



# CITY COUNCIL REGULAR MEETING

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

March 05, 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: [https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv\\_5?preview=1](https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1)

### CALL TO ORDER

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

1. Civility Invocation

### CONSENT AGENDA

2. Approve Agenda

3. Approve February 20, 2024 Minutes

4. Approve Special Event Liquor Permit- FIBArk

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

5. Letter of Appreciation- American Legion

6. Letter to Council- Kay Duffy

### PROCLAMATIONS

7. Woman's History Month

### UNFINISHED BUSINESS / ACTION ITEMS

### NEW BUSINESS / ACTION ITEMS

8. **RESOLUTION 2024-21** APPOINTING KRISTI JEFFERSON AS CITY CLERK AND APPROVING EMPLOYMENT AGREEMENT

9. **RESOLUTION 2024-22** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPOINTING THE CITY PROSECUTOR AND APPROVING A PROFESSIONAL SERVICES CONTRACT

10. Regarding F Street Plaza and Future F Street Uses

11. Amplified Sound Permit, High Side! **PUBLIC HEARING**

12. **RESOLUTION 2024-23** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, DECLARING A VACANCY ON THE CITY COUNCIL FOR WARD 3

### COUNCILORS, MAYOR AND CITY TREASURER REPORTS

**Council Reports**

- Critelli, Fontana, Kasper, Naccarato, Pappenfort, Stephens

**Mayor Report**

**Treasurer Report**

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

## Attorney Report

### EXECUTIVE SESSION

13. 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); 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 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), and the following additional details are provided for identification purposes: **City water rights and credits, and necessary legal documents and agreements concerning same**
14. 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: **627 Oak Street Pre-Annexation Agreement with Salida School District R-32-J and related negotiations, terms and discussions**

### ADJOURN



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City Clerk | Deputy City Clerk

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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

February 20, 2024 - 6:00 PM

## MINUTES

Please register for Regular City Council Meeting

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

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To watch live

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

### CALL TO ORDER

#### Pledge of Allegiance

#### Roll Call

### PRESENT

Council Member Suzanne Fontana

Council Member Dominique Naccarato

Council Member Aaron Stephens

Council Member Alisa Pappenfort

Council Member Justin Critelli

Mayor Dan Shore

Treasurer Ben Gilling

### Civility Invocation

### CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve February 6, 2024 Minutes

Approve Amplified Sound Permit- High Side April 14, 2024

Adoption of the Updated Purchasing Policy

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

Salty Riggs spoke during Public Comment.

### UNFINISHED BUSINESS / ACTION ITEMS

*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

**RESOLUTION 2024-17** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING THE UPPER ARKANSAS WATERSHED PARTNERSHIP'S APPLICATION FOR THE NATIONAL PARK SERVICE RIVERS, TRAILS, AND CONSERVATION ASSISTANCE PROGRAM TO ASSIST WITH ECOLOGICAL RESTORATION OF A 1.2-MILE STRETCH OF THE SOUTH ARKANSAS RIVER, INCLUDING A .25-MILE CITY-OWNED PORTION WITHIN THE SOUTH ARK NEIGHBORHOOD PLANNED DEVELOPMENT AREA.

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

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

THE MOTION PASSED.

**RESOLUTION 2024-18** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COMMERCIAL LEASE AGREEMENT WITH STEPH AND JOE BRADY FOR PUBLIC PARKING ON AN APPROXIMATELY .26 ACRE PRIVATE PARCEL LOCATED BETWEEN 1ST AND 2ND STREETS.

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

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

THE MOTION PASSED.

**RESOLUTION 2024-19** AUTHORIZING MAYOR SHORE AS SIGNATORY FOR SALIDA RIDGE APARTMENTS PROJECT.

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

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

THE MOTION PASSED.

**Public Hearing-** To hear community feedback on the Salida Ridge Apartments project, and to officially close the project out.

Mayor Shore opened the Public Hearing at 6:34pm. Assistant Finance Director, Kristen Hussey, and Community Development Director, Bill Almquist, presented the Public Hearing information.

Rikki Boucher and Salty Riggs spoke during Public Comment.

Hearing no other comment, Shore closed the Public Hearing at 6:45pm.

Council discussed the Public Hearing.

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

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

THE MOTION PASSED.

**RESOLUTION 2024-20** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE GRANT AWARD FROM THE COLORADO AERONAUTICAL BOARD.

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

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

THE MOTION PASSED.

### **COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Reports were provided.

### **ADJOURN**

Adjourned at 7:17pm



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City Clerk | Deputy City Clerk

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Mayor Dan Shore

## FIBArk Special Event Permit

FIBArk Whitewater Festival, a fundraising event to support FIBArk's Paddling Program.

Through partnerships with generous local businesses, passionate individuals, and The City of Salida, FIBArk's Paddling Program cultivates local youth participation in whitewater sports and a life-long understanding of river stewardship.

This year's FIBArk's festival is taking place June 13-16, 2024 at Riverside Park. The event will feature whitewater river events for all 4 days from the Office wave down to the Scout wave on the Arkansas River. We will host these competitions and celebrate 76 years of our favorite whitewater festival. Riverside Park will feature a bar, vendors, live music and a kids zone. Children focused entertainment be on Sackett St and G Street. The Boat Ramp will feature our home base for river competition production, vendors and plenty of places for our guests to watch the excitement. Parade TBD based the future of F Street.

This application is just for the approval of the Special Event Liquor Permit. The rest of the application is being finalized with the help of the City's Special Event Committee.

COLORADO DEPARTMENT OF REVENUE  
LIQUOR ENFORCEMENT DIVISION  
1375 SHERMAN STREET  
DENVER CO 80261  
(303) 205-2300

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 4.

