



# CITY COUNCIL REGULAR MEETING

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

February 06, 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 January 16, 2024 Minutes

4. Approval for full release of Performance Guarantee amount for the Papp Minor Subdivision

5. Approve a Professional Services Agreement for Sewer Line Condition Assessment

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

6. Letter from RT Taylor

7. Letter from Vince Phillips

### PROCLAMATIONS

8. Black History Month

### UNFINISHED BUSINESS / ACTION ITEMS

9. **Ordinance 2024-02** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING THE MANAGEMENT AGREEMENT WITH INTERSTATE PARKING MANAGEMENT, **FINAL READING AND PUBLIC HEARING**

10. **Ordinance 2024-03** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 4-6-10 OF THE SALIDA MUNICIPAL CODE TO MODIFY THE SHORT TERM RENTAL TAX RATE, **FINAL READING AND PUBLIC HEARING**

### NEW BUSINESS / ACTION ITEMS

11. **Resolution 2024-13** Approving an Amended Pre-Annexation Agreement with Salida School District for the property located at 627 Oak Street

12. **Resolution 2024-14** Approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 of the Salida Municipal Code

13. **Resolution 2024-15** Amending Resolution 2023-42 Certifying Delinquent charges, assessments, or taxes to the Chaffee County Treasurer to be added to the 2023 Tax Roll to Corrected Amounts

14. **Resolution 2024-16** Authorizing the Lease Agreement with the FIBArk Community Paddling Program for the Lease of the FIBArk Boathouse

### COUNCILORS, MAYOR AND CITY TREASURER REPORTS

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

**Council Reports**

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

**Mayor Report**

**Treasurer Report**

**Attorney Report**

**Staff Reports**

**EXECUTIVE SESSION**

15. 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**

**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

January 16, 2024 - 6:00 PM

## MINUTES

### CALL TO ORDER

#### Pledge of Allegiance

#### Roll Call

#### PRESENT

Council Member Suzanne Fontana

Council Member Dominique Naccarato

Council Member Aaron Stephens

Council Member Harald Kasper

Council Member Alisa Pappenfort

Mayor Dan Shore

Treasurer Ben Gilling

#### ABSENT

Council Member Justin Critelli

#### Civility Invocation

### CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve January 2, 2024 Minutes

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

Katy Blawton, Wayles Martin, Nicole Hansen, Harry Hansen, Nikki Maines, Leslie Jorgensen, Jane Templeton, Chris Eaton, Nancy Dominick, Danny Taylor, and Adam Martinez spoke during Public Comment.

### UNFINISHED BUSINESS / ACTION ITEMS

**Ordinance 2024-01** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, AMENDING CHAPTER 18 OF THE SALIDA MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE; THE 2021 INTERNATIONAL RESIDENTIAL CODE; THE 2021 INTERNATIONAL FIRE CODE; THE 2021 INTERNATIONAL FUEL GAS CODE; THE 2021 INTERNATIONAL MECHANICAL CODE; 2021 INTERNATIONAL PLUMBING CODE; THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE; THE 2021 INTERNATIONAL EXISTING BUILDING CODE; THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE 2021 INTERNATIONAL SWIMMING POOL & SPA CODE; THE MOST CURRENT VERSION OF THE NATIONAL ELECTRIC CODE WHICH HAS BEEN ADOPTED BY THE COLORADO STATE

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ELECTRIC BOARD; THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND MAKING CONFORMING AMENDMENTS TO CHAPTER 18 OF THE SALIDA MUNICIPAL CODE, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Administrator Christy Doon presented the Ordinance.

Matt Nykiel spoke regarding the Ordinance.

Hearing no other comment, Shore closed the Public Hearing.

Council discussed the Ordinance.

Council Member Naccarato moved to approve the Ordinance on Final Reading, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

## **NEW BUSINESS / ACTION ITEMS**

### **Appointment of Sara Law as Interim City Clerk and adjustment of her salary for the period of such appointment**

Council Member Fontana moved to appoint Sara Law as the Interim City Clerk and adjust her salary for the period of such appointment, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

### **Appointment of Chaffee County Community Fund Community Grants Review Committee**

Council Member Pappenfort moved to appoint Council Member Fontana to the Chaffee County Community Fund Community Grants Review Committee, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

### **Resolution 2024-10 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR 1030 ILLINOIS AVENUE.**

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

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

THE MOTION PASSED.

### **Resolution 2024-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING AN APPLICATION FOR STATE GRANT FUNDS TO ASSIST IN THE IMPLEMENTATION OF AFFORDABLE HOUSING EFFORTS IN COMPLIANCE WITH THE**

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## REQUIREMENTS OF STATE OF COLORADO PROPOSITION 123 AND COMMITTING LOCAL MATCHING FUNDS

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

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

THE MOTION PASSED.

### **Resolution 2024-12** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE TREE BOARD PURSUANT TO SECTION 2-12-10 OF THE SALIDA MUNICIPAL CODE

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

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

THE MOTION PASSED.

### **Ordinance 2024-02** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING THE MANAGEMENT AGREEMENT WITH INTERSTATE PARKING MANAGEMENT, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Naccarato moved to approve the Ordinance on First Reading and set a Final Reading and Public Hearing for February 6, 2024, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

### **Ordinance 2024-03** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 4-6-10 OF THE SALIDA MUNICIPAL CODE TO MODIFY THE SHORT TERM RENTAL TAX RATE, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Kasper moved to approve the Ordinance on First Reading and set a Final Reading and Public Hearing for February 6, 2024, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

Voting Nay: Council Member Fontana

THE MOTION PASSED.

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

Reports were given.

**ADJOURN**

Adjourned at 7:58 p.m.



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City Clerk | Deputy City Clerk

Mayor Dan Shore



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	February 6, 2024

### **ITEM**

Approval for full release of Performance Guarantee amount for the Papp Minor Subdivision.

### **BACKGROUND**

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

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

On October 4, 2022 Council approved a partial release in the amount of \$138,598.47 leaving a remaining balance of \$53,899.41 for the 1 year warranty period.

Attached is a letter from Public Works Director David Lady stating that there are no outstanding warranty items and recommends full release of the remaining \$53,899.41.

### **FISCAL NOTE**

There are no budget implications with the approval.

### **STAFF RECOMMENDATION**

Staff has identified that the request meets the requirements set forth in the Subdivision Improvement Agreement and recommends Council release the remaining Performance Guarantee in the amount of \$53,899.41.

### **SUGGESTED MOTION**

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

Followed by a second and then a vote.



January 24, 2024

RE: Papp Minor Subdivision, Salida, Colorado  
End of Warranty for Public Improvements

To: Deborah Papp, Developer

This letter provides notice to the developer that the warranty period for public improvements has expired, and no additional warranty items have been identified. Staff recommends release of the remaining performance and warranty guarantee.

Thanks,

A handwritten signature in black ink that reads "David Lady". The signature is written in a cursive, flowing style.

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

cc: Bill Almquist  
Director of Community Development



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 6, 2024

### **ITEM**

Council Action – Approve a Professional Services Agreement for Sewer Line Condition Assessment  
Consent Agenda

### **BACKGROUND**

The City of Salida owns and maintains the wastewater collection system within the service areas of Salida and Poncha Springs. The City has a maintenance program that includes scheduled line cleaning and inspection of mains. The City currently jets and inspects mains on a periodic basis in conformance with insurance-related requirements and as needed for specific line maintenance needs. These processes require approximately 3000 hours of labor each year.

In recent years, non-invasive diagnostic inspection using sonar (SL-RAT) has been developed and can be used for a much more efficient method for identifying lines that need maintenance or are indicating partial blockages. Incorporating this technology into the City's maintenance programs will allow for efficient utilization of staff time and is expected to further improve the level of service for customers by proactively identifying maintenance needs. Additional information will be available following the first/trial year of performing this inspection process but is it estimated that labor requirements would be cut in half. This is helpful for allowing other maintenance programs to be fully implemented. Final deliverables will have condition assessment integrated into GIS and allow for the advancement of technologies that will enhance service and assist with the prioritization of capital planning.

The project was advertised, and bids were received on December 29, 2023 as follows:

RH Borden and Company, LLC	\$69,157.90
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It is noted that this line of work is specialized and only a number of companies currently perform this service using the technology. RH Borden is based in Utah with multiple public utility customers in Colorado. RH Borden completed an on-site demo for staff and answered questions related to the final product.

### **FISCAL NOTE**

The 2024 budget for sanitary sewer contracted services is as follows:

\$60,000 (21-30-5298)	Contracted Services
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A budget amendment is not anticipated at this time.



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 6, 2024

### **STAFF RECOMMENDATION**

Approve a Professional Services Agreement with RH Borden and Company, LLC and authorize the City Administrator to enter into a Professional Services Agreement in the amount of \$69,157.90 with a total project budget of \$75,000.00.

### **SUGGESTED MOTION**

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

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# New Technology — Acoustic Inspection

Item 5.

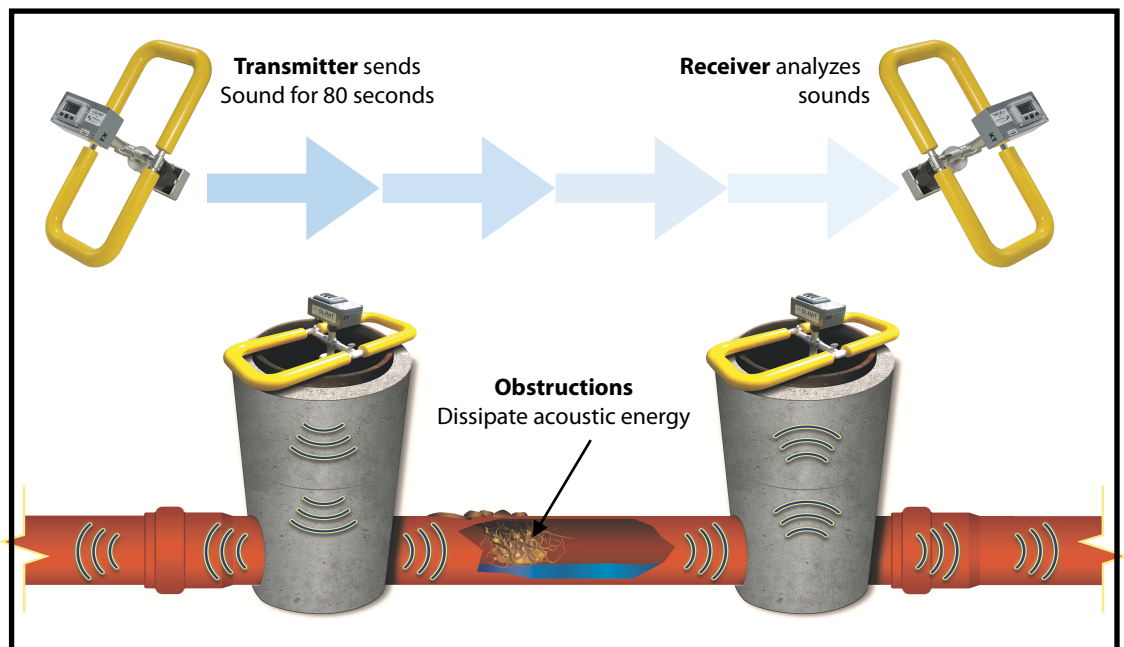


## The Sewer Line - Rapid Assessment Tool (SL-RAT)

- Developed by InfoSense in 2008
- Uses acoustics to assess sewer lines
- Recommended by the EPA
- Used by hundreds of utilities worldwide
- Holds ASTM standard for use

