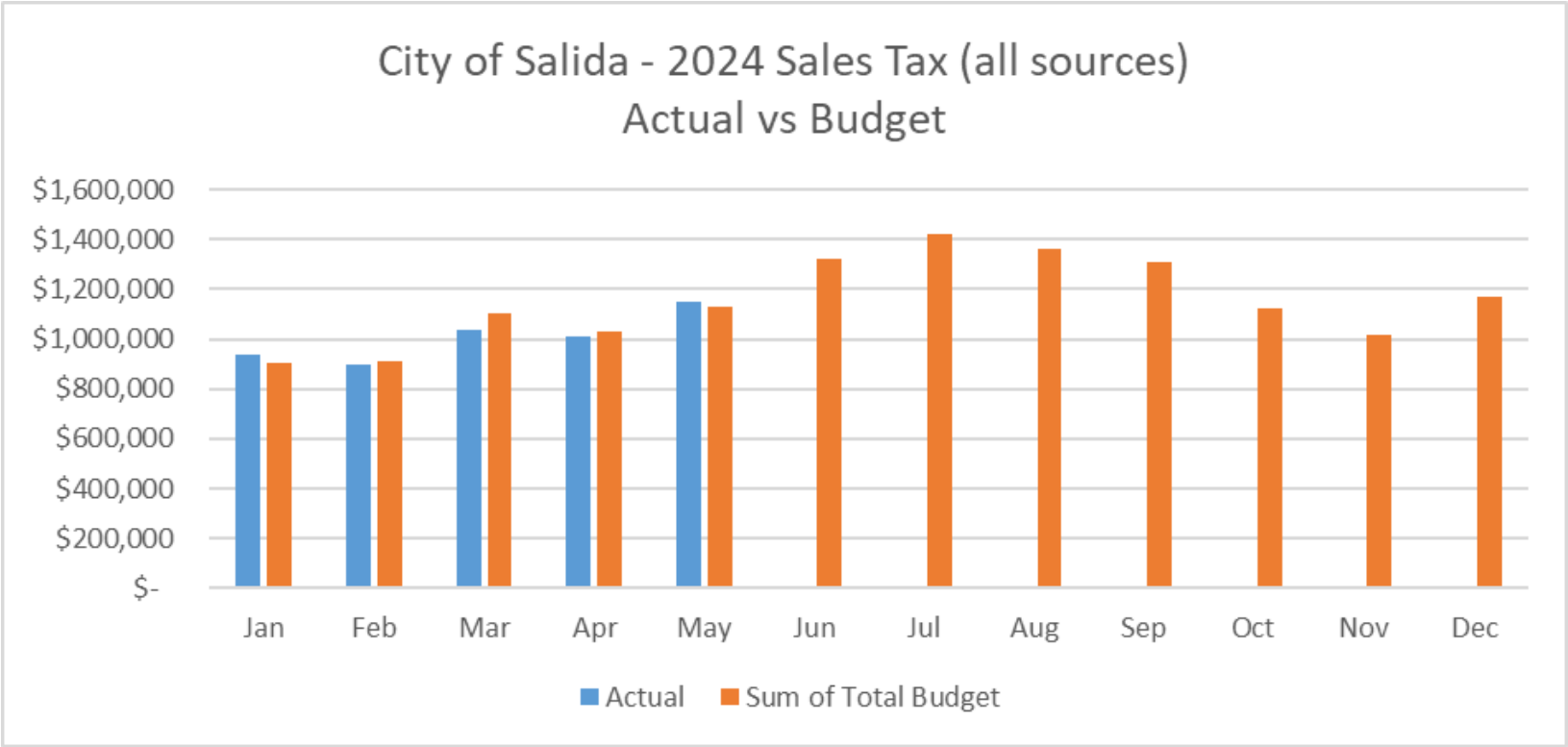
NAICS Sector	Current Month			
	May 2024	May 2023	2024-2023 \$ Change	2024-2023 % Change
Retail Trade	\$ 575,051	\$ 562,173	\$ 12,878	2.3%
Accommodation & Food Service	\$ 162,381	\$ 148,409	\$ 13,972	9.4%
All Other	\$ 35,892	\$ 37,135	\$ (1,243)	-3.3%
Manufacturing	\$ 20,178	\$ 20,043	\$ 135	0.7%
Wholesale Trade	\$ 30,065	\$ 31,250	\$ (1,185)	-3.8%
Information	\$ 10,002	\$ 9,066	\$ 936	10.3%
Construction	\$ 1,872	\$ 5,452	\$ (3,580)	-65.7%
Real Estate, Rental and Leasing	\$ 4,773	\$ 7,603	\$ (2,830)	-37.2%
Total	\$ 840,214	\$ 821,131	\$ 19,083	2.3%

YTD 2024	Year to Date			
	YTD 2023	2024-2023 \$ Change	2024-2023 % Change	
\$2,575,715	\$ 2,453,874	\$ 121,841	5.0%	
\$ 641,383	\$ 594,080	\$ 47,303	8.0%	
\$ 192,552	\$ 191,961	\$ 591	0.3%	
\$ 82,423	\$ 74,791	\$ 7,632	10.2%	
\$ 136,566	\$ 132,027	\$ 4,539	3.4%	
\$ 51,964	\$ 48,994	\$ 2,970	6.1%	
\$ 25,095	\$ 24,992	\$ 103	0.4%	
\$ 26,167	\$ 26,340	\$ (173)	-0.7%	
\$3,731,865	\$ 3,547,059	\$ 184,806	5.2%	