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

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

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY2170 ☐ 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

FIBArk Community Paddling Center

State Sales Tax Number (Required)

742232604

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
(include street, city/town and ZIP)PO Box 756  
Salida, CO 812013. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
(include street, city/town and ZIP)Downtown Salida, Riverside Park, F St., Sackett Street  
Salida, CO

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

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

Lindsay Sutton-Stephens

5. EVENT MANAGER

TBD

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN  
ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?☒ NO ☐ YES HOW MANY DAYS? \_\_\_\_\_

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 6/12/2024

Hours From 10 A .m.  
To 10 P .m.

Date 6/13/2024

Hours From 10 A .m.  
To 10 P .m.

Date 6/14/2024

Hours From 10 A .m.  
To 10 P .m.

Date 6/15/2024

Hours From 10 A .m.  
To 10 P .m.

Date 6/16/2024

Hours From 10 A .m.  
To 10 P .m.**OATH OF APPLICANT**

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

SIGNATURE

DocuSigned by:

Lindsay Sutton-Stephens

TITLE

FIBArk BOD President

DATE

2/22/2024

6C5D22A278AD4BB...

**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  
☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

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

License Account Number

Liability Date

State

**TOTAL**

-750 (999)

\$

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(Instructions on Reverse Side)

## APPLICATION INFORMATION AND CHECKLIST

### THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

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

- ☐ **APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- ☐ **THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- ☐ **AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.**
- ☐ **CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

FIBArk Community Paddling Center  
Riverside Park  
F St and Sackett Ave at 170 E Sackett Ave  
Salida, CO 81201

## SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

|      | Date    | Hour                 |         | Date    | Hour                |
|------|---------|----------------------|---------|---------|---------------------|
| FROM | 6/12/24 | 10:00 am-<br>10:00pm | Through | 6/16/24 | 10:00am-<br>10:00pm |

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 5th of March, 2024.

ATTEST:

The City of Salida

\_\_\_\_\_  
City Clerk/Deputy City Clerk

\_\_\_\_\_  
City Administrator

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

# CERTIFICATE OF FACT OF GOOD STANDING

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

FIBARK COMMUNITY PADDLING CENTER

is a

Nonprofit Corporation

formed or registered on 04/15/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141239573 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/08/2024 that have been posted, and by documents delivered to this office electronically through 01/09/2024 @ 13:53:36 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/09/2024 @ 13:53:36 in accordance with applicable law. This certificate is assigned Confirmation Number 15638499 .

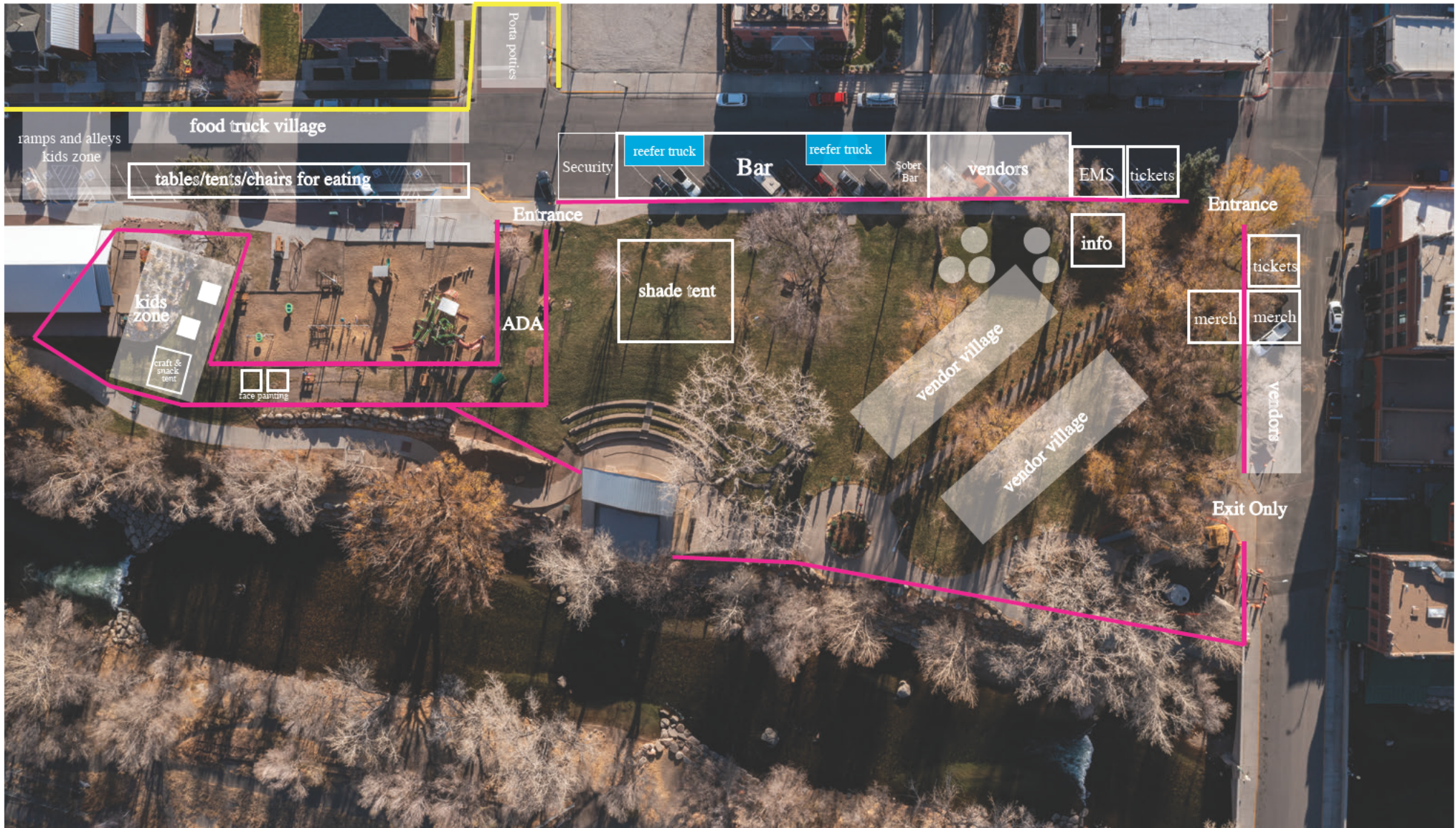


*Jena Griswold*

Secretary of State of the State of Colorado

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

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



- Fencing
- Liquor Consumption Boundaries with Fencing
- Refrigerated storage for ice & Liquor