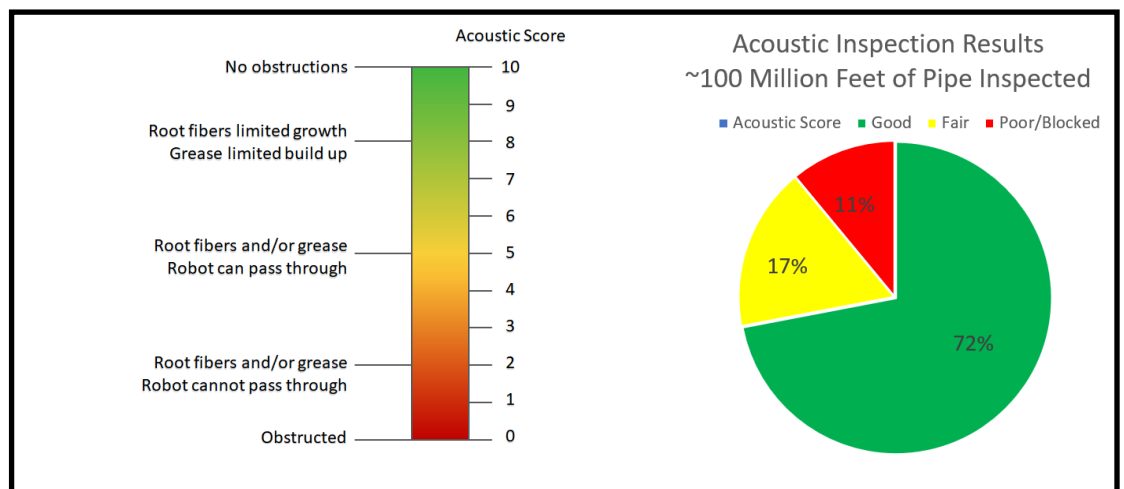
### How it works:

The SL-RAT comes in two parts: a transmitter and a receiver that are placed on adjacent manholes. The transmitter sends tones down the pipe and the receiver analyzes those tones for degradation. Based on the quality of the sound, each pipe segment is given a blockage score from 0 to 10.



### The Results:

Pipe segments scoring a 7 or above are flowing freely and need no further work. The SL-RAT has been used to inspect over 100 million feet of pipe, and in the average system, 72% had excess flow capacity. That means that more than 72 million feet of pipe did not need to be cleaned.



[www.rhborden.com](http://www.rhborden.com)

How would you predict a mass shooting? You'd have a white guy armed with an AR 15 and an attitude. Here we have Danny Taylor armed with an AR 15 yelling and addressing people across the street as motherf...ing faggots. I can't imagine anybody not being "alarmed " about such a situation. Some people might be terrified. It's time to take a stand about this stuff. How about enforcing Colorado State Revised Statutes Title 18, Article 9, Paragraph e? "A person commits disorderly conduct if he or she intentionally, knowingly, or recklessly, not being a peace officer, displays a deadly weapon in a public place in a manner calculated to ALARM."

He doesn't get to decide if he is alarming folks.

Thanks Sara, please send this to the Council and include it in the next council packet.

R.T. Taylor

Mayor City of Salida 1998

Council denies interfering in the Ballot Issue 300 election, yet according to the Mountain Mail:

“Shore said that in the weeks leading up to the first reading, he received emails from community members asking why the council was considering lowering the STR tax, to which he replied that during election season, voters who would have voted “yes” on Proposition 300 voted “no” instead because of council’s promise to look further into reducing the nightly tax rate following the election. “

Offering to use the power of office in return for a desired vote sure sounds like interference!

City Attorney Geoff Wilson gave us gibbering hypotheticals, camouflaging his inability to defend the indefensible.

Council influenced the election by fostering this now widely held belief: the sponsors of 300 hate affordable housing! How dare they petition voters to retain their own money-that’s stealing from the houseless! Never mind the reality: some local STR owners barely scrape by.

But if harming housing affordability is the issue, who are the biggest offenders? Council for starters. The money spent on recreation dwarfs the STR Tax. Why not vilify the council for repeatedly prioritizing luxuries over necessities? Why wasn’t the \$500K spent on the goofy Scout Wave used for housing instead? Or in-lieu-of fees collected from developers-where did that money go? The 2024 Salida budget is \$49M. Is focus on the paltry \$0.7M STR Tax a purposeful distraction?

Council also allowed STRs to proliferate unchecked for years, then suddenly overtaxed it and damaged the local economy. And what about the realtors who lined their pockets selling local’s housing to outside investors for the express purpose of converting into STRs?

Not content to campaign on the factual pros/cons of 300, the personal lives of the sponsors became fair game. Officials actively participated in the politics of personal destruction, spreading this venom to supporters. But the hatred ginned-up during the election did not dissipate after the election, instead taking on a life of its own.

The sponsors of 300 are being scapegoated as if they personally created the housing quagmire. Meanwhile those who should bear the brunt for mishandling the crisis walk this community with heads held high.

Please reject serving as instruments of retribution for callous, self-absorbed city officials deflecting attention from their own failings.

“Hate, it has caused a lot of problems in the world, but has not solved one yet.” – Maya Angelou

Vince Phillips, Salida

## Proclamation

### Celebrating February as Black History Month 2024

**Whereas**, during Black History Month we honor the extraordinary contributions made by African Americans throughout the history of our Republic, and we renew our commitment to liberty and justice for all; and

**Whereas**, during Black History Month we recognize the achievements of African Americans and their role in shaping history along with the contributions that African Americans have made to enhance the economic, cultural, spiritual and political development of our Country; and

**Whereas**, during Black History month we recognize the essential role of African Americans in shaping the story of America and honor their courage and contributions; and

**Whereas**, the omission of much of the history and contributions of African Americans from textbooks and other literature has impeded awareness and appreciation; and

**Whereas**, the celebration of Black History Month is a positive way of recognizing the culture and history of African Americans as vital to the core beliefs and values of this society; and

**Whereas**, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom.

**Now, therefore, the Salida City Council does hereby proclaim and declare** the month of February as Black History Month in Salida, Colorado, and further encourages all Salidans to observe this month with appropriate programs, ceremonies, and activities.

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Dan Shore, Mayor

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Date



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 6, 2024

### **ITEM**

Ordinance 2024-02, **AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING THE MANAGEMENT AGREEMENT WITH INTERSTATE PARKING MANAGEMENT. FINAL READING AND PUBLIC HEARING**

### **BACKGROUND**

The City of Salida is interested in establishing a parking management program in the downtown. Understanding that the program requires substantial set up, monitoring and on-going operational maintenance, the City is interested in contracting with a third-party to manage the program.

Per the contract, Interstate Parking will employ a sufficient number of personnel capable of managing and maintaining the parking facilities.

Interstate Parking will work with City staff and residents to ensure vehicles are properly registered, based on residency and/or employment, and will assist the City in education and community engagement.

### **FISCAL NOTE**

Per the contract, the City will compensate Interstate Parking fifty percent (50%) of all net revenue, on a monthly basis based upon the prior month's Net Revenue.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council approve Ordinance 2024-02.

### **SUGGESTED MOTION**

A City Councilmember should state, "I move to approve Ordinance 2024-02 An Ordinance of the City Council for the City of Salida, Colorado, Approving the Management Agreement with Interstate Parking Management on Final Reading" followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 2  
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO, APPROVING THE MANAGEMENT AGREEMENT WITH  
INTERSTATE PARKING MANAGEMENT**

**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**, Interstate Parking provides municipalities with parking services, including infrastructure, employees, and parking enforcement; and

**WHEREAS**, the City will benefit from hiring an outside company to manage and enforce parking within the City to free the Police Department to deal with other calls and ordinance enforcement; and

**WHEREAS**, the City recognizes that activities in its downtown necessitate public parking and having reliable enforcement of parking restrictions would benefit the residents, local businesses, customers, and tourists alike; and

**WHEREAS**, the Salida City Council now approves the execution of the Management Agreement between the City of Salida and Interstate Parking, attached hereto as **Exhibit A**.

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

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

**Section 2.** The Salida City Council hereby approves the City to enter into the Management Agreement, attached hereto as **Exhibit A**.

**Section 3.** The Salida City Council hereby approves and authorizes the City to enter into the Management Agreement attached hereto as **Exhibit A**.

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

**INTRODUCED, ON SECOND READING FINALLY ADOPTED AND ORDERED PUBLISHED IN FULL by the City Council this \_\_\_ day of \_\_\_\_\_, 2024.**

CITY OF SALIDA

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

ATTEST:

(SEAL)

By: \_\_\_\_\_  
City Clerk Erin Kelley

**Exhibit A**

**Management Agreement between the City of Salida and Interstate Parking Services**

# PARKING MANAGEMENT AGREEMENT FOR THE CITY OF SALIDA

This MANAGEMENT AGREEMENT is executed on December 29th, 2023 by **INTERSTATE PARKING COMPANY OF COLORADO LLC** (herein called "Interstate"), and **CITY OF SALIDA** (herein called "Owner").

WHEREAS, Owner owns the parking Facilities are located in the City of Salida, in Chaffee County, Colorado containing approximately 750 parking spaces (hereinafter referred to as the "Parking Facilities");

AND WHEREAS, Owner desires to engage Interstate to manage the Parking Facilities and Interstate desires to manage the Parking Facilities.

NOW, THEREFORE, Owner and Interstate agree as follows:

## 1 Engagement

- 1.1 Owner hereby engages Interstate, and Interstate hereby accepts engagement by Owner, to manage and maintain the Parking Facilities in a first-class manner in accordance with the terms and conditions hereinafter set forth.

## 2 Term and Termination

- 2.1 The term of this Agreement will commence April 1<sup>st</sup>, 2024 (the "Commencement Date") and continue for a period of three (3) years thereafter through March 30th, 2027 (the "Initial Term") subject to annual appropriation. Upon expiration of the Initial Term, this agreement shall automatically renew for subsequent one (1) year periods (each year an "Extended Term") unless either party provides advance written notice to the other at least thirty (30) days prior to the end of the then current Extended Term. As used hereinafter, the Initial Term and Extended Term shall be referred to as the "Term." Each twelve (12) month period following the Commencement Date shall be referred to as an "Operating Year" hereinafter.
- 2.2 Either party will have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party has not corrected said failure within fifteen days (15), or such additional time as is reasonably necessary, of its receipt of written notice. Both parties agree that if a mutually agreed upon resolution cannot be reached the matter will be taken to a binding arbitrator agreed to by both Parties.
- 2.3 If the whole or any portion of the Parking Facilities is:
- (a) appropriated or taken under the power of eminent domain by any public or quasi-public authority;
  - (b) damaged or destroyed; or
  - (c) is otherwise rendered unusable as Parking Facilities because the

City of Salida implements or creates ordinances, restrictions, laws, zoning regulations or any denial of permits or licenses to operate the parking Facilities over which neither party can repeal;

either party may, at its option, terminate this Agreement by giving written notice to the other within 30 days after the effective date of such taking, destruction or other event and this Agreement will terminate as of the date of such taking, destruction or other event. If only a portion of the Premises is effected by such taking, destruction or other event and neither party exercises its option to terminate this Agreement, this Agreement shall not terminate but shall continue in full force and effect for the remaining portion of the Parking Facilities.