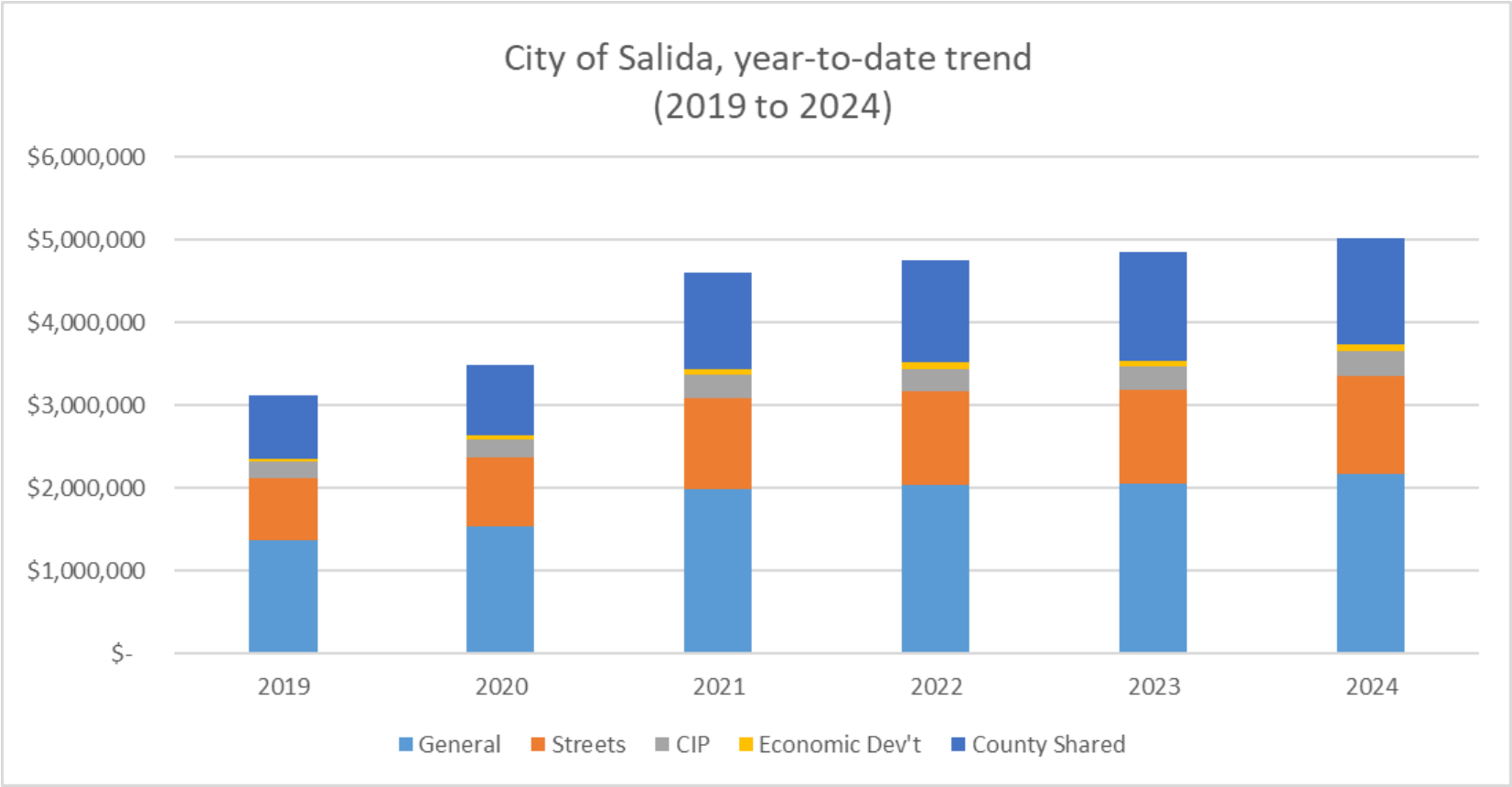
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY 2024