## Ray Lines Post 64

Chartered July 1, 1921

235 10<sup>th</sup> St., PO Box 1101, SALIDA, CO 81201

Post Commander: Leisl Hammond

Past Post Commander: Dennis Hunter

<https://centennial.legion.org/colorado/post64>

February 21, 2024

Mayor Dan Shore  
City Council Members  
448 E First Street  
Salida, Co. 81201

Ladies and Gentlemen,

We wanted to take this opportunity to thank every member of the City Council and the Mayor for their support of your Veteran community, along with many members of the business and special interested individuals in the recent decision of leaving "F" Street open in 2024.

While this will enable the Veteran organizations to hold historical parade(s) down "F" street this year, without the barrier issues, it will also avail others within the community to the likes of parking downtown for shorter walking distances and ADA support for those with disabilities, plus emergency responders concerns. It will also give others that promote parades and events to use (with proper permitting) to hold activities that have a "history" in Salida.

With this vote, you have acknowledged those needs of many members of the community. The decision by Mayor Shore, requesting a new committee with community individuals (business and other types of community leaders), to do a full evaluation of all options that could be considered for 2025 when deciding about closing "F" Street. This evaluation will be a community response and suggestions where all needs are brought forth and discussed in a fruitful way. This selected group should be able to demonstrate to the council those individual impact, and concern for various options presented in early 2025 for council to consider.

Using a group in this manner shows a sound understanding of what the people of Salida want, and can be evaluated, along with the study of the impact of city tax revenues in 2024 vs other years where "F" street was closed, including the COVID years.

Involvement of the community and the people that each of you represent should be of the highest consideration in your plans going forward with the closure of "F" Street.

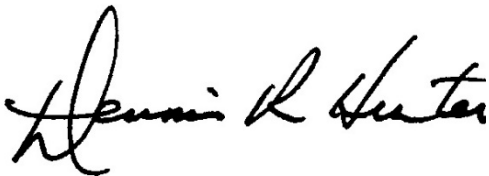
Again, thank you again for your support and acknowledgement of community needs and as for the Veterans we SALUTE YOU!

Respectfully,



Leisl Hammond

Commander Salida Post #64



Dennis Hunter

Past Commander Salida Post #64

Colorado District #12 Commander

**Kay Honigman Duffy LLC**  
Attorney at Law  
*Licensed in Michigan, New York, and Colorado*

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February 29, 2024  
Mayor Dan Shore  
City Council Members  
448 E First Street  
Salida, CO 81201

I want to thank Town Council and Mayor Shore for listening to and addressing the issues of how the F Street closure effected the ambulatory challenged and handicapped members of our community.

In deciding to create a F Street parking committee with all the stakeholders represented is a huge step forward wherein a full evaluation of viable options can be thoroughly explored.

Notably, as of 2023, 23.7% of the population, in Salida, was 65 or older. As of the end of 2022 the Veteran population for Chaffee County is almost 10%. I wish we had numbers on how many of our community members are ambulatory challenged, however in lieu of that I can tell you, I alone, represent over 30 members of the ambulatory challenged local population.

By ambulatory challenged, I am referring to a vast array of handicaps. Such as people who use canes or walkers including those with invisible disabilities for whom every footstep shoots pain. As well as people who have to use wheelchairs.

My clients and I are thrilled to be part of finding a solution moving forward.

Sincerely,  
Kay Duffy

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12030 Las Colinas Drive  
Salida, Colorado 81201  
(970) 618-3256



## Proclamation DECLARING MARCH 2024 WOMEN'S HISTORY MONTH

**Whereas**, women have played and continue to play critical economic, cultural and social roles in our country, state and community by constituting a significant portion of the labor force working inside and outside the home; and

**Whereas**, women have played a unique role throughout history by providing the majority of the volunteer labor force for our country, establishing early charitable philanthropic and cultural institutions; and

**Whereas**, every March, Women's History Month provides an opportunity to honor the generations of trailblazing women and girls who have built our nation, shaped our progress, and despite hardships, exclusion and discrimination, strive and sacrifice for equity and equality in communities across our country; and

**Whereas**, currently there are women serving locally in leadership positions, inspiring the continued work in advancing the rights, opportunities and full participation of women and girls of all backgrounds; and

**Whereas**, women have served our country courageously in the military; and

**Whereas**, International Women's Day, March 8, 2024, is a global celebration of the social, economic cultural and political achievements of women. Each year, this day serves as a powerful reminder of the progress made towards gender equality and highlights the work that still needs to be done. This year's campaign theme "Inspire Inclusion" emphasizes the importance of diversity and empowerment in all aspects of society.

**Now, therefore, the City of Salida does hereby proclaim March 2024, as WOMEN'S HISTORY MONTH in the City of Salida.**

---

Dan Shore, Mayor

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Date



## CITY COUNCIL ACTION FORM

| DEPARTMENT     | PRESENTED BY                     | DATE          |
|----------------|----------------------------------|---------------|
| Administration | Christy Doon, City Administrator | March 5, 2024 |

### **ITEM**

Resolution 2024-21, A Resolution of the City Council for the City of Salida appointing Kristi Jefferson as City Clerk and Approving the Employment Agreement

### **BACKGROUND**

The City posted for the Clerk's position in January 2024. Fifteen applications were received and reviewed based on qualifications by a broad section of staff. Three individuals were interviewed on February 20 by department heads, Mayor Shore, Council member Naccarato, City Attorney Williams and City Administrator Doon.