- 2.4 If: (a) any law, or amendment of an existing law, ordinance, regulation, or zoning change comes into force, whether federal, state or municipal (including, without limitation, new tax legislation); or

- (b) there exists any restrictive condition (including, without limitation, gasoline rationing, gasoline shortages, construction, road work, parking reduction regulations, pandemic, price control or air quality regulations);

and in the reasonable opinion of Interstate or Owner, hinders either party from carrying on its duties under this Agreement or negatively affects either party's profitability in a material way, then either party may, by written notice to the other party, request that the Management Fee under this Agreement be modified in an equitable manner by agreement between the parties. Failing agreement within 30 days of such notice either party may, without penalty, terminate this Agreement upon a further 30 days written notice to the other party. If either party does not so terminate, this Agreement will continue in full force and effect.

- 2.5 Upon the expiration or termination of the Term of this Agreement, including any extension under Section 2.1, all compensation due Interstate shall be promptly paid to Interstate in conjunction with a complete and final accounting being made to Owner by Interstate relating to all matters set forth in Section 3.2 through 3.4 hereof.
- 2.6 Interstate shall have the right of first refusal for the continued operation of the Parking Facilities upon the expiration of the Term, provided however the Owner continues the use of the Parking Facilities for the purpose of public commercial paid parking.

### 3 Management Fee

- 3.1 As compensation for the services rendered by Interstate, Owner will pay Interstate a percentage management fee equal to fifty percent (50%) of all Net Revenue as is defined hereinafter (the "Management Fee"). The Management Fee shall be calculated and paid to Interstate on a monthly basis based upon the prior month's Net Revenue for each calendar month during the Operating Year.

- 3.2 On or before the 15th day of each month, Interstate will give Owner a statement for the preceding calendar month setting out the Net Revenue and calculation of the Management Fee for such month (the "Statement"), together with a check for the Balance of Revenue.

In this Agreement:

- (a) "Gross Revenue" means all revenue, excluding violation notice revenue, whether hourly, daily or monthly, collected by the Owner or Interstate in connection with the operation of the Parking Facilities, will be retained by Interstate, and the value of all Gratis Parking (as defined in Section 6.2), from the parking of vehicles in the Parking Facilities and other income approved by Owner. Any Gross Revenue, if any, collected directly by Owner will be accurately reported to Interstate.
  - (b) "Credit Card Fees" means all transaction fees charged by a credit card processing institution for processing payments of Gross Revenue by a credit card.
  - (c) "Taxes" means all transaction value, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Parking Facilities .
  - (d) "Net Revenue" means Gross Revenue minus Credit Card Fees, the Convenience Fee charged by the Payment Programmer to the Customer for Each Transaction, Taxes and any online sales commissions and fees from parking aggregators and applications in connection with Gross Revenue.
  - (e) "Operating Expenses" means those expenses paid by Interstate without reimbursement from Owner as listed in Schedule A. All other costs in connection with the Parking Facilities are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and will be borne directly by the Owner.
  - (f) "Balance of Revenue" means Net Revenue less Management Fee.
- 3.3 Taxes, if any, separately stated as required by law, will be collected by Interstate from customers and transmitted to the taxing authority as required.
- 3.4 If this Agreement commences on any date other than the first of the month, then the parties will adjust all revenues, expenses, deposits and accounts receivable as of midnight the evening before the Commencement Date.
- 4 Staff
- 4.1 Interstate will employ at, or in respect of, the Parking Facilities a sufficient number of personnel capable of managing and maintaining the Parking Facilities in accordance with the terms and conditions hereof such that the Parking Facilities will be operated in a first class manner similar to other first class Parking Facilities of similar type in the area. Personnel will be screened by Interstate before hiring and will be employed, disciplined,

discharged, promoted and directed in the performance of their duties by Interstate. Interstate will provide all necessary executive and supervisory personnel who are not stationed at the Parking Facilities but are required for the proper management of the Parking Facilities.

- 4.2 The number of persons employed at, or in respect of, the Parking Facilities will be satisfactory to Owner and will be increased or decreased as mutually agreed to by the Owner and Interstate. All personnel will wear neat and clean uniforms. Interstate will negotiate and obtain any necessary labor agreement if applicable. Owner will have the right to require the removal from the Parking Facilities of any employee whose conduct will not reasonably satisfy Owner.

## 5 Complaints

- 5.1 Interstate agrees to handle and record in a prompt and courteous manner all complaints by patrons of the Parking Facilities.

## 6 Hours of Operation, Rates and Gratis Parking

- 6.1 Subject to any laws applicable to the Parking Facilities, the Parking Facilities will be open for business and operated by Interstate under the terms and conditions of this Agreement which may be modified at any time upon mutual written agreement between Owner and Interstate, during each calendar year of the Term.
- 6.2 Owner, in its sole discretion, may direct Interstate to provide free or discounted parking at the Parking Facilities (the "Gratis Parking"). The value of such Gratis Parking shall be included in the definition of Gross Revenue and the calculation of the Management Fee pursuant to Sections 3.1 and 3.2 (a) as if such Gross Revenue was collected by Interstate.
- 6.3 Rate structures can be recommended and changed at any time by Interstate or the Owner and will be mutually agreed to by Interstate and the Owner in advance.
- 6.4 The parking Facilities will operate 24/7, 365 days a year.

## 7 Compliance With Laws

- 7.1 Interstate will comply with all federal, state and municipal laws, ordinances and regulations pertaining to the Parking Facilities or the business conducted therein by Interstate including, without limitation, laws relating to equal opportunity employment and federal, state and municipal tax withholding laws. Any reasonable expense incurred by Interstate by reason of this section will be included as an Operating Expense.

## 8 Maintenance and Operations

- 8.1 Interstate shall pay all Operating Expenses, as is defined herein, without reimbursement from Owner and will maintain its signage and the Interstate Equipment in good working order, all in a manner comparable to other first-class Parking Facilities within Chafee County.

- 8.2 Owner agrees to pay all other expenses, excluding those included as Operating Expenses, and maintain the sidewalks and curb cuts adjacent to the Parking Facilities in accordance with applicable municipal statutes. Owner agrees to perform all snow and all litter removal. Neither party is responsible for ice control and annual sweeping of the Parking Facilities including adjacent sidewalks and driveways. Owner will also be responsible for all Parking Facilities repairs of a structural nature, including, but not limited to: electrical, plumbing, pavement repair, painting, replacement of lighting tubes and ballasts, repairs to the Parking Facilities, sinkholes, and all other maintenance. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements will be the sole responsibility of Owner. It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects are the responsibility of Owner. If for any reason Chafee County establishes that the use of the Parking Facilities can only be continued by requiring Owner to perform an act of improvement to the property under or adjacent to the Parking Facilities that the Owner deems is unsatisfactory then Owner, at Owner's sole discretion, may terminate this agreement per guidelines outlined in section 2.2. Under this provision the Parking Facilities will no longer be operated for the purpose of parking vehicles.
- 8.3 Interstate agrees to develop and maintain, at Interstate's cost, a community parking system brand and website, known as "ParkSalida.com" with the features listed in Schedule C which is attached hereto, and to include the Parking Facilities within such community parking system brand and website and Owner agrees to allow Interstate to include the Parking Facilities within such marketing brand and website.
- 8.4 Interstate and the Owner will agree before towing any vehicle. Interstate will make the phone call to the towing company with the exception of between 6 pm and 8 am when the plowing company will make the call.

## 9 Gross Revenue, Cash Deposits and Disbursements and Controls

- 9.1 Interstate will install and maintain an accurate and efficient accounting system for Gross Revenue of the Parking Facilities. All records pertaining to Gross Revenue including, without limitation, parking tickets, monthly parking records, coupon and validation stamp sales and redemption records, cash register tapes, cashier reports, daily reports and deposit slips will be available for examination and audit to Owner and its authorized representatives upon five days written notice by Owner to Interstate.

## 10 Insurance

- 10.1 Interstate will obtain and maintain the following types of insurance in not less than the indicated amounts with companies authorized to do business in the state where the Parking Facilities is located:

- (a) Commercial General Liability  
\$1,000,000 combined single limit  
each occurrence and \$2,000,000  
aggregate for bodily injury and  
property damage.
- (b) Umbrella Excess Coverage. \$5,000,000
- (c) Crime Policy Limits \$250,000 employee dishonesty  
\$20,000 broad form money inside  
\$20,000 broad form money  
outside
- (d) Worker's Compensation Policy Limits Coverage A – Statutory  
Coverage B - \$100,000
- (e) Garage Keepers Coverage. If Interstate offers valet services in the Parking  
Facilities it will carry Garage keepers Legal Liability insurance in coverage limits  
of not less than \$500,000 per occurrence.
- (f) With respect to the Commercial General Liability and Umbrella Excess Coverage,  
Owner shall be named as an additional insured. A copy of the endorsement shall  
be forwarded to Owner.

10.2 Owner shall maintain all-perils property damage (fire and casualty) insurance coverage on the Parking Facilities in amounts to cover the replacement value of the Parking Facilities .

## 11 Indemnities

11.1 Interstate will defend, indemnify and hold Owner harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Owner attributable to the recklessness, carelessness or negligence of Interstate or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

11.2 The indemnity set out in this section will survive the expiration or earlier termination of this Agreement.

## 12 Security

Owner expressly acknowledges that Interstate's obligations in connection with the management, operation and promotion of the Parking Facilities and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Facilities. Interstate does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Interstate's employees undertake the obligation to guard or protect customers against the intentional acts of

third parties. Owner will determine, at Owner's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facilities.

### 13 Assignment

- 13.1 Interstate will not assign its rights or delegate its duties hereunder without the prior consent of Owner which consent may withheld in Owner's sole discretion.

### 14 Permits and Licenses

- 14.1 The Owner represents and warrants that the Parking Facilities may be used for the operation and management of the Parking Facilities. Owner will apply for and secure, in its own name, all municipal permits and licenses required for the Parking Facilities and carry out the responsibility under all such permits and licenses to the public and to the agencies having jurisdiction. Any expenses incurred by Owner in discharging its responsibilities under this Section will be borne by Owner.