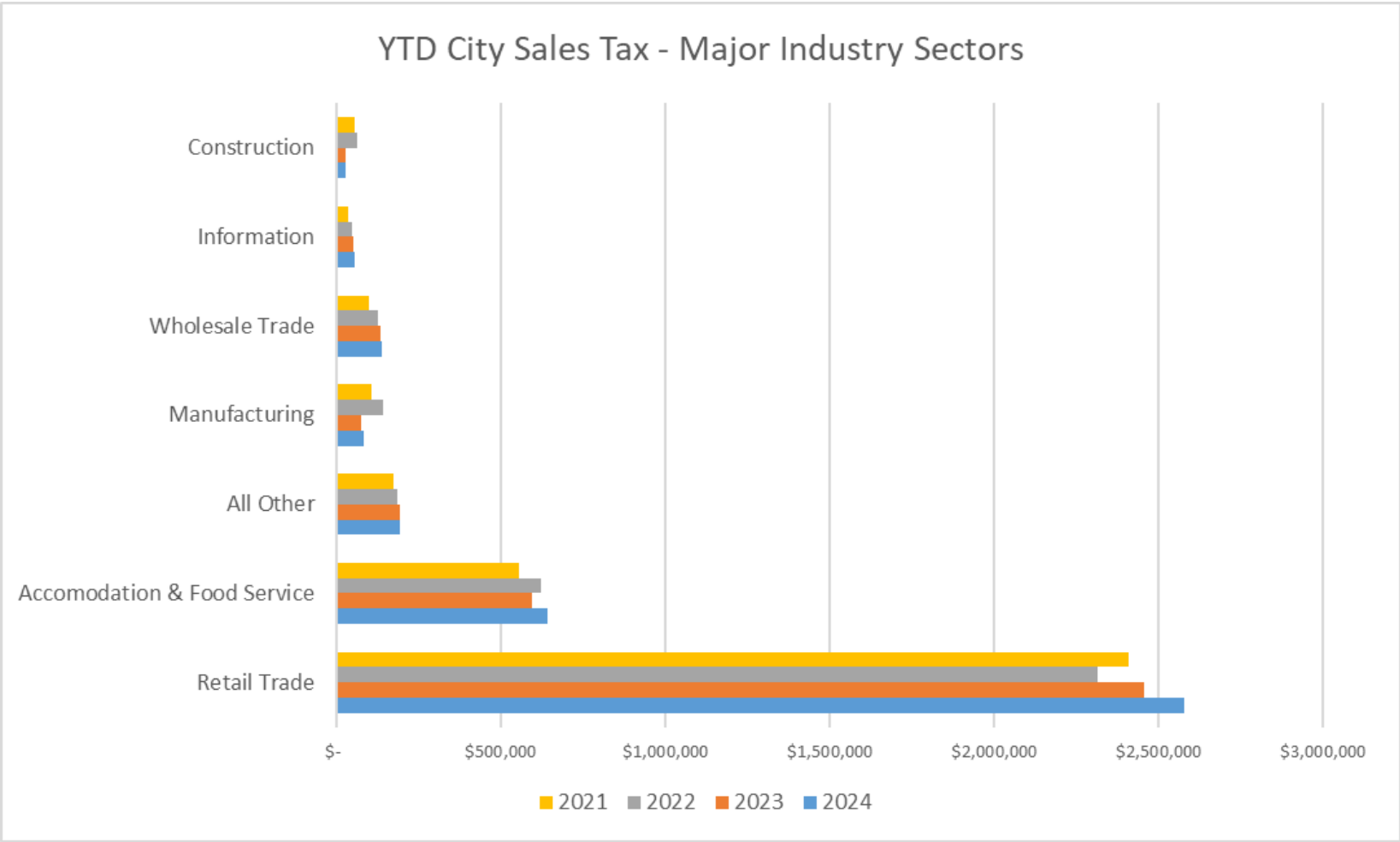


CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY 2024



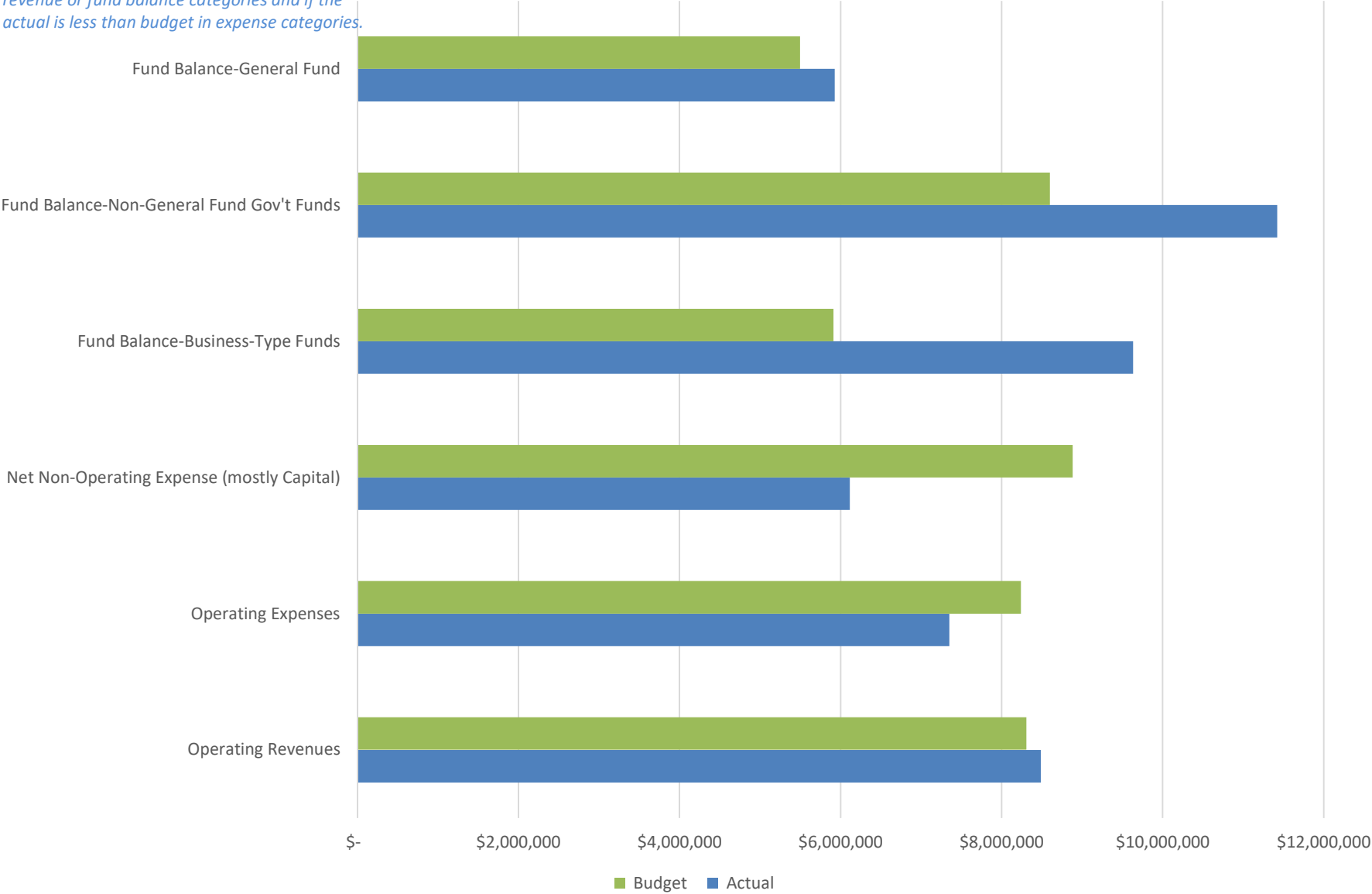
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY 2024