### **FISCAL NOTE**

The employment agreement is attached, which includes a salary of \$91,700.

### **MAYOR RECOMMENDATION**

Mayor Shore recommends Council approve Resolution 2024-21.

### **SUGGESTED MOTION**

A City Councilmember should state, "I move to approve Resolution 2024-21, A Resolution of the City Council for the City of Salida Appointing Kristi Jefferson as City Clerk and Approving the Employment Agreement" followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 21**  
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPOINTING KRISTI JEFFERSON AS THE CITY CLERK AND APPROVING AN EMPLOYMENT AGREEMENT IN CONNECTION THEREWITH**

**WHEREAS**, Salida Municipal Code § 2-3-40 provides that the City Council possesses the authority to, and shall appoint a City Clerk who shall serve at the pleasure of the City Council (“Council”); and

**WHEREAS**, Colorado Revised Statutes § 31-4-110 prescribes certain powers and responsibilities of the City Clerk, an office which is currently vacant; and

**WHEREAS**, Kristi Jefferson has served the City of Salida for 23 years, serving in a number of roles over that time including serving as the Finance Clerk, Planning Technician, and most recently as the Senior Planner, and has indicated an interest in serving as the City Clerk; and

**WHEREAS**, the Council finds that it is necessary and desirable to appoint Kristi Jefferson to perform the duties and responsibilities of Salida City Clerk and to approve an employment agreement with her in connection therewith.

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

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

**Section 2.** The Salida City Council hereby appoints Kristi Jefferson as the City Clerk for an indefinite term and setting the City Clerk’s salary at \$91,700 per year.

**Section 3.** The Employment Agreement, attached hereto as “Exhibit A,” which sets forth in detail the terms and conditions of the appointments made by Section 2 above, is hereby approved.

**Section 4.** The appointment made by Section 2 of this Resolution shall become effective on March 5, 2024.

RESOLVED, APPROVED AND ADOPTED this 5<sup>th</sup> day of March, 2024.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
 Dan Shore, Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk/Deputy City Clerk

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is entered into and effective as of the 5<sup>th</sup> day of March, 2024, by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and **KRISTI JEFFERSON**, hereinafter referred to as "Jefferson", together referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, City desires to employ the services of Kristi Jefferson to serve as City Clerk; and

**WHEREAS**, it is the desire of the Salida City Council, hereinafter called "City Council," to provide certain benefits, establish certain conditions of employment, and to set the working conditions of Jefferson; and

**WHEREAS**, Jefferson desires to accept employment as City Clerk of the City of Salida; and

**WHEREAS**, the Parties desire to express the employment relationship in written form;

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

### **SECTION I DUTIES**

City hereby agrees to employ Jefferson as City Clerk of the City of Salida to perform the functions and duties specified in the City Clerk job description and to perform other legally permissible and proper duties and functions as City Council shall from time to time assign.

### **SECTION II TERM**

(a) Without waiving any rights to renegotiate and/or terminate this Agreement, Jefferson's term of appointment shall begin on March 5, 2024, and continues indefinitely until terminated by the City or Jefferson as provided for in Section III or IV of this Agreement.

(b) The City Clerk is an appointed City officer who serves at the pleasure of the City Council. Jefferson may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of the City Council, at which time this Agreement would terminate, subject only to the provisions set forth in Section III of this Agreement. The City Council and Jefferson specifically agree that Jefferson's employment with the City is "at will" notwithstanding any personnel or employment rule or policy of the City to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Jefferson to resign at any time from her position with City, subject only to the provisions set forth in Section III of this Agreement.

### SECTION III TERMINATION AND SEVERANCE COMPENSATION

- (a) For the purposes of this Agreement, termination shall occur when:
- (1) a majority of the City Council votes to terminate Jefferson at a duly authorized public meeting; or
  - (2) the City Council, or the citizens by initiative, acts to amend any provisions of the Salida Municipal Code pertaining to the role, powers, duties, authority, responsibilities of Jefferson's position that substantially changes the form of government, in which case the following shall apply: within ten (10) days following the effective date of such change in the form of government, Jefferson must inform the City Council in writing of her election of one of the following two (2) options: (1) that she elects to accept such changes in the form of government and agrees to continue as the City Clerk (or equivalent title under such changed form of government), in which case no termination shall be deemed to have occurred and no Severance Compensation shall be paid; or (2) that she elects to consider the same a termination, in which case she shall leave the employ of the City and Severance Compensation shall be paid; or
  - (3) the City Council reduces the base salary, compensation or any other financial benefit of Jefferson, unless it is applied in no greater percentage than the average reduction of all City employees; or
  - (4) Jefferson resigns.

(b) In the event that Jefferson is terminated pursuant to Section III(a)(1), (2), or (3), and provided that Jefferson is willing and able to perform her duties under this Agreement, the City shall pay to Jefferson "Severance Compensation" in the form of a lump sum payment the amount of one (1) months' aggregate salary. In addition to the applicable Severance Compensation owed hereunder, Jefferson shall be paid for all accrued, unused Personal Time Off (PTO) leave, and one (1) month's health insurance premiums under the insurance policy in force at the time of such termination.

(c) Notwithstanding anything herein to the contrary, the City Council may terminate Jefferson upon a finding by the City Council of an Improper Action. For purposes of this paragraph, "Improper Action" shall mean (i) conduct by Jefferson which is fraudulent or dishonest, or (ii) Jefferson's conviction of a felony or serious crime involving moral turpitude under any federal or state law. In the event Jefferson is terminated for Improper Action, the City shall have no obligation to pay any severance amount or any Severance Compensation. Any termination for Improper Action shall require five (5) days' notice to Jefferson of the reasons for termination, an opportunity for a hearing before the City Council and a majority vote by the entire City Council.