### 15 Attorney Fees

- 15.1 If a party defaults in the performance of its obligations herein described, the other party may seek appropriate legal relief and in connection therewith the prevailing party will be entitled to recover, in addition to any other remedy available to it, its reasonable attorneys' fees and costs, including, but not limited to, its reasonable collection fees and costs.

### 16 No Hiring of Employees

- 16.1 Owner agrees that neither it nor any of its affiliates or subsidiaries will employ, in any capacity, any person that Interstate has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision will survive the expiration or other termination of this Agreement for a period of one year.

### 17 Notices

- 17.1 Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing or e mail. Any person required to give notice pursuant to this Agreement shall have the burden of proving the validity of the notice. All notices or other communications made pursuant hereto shall be deemed properly delivered, given or served when (a) one day after the date such notice is sent by Federal Express or similar one-day private carrier service, or (b) faxed to the following addresses and/or facsimile numbers or e mailed to the following e mail addresses:

If to Owner:

Attn:

Telephone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

With a copy to: Nina P. Williams, City Attorney  
Wilson Williams LLP  
1314 Main Street, Unit 101  
Louisville, CO 80027

If to Interstate:

Interstate Parking Company of Colorado LLC  
Attn: Gareth James Lloyd  
1610 Wynkoop Street, Suite 600  
Denver, Colorado  
80202  
Telephone No.: 720-646-0261

Email: [glloyd@interstateparking.com](mailto:glloyd@interstateparking.com)

With a copy to:

Interstate Parking Company of Colorado LLC  
Attn: Tony Janowiec  
710 N. Plankinton Avenue, Suite 700  
Milwaukee, WI 53203  
Telephone No.: (414) 274-2861  
Facsimile No.: (414) 431-6555  
Email: [tjanowiec@interstateparking.com](mailto:tjanowiec@interstateparking.com)

## 18 Equipment

- 18.1 Owner and Interstate acknowledge and agree that Interstate has installed or will install at the Parking Facilities the technology and signage, belonging to Interstate during and after the Term of this Agreement, set forth on Schedule B with such signage and technology installed at Interstate's expense (the "Interstate Equipment").
- 18.2 Interstate shall not place, make any alterations, additions or improvements to the Premises, or install or cause to be installed any exterior signs or lighting without the prior written approval of Owner or allowed by this Agreement. Interstate shall present to Owner a site plan for the Premises and plans and specifications for such work at the time approval is sought. Interstate shall be responsible for and shall pay all costs, fees, and charges of every kind due or resulting from any alterations, additions, or improvements to the Premises, and shall indemnify and hold Landlord harmless from and against any liability or damages in connection with any such alterations, additions or improvements.

18.3 Upon termination of this Agreement, Interstate shall remove the payment technology and all signage, sign posts and equipment used in conjunction with Interstate business and any improvements installed by Interstate and, if Interstate fails or refuses to do so, Owner may remove all of such items and store them, and, if Interstate does not claim them within fifteen (15) days, dispose of such items, without any liability for loss or damage to same.

19 Modification

19.1 This Agreement will constitute the entire agreement between the parties hereto, and it may not be amended except in a written document signed by each party.

20 Severability

20.1 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

21 Benefits and Burdens

21.1 The terms and conditions hereof will be binding upon and will inure to the benefit of Owner, Interstate and their respective successors and assigns.

22 Independent Contractor

22.1 Interstate is an independent contractor; nothing herein will be construed to create a fiduciary relationship, partnership, joint venture or other business relationship between the parties.

23 No Agency

23.1 This Agreement does not constitute a lease, a partnership or an agency and nothing contained in this Agreement is to be construed as constituting one party the agent of the other or to limit in any manner, either party in the carrying out of its own respective business or activities.

24 Governing Law and Venue

- 24.1 This Agreement will be governed by and construed in accordance with 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.

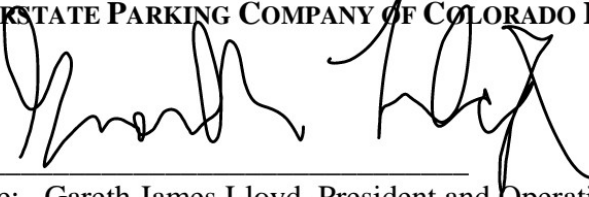
IN WITNESS WHEREOF, Owner and Interstate have caused this Agreement to be executed as of the date first set forth above.

**OWNER:**

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

**INTERSTATE:**

**INTERSTATE PARKING COMPANY OF COLORADO LLC,**

By: 

Name: Gareth James Lloyd, President and Operating Partner

## SCHEDULE A

### LIST OF OPERATING EXPENSES

- (i) Wages of personnel assigned to the Parking Facilities, supervisors, attendants, cashiers, patrollers, maintenance, clerical and audit staff including worker's compensation insurance, unemployment insurance, social security tax, and health insurance
- (ii) All costs of Interstate's license plate recognition-based enforcement system including hardware, software, licensing fees and costs of processing and collections
- (iii) Interstate's costs of its owned or rented vehicles
- (iv) Cost of development and maintenance of "ParkSalida.com" website
- (v) Ticket supply, cards and decals
- (vi) Marketing and advertising
- (vii) Postage and invoicing
- (viii) Project management, ongoing monitoring and programing of the ParkSalida app and Tap n Explore
- (ix) Uniforms
- (x) Data processing
- (xi) Accounting, including costs of internal audits, if applicable
- (xii) Bank fees
- (xiii) Employee costs including recruitment, hiring, training and background checks
- (xiv) Cost of the Interstate Equipment/Technology including maintenance, repairs and replacements as needed
- (xv) Monthly software and cellular fees for the online processing of credit cards and communicating alarms from our technology

SCHEDULE B

## INTERSTATE EQUIPMENT

- Wayfinding, pricing and other parking related signage
- All related costs of installation
- All payment technology
- Kiosks
- Vehicle
- License Plate Recognition Technology

If Interstate installs additional equipment or other property owned by Interstate during the Term of this Agreement, Interstate shall notify Owner in writing and such additional property belonging to Interstate shall be added to this Schedule B.

## SCHEDULE C

### PARKSALIDA BRANDING AND WEBSITE FEATURES

ParkSalida branding to be included in signage, uniforms and marketing material:

Website Basic Features to Include:

- Interactive Map n Park
- Information pages including information pertaining to on and off-street public and privately owned parking
- Integrated email for online communication between customers and Interstate staff
- Customizable contact forms for residential, service and construction and monthly contract parking permit application
- Link to online violation payment website
- Integration of Survey Monkey (or comparable web-based survey program) survey forms as may be created for customer surveys by Interstate
- Capability to host compatible informational videos, notices, advertisements and presentations as may be created by Interstate
- Listing of special event parking information including event information and links to event websites, if applicable
- Designed with basic SEO maximization features
- Link or integration with online prepaid parking platforms



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 6, 2024

### **ITEM**

Ordinance 2024-03, An Ordinance of the City Council for the City of Salida, Colorado Amending Section 4-6-10 of the Salida Municipal Code to Modify the Short-Term Rental Tax Rate, Final Reading and Public Hearing

### **BACKGROUND**

A general election was held in Salida on November 8, 2022 in which two ballot measures referred to the voters by the Salida City Council were approved. Ballot measures 2A and 2B (which would impose an annual \$1,000 tax on STR permits and impose a nightly rate for STR rentals of \$15 per bedroom or sleeping area, respectively) were approved by the voters and certified by the Clerk.

Ordinance 2022-24 implemented those changes by amending Sections 4-6-10 and 4-6-20 of the Salida Municipal Code to identify the Occupational Tax as well as where the revenues would be directed and how they would be used. Specifically, the Ordinance notes that the revenues will be used to promote affordable housing in the City and shall be deposited in the City's Housing Fund that was created by Ordinance 2018-14. Monies in that fund can only be used for affordable housing purposes and all expenditures are tracked accordingly. This Occupation Tax commenced on January 1, 2023.

A group of citizens submitted a petition on June 20, 2023, to repeal and replace the taxes approved in November of 2022 – to a \$540 license tax on out-of-County license holders and to \$5 per night per bedroom on all STRs. On June 29<sup>th</sup> the City Clerk sent the Letter of Initial Sufficiency to the petitioners. On August 9, 2023, after the 40-day protest period, the City Clerk sent the Final Determination letter. The petition and Citizen's Ordinance (2023-12) to repeal and replace the taxes approved in November of 2022 was submitted to Council on August 15, 2023. This question was rejected by Salida voters by a margin of 65%yes/35% no, thus not effecting the current taxing structure.

Staff has identified three primary affordable housing projects, listed below, where the funds could be used over the next several years–

1. 1<sup>st</sup> and D Workforce Housing – estimated to cost approximately \$8m
2. South Arkansas Neighborhood – infrastructure and housing approximately \$14m
3. Potential Low-income Tax Credit/Senior Living Project – purchase of land approximately \$350,000

The current rate structure collected \$717,356 in the first three quarters of 2023 (4<sup>th</sup> quarter will be available at the end of January).

Post-election discussions generated interest from members of City Council to reduce the per room per night tax.

### **FISCAL NOTE**

City staff has estimated that revenues from the proposed change would generate approximately \$707,000 annually, a reduction of approximately \$174,000 from the current structure.

### **STAFF RECOMMENDATION**

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



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	February 6, 2024

### **SUGGESTED MOTION**

A City Councilmember would state, "I move to approve Ordinance 2024-03, An Ordinance of the City Council for the City of Salida, Colorado Amending Section 4-6-10 of the Salida Municipal Code to Modify the Short-Term Rental Tax Rate, on Final Reading" followed by a second and a roll call vote.

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**CITY OF SALIDA, COLORADO**  
**ORDINANCE NO. 03**  
**(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
 COLORADO AMENDING SECTION 4-6-10 OF THE SALIDA MUNICIPAL CODE  
 TO MODIFY THE SHORT TERM RENTAL TAX RATE**

**WHEREAS**, at a City election held on November 8, 2022, the electors of the City of Salida approved imposition of an annual occupation tax of one-thousand dollars and a tax of fifteen dollars per bedroom per night that a short-term rental unit is occupied, on the business of leasing or renting short term rental units in the City; and

**WHEREAS**, the City Council previously codified this rental tax in Section 4-6-10 of the Salida Municipal code; and

**WHEREAS**, since the institution of the tax, it has been brought to the Council's attention that the current per-bedroom tax rate has had a negative impact on short term rentals within the community and the Council wishes to lower the rate so as to decrease the tax burden on these businesses; and

**WHEREAS**, pursuant to Colorado's TABOR Amendment, while increases in taxes must be voted on by the electors, decreases in taxes do not require such a vote.

**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.** Salida Municipal Code Section 4-6-10, concerning Tax levied, is amended by to read as follows:

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

(a) There is hereby levied an occupation tax on the business of leasing or renting of rooms or other accommodations within the City of Salida for less than thirty (30) consecutive days at the rate of four dollars and eighty-two cents (\$4.82) per night per occupied room. The person or entity furnishing such short-term accommodations shall pay the tax to the City. All sums of money due pursuant to this Section shall be and remain public money and the property of the City held in trust for the sole use and benefit of the City.