Note: It is generally considered "favorable" if actual (blue) is greater than budget (green) in revenue or fund balance categories and if the actual is less than budget in expense categories.

Budget to Actual Tracking-All Funds
Five Months Ending May 31, 2024



City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Five Months Ending May 31, 2024

Percentage of year passed:

42%

	YTD May 2023	YTD May 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue (Sales, Lodging, Franchise fees)	\$ 2,330,297	\$ 2,370,702	\$ 2,399,324 (1) \$ (28,622)	\$ 6,722,000	35.3%
3	Fees for General Services	60,926	107,788	63,516 44,272	152,500	70.7%
4	Fines & Forfeitures	20,751	20,013	19,576 437	47,000	42.6%
5	Licenses and Permits	14,596	13,791	12,745 1,046	30,600	45.1%
6	County sales tax and other intergovernmental revenue	1,363,897	1,402,801	1,437,288 (34,487)	3,831,858	36.6%
7	Fees for Recreation & Event Services	438,767	428,281	541,792 (1) (113,511)	1,389,210	30.8%
8	Miscellaneous Revenue	159,720	124,521	93,942 30,579	225,550	55.2%
9	Total Operating Revenues	4,388,954	4,467,897	4,568,183 (100,286)	12,398,718	36.0%
10	<u>Operating Expenses</u>					
11	Cost of Sales	47,099	40,743	58,602 17,859	140,700	29.0%
12	Personnel	3,371,447	3,424,201	3,599,278 (2) 175,077	8,930,992	38.3%
13	Contracted Services	497,284	543,002	402,172 (140,830)	965,600	56.2%
14	Supplies & Materials	196,856	172,374	187,092 14,718	449,200	38.4%
15	Utilities	207,565	164,735	226,180 61,445	543,049	30.3%
16	Other Operating Costs ^	1,004,133	692,723	756,559 63,836	1,816,908	38.1%
17	Financing Obligations	67,430	67,430	67,430 (3) -	1,262,000	5.3%
18	Total Operating Expenses	5,391,814	5,105,208	5,297,313 192,105	14,108,449	36.2%
19	Revenues over (under) expenses-operating only	\$ (1,002,860)	\$ (637,311)	\$ (729,130) \$ 91,819	\$ (1,709,731)	37.3%
20	<u>Non Operating Revenue and Expense ~</u>					
21	Capital Revenue	46,289	434,306	434,306	-	-
22	Grant Revenue	1,345	1,798	1,798	-	-
23	Net Transfers out (transfers made at year end)			-	(500,000)	0.0%
24	Capital Expenditures (\$500 - \$4,999)	(72,524)	(63,886)	(77,053) 13,167	(185,000)	34.5%
25	Capital Purchases & Improvements (\$5,000 +)	(77,837)	(283,203)	(171,806) (111,397)	(412,500)	68.7%
26	Total (net) Non Operating Revenues & Expenses	\$ (102,727)	\$ 89,015	\$ (248,859) \$ 337,874	\$ (1,097,500)	-8.1%
27	Revenues over (under) expenses	(1,105,587)	(548,296)	(977,989) 429,693	(2,807,231)	
28	Fund Balance at 1/1/24		6,475,626	6,475,626	6,475,626	
29	Fund Balance at period end		\$ 5,927,330	\$ 5,497,637	\$ 429,693	\$ 3,668,395

* YTD budget spread evenly throughout year except as noted in (1) and (2) below

(1) Budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(3) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, community support, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.

City of Salida
Budget Tracking Analysis
Combined Funds: Streets, Capital Improvement, CTF, Economic Development & Housing
Five Months Ending May 31, 2024

Percentage of year passed:

42%

	YTD May 2023	YTD May 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
<u>Operating Revenues</u>						
1 Tax Revenue	\$ 1,598,830	\$ 1,708,392	\$ 1,723,976	(1) \$ (15,584)	\$ 4,818,000	35.5%
2 Fees Services	24,354	53,131	24,990	28,141	60,000	88.6%
3 License & Permits	81,800	90,000	66,640	23,360	160,000	
4 Highway Users Tax & other intergovernmental revenues	95,295	118,422	130,365	(11,943)	313,000	37.8%
5 Miscellaneous Revenue	1,625	264,568	417	264,151	1,000	
6 Total Operating Revenues	\$ 1,801,904	\$ 2,234,513	\$ 1,946,388	\$ 288,125	\$ 5,352,000	41.8%
<u>Operating Expenses</u>						
8 Personnel	225,310	218,133	216,411	(2) (1,722)	529,199	41.2%
9 Contracted Services	404,943	77,672	714,714	637,042	1,716,000	4.5%
10 Supplies & Materials	22,220	20,992	28,739	7,747	69,000	30.4%
11 Other Operating Costs ^	150,263	163,809	202,211	38,402	485,500	33.7%
12 Total Operating Expenses	\$ 802,736	\$ 480,606	\$ 1,162,075	\$ 681,469	\$ 2,799,699	17.2%
13 Revenues over (under) expenses-operating only	\$ 999,168	\$ 1,753,907	\$ 784,313	\$ 969,594	\$ 2,552,301	68.7%
<u>Non Operating Revenue and Expense ~</u>						
14 Grant Revenue		279,173	1,697,031	(1,417,858)	4,074,505	6.9%
15 Capital Revenue		13,845		(3) 13,845	-	
16 Net Transfers In (transfer made at year end)				-	500,000	
17 Capital Purchases & Improvements (\$5,000 +)	(1,536,274)	(6,797,086)	(10,055,143)	3,258,057	(24,141,999)	28.2%
18 Total (net) Non Operating Revenues & Expenses	\$ (1,536,274)	\$ (6,504,068)	\$ (8,358,112)	\$ 1,854,044	\$ (19,567,494)	33.2%
19 Revenues over (under) expenses	(537,106)	(4,750,161)	(7,573,799)	2,823,638	(17,015,193)	
20 Fund Balance at 1/1/24		16,172,752	16,172,752		16,172,752	
21 Fund Balance at period end		#####	\$ 8,598,953	2,823,638	\$ (842,441)	

* YTD budget spread evenly throughout year except as noted in (1)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(3) The 2024 budget includes \$16,440,000 in COPS proceeds that were actually received in 2023 and sitting in reserves at year end. This report does not show budgeted proceeds.

~ Non operating revenues and expenses are related to capital equipment or projects including interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of. 2023 includes the cost of a firestation project that will not begin until later in the year.

^ Operating Costs includes all costs of running government not broken out in other line items to include Repairs & Maintenance, lease expense, training, subscriptions, etc.

City of Salida
Budget Tracking Analysis - Business-Like Fund Types
Combined Funds: Water and Wastewater
Five Months Ending May 31, 2024

Percentage of year passed:

42%

		YTD May 2023	YTD May 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>						
2	Fees for General Services	1,546,487	1,648,784	1,725,560	(76,776)	4,143,000	39.8%
3	Miscellaneous Revenue	40,134	132,998	66,640	66,358	160,000	83.1%
4	Total Operating Revenues	1,586,621	1,781,782	1,792,200	(10,418)	4,303,000	41.4%
5	<u>Operating Expenses</u>						
6	Personnel	659,985	729,623	757,790 (1)	28,167	1,863,899	39.1%
7	Contracted Services	275,693	254,686	238,155	(16,531)	571,800	44.5%
8	Supplies & Materials	49,412	79,820	79,260	(560)	190,299	41.9%
9	Utilities	92,783	67,855	117,203	49,348	281,400	24.1%
10	Other Operating Costs	205,517	237,022	190,763	(46,259)	458,015	51.7%
11	Financing Obligations	398,017	396,397	396,397 (2)	-	1,030,158	38.5%
12	Total Operating Expenses	1,681,407	1,765,403	1,779,568	14,165	4,395,571	40.2%
13	Revenues over (under) expenses-operating only	\$ (94,786)	\$ 16,379	\$ 12,632	\$ 3,747	\$ (92,571)	-17.7%
14	<u>Non Operating Revenue and Expense ~</u>						
15	Capital Revenue (dev't fees, financing proceeds)	1,451,135	648,032	347,778	300,254	835,000	77.6%
16	Grant Revenue	170,469			-		#DIV/0!
17	Capital Expenditures (\$500 - \$4,999)	(10,860)	(7,840)	(625)	(7,215)	(1,500)	
18	Capital Purchases & Improvements (\$5,000 +)	(1,752,711)	(341,072)	(624,224)	283,152	(1,498,738)	22.8%
19	Total (net) Non Operating Revenues & Expenses	\$ (141,967)	\$ 299,120	\$ (277,071)	\$ 576,191	\$ (665,238)	-45.0%
20	Revenues over (under) expenses	(236,753)	315,499	(264,439)	579,938	(757,809)	
21	Fund Balance at 1/1/21 (Unrestricted)		9,319,062	6,175,252		6,175,252	
22	Fund Balance at period end		\$ 9,634,561	\$ 5,910,813	3,723,748	\$ 5,417,443	

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(2) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects, expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include insurance, repairs & maintenance, lease expense training, etc.



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Administration and Human Resources

- The Sustainability Committee underwent its first Strategic Planning meeting for the year 2025-2026. Through this meeting, they have identified the work that they would like to see accomplished in an Annual Priority Plan for the 2025 fiscal year and are compiling research for the Strategic Plan which will be a three year, living document.
- The State Legislature recently (July 1, 2024) enacted [SB 24-131, Prohibiting Carrying Firearms in Sensitive Places](#). Such places include the building of a local government governing body, including those in which the offices of elected members of the chief executive officer are located or those used for court proceedings. Signs have been posted at entrances in the Toubert Building as well as in cases on the exterior of the building.
- Supervisors across all departments completed a 6-part training series through the International City/County Managers Association entitled Effective Supervisory Practices, Better Results through Teamwork.
- Attended the Bi-Monthly Chaffee County Economic Development Corporation Board of Directors meeting. Jake Rishavy, the Executive Director, and I have set up monthly calls to discuss any upcoming policy issues.
- We have processed 54 hires or rehires YTD.
- We have processed 50 terminations YTD.
- The ADP Comprehensive Services upgrade is going well. Enhanced benefit and talent management modules are under construction.