(d) In the event Jefferson voluntarily resigns her position with the City at any time during the term of this Agreement, then Jefferson shall give the City at least two (2) weeks

written notice in advance, unless the Parties otherwise agree. Voluntary resignation by Jefferson will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

#### **SECTION IV DISABILITY**

(a) If Jefferson is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the payment of Severance Compensation set forth in paragraph (b) of Section III.

(b) As used herein, "permanently disabled or otherwise unable to perform her duties" shall be defined as: (1) if Jefferson is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Jefferson's attending physician certifies that Jefferson is unable to perform her duties as set forth herein for the City and that such condition is total and permanent; and (b) in the event that Jefferson does not timely consult such attending physician and the City reasonably believes Jefferson to be so disabled, the City may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Jefferson is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section IV.

#### **SECTION V SALARY**

(a) City agrees to initially pay Jefferson for her services rendered hereunder at an annual rate of [ninety-one thousand seven hundred dollars] (\$91,700.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City agrees to consider and adjust the base salary and other benefits to Jefferson based upon the performance evaluation process described in Section VI of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the Mayor and City Council, and shall be merit based.

#### **SECTION VI PERFORMANCE EVALUATION**

(a) The Mayor and City Council shall review and evaluate the performance of Jefferson at least annually, commencing in or around March of each year.

(b) All such reviews and evaluations shall be in accordance with specific criteria developed jointly by the Mayor, City Council and Jefferson. The criteria may be added to or deleted from as the Mayor and City Council may from time to time determine, in consultation with Jefferson. The Mayor and City Council shall provide Jefferson with an adequate opportunity for Jefferson to discuss her evaluation with the Mayor and City Council.

(c) The City agrees to annually increase Jefferson's compensation, conditioned upon the positive results of the performance evaluation conducted under the provisions of this Section. Increased compensation can be in the form of a salary increase and/or a cost of living adjustment ("COLA") and/or performance incentive and/or an increase in benefits.

(d) The Parties agree that the Mayor and City Council has the right, in its sole discretion, in addition to and not in replacement of the procedures set forth in this Section, to consider Jefferson's performance in executive session in compliance with the Colorado Sunshine Law and the City Code.

## **SECTION VII HOURS OF WORK**

It is recognized that this is a full-time position for which Jefferson must devote a great deal of time outside normal office hours to business of the City and will necessarily be engaged in work during certain evening and weekend hours. As such, Jefferson shall be entitled to arrange and organize her work schedule to best achieve her duties and responsibilities.

## **SECTION VIII AUTOMOBILE MILEAGE REIMBURSEMENT**

Jefferson shall be reimbursed at the then existing I.R.S. rate for mileage incurred using her personal automobile for all trips expended in the performance of her duties as City Clerk which require travel in excess of ten (10) miles in one direction from the corporate limits of the City.

## **SECTION IX PERSONAL TIME AND OTHER LEAVE**

In all respects, Jefferson shall be subject to, entitled to and governed by the general policies of the City identified in its Personnel Manual, as amended from time to time, regarding Personal Time Off ("PTO"), and other leaves, unless otherwise provided for herein, or otherwise required by law. Any accrued PTO or other leave from Jefferson's previous role with the City shall carry over and continue.

## **SECTION X BENEFITS AND PERSONNEL POLICIES**

Except as otherwise provided herein, or otherwise required by law, Jefferson shall enjoy the benefits of, be entitled to, and be subject to, all the general City policies for all full-time employees listed within the City personnel manual, as amended from time to time, regarding all benefits and policies, including, but not limited to, medical, dental and life insurance and long-term disability insurance. Notwithstanding the foregoing, the City shall match the equivalent of up to five percent (5%) of Jefferson's salary to Jefferson's 457 Plan if she chooses to enroll in such Plan, at such times as it makes such Plan contributions for City employees generally, and Jefferson shall become immediately vested in the balance of her Plan account. Jefferson shall receive a City-issued cell phone for her business use, or a stipend for use of her personal phone

for business use, at Jefferson's option, under the same terms and conditions that such phones are provided to other City employees.

## SECTION XI INDEMNIFICATION

Jefferson shall enjoy the benefits of City employees provided in the City of Salida Personnel Policies and Procedures and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk.

## SECTION XII GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Chaffee County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment.** The City shall furnish office facilities, equipment and assistance for Jefferson as the City deems appropriate for the performance of Jefferson's duties.

(c) **Compliance with TABOR.** It is the intent of the City and Jefferson to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section III(c) of this Agreement, will be deemed a termination within the meaning of Section III(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Jefferson's employment is terminated.

(d) **Assignment.** The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Jefferson shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the City Council.

(e) **Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor, City of Salida  
The Touber Building  
448 E. First Street, Suite 112  
Salida, CO 81201

With a copy to: City Attorney Nina P. Williams  
c/o Wilson Williams Fellman Dittman  
1314 Main Street, Suite 101  
Louisville, CO 80027

If to Jefferson: Kristi Jefferson  
P.O. Box 352  
Salida, CO 81201

(f) **Entire Agreement.** This instrument contains the entire agreement of the parties and it may not be changed orally, but only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more City Council members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire City Council.

(g) **Approval.** By execution of this Agreement, the City acknowledges that all required approvals have been obtained by the City Council so that this Agreement shall be fully effective and binding upon the parties hereto.

(h) **Multiple Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the party making such signature.

IN WITNESS WHEREOF, the parties have affixed their signatures as of the date and year first above written.