(b) Commencing January 1, 2023, pursuant to C.R.S. 31-15-501(1)(c), there is levied an occupation tax on the business of leasing or renting short-term rental units, as that term is defined in Sec. 6-6-10 of this Code, within the City of Salida, in lieu of the tax imposed by subsection (a) of this Section, as follows:

- i. An annual payment of one-thousand dollars (\$1000.00), to be collected at the time of permit issuance or renewal, and
- ii. A tax of fifteen dollars (\$15.00) per bedroom, as that term is defined in Sec. 16-1-80 of this

Code, in the short-term rental unit, for each night that the short-term rental unit is occupied, to be collected pursuant to Section 4-6-30. **For rentals on or after July 1, 2024, the tax otherwise imposed by this paragraph (ii) shall be reduced to ten dollars (\$10.00) per bedroom.**

The person or entity furnishing such short-term rental unit shall pay the tax to the City. All sums of money due pursuant to this subsection (b) shall be and remain public money and the property of the City. As directed by City voters at an election held on November 8, 2022, the proceeds of the tax levied in this subsection (b) shall be used to promote affordable housing in the City, as further described in Section 4-6-20(b).

**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 this ordinance.

INTRODUCED ON FIRST READING on this 16<sup>th</sup> day of January, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024, and set for second reading and public hearing on the 6<sup>th</sup> day of February, 2024.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 6th day of February 2024.

City of Salida

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

ATTEST:

\_\_\_\_\_  
Interim City Clerk



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	February 6, 2024

### ITEM

Resolution 2024-13 – Approving an Amended Pre-Annexation Agreement with Salida School District for the property located at 627 Oak Street.

### REQUEST/BACKGROUND

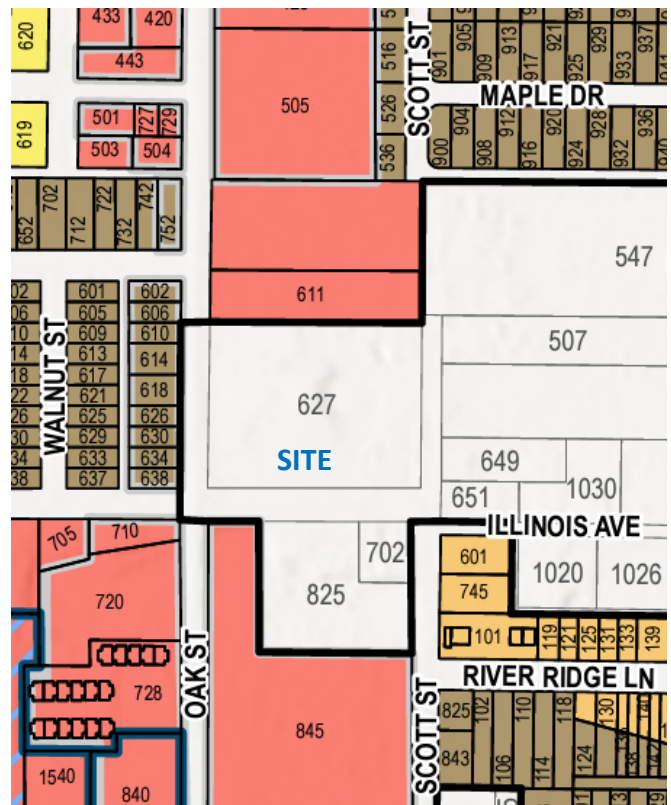
The subject parcel is in Chaffee County and consists of 3 acres. A school and school district offices already exist on the property. This property is currently served by municipal sewer services but is on well water. The property is eligible for annexation. The school district has applied to the State for a building permit to remodel a portion of the school. That permit requires fire flows for sprinklers that cannot be achieved using the current well and therefore the school district seeks connection to municipal water service.

### DISCUSSION

This property is located in the Municipal Services Area. The City of Salida and Chaffee County entered into an intergovernmental agreement (IGA) in 2010 which puts in place the process for development within the Municipal Services Area (MSA), which consists of unincorporated areas adjacent to our municipal border that could be served by our utilities.

The previous owner of the property entered into a pre-annexation agreement on September 18, 2012, prior to the recording of that agreement it was amended by an "Amended and Restated Pre-Annexation Agreement Diesslin Subdivision" on October 3, 2012 included in this packet. That agreement requires annexation in order to provide municipal water services. The site is eligible for annexation and is already served by municipal sewer service.

The school district has applied to the State for a building permit to remodel a portion of its facility at this site, with completion needed by the start of the 2024-2025 school year. This remodel necessitates





## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	February 6, 2024

connection to municipal water service to provide required fire flows for sprinklers. Due to the timing required by the building permit for the applicant to demonstrate adequate fire flows, and the timing required by State statute for the annexation process, it may not be possible for an annexation to take effect in time. Therefore, the school district has applied to amend the annexation agreement to allow for connection to municipal water services prior to the effective date of an annexation. The terms of this agreement dictate that:

- A complete application for annexation shall be received by the City by April 1, 2024.
- Sufficient right-of-way shall be dedicated for Scott Street such that it aligns with the Scott Street right-of-way to both the north and south of the property.
- Certain right-of-way improvements have been outlined in the annexation agreement; these are the right-of-way improvements that would be required of any applicant developing on this lot.
- The landscaping requirements outlined in the pre-annexation agreement are to meet the tree requirement only and do not include the requirement for 60% live coverage for landscaping. This is an “under-treed” part of town and as such, adding to the tree coverage in this area is a priority for the Parks and Recreation Department. In comparison, the adjacent fire station will be meeting both the tree and landscape coverage requirements.

### **FISCAL NOTE**

The applicant will pay the appropriate Water System Development and Associated Fees, to be determined once the water line and meter size is known. It should be noted that this fee goes to an enterprise fund and is charged to all applicants, including to the City itself on the adjacent fire station property.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve the pre-annexation agreement with Salida School District.

### **SUGGESTED MOTION**

A council person should make the motion to “Approve Resolution No. 2024-13 approving the pre-annexation agreement with Salida School District for 627 Oak Street.”

Attachments: Resolution 2024-13

627 Oak Street Amended Pre-Annexation Agreement

Amended and Restated Pre-Annexation Agreement Diesslin Subdivision

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 13**  
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
AUTHORIZING THE MAYOR TO SIGN AN AMENDED PRE-ANNEXATION  
AGREEMENT WITH SALIDA SCHOOL DISTRICT FOR 627 OAK STREET.**

WHEREAS, Salida School District R-32-J is the owner of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently eligible for annexation, lies within the City of Salida Municipal Services Area, and is already serviced by municipal sewer services; and

WHEREAS, the City is capable of providing municipal water service to the Property, and the parties desire to enter into an Amended Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions for the provision of municipal water services by the City.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Amended Pre-Annexation Agreement by and between the City and Salida School District R-32-J, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 6<sup>th</sup> day of February, 2024.

CITY OF SALIDA, COLOADO

By

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

[SEAL]  
ATTEST:

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

**EXHIBIT A**

A tract of land in the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:

Beginning at a point on the east boundary of State Highway No. 291 and on the north side of county road (being an extension of Illinois Avenue of Salida, Colorado) from whence the southeast corner (brass cap) of said Section 4 bears South 63°36.1' East 4757.8 feet;

thence proceeding around the tract North 00°05' East 322.0 feet along said highway boundary;

thence South 89°38' East 408.5 feet;

thence South 00°16' East 318.0 feet;

thence South 89°48' West 410.5 feet to the point of beginning.

(Each of the four corners of the above tract is marked by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a one-inch aluminum cap.) Directions were determined by solar observation.

Also known by street address as: 627 Oak Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300006

**EXHIBIT B**  
**AMENDED, AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT**  
**DISSLIN SUBDIVISION**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and Salida School District R-32-J, a Colorado public school district, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is known as 627 OAK STREET, more particularly described on **Exhibit A** (attached hereto and incorporated herein by this reference (the "Property")); and

WHEREAS, the previous pre-annexation agreement, the AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT DISSLIN SUBDIVISION dated October 3<sup>rd</sup>, 2012, reception #402776, allowed the then owner connection to the City's sewer system but required the property to be annexed prior to requesting municipal water service; and

WHEREAS, the Property is currently eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain municipal water services in order to construct an addition to the school building currently on the Property, and wishes for that addition to be completed prior to the start of the 2024-25 school year; and

WHEREAS, following the timeline required by State Statute for annexation of properties, it may not be possible for an annexation to be effective in time to then obtain municipal water services after annexation and complete the construction of an addition prior to the start of the 2024-25 school year; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City; and

WHEREAS, "Owner" shall be defined in this Agreement to include Salida School District R-32-J, as well as their successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Pre-Annexation Agreement, until terminated upon Annexation of the Property.

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

1. Services to be Provided. The City shall allow connection to municipal water service on the property prior to annexation subject to the following being completed prior to connection to municipal water service, or as specified below:

- a. A complete application for annexation and zoning shall be received by the City by April 1, 2024. The annexation plat submitted shall dedicate sufficient Scott Street right-of-way to align with the westerly side of the Scott Street right-of-way to the north of the property and to the south of the property across Illinois Avenue.
- b. Site Improvements Required:
  - i. Illinois Avenue: Owner shall construct site improvements fronting the property along Illinois Avenue, including construction of sidewalks and planting of trees in the parkway at approximate 50-foot intervals. The City shall accept these site improvements prior to allowing connection to municipal water services.
  - ii. Scott Street: Owner shall construct site improvements fronting the property along Scott Street, including construction of sidewalks and planting of trees in the parkway at approximate 50-foot intervals. The City shall accept these site improvements prior to allowing connection to municipal water services.
  - iii. Oak Street: Owner shall pay a fee-in-lieu (FIL) of providing the Oak Street streetscape improvements including sidewalk, curb, and gutter in an amount based on CDOT cost estimate or bid pricing, if available, and approved by the Public Works Director. The FIL shall be paid to the City prior to allowing connection to municipal water services.
- c. Prior to initiation of construction for site improvements, the Owner shall:
  - i. Provide an engineering drainage report for the entire property that meets City requirements and is approved by the Public Works Director.
  - ii. Provide civil construction drawings for the proposed site improvements including construction of sidewalks fronting the property along Illinois Avenue and Scott Street, along with utility connections. These plans are to be approved by the Public Works Director prior to initiation of work.
- d. Owner shall comply with Landscape Standards section 16-8-90 (c) (5) & (6) of the Salida Municipal Code regarding the minimum number and size of trees required. In anticipation of C-1 zoning for this 3 acre site, 43 trees are required. Existing healthy trees and parkway trees that meet the minimum size requirement. Prior to connecting to municipal water services, the Owner shall pay the tree FIL for any trees fewer than 43 on the Property. Any trees that are part of the Oak Street streetscape FIL will be credited towards the 43 trees. Adequate means of irrigation shall be provided for all newly planted trees. Owner is responsible for maintenance and irrigation of all trees, and trees that do not survive shall be replaced within three months, or during the next planning season. While the City encourages compliance with all of the Municipal Code Landscape Standards, the City is only requiring compliance with that which is outlined above.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner. Prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described. Notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that the Salida School District R-32-J is a sovereign entity and, to the extent that it develops the Property, it is subject to and shall comply with C.R.S. § 22-32-124. City further acknowledges and agrees that to the extent that C.R.S. § 22-32-124 conflicts with any City ordinances or resolutions now in existence, and as the same may be adopted or changed from time to time, C.R.S. § 22-32-124 shall control with respect to the District.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation no later than April 1, 2024.