Arts and Culture

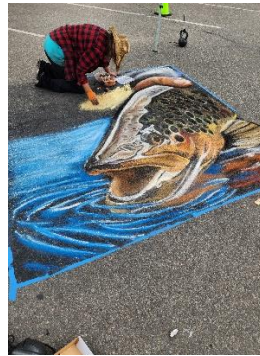
- Summer Creativity Camps serve 250 kids. We are wrapping up our summer camps! 50 kids a week spent one on one time learning from local artists sharing their expertise. Salida kids had lessons in painting with Lynn Van de Water; mosaics with Anne Walker; street art techniques with Brink Messick; illustration with Nate Calderone; baking with Gabby Emslie; and upcycled clothing fashion design with Krista Jarvis, and Jane LeVene and Fiber Fest friends. The Creative District Summer Creativity Camps served 50 students a week over 5 weeks.
- First Fridays - Downtown businesses hold First Fridays every month. Participation from creative industries and attendees has continued to increase as galleries and businesses provide artist demos, refreshments, and a chance to talk with the artist. First Fridays bring approximately 200 locals and visitors to the downtown district.
- The Inaugural Salida Chalk Festival brings over 600 visitors downtown. 30 regional and local artists plus 30 participants from the public created chalk murals along E Sackett. Over 600 visitors were treated to chalk murals and live music. Many of the artists have asked to participate next year. It was a successful arts event for the community.
- Public Art Commission Retreat. The Public Art Commission held a retreat on June 6. The retreat focused on operations, visioning and goal setting, and a review of the Public Art Policy.
- An exhibit was hung in the Paquette Gallery featuring the works from artist, Jan Kraus. The artist was recognized at the reception held during the monthly Creative Mixer, which was attended by (30) people. Additionally, local musician TJ Hittle entertained the attendees.
- Arts & Culture kicked off the annual Summer Concert Series in late-June with performances by regional band Starburn and local favorite Blue Recluse. The first two events of the 10-date schedule drew an audience of (900).
- The Salida Community Read program, a partnership program between Arts & Culture and Salida Public Library, concluded its half-year worth of monthly programs with both a Writers Workshop and Author Talk by Robert Justice, author of this year's book selection "They Can't Take Your Name."



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- Two free film screenings of the locally produced We Are Chaffee documentary “A Home in Paradise” as encore presentations to its premiere at the Salida Film Festival in May. These two screenings were attended by a total of (120) people.
- The performance highlights of the month came from performances of the accomplished musicians from the Walden Chamber Music Society as well as a two-weekend run of Sventastik Productions’ “Joseph and the Amazing Technicolor Dreamcoat featuring a 35-member cast of adults, teens and school-age individuals. The two performances were attended by a total of (500) people.
- The SteamPlant and Scout Hut played host venues to many municipal, county, educational, business and non-profit groups, including City of Salida, Chaffee County Economic Development Corporation, Rep. Brittney Peterson, Colorado Rural Education Collaborative, Headwaters Institute, Upper Arkansas River Basin and the Special District Association. All total the LISTED events/meetings were attended throughout the month by (388).
- The Public Art Commission convened to receive updates on two projects – one commissioned, one artist-initiated – as well as discussing and revising process and evaluations for future projects.
- TOTAL GUESTS Attending (60) Events/Meetings for June = 4,172
 - Number of free arts and culture events/no admission = 8
 - Number of attendees at free events = 1,782
 - Number of events paying rental fees = 31
 - Number of entities using the facilities = 25





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City Clerk

- Processed 12 CORA requests. We have processed 44 CORA requests so far in 2024.
- The Victoria Tavern, LLC received their new Tavern City and State Liquor License.
- La Terraza Restaurant and Bar received their new Hotel and Restaurant City and State Liquor License.
- Processed several Liquor License renewals.
- We have been working on updating the Council Action Forms, Ordinances and Resolutions to have more consistency with all Departments.
- The July Municipal Court has 50 cases.
- The Clerk's Office processed 220 Short-term rental license renewals.
- On July 9th we held a mobile shred day and destroyed a total of 80 boxes of records.
- Processed several amplified sound permits for a total of 108 permits issued this year.
- I will be out of the office the week of July 15th to attend the Colorado Municipal Clerks Institute.

Community Development

- Building Permits: Following a brisk start to 2024, building permits have slowed considerably. Thus far through 7/10/24, we have seen 69 total building permits, including 114 new residential units (2 mixed-use building permits alone accounted for 75 units within Salida Crossings). At this time in 2023, we had seen 145 total building permits, inc. 76 new residential units. In 2022, we had seen 102 total building permits, inc. 43 new residential units. In 2021, we had seen 127 total building permits, inc. 115 new residential units.
- South Ark Neighborhood Phase I Infrastructure: An RFP for design and engineering of the primary infrastructure was issued and interviews were recently conducted. Public Works will be bringing a proposed award to Council with the hope of having a firm on board in the coming weeks. Agreements with the County and CMC re: their contributions towards the infrastructure project still need to be finalized.
- 1st and D Apartments Project: An RFP for final design, cost estimating, and construction has been issued on this project, now that Council has provided Artspace and the architects with direction to move forward with the existing footprint of the building and the more "historical" external design. It is still possible that some slight modifications to the internal layout could result in additional flexible creative space without sacrificing the other residential elements (lobby space, management office, storage units, etc.) that Council saw value in at the last meeting or



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adding cost to the project. These options will be explored further as architectural designs are being finalized and cost estimates are made, prior to administrative review of the project.