CITY OF SALIDA, COLORADO

ATTEST:

\_\_\_\_\_  
Sara Law, Interim City Clerk

\_\_\_\_\_  
Dan Shore, Mayor

Kristi Jefferson

\_\_\_\_\_



## CITY COUNCIL ACTION FORM

| DEPARTMENT     | PRESENTED BY                      | DATE          |
|----------------|-----------------------------------|---------------|
| Administration | Christy Doon - City Administrator | March 5, 2024 |

### **ITEM**

Resolution 2024-22, A Resolution of the City Council for the City of Salida appointing \_\_\_\_\_ as City Prosecutor and Approving the Employment Agreement

### **BACKGROUND**

The City posted for the City Prosecutor Position at the end of 2023 after the Council terminated the contract with the presiding City Prosecutor. Since that time, the City's Attorney's Office has been providing prosecutorial services. The City received three proposals, which were presented to the Council at the March 4, 2024, work session, at which the Council interviewed potential prosecutors.

### **FISCAL NOTE**

The employment agreement is attached, which includes a payment of \$1,725 per court session.

### **SUGGESTED MOTION**

A City Councilmember should state, "I move to approve Resolution 2024-22, A Resolution of the City Council for the City of Salida Appointing \_\_\_\_\_ as City Prosecutor and Approving the Employment Agreement" followed by a second and a roll call vote.

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**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 22**  
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
 APPOINTING THE CITY PROSECUTOR AND APPROVING A PROFESSIONAL  
 SERVICES CONTRACT**

**WHEREAS**, Salida Municipal Code § 2-3-10 identifies that a Municipal Prosecutor shall be appointed by a majority of the members of the City Council and shall serve as a department head; and

**WHEREAS**, the Municipal Prosecutor position is currently vacant; and

**WHEREAS**, the City of Salida solicited a Request for Prosecution services in order to fill the vacancy; and

**WHEREAS**, the Salida City Council desires to appoint [REDACTED] to perform all Municipal Court Prosecution services on behalf of the City of Salida Municipal Court.

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

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

**Section 2.** The Salida City Council hereby appoints [REDACTED] as the Municipal Prosecutor and sets the Municipal Prosecutor's maximum salary at a rate of \$1,725.00.

**Section 3.** The Employment Agreement, attached hereto as "Exhibit A," which sets forth in detail the terms and conditions of the appointments made by Section 2 above, is hereby approved.

**Section 4.** The appointment made by Section 2 of this Resolution shall become effective on March 5, 2024.

RESOLVED, APPROVED AND ADOPTED this 5<sup>th</sup> day of March, 2024.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
 Dan Shore, Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk/Deputy City Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 5th day of March, 2024 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation ("City") and [REDACTED] ("Contractor").

WHEREAS, the City desires that Contractor perform the services of Municipal Prosecutor as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.
2. Consideration. The City agrees to compensate Contractor up to One Thousand Seven Hundred Twenty-Five Dollars (\$1,725.00) for each court session, including review of the docket and reports, conducting arraignments, pretrial conferences and preparing for and conducting jury trials, appeals, and marijuana and liquor hearings. The City shall make payment within thirty (30) days of receipt and approval of invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.
3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.
4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.
5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Governmental Immunity Act, that the Contractor is

responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000.00) each occurrence. The limits of said insurance shall not, however, limit the liability of the Contractor hereunder.
7. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
8. Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:
  - a. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of notice of termination; and
  - b. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section.
9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.
11. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.
12. Governmental Immunity Act. No term or condition of this Agreement 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.*

13. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.
14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.
15. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.
16. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
17. Notices. Any written notice required to be given under this Agreement shall be delivered as follows:
 

|                    |  |
|--------------------|--|
| To the City:       | City Administrator<br>City of Salida<br>448 E. 1 <sup>st</sup> Street, Suite 112<br>Salida, CO 81201<br>(719) 530-2629 |
| Copy to:           | Wilson Williams Fellman Dittman<br>Attn. Nina P. Williams<br>1314 Main Street, Suite 101<br>Louisville, CO 80027       |
| To the Contractor: | [Name of selected Prosecutor]<br>[Address]   |
18. Authority. Each person signing this Agreement, and any addendums or attached hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions thereof.
19. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: \_\_\_\_\_  
Dan Shore, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF CHAFFEE       )

The foregoing Agreement for Professional Services was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2024, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A****Scope of Services and Fee Schedule****SCOPE OF WORK**

The Municipal Prosecutor for the City of Salida will represent the City in the prosecution of violations of the Salida Municipal Code in the City's Municipal Court and related prosecutorial functions (i.e. plea negotiations, sentencing recommendations, probation revocations and contempt hearings). Legal services will include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation, appeals to Municipal and District Court and all related work required to properly represent the City in the following areas:

1. Prosecute violations of the Salida Municipal Code.
2. Prepare for and attend trials (once per month), hearings, and other criminal and civil case activities.
3. Review facts and law, conduct legal research, prepare pleadings, and conduct defense interviews.
4. Conduct pretrial conferences, including negotiation of plea agreements offers and terms of deferred prosecution.
5. Perform professional legal work (carrying the highest levels of volume, complexity, consequence, autonomy and responsibility), including regularly drafting subpoenas, motions, notices and proposed order.
6. Collaborate and confer with the City Attorney, as needed, including consulting with the City Attorney on interpretations of the Salida Municipal Code and appeals.
7. Work with the City Attorney, City Administrator, Chief of Police, and additional City Staff in preparing matters for Municipal Court prosecution and other duties as required by the Salida City Council.



## COUNCIL ACTION FORM

| DEPARTMENT     | PRESENTED BY                      | DATE          |
|----------------|-----------------------------------|---------------|
| Administration | Christy Doon - City Administrator | March 5, 2024 |

### **ITEM**

Regarding F Street Plaza and Future F Street Uses

### **BACKGROUND**

In 2020, in response to the COVID-19 pandemic, the City of Salida closed F Street, from Sackett to 2<sup>nd</sup> Street to allow for restaurants and other retail establishments to move some operations outdoors. F Street was closed from approximately Memorial to Labor Day Weekends. In 2021 the street closure was then extended to a half block of F Street between 2<sup>nd</sup> and 3<sup>rd</sup>. During the closure, minor improvements to the area were made, including more substantial barricades at the end of each block (painted and some with flowers), additional covered seating in various parking areas, the placement of a community stage in front of Natural Grocers, to name a few.