5. Existing Uses. The structure on the property is currently used as a school and school district offices. It is within unincorporated Chaffee County and the Owner intends to continue to use it for these purposes.

6. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

7. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement.

8. Intentionally deleted.

9. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

10. Recording; Benefit; Fees. The City shall record this Agreement upon execution

with the Chaffee County Clerk and Recorder. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder). This Pre-Annexation Agreement shall run with the land, and shall obligate, be binding upon and shall inure to the benefit of the Parties and up and to their respective successors, grantees and assigns, until terminated upon Annexation of the Property.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

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

ATTEST:

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

\_\_\_\_\_  
Salida School District R-32-J

STATE OF                                 )  
  ) ss.  
COUNTY OF                             )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Salida School District R-32-J.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

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

**AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT  
DIESSLIN SUBDIVISION**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into this 3rd day of October, 2012, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and JOHN D. DIESSLIN as the owner of the real property described hereafter (also known as the DSI Property) (hereinafter "Owner");

**WITNESSETH:**

WHEREAS, Owner is the owner of certain real property located at 7410 Highway 291 in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently eligible for annexation and lies within the City of Salida Municipal Services Area, and the office building on the Property is served by City sewer; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service and will agree to annex the Property to the City; and

WHEREAS, the Owner and City wish to amend and restate the Pre-Annexation Agreement approved September 18, 2012; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of services by the City.

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

1. Service to be Provided. The City agrees to provide Owner with municipal sewer service on the Property. Owner may request municipal water service in the future as part of an annexation request and pursuant to such terms as may be negotiated.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. Owner further agrees to reimburse the City for all engineering, legal, and associated fees and costs it incurs in the review and implementation of this Agreement. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

3. Service Charges. Once connected, during the term of this Agreement, Owner agrees to pay for municipal water and sewer service to the existing commercial office building at the rate and in the manner which may be provided by the Salida Municipal Code for municipal utility consumers residing outside the City limits. The City reserves the right to modify these charges or regulations.

4. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City.

5. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to annex the Property as required under the terms hereof at such time as a development application is submitted or Owner requests additional municipal services. At such time as the Owner submits a development application or requests additional municipal services, the Owner shall submit a petition for annexation to the City to annex the Property to the City. The Owner shall pay all costs for review of the annexation petition, as required by the Salida Municipal Code. The passage of time between the eligibility of the Property for annexation and the time the City requests the Owner file a petition for annexation shall not constitute a waiver of the City's right to enforce, or estop the City from enforcing, the Owner's obligations under this paragraph.

6. Use of Existing Wells. The parties agree that Owner shall be entitled to the continued use of existing wells on the Property for domestic and other uses until such time as the Property is annexed.

7. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code.

8. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable open space dedication and fair contribution to public school sites fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

9. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

10. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by

law.

11. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

12. No Guarantee of Fire Flows. Nothing herein shall be construed to obligate the City to provide adequate fire flows for residences or developments outside the City.

13. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

14. Recording; Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees. (Checks shall be payable to the Chaffee County Clerk and Recorder.)

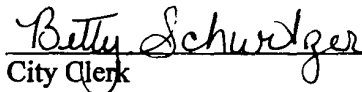
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

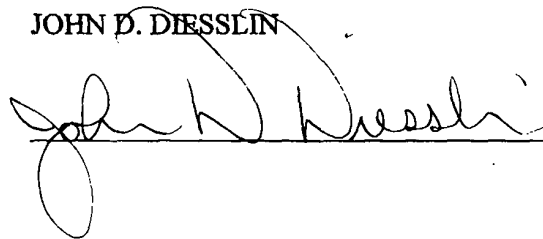
By

  
Mayor

ATTEST:

  
City Clerk

JOHN D. DIESSLIN

  
\_\_\_\_\_

Joyce M. Reno Chaffee County Clerk

Reception #: 402776

Pages Recorded: 4 of 5  
Document Type: AGREE

Recording Fee: \$31.00

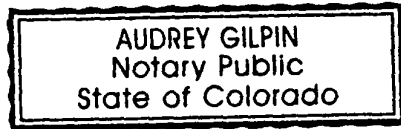
Date Recorded: 10/8/2012 10:03:32 AM

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF CHAFFEE )

Acknowledged, subscribed, and sworn to before me this 2<sup>nd</sup> day of October, 2012, by Don Stephens, Mayor, and Betty Schwitzer, City Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: 2/7/16.



My Commission Expires \_\_\_\_\_

Audrey Gilpin  
 Notary Public

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF CHAFFEE )

Acknowledged, subscribed, and sworn to before me this 3 day of October, 2012, by John D. Diesslin.

WITNESS my hand and official seal.

My Commission expires: 9/25/15.



Kathleen Davis-Peter  
 Notary Public

Reception #: 402776

Pages Recorded: 5 of 5  
Document Type: AGREE

Recording Fee: \$31.00

Date Recorded: 10/8/2012 10:03:32 AM

## EXHIBIT "A"

A tract of land in the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:

Beginning at a point on the east boundary of State Highway No. 291 and on the north side of county road (being an extension of Illinois Avenue of Salida, Colorado) from whence the southeast corner (brass cap) of said Section 4 bears South 63°36.1' East 4757.8 feet;

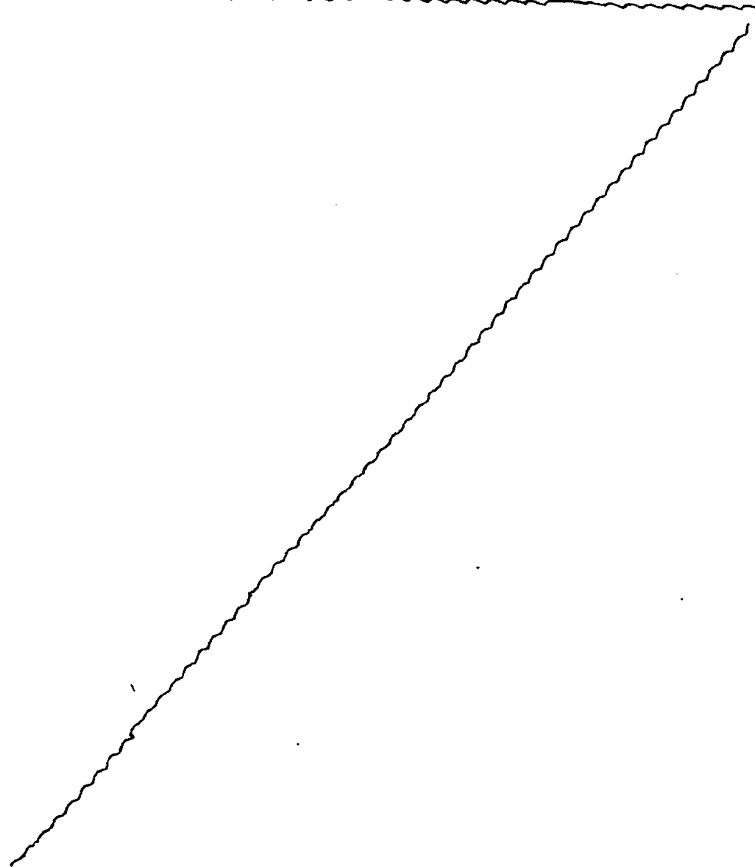
thence proceeding around the tract North 00°05' East 322.0 feet along said highway boundary;

thence South 89°38' East 408.5 feet;

thence South 00°16' East 318.0 feet;

thence South 89°48' West 410.5 feet to the point of beginning.

(Each of the four corners of the above tract is marked by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a one-inch aluminum cap.) Directions were determined by solar observation.





## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Sustainability Coordinator/PIO	January 2, 2024

### **ITEM**

Resolution 2024-14 Youth Representative Appointment to the Sustainability Committee

### **BACKGROUND**

In 2023, the City Council passed Ordinance 2023-15 to establish the Sustainability Committee as an official advisory body to the City Council. In accordance with Section 2-18-10 of the Salida Municipal Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee.

The Sustainability Committee shall consist of five to nine appointed members, eight of whom shall be appointed by the City Council and one who shall be appointed by the Board of County Commissioners. Further, one member shall be a youth representative within the age range of 14 to 18 years of age.

The terms of office of all appointed Committee members shall be staggered so that no more than two vacancies normally occur in any two-year period. The youth representative shall be appointed for one year.

### **Applicant**

Catalina Manrique

Staff worked with the Extraordinary Teen Council to find an eligible candidate for the Committee.

### **STAFF RECOMMENDATION**

Staff is recommending Council appoint Catalina Manrique to the Sustainability Committee.

### **SUGGESTED MOTION**

A Council person should make a motion "to approve Resolution 2024-14, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Sustainability Commission:

1. The City Council hereby appoints \_\_\_\_\_ as a one year member of the Salida Sustainability Committee; term to expire January 2, 2025.



### APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE 1-19-24  
 NAME Catalina Manrique  
 ADDRESS 843 H Street  
 CITY Salida STATE Colorado ZIP 81201  
 TELEPHONE # (home) (732) 500-0419 (work) \_\_\_\_\_  
 (cell) \_\_\_\_\_  
 FAX # \_\_\_\_\_ E-MAIL manriquec2@gmail.com

#### APPLYING FOR:

- |   |  |
|---|--|
| <input type="checkbox"/> Board of Adjustment              | <input type="checkbox"/> Salida/Chaffee County Airport Board |
| <input type="checkbox"/> Board of Appeals                 | <input type="checkbox"/> Public Art Commission               |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board                          |
| <input type="checkbox"/> Planning Commission              | <input checked="" type="checkbox"/> Sustainability Committee |
| <input type="checkbox"/> PROST                            | <input type="checkbox"/> Other _____                         |

**Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)**

#### BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

Guidestone - Outdoor camp, focused on usage of recycling, Making sure the outdoors are always left clean, gardening + importance of agriculture, and teaching the importance to power consumption and ways to limit it.

## PERSONAL AND JOB RELATED INTERESTS:

DHS Youth Advisor,  
↳ lead weekly meetings, will report to and back from  
etc on what is going on.