- Land Use Applications: We continue to receive (or handle inquiries about) a variety of land use applications (annexations, zonings, subdivisions, etc.) which have been keeping staff and Planning Commission busy as of late and which will be heading to Council in the coming weeks/months. We also have some amendments to the Inclusionary Housing code currently in the process. New staff are beginning to take on some of these applications, which will eventually open up time to focus on the land use code rewrite once again.

Finance

- Staff are hard at work planning for 2025 and drafting their budgets.
- Working through the process for financing the Hwy 50 building purchase.
- Staff are keeping up with the daily work while short one staff member (out of 4 total)

Finance Office - Key Operating Metrics - 2024						
	January	February	March	April	May	June
Number of front desk customers served	264	212	167	212	214	154
Number of invoices paid	364	328	338	443	290	352
Number of utility bills processed	4,261	4,263	4,268	4,270	4,292	4,298
Number of online utility payments received	2,704	2,725	2,778	2,746	2,769	2,805
Number of delinquent utility accounts processed	325	383	397	294	371	374
Number of journal entries prepared	90	75	87	59	59	47
Number of payroll checks processed	456	341	321	478	314	317
Number of utility service orders processed	183	94	95	85	78	48
Number of new construction utility accounts set up	22	21	10	7	5	5
Number of Accounts Receivable billings	39	36	50	54	51	43

Fire

- River Rescues – This year, the Salida Fire Department has conducted several river rescue operations, particularly challenging due to higher-than-normal river flow rates. We are pleased to report that all rescues were successful, with only minor cuts and bruises sustained.



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- Fire - The department responded to a fire at Captain Zipline, located in a wildfire interface area. Thanks to the swift and professional response of our crews, the fire was quickly contained with minimal property damage. We are fortunate to have such a dedicated and capable team serving our community.





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- **Fatal Car Accident:** Crews recently responded to a fatal car accident on Highway 291. Tragically, the accident resulted in the loss of one life. Firefighters used extrication tools, including the "jaws of life," to remove the victims from the vehicle. Our thoughts are with the family and friends of the deceased during this difficult time.
- **New Firehouse:** The construction of the new firehouse is progressing well. The exterior work is nearing completion, with most of the interior framing done. Plumbing and electrical systems are currently being installed, and soon most of the work will shift to the interior. Future work on the tower is also planned. Please be aware of construction detours on Oak Street. We appreciate your patience and understanding during this time.





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- **Live Burn Training:** All shifts recently participated in live fire training using a structure donated by DSI Inc. This invaluable training opportunity allowed firefighters to experience real-world conditions, including intense heat and poor visibility caused by smoke. Crews also practiced vertical ventilation, a crucial skill for removing heat and smoke through the roof during a fire. This hands-on experience is essential for preparing our firefighters to effectively respond to emergencies.



- **Hooligan Race:** The Hooligan Race came down to the wire this year. Chief Jonke's decision to wait until the last day to make a call on the race proved wise, as water levels dropped just in time to allow for a safe event. This contributed significantly to the success of FIBArk, ensuring a thrilling and enjoyable experience for all participants and spectators.



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- **Fireworks:** Every member of the Salida Fire Department gave up their holiday to ensure our community enjoyed a spectacular fireworks show. Our firefighters spent a long 18 hours away from their families to provide a safe and memorable celebration of our nation's birth. Their dedication not only ensures a fantastic display but also attracts visitors from across the state to join in the festivities. We deeply appreciate their hard work and commitment.



- **Wildfire:** Firefighters from the South Arkansas Fire Protection District are currently deployed to six different states to combat wildfires. This significant effort underscores our commitment to protecting our forests and natural resources. Their hard work and dedication are vital in preserving these critical environments, and we are proud of their contributions to this important mission. The SAFPD is our partner in the community and is critical to our wildfire suppression and mitigation efforts.



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Parks and Recreation

- Aquatics
 - Two more sessions of summer swim lessons left
 - Interviewing for Lifeguard III position - Three candidates
 - Changed our credit card system from Card Connect to Paysafe. All our credit card transactions can now be seen in Amilia.
 - The pool has been busy - we had to start a waitlist a few times
 - Fall/Winter hours of operation begin 8/5
 - Monday-Thursday: 6am-1pm and 4-8pm
 - Friday: 6am-8pm
 - Saturday: 10:30am-6:00pm
 - Sunday: 12:00pm-6:00pm
- Recreation
 - Youth Tennis Lessons
 - Available through the end of August
 - 120 participants so far
 - Youth Pickleball Lessons
 - Available for the month of July
 - 20 participants so far
 - Youth Skateboard Lessons
 - Available until October 20
 - 98 participants so far
 - Youth Tennis Camp
 - We are offering a 3-day youth tennis camp July 23 - July 25.
 - 6 out of 8 sports filled.
 - Youth Wrestling Clinic