In early November, a survey was released, which asked a number of questions regarding the amenities available during the closure, the effectiveness of the closure and how often residents and visitors traveled downtown. The responses show a wide cross-section of opinions about the closure. The survey results are attached.

Points for the Council to consider during discussion –

- During the closure, access to downtown buildings by fire or other public safety officers is severely limited. The downtown is the highest risk area for the fire department.
- A full implementation of a permanent pedestrian plaza would cost in the multi-millions of dollars. Currently, the improvement is not reflected in the City's Long Term Financial Management Plan.
- ADA improvements at the corners of F Street and 2<sup>nd</sup> Street and F Street and 3<sup>rd</sup> Street are currently in the design phase, with completion planned for 2025. Those improvements include expansion of the sidewalks on those corners, which could include additional pedestrian space or other amenities meant to slow traffic and create a greater sense of safety.
- The community stage can be relocated to Alpine or Marvin Park and be programmed by event organizers in other locations.
- The option for businesses to expand into parking spots in front of their buildings still exists. These permits are available through the Community Development Office.
- The City is currently working to improve the wayfinding signage throughout the community, including in the downtown core. This includes additional information about available parking, location to other businesses and access to trails and parks.
- In order for the street to be closed the majority of the time and opened for parades, staff would be required to move barricades, remove extended patios or other in-street amenities and provide additional public safety staff to ensure no cars are parked on the street after the event. The Fire and Police Departments have indicated safety concerns given the encroachment of some businesses into the street, with less than the minimum 20' of traffic lane. In addition, tents and expanded businesses into the streets would require cooperation by and assistance from all the businesses on F Street.



## COUNCIL ACTION FORM

|                                     |  |                              |
|-------------------------------------|--|------------------------------|
| <b>DEPARTMENT</b><br>Administration | <b>PRESENTED BY</b><br>Christy Doon - City Administrator | <b>DATE</b><br>March 5, 2024 |
|-------------------------------------|--|------------------------------|

### FISCAL NOTE

City Council asked staff to present financial information regarding F Street improvements that could be completed with or without the street being closed to vehicles.

| Action   | Explanation   | Additional cost estimate                        |
|--|---|---|
| Close only 1 <sup>st</sup> and 2 <sup>nd</sup> blocks                      | Simplify the plaza and traffic flow.  | \$0   |
| Move the stage to Alpine or Marvin   | The community and City may be able to program more opportunities if it was in a different location.   | \$0   |
| Flower Baskets   | 13 baskets on F St. between Sackett and 2 <sup>nd</sup> . No baskets on 1 <sup>st</sup> street. Mostly staff time to water 2x/day 7 days a week. Other options may be possible.   | \$37,462 annually                               |
| Pedestrian Wayfinding  | Additional wayfinding signs to encourage off F St. exploration.   | \$15,000  |
| Add tree lighting  | Solar lights for street trees and light poles for evening ambiance in both the good weather months and through the holidays   | \$2,000 - \$3,000                               |
| Overhead lighting/decorations  | Work with F Street building owners to install guy wires between two-story buildings/light poles that evening mood lighting and decorations can be attached to, inc. during the holidays. Could work for certain festival times, as well. There is some concern from the FD that these lights would be torn out if the ladder truck was deployed.  | ~\$10,000 for installation and materials        |
| Install speakers   | Attach waterproof, Bluetooth speakers to light poles and/or F Street buildings for broadcasting holiday music and other ambient music   | ~\$5,000 depending upon # of locations          |
| Bollards   | Would replace the current concrete barricades. Would still require hours of installation and removal as needed (for parades, etc)   | \$225,000 for purchase and initial installation |
| Intersection improvements at F and 2 <sup>nd</sup> , F and 3 <sup>rd</sup> | Includes upgraded ADA parking/ramps, crosswalks, bumpouts for additional bike parking, stamped concrete and other decorative options. These improvements are planned for 2025. Planters, benches, and trash receptacles could also be included for additional pedestrian amenities as well as increasing the size of the area by moving it into one parking spot at the corner. These improvements will improve the walkability and additional amenities whether F St. is open to traffic or not. | \$600,000                                       |



## COUNCIL ACTION FORM

| DEPARTMENT     | PRESENTED BY                      | DATE          |
|----------------|-----------------------------------|---------------|
| Administration | Christy Doon - City Administrator | March 5, 2024 |

A full closure ped mall is a possibility but it is currently estimated at \$3M+ for pavers, drainage improvements, access, irrigation, landscaping other likely utility upgrades. This does not include the additional staffing demands likely necessary to support these improvements.

### **STAFF RECOMMENDATION**

Two Council members requested this item be included and it is therefore attached for your discussion and consideration.

### **SUGGESTED MOTION**

A City Councilmember would state, "I move to \_\_\_\_\_"  
followed by a second and a roll call vote.



## CITY COUNCIL ACTION FORM

|                                     |  |                              |
|-------------------------------------|--|------------------------------|
| <b>DEPARTMENT</b><br>Administration | <b>PRESENTED BY</b><br>Sara Law – Interim City Clerk | <b>DATE</b><br>March 5, 2024 |
|-------------------------------------|--|------------------------------|

### **ITEM**

Amplified Noise Permit – High Side! Bar and Grill – Public Hearing

### **BACKGROUND**

Per City Council direction, certain amplified Noise Permits are subject to public hearings as they relate to dates, hours of operation, and decibel levels. The City has received an application from High Side! Bar and Grill, located at 300 West Sackett Avenue, to host the Ski Patrol Fundraiser on March 29<sup>th</sup>, 2024 from 6-11pm. Amplified Noise Permits are allowed to be approved administratively certain times a year by the City Administrator until 10pm; as the proposed end time is outside of that window, a public hearing shall be held to receive feedback from the public.