## REASONS FOR APPLYING:

ETC Rep, would like to show up as support  
for youth & get etc more involved. Would like to  
incorporate future events with the sustainability committee & raise  
more awareness to youth

Thank you for applying, Salida City Council

Please return the completed application to:

City of Salida  
448 E. 1<sup>st</sup> Street, Suite 112  
Salida, CO 81201  
or email to:  
[Clerk@cityofsalida.com](mailto:Clerk@cityofsalida.com)

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 14**  
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE SUSTAINABILITY COMMITTEE PURSUANT TO SECTION 2-18-10 OF THE SALIDA MUNICIPAL CODE.**

**WHEREAS**, in accordance with Section 2-18-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee and

**WHEREAS**, the Sustainability Committee (the “Committee”) shall consist of five to nine appointed members, eight of whom shall be appointed by the City Council and one who shall be appointed by the Board of County Commissioners. Further, one member shall be a youth representative within the age range of 14 to 18 years of age, the City Council wishes to fill the vacancy for prescribed terms; and

**WHEREAS**, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the Sustainability Committee; and

**WHEREAS**, in accordance with Section 2-18-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

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

1. The City Council hereby appoints \_\_\_\_\_ as a one year member of the Salida Sustainability Committee; term to expire January 2, 2025.

RESOLVED, APPROVED, AND ADOPTED this 6th day of February, 2024.

CITY OF SALIDA, COLORADO

By \_\_\_\_\_  
 Mayor Dan Shore

[SEAL]  
 ATTEST:

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



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	February 6, 2024

### **ITEM**

Resolution 2024-15 to amend resolution 2023-42 certifying delinquent utility accounts to the Chaffee County Treasurer

### **BACKGROUND**

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

The 2023 delinquent accounts certified to the Chaffee County Treasurer via resolution 2023-42 on October 3, 2023 included 2022 charges still delinquent in 2023. The Chaffee County Treasurer has informed us that since a lien is still in place for the 2022 delinquency, the correct amount to certify for 2023 is only the new delinquent amounts added in 2023. This resolution amends the amounts to include only the 2023 delinquency.

Attachment A to the resolution provides details of the delinquent accounts.

### **FISCAL NOTE**

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

### **STAFF RECOMMENDATION**

Staff recommends approval of the motion.

### **SUGGESTED MOTION**

A council person should make the motion "I move to approve Resolution 2024-15 to certify delinquent charges, assessments, or taxes to the Chaffee County Treasurer"

#### Attachments:

Resolution 2024-15

List of Delinquent Accounts

**CITY OF SALIDA, COLORADO  
RESOLUTION 2024-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
AMENDING RESOLUTION 2023-42 CERTIFYING DELINQUENT CHARGES,  
ASSESSMENTS, OR TAXES TO THE CHAFFEE COUNTY TREASURER TO BE  
ADDED TO THE 2023 TAX ROLL TO CORRECTED AMOUNTS.**

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

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

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

WHEREAS, resolution 2023-42 adopted October 3, 2023 included unpaid 2022 delinquent amounts whereas Chaffee County Treasurer has already recorded the 2022 lien and thus the 2023 lien should be certified separately; and

WHEREAS this resolution corrects the amounts for the two impacted delinquent accounts.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. Pursuant to Chapter 4, Article VII of the Salida Municipal Code, "Municipal Liens", all delinquent charges, assessments, or taxes that have not been otherwise collected, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2023 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
3. Pursuant to Chapter 13, Article III of the Salida Municipal Code, "Certification of Water and Sewer Charges", all delinquent water, sewer, and special charges, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2023 tax roll and collected and paid by

the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.

RESOLVED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SALIDA, COLORADO

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

[SEAL]

ATTEST:

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

Exhibit A  
Original and Amended delinquent account amounts

Original amounts certified:

Account	Contact	2023 Lien Amounts	Parcel Number	Address	Legal Description
<a href="#">01-000007082-00</a>	KRISTEN EDELMAN	1,473.76	380704300137	610 Walnut Street, Salida, CO 81201	LOT 63 LEWIS THOMPSON ADD SALIDA B522 P675 M9500008038 LOCATED ON LAND
<a href="#">01-000008268-00</a>	WINDMILL RESTAURANT	1,361.95	380704214004	588 East First Street, Salida, CO 81201	LOTS 20 THRU 25 BLK A AND PT LOTS 2 3 BLK C BABCOCKS ADD SALIDA REC 279863 REC 279862 TREASURER
	2,835.71				

Ammended amounts certified:

<a href="#">01-000007082-00</a>	KRISTEN EDELMAN	652.62	380704300137	610 Walnut Street, Salida, CO 81201	LOT 63 LEWIS THOMPSON ADD SALIDA B522 P675 M9500008038 LOCATED ON LAND
<a href="#">01-000008268-00</a>	WINDMILL RESTAURANT	705.32	380704214004	588 East First Street, Salida, CO 81201	LOTS 20 THRU 25 BLK A AND PT LOTS 2 3 BLK C BABCOCKS ADD SALIDA REC 279863 REC 279862 TREASURER
	1,357.94				



## CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Parks and Recreation	<b>PRESENTED BY</b> Diesel Post - Parks and Recreation Director	<b>DATE</b> 2/6/24
---	--	-----------------------

### ITEM

Resolution 2024 – 16 authorizing the lease agreement with the FIBArk community paddling program for the lease of the FIBArk boat house.

### BACKGROUND

The Department of Parks and Recreation has been leasing the FIBArk boathouse since 2022 as we make improvements intended to allow for functional operations of the Recreation division as well as a programming location. The Recreation staff will be moving out of the small office at the pool and into the FIBArk Boathouse. The Boathouse will also be used as a location for classes, activities, and events for the Recreation division while still allowing the FIBArk board to use the facility for the FIBArk festival and evening board meetings. At the time of the packet deadline, item 9 regarding ADA compliance responsibility was in negotiations. The City is taking responsibility for any possible access needs, the legal team was unaware of this at the time of their review and editing.

Previously, the lease has been year to year. The FIBArk board has offered the opportunity to enter into a 3-year lease at this time.

### FISCAL NOTE

This lease is written so that any maintenance or improvements the that City does to the Boathouse is forgiven for the monthly lease amount on a dollar-for-dollar basis. The monthly rent is \$1,348.00, and at this point, the City does not need to pay for the lease based on improvement to the heating, plumbing, and interior required to use the space for the City's purposes. Work slated for the facility to finish preparing it for City functions will currently cover the lease payments until June of 2024.

### STAFF RECOMMENDATION

To approve resolution 2024 - 16 authorizing the lease agreement with the FIBArk community paddling program for the lease of the FIBArk boat house.

### SUGGESTED MOTION

A Councilperson should move to "approve resolution 2024 –16 authorizing the lease agreement with the FIBArk community paddling program for the lease of the FIBArk boat house".

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 16  
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
AUTHORIZING THE LEASE AGREEMENT WITH FIBARK COMMUNITY  
PADDLING CENTER**

**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**, for some years now, the City has been renting the building located at 240 North F Street for Parks and Recreation administration and programming; and

**WHEREAS**, the City desires to continue renting the above named property for that purpose and therefore has negotiated a Lease Agreement attached as Exhibit A; and

**WHEREAS**, the City Council (“Council”) authorizes the City to enter into this Lease Agreement.

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

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

**Section 2.** The Salida City Council hereby authorizes the City lease of the subject Property, and therefore authorizes the Mayor to sign the Lease Agreement, attached hereto as Exhibit A.

**RESOLVED, APPROVED, AND ADOPTED this 6th day of February, 2024.**

CITY OF SALIDA

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

[SEAL]

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

**Exhibit A**  
**Lease Agreement with FIBArk Community Paddling Center**

## LEASE

This Lease is dated this \_6th\_ day of \_February\_, 2024, by and between FIBArk Community Paddling Center ("Landlord") and the City of Salida, Colorado ("Tenant").

## BACKGROUND

Landlord is the owner of the following real property: the building located at 240 North F Street, Salida, Colorado; and Landlord desires to lease to Tenant and Tenant desires to lease from Landlord for purposes of City of Salida Parks and Recreation Department administration and programming, space located within the real property, as described more fully below, subject to the terms and conditions contained in this Lease.

## AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the real property consisting of the building at 240 North F Street, Salida, Colorado, subject to all easements, reservations and restrictions of record, including all city, county, state and federal zoning laws and other use regulations (the "Premises"). At this time, the Premises does NOT include the southwestern portion of the building currently being used by for recreational tube rentals. The Premises are rented AS IS. Landlord shall furnish Tenant, free of charge, with two (2) keys or the applicable codes for each necessary corridor door entering the Premises. Additional keys will be furnished at a charge by Landlord equal to the cost plus 15% on an order signed by Tenant. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises. **See attached exhibit.**
2. Term. The term of the Lease and Tenant's obligation to pay rent is for thirty-six (36) months beginning on February 1, 2024 and expiring on December 31, 2027, unless terminated sooner as provided in the Lease, further the obligations describes herein shall be subject to annual appropriation by the City Council, at its sole discretion.
3. Option to Renew. At the end of the Term as described above, should Tenant remain in whole or partial possession of the Premises for any reason, this Lease will renew on a month-to-month basis unless otherwise agreed-upon. Tenant shall be required to provide Landlord thirty (30) days' written notice that Tenant is vacating the Premises either at the end of the Lease Term or during any extension thereafter.
4. Rent. During the term of the Lease, Tenant shall pay to Landlord rent as follows:
  - a. **Starting on February 1, 2024 and on or before the 1st day of each month thereafter, Tenant shall owe to Landlord monthly rent of \$1,348.00, for a total obligation of \$48,528 over the specified term of the Lease. Rent does not need to be paid in cash and can be the equivalent of maintenance and/or improvements.**

- b. Rent shall be considered late and a default shall enter if rent is not received by the close of business (5:00pm MT) on the 6th calendar day of the month. Any late rent payment or amount due under this Lease shall bear interest at six percent (6%) per annum from the due date until paid in full.
5. Lease Break Fee. In the event Tenant fails to fulfill the Lease Term, Tenant shall pay to Landlord an additional fee equivalent to one (1) month's rent. This fee is incurred for work taken on by Landlord in finding a new tenant for the unit. The Lease Break Fee shall be paid at the time the Lease is broken and shall be in addition to the security deposit. Additionally, Tenant shall be responsible for any other charges and/or damages to which Landlord may be entitled pursuant to this Lease or applicable law. In the event of a lease break, Tenant shall be responsible for paying the monthly rental rate until the property is rented or until the Lease Term expires, whichever is sooner.
6. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
7. Use. Tenant shall only use the Premises for the purpose of administration and programming for City of Salida Parks and Recreation operations, and related services. Such services shall be consistent with all applicable laws, codes, ordinances, orders, restrictions and other regulations, including, but not limited to, city, county, state and federal laws and regulations. Tenant shall comply with all laws, ordinances, rules, and orders of appropriate governmental authorities affecting the operation and occupancy of the Premises. Tenant shall not keep or have on the Premises anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
8. Non-Exclusive Use. Tenant understands that Tenant's use of the Premises as described herein is not intended to be exclusive. Tenant acknowledges that Landlord retains the right to and in fact intends to use, the Premises as needed for its routine meetings and programming, and to administer youth paddling events held in the Salida Whitewater Park. Landlord will give Tenant 24-hour notice of such use. Tenant shall not have access to the basement without written consent of Landlord. **The Landlord reserves the right to use the premise for the week before and the weekend of the annual FIBArk festival.**
9. Condition of the Premises. Tenant acknowledges that it has examined and knows the condition of the Premises. Landlord has made no representations or warranties as to the condition or repair of the Premises or its suitability for Tenant's operations, and Tenant accepts the same in an "AS IS" condition. Tenant understands that the Premises may not currently be compliant with the most current requirements of the Americans with Disabilities Act ("ADA"). Landlord shall *be or not be* (currently negotiating) responsible for the cost of any necessary updates to the Premises to make it ADA-compliant. Upon vacation by the Tenant, Tenant shall ensure

the Premises is in clean condition. Should the Premises not be left in clean condition, Landlord shall be entitled to have the Premises professionally cleaned at Tenant's expense.