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- July 15th - July 18th.
 - 22 spots filled so far
- Adult Kickball
 - Team registration is open for Adult Coed Kickball and closes August 2.
 - 3 teams have signed up so far, expecting about 8.
- Youth Football
 - Youth football registration is open.
 - 16 kids have signed up and registration hasn't been open very long.
- Rafting and River Safety
 - Both courses filled all 12 spots.
- Youth Baseball
 - Youth Baseball finishes this week!!
 - we had 194 kids participate this season
- Youth Softball
 - Youth Softball Finishes next week.
 - we had 61 participants this year.
- Adult Softball
 - Adult softball finishes at the end of July.
 - 182 participants this year
- Mobile Recess
 - Mobile Recess will run from 10 am - 1 pm every Wednesday through the end of August.
 - averaging about 60 participants/week
- Events
 - Mobile Recess
 - Date(s): 7/17 (+ every Wednesday thru August)
 - Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100
 - Summer Concert Series
 - Date(s): 7/18
 - Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
 - Heart of the Rockies Rampage Skateboard Competition
 - Date(s): 7/19 & 7/20
 - Time: 8:30am - 6pm
 - Location: Centennial Park Skatepark
 - Attendance: 300
 - Salida Arts Festival
 - Date(s): 7/20 & 7/21
 - Time: 7/20 10am – 6pm, 7/21 10am - 4pm



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- Location: Riverside Park
- Attendance: 200
- Farmers Market
 - Date(s): 7/20 (+ every Saturday thru October)
 - Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Mobile Recess
 - Date(s): 7/24 (+ every Wednesday thru August)
 - Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100
- Summer Concert Series
 - Date(s): 7/25
 - Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
- Dog Agility Competition
 - Date(s): 7/27 & 7/28
 - Time: all day
 - Location: Marvin Park
 - Attendance: 50
- National High School Trail Championship/Beas Knees
 - Date(s): 7/27
 - Time: all day
 - Location: Riverside Park & SMT trails system
 - Attendance: 250
- Farmers Market
 - Date(s): 7/27 (+ every Saturday thru October)
 - Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Mobile Recess
 - Date(s): 7/31 (+ every Wednesday thru August)
 - Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100



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- Summer Concert Series
 - Date(s): 8/1
 - Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
- Farmers Market
 - Date(s): 8/3 (+ every Saturday thru October)
 - Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Mobile Recess
 - Date(s): 8/7 (+ every Wednesday thru August)
 - Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100
- JazzFest
 - Date(s): 8/10 (+ every Wednesday thru August)
 - Time: all day
 - Location: Riverside Park
 - Attendance: 300
- Farmers Market
 - Date(s): 8/10 (+ every Saturday thru October)
 - Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Praise in the Park
 - Date(s): 8/11
 - Time: 7am - 3pm
 - Location: Riverside Park
 - Attendance: 200-300
- Mobile Recess
 - Date(s): 8/14 (+ every Wednesday thru August)
 - Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100



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- Summer Concert Series
 - Date(s): 8/15
 - Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
- Farmers Market
 - Date(s): 8/17 (+ every Saturday thru October)
 - Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Parks
 - Upper Poncha Blvd landscaping complete- 16 trees and 150 shrubs, bushes and grasses
 - Lower Poncha Blvd landscaping almost done- 6 trees, cobble rock, sunset rock, and ascent boulders
 - Mid-summer landscaping clean-up - monarch spur trail, monarch spur park, Marvin river trail
 - Rough mower work- monarch spur trail, dog park, south ark
 - Steam plant landscaping improvements
 - Skatepark maintenance
 - Applications coming in for vacant full-time employee
 - New mowing trailer built out
 - Colorado Trails conference September 25th and 26th at the Steam Plant- Hosted by City parks and trails department and the forest service
 - Trails and conservation masterplan update- Greater Salida area is a top priority yay!

Police

- We had 959 calls for service in June. Calls during FIBArk were actually down this year which was nice to see.
- We conducted an active shooter drill at the Salida High School. This drill was conducted to test our response capabilities and coordinate response with other agencies. Agencies that included were Salida PD, Buena Vista PD, Chaffee SO, Colorado State Patrol, Colorado State Parks, AHRA, Salida Fire, and Chaffee County EMS. It was a successful training, and everyone learned a lot. We hope to never have to utilize this training in a real scenario.
- Officer Knight has nearly completed his Field Training process and should be out on the street as a patrol officer by the end of July.

Public Works

- Planning/Engineering/Construction
 - Planning and Construction
 - Streets
 - Oak Street – Construction of utility service replacements have been initiated.
 - Additional Public Information to be sent out in near future by project PIO.
 - Full closure anticipated late July
 - SRTS CDOT Local Agency Project - Final engineering and CDOT clearances underway.
 - West SH-291 Improvements – Preliminary engineering underway.



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- South Ark Neighborhood – Staff interviewed engineering consultants for Council recommendation.
- Working with Finance Department and financial consultant on Utility Rate Study updates
- Utilities
 - SCADA overhaul and upgrades underway
 - Smart Meter upgrades underway
- Other CIP Items:
 - Pasquale – generator installation completed. Completion of programming remains.
 - Asphalt Maintenance Project completed at Routt, Adams, Eaton Street, and Old Stage Road. Completion of punch list remains.
 - Concrete Maintenance Project – staff surveyed defective sections and project is in the planning phase
- Operations
 - Streets
 - Staff helped with asphalt bump grinding at various locations around town.
 - Staff completed construction of an accessible drop off zone adjacent to Longfellow Elementary.
 - Staff has helped with numerous event street closure and construction coordination