Public notice was posted on the property and on the City's website. The permit application is also attached for review.

### **FISCAL NOTE**

None.

### **STAFF RECOMMENDATION**

Staff recommends approval of the amplified Noise Permit for High Side! Bar and Grill for Ski Patrol Fundraiser, between the hours of 6:00 p.m. and 11:00 p.m.

### **SUGGESTED MOTION**

Following a public hearing, a City Councilmember should state, "I move to approve an amplified Noise Permit for High Side! Bar and Grill, located at 300 West Sackett Avenue, for the Ski Patrol Fundraiser to be held on March 29, 2024, between the hours of 6:00 p.m. and 11:00 p.m.", followed by a second and a roll call vote.



## 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, 4<sup>th</sup> 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](mailto:deputyclerk@cityofsalida.com). If that is not possible, they can be submitted in-person to 448 E 1<sup>st</sup> 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: Angela Winston

Applicant Business/Organization: High Side! Bar & Grill

Applicant Phone: 9709807359

Applicant Email: highsidesalida@gmail.com

Applicant Address: 300 West Sackett Ave. Salida. CO 81201

Sound Supervisor<sup>1</sup>: Angela or Chief Winston

Sound Supervisor Phone: 9709807359

**II. Event Information.**

Description of Event: Ski Patrol Fundraiser

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Attendance: 100

Date(s): March 29, 2024

Hours of Event: 6-11pm

Location of Event: High Side! Bar & Grill

\_\_\_\_\_

<sup>1</sup> 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:

PA

### IV. Agreement.

As the applicant for this noise permit, I, Angela Winston, 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:

(Typed or Digital signature accepted)

Date:

2/7/24

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

### II. Conditions and Limitations Applicable to this Permit.

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

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### III. Expiration.

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

Date(s): \_\_\_\_\_

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

### For use by the City Administrator only:

Application granted: [ ] Yes [ ] No

Signature: \_\_\_\_\_

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

**TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE**

**NOTICE:** that on March 5<sup>th</sup>, 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/6382995264411204366>. The hearing concerns a Noise Permit Application filed by Angela Winston of High Side! Bar & Grill, located at 300 W Sackett Ave, Salida, CO, 81201.

The applicant is requesting to provide amplified sound outdoors from 6-11pm on March 29<sup>th</sup> which cannot be administratively approved since it is out of season and out of hours of operation. As such, it must go to a Council public hearing.

Interested persons are encouraged to attend the public hearings. Further information on the application may be obtained from the City Clerk at 719 530 2632.

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



## CITY COUNCIL ACTION FORM

| DEPARTMENT     | PRESENTED BY                      | DATE          |
|----------------|-----------------------------------|---------------|
| Administration | Christy Doon - City Administrator | March 5, 2024 |

### **ITEM**

Resolution 2024-23- A Resolution of the City Council of the City of Salida, Colorado, Declaring a Vacancy on the City Council for Ward 3

### **BACKGROUND**

On Tuesday, February 6<sup>th</sup>, City Councilmember Harald Kasper announced his resignation from the position of Councilman for Ward 3 for the City of Salida, effective immediately. The Salida City Council and staff thank Councilmember Kasper for his years of service to the City.

The City is hereby seeking to fill the Ward 3 vacancy. Interested candidates need to submit an application to the City Clerk's Office located at 448 E. 1<sup>st</sup> Street Suite 112, Salida, CO 81201 or via email to the Interim City Clerk, Sara Law at [sara.law@cityofsalida.com](mailto:sara.law@cityofsalida.com) by March 13, 2024 by 4pm. The application can be found on our City Council page at this link <https://www.cityofsalida.com/elected-citycouncil/page/city-council>.

Colorado Revised Statutes state that if any vacancy occurs in the office of Council because of a resignation the same shall be filled by appointment by a majority vote of the City Council. Candidates need to have resided in the ward in which he or she is a candidate for a period of at least twelve consecutive months.

Candidates will be interviewed by the City Council during the March 18, 2024 Work Session and the selected candidate will be subsequently appointed at a Regular Meeting of the City Council.

### **FISCAL NOTE**

There is no fiscal note attached to this Resolution.

### **SUGGESTED MOTION**

A Council person should move to "approve Resolution 2024-23, A Resolution of the City Council of the City of Salida, declaring a vacancy on the City Council for Ward 3", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 2024-23**  
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
DECLARING A VACANCY ON THE CITY COUNCIL FOR WARD 3**

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

**WHEREAS**, the City is further governed by the Salida Municipal Code (“Code”); and

**WHEREAS**, Section 2-2-10 of the Code dictates all of the requirements for the Salida City Council (“Council”) including the role of the Council, qualifications to be on the Council, and vacancy procedures; and

**WHEREAS**, pursuant to Section 2-2-10(c) of the Code, Council members must reside in the ward from which they are elected for at least twelve months preceding the of their election and must be a registered elector therein; and

**WHEREAS**, Section 2-2-10(c) of the Code further states that if, during their term in office, a Councilmember stops being a resident of their ward, the seat will be deemed vacant upon declaration of the Council of the vacancy; and

**WHEREAS**, pursuant to Section 2-2-10(d) of the Code, any vacancy must be filled by a majority vote of the Council withing sixty days after the vacancy; and

**WHEREAS**, at the Council meeting on February 6, 2024, Harold Kasper resigned his seat as a Ward 3 Council member.

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

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

**Section 2.** The Salida City Council hereby declares that a vacancy on the Salida City Council exists in Ward 3.

**Section 3.** The Salida City Council hereby declares that the vacancy must be filled by April 9, 2024.

RESOLVED, APPROVED AND ADOPTED this 5<sup>th</sup> day of March, 2024.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Dan Shore, Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk/Deputy City Clerk