Tenant is aware that the plumbing system in the Premises is currently inoperable and that Landlord makes no representations or guarantees that the plumbing will be operable at any time during the Term of this Lease. Tenant has represented that working plumbing is not a necessary fixture to achieve their purpose, and thus Tenant waives any expectation or requirement that Landlord provide working plumbing in the Premises.

10. Licenses, Taxes and Ordinances. Except for property taxes relating to the Premises (other than possessory interest taxes), Tenant shall be responsible for and promptly pay to the proper authorities when due, all applicable licenses and taxes, including, without limitation all unemployment, social security, Medicare, federal, state and local taxes (including possessory interests, if any), assessments, installments of assessments and public charges, both general and special, and occupational licenses accruing during the lease term against the Tenant or its operations. Tenant is responsible for compliance with all city, state and federal ordinances in connection with the conduct of its services and the Premises.

11. Utilities. Landlord will pay utility charges attributable to the Premises, including, and limited to charges for water, heat, electricity, sewage, waste and trash removal. Tenant shall bear the cost of any high consumption electrical machines, including air conditioners and other high or unusual electrical usages.

12. Alterations and Improvements. Tenant shall not make or permit any alterations, additions or improvements to or of any part of the Premises without the written consent of Landlord. Any alterations, additions or improvements to or of said Premises, excepting movable furniture and equipment, whether or not consented to by Landlord, shall on the expiration of the lease term become a part of the realty and belong to Landlord and shall be surrendered with the Premises. This includes specifically light fixtures, locks, attached floor covering (including wall-to-wall carpeting), built-in cases and cabinets and equipment or fixtures of a similar nature. If Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant **at an equivalent forgiveness of the Tenant's lease cost.** Upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord given at least sixty days prior to the end of the lease term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, at its sole cost and expense, repair any damage to the Premises caused by such removal.

If Tenant makes or permits any applicable alterations, additions or improvements to the premises, then Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let, and supervise all applicable contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contractor to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. It is Tenants responsibility to advise the contracted party of this provision prior to any work being commenced on the property.

Tenant shall cause all applicable contracts to be fully and completely performed in a good and workman like manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of any applicable construction by Tenant, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or license necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Should a lien be filed against the Premises or Landlord as a result of Tenant's lease or repairs, Tenant shall cause the lien to be released within 30 days either by payment, settlement, or bonding around the lien. If Tenant fails to have the lien released in 30 days, Tenant shall be in default of the Lease and Landlord may post and charge the premium to Tenant as additional rent. Tenant, to the extent permissible by law, shall hold harmless and indemnify Landlord, including for Landlord's attorneys' fees incurred in any lien collection process and foreclosure lawsuit or to remove any liens caused by the acts or omissions of Tenant.

All repairs, alterations or additions to said premises made during the term of this Lease shall be and become the property of Landlord and Landlord shall be under no obligation to reimburse Tenant for any sums of money so expended or for value realized in making repairs, alterations, improvements, or other remodeling of the interior or exterior of the Premises, except as agreed by Landlord in writing.

13. Maintenance and Repair. Responsibility to maintain the Premises in good order, condition, and repair are as follows:

**As to Landlord:** All of Landlord's personal property, exterior roof, exterior walls, foundations and structural portions of the Premises (excluding the plumbing, the condition of which has been outlined above). Electrical systems will be limited to any area outside the heated area of the leased premises. The Tenant can request and oversee maintenance to the Landlords responsibility with the Landlord permission; and will submit invoices for repair to the Landlord, those fees will be deducted from the rent.

**As to Tenant:** All of Tenant's trade fixtures and interior or exterior improvements and signage, floor coverings, interior surface of the ceilings, windows, doors, lights, skylights, interior walls, the interior surfaces of exterior walls, and to the extent located within the Premises -, telecommunications equipment, network cabling, and lighting fixtures. Any items that are the responsibility of Landlord, but damaged by Tenant or Tenant's invitees or guests due to misuse or reckless or intentional acts or omissions, including to notify Landlord of any defect, damage or need for repair.

In the event that repairs or replacements are needed to be made by Tenant, Tenant shall provide written notice to Landlord who first shall approve the manner of such repair. In the event of emergency repairs, Tenant shall provide immediate notice to Landlord

of the emergency. If Tenant authorizes emergency repairs without the pre-approval of Landlord, the rear out and replacement of such repairs shall be at the expense of Tenant if such repairs are incongruous and non-conforming to the mechanic's and aesthetics of the Premises. The Tenant will submit invoices for repair to the Landlord, and those fees will be deducted from the rent.

Landlord provides no security against criminal conduct for the Premises, or Tenant, Tenant's guests, invitees, and licensees. Tenant may install a security system on the Premises at Tenant's sole cost and liability. Landlord will not be required to maintain such system and its functionality and usefulness will be solely up to the Tenant. Should any damage, vandalism, and or theft occur on the Premises, it will be up to the Tenant to provide any relative details to any and all police departments and/or insurance companies.

All repairs to said premises made during the term of this Lease shall be and become the property of Landlord and Landlord shall be under no obligation to reimburse Tenant for any sums of money so expended in making repairs except as agreed to in writing; alteration or other remodeling of the interior or exterior of said premises shall not be made without consent of the Landlord being first obtained.

14. Indemnity. Landlord shall not be liable to Tenant or any other person for any damage from any cause whatsoever to any real or personal property, irrespective of its ownership, located in or about the Premises, or for any personal injury, damage or death suffered by any person whomsoever in or about the Premises. Tenant agrees to exercise all reasonable care and diligence in the occupation, use, repair and maintenance of the Premises, so as to avoid the causing of any injury or damage to any person or property. To the extent permissible by law, Tenant shall protect and indemnify Landlord and hold Landlord harmless from all claims, demands, damages and liability (including without limitation, attorneys' fees and expenses) to any and all persons arising from damage to property or personal injury occasioned to or sustained in or about the Premises.

15. Insurance.

a. Liability. Tenant shall at its sole cost and expense procure and maintain in force a policy of general public liability insurance insuring the Premises against loss or injury to any person or property arising from Tenant's use and/or occupancy of the Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Landlord, at Tenant's sole expense, shall be named insured or additional insured on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, Tenant's occupancy and/or use of the Premises. Tenant shall promptly increase its coverage, if necessary, as required by law.

b. Peril. Tenant also shall at its sole cost and expense keep Tenant's personal property located on the Premises insured against loss or damage by reason of fire, vandalism and malicious mischief and such other risks as may be included in the standard form of fire and extended coverage insurance from time to time available in an amount equal to 100% of the replacement value thereof. (Landlord is not providing any insurance for damage or destruction of personal property on or contents of the Premises.) If the Premises are destroyed or substantially damaged by a casualty not covered by Landlord's

insurance, or the Premises are destroyed or rendered untenable to an extent in excess of 25% of the floor area by a casualty covered by Landlord's insurance, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within 60 days after the occurrence of such casualty. If Landlord elects to rebuild and repair, Landlord shall proceed to do so with reasonable diligence at its sole cost and expense. Landlord's obligation to rebuild and repair shall in any event be limited to restoring the Premises to substantially the condition which existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant. During such time, if the premises are uninhabitable, the Tenant shall not be responsible for rent.

c. Certificates. Tenant shall annually furnish the Landlord with copies or company-issued certificates of insurance policies obtained by Tenant in compliance with this paragraph, and Tenant shall ensure that Landlord is notified in writing and at least thirty (30) days in advance of any amendment or cancellation of such policy or policies.

16. Remedies In Default. Upon the occurrence of any event of default, and (i) if such default is the failure to pay money due hereunder and the same is not paid within five days after notice thereof from Landlord to Tenant, or (ii) if such default is any event other than the nonpayment of money and the same is not cured within ten days after notice thereof from Landlord to Tenant, Landlord at its option, and with a minimum of thirty (30) days notice may terminate the Lease and Tenant's rights to possession of the Premises shall cease, and Landlord shall have the right to re-enter and take possession of the Premises, including all improvements. The rights and remedies reserved by Landlord hereunder shall be construed as cumulative and as continuing rights. No right or remedy shall be exhausted by the exercise thereof or of another on one or more occasions.

17. Assignment and Subletting. Tenant shall neither voluntarily nor by operation of law assign, transfer, hypothecate or encumber the Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, and shall not permit any other person to occupy or use the Premises or any Portion thereof without the prior written consent of Landlord, and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

18. Subordination. Landlord shall have the right to sell, assign, transfer, convey, mortgage and/or pledge in whole or in part the Premises, the Lease and all rights existing and to exist hereunder. The Lease and the rights of the Tenant hereunder shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of such rights by Landlord, including without limitation the lien of any mortgage, deed of trust or security agreement now or hereafter placed upon the Premises.

19. Notices. All notices shall be in writing and shall be delivered personally, mailed by United States registered or certified mail (return receipt requested and postage prepaid), or sent by courier confirmed by receipt, addressed to the party at the addresses set forth below, or at such other address as the applicable party has designated to the other in accordance with this Section.

**If to Landlord:**

**FIBArk Community Paddling Center  
P.O. Box 762  
Salida, CO 81201**

**If to Tenant:**

**City of Salida  
448 East 1st Street  
Salida, CO 81201**

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

20. Inspection. Landlord and persons authorized by Landlord shall have the right to enter and inspect the Premises at all reasonable times with reasonable notice given, and shall have the additional right, but not the obligation, to enter for the purpose of protecting their interest in the Premises, including making repairs, replacements and performing maintenance work. During the last 30 days prior to the expiration of the Lease, Landlord shall have the right to post "For Rent" signs, and at reasonable hours with reasonable notice given, to enter upon the Premises and exhibit the same to prospective Tenants.

21. Signs. Tenant shall not place upon nor permit to be placed upon any part of the Premises any signs, billboards or advertisements without the written consent of Landlord, except those already installed and in place.

22. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease.

23. Prior and Subsequent Agreements. The Lease contains all of the agreements of the parties hereto with respect to any matter in connection with the lease of the Premises and Tenant's use of the Premises. No provision of the Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

24. Severability. Any provision of the Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Lease as of the date first appearing above.

{Signature Page follows}

Landlord:

FIBARK COMMUNITY PADDLING CENTER

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

FIBArk Community Paddling Center

Board of Directors

Tenant:

CITY OF SALIDA

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

Name: Christy Doon

Title: City Administrator

# FIBArk LEASE EXHIBIT

