



REGULAR MEETING OF THE CITY COUNCIL

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, June 18, 2019 - 6:00 p.m.

AGENDA

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call

2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – June 4, 2019
 - c. Salida Riverside Art and Music Festival – Liquor License
 - d. Letter of Support – Browns Canyon Sustainable Alternative
 - e. Stipulation Agreement with the Board of Water Works of Pueblo, Colorado - Case No. 16CW3103

3. Citizen Comment – 3 minute time limit

4. Unfinished Business/Action Items
 - a. Public Hearing and Second Reading for Ordinance 2019-10 Amending Chapters 2 and 16 of the Salida Municipal Code Regarding the Powers and Duties of the Historic Preservation Commission and the Process for Approval of Minor and Major Activity (Kristi Jefferson)
 - b. Public Hearing and Second Reading for Ordinance 2019-11 Amending Chapter 5, Article 1, of the Salida Municipal Code Regarding Charter Franchise Agreement (Michael Varnum)

5. New Business/Action Items
 - a. Resolution 2019-33 Adopting and Entering Into the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust and Taking Other Actions in Connection Therewith (Doug Bess)
 - b. Resolution 2019-34 Request to Enter Into a Professional Services Agreement to Complete the Downtown Parking Study (Glen Van Nimwegen)

6. Councilmembers, Mayor and City Treasurer Reports
 - Councilors Bowers, Shore, Templeton, Critelli, Brown-Kovacic, Kasper, Mayor Wood

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

- Treasurer Pappenfort
- Chaffee County Development Services Department Report
- Chaffee County Office of Housing May 2019 Report
- Staff reports

7. Adjourn

[SEAL]

City Clerk/Deputy City Clerk

Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, June 4, 2019 - 6:00 p.m.

MINUTES

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call

2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – May 21, 2019
 - c. Approval of Asphalt Chip Sealing Project
 - d. Approval to Update the Existing Raw Water Study Professional Services Agreement
 - e. Approval of Revocable License Agreement – Grazing Lease
 - f. Approval of Letter to Salida School District Board of Education

Critelli made a motion to combine and approve the items of the Consent Agenda. Seconded by Templeton. With all in favor, THE MOTION PASSED.

3. Citizen Comment – no one spoke.

4. New Business / Action Items
 - a. First Reading and Setting a Public Hearing for Ordinance 2019-10 Amending Chapters 2 and 16 of the Salida Municipal Code Regarding the Powers and Duties of the Historic Preservation Commission and the Process for Approval of Minor and Major Activity (Kristi Jefferson)

Kasper made a motion to approve Ordinance 2019-10 on first reading and setting a second reading and public hearing for June 18, 2019. Seconded by Critelli. With all in favor, THE MOTION PASSED.

- b. First Reading and Setting a Public Hearing for Ordinance 2019-11 Amending Chapter 5, Article 1, of the Salida Municipal Code Regarding Charter Franchise Agreement (Nina Williams)

Shore made a motion to approve Ordinance 2019-11 on first reading and setting second reading and public hearing for June 18, 2019. Seconded by Templeton. With all in favor, THE MOTION PASSED.

- c. Resolution 2019-32 Approving a Supplemental Lease Agreement between the City of Salida and the Union Pacific Railroad for Parking Lot Expansion

Shore made a motion to approve Resolution 2019-32. Seconded by Critelli. With all in favor, THE MOTION PASSED.

5. Councilmembers, Mayor and City Treasurer Reports

- Bowers asked about the caboose and its restoration process, and whether the lease with UP will, in conjunction with the caboose being moved, create more parking. David Lady answered that it would not change.
- Shore participated in an opioid MET call with a second meeting upcoming. He also spoke with Harry Brull.
- Templeton attended a webinar regarding recycling. The new focus is on education and also product stewardship – encouraging manufacturers and consumers to use items in glass, metal and corrugated cardboard.
- Critelli attended Shared Risk and Protective Factors in Keystone which focuses on youth participation in politics.
- Brown-Kovacic spoke of her trip to Japan and feels that the exchange of information and ideas was very thorough. Would like to do a presentation at the June 17, 2019 work session.
- Kasper will be gone June 17 & 18. Also mentioned Shakespeare in the Park this weekend.
- Mayor Wood mentioned that the statues in front of the Touber Building are up and functioning, and praising staff for cleaning them up. Spoke of attending the bill signing by the Governor at the SteamPlant. Very excited about the UP lease. Hinted that the City is very close to hiring a Parks and Rec director and finally that Thursday morning is a presentation about the PRTOS Master plan. There also ensued conversation about the misinformation regarding tap fees.
- Treasurer Pappenfort said that the finance committee has set their first meeting later this week.

7. Adjourn – at 6:49pm.

[SEAL]

City Clerk/Deputy City Clerk

Mayor P.T. Wood



Creative Resources And Venues

Our mission is to inspire, support and promote artists of various artistic disciplines, and provide quality venues to perform and exhibit; and to distribute educational business materials and grants to help individuals develop sustainable artistic careers that contribute to the world in a meaningful and creative way.

5/14/19/

Letter of Intent

Salida Riverside Art & Music Festival

Greetings Salida City Council,

We are pleased to present the 11th Annual Salida Riverside Art and Music Festival in Riverside Park. The festival features approximately 50 fine artists from 12-15 states, juried by a panel of professional artists and selected for this show.

The festival is organized the same as the previous 9 years at Riverside Park. Below are the details of the festival.

- Riverside Park and Ampitheater
- Event dates are July 20 and 21 - with set up July 19
- Event Hours: Sat. 10:00am - 7:00pm and Sun. 10:00am - 4:00pm
- Set Up Hours: Sat. 8:00am - 6:00pm
- Breakdown of booths to be at end of event, Sunday at 4:00pm - 7:00pm
- Hours: Sat. 10:00am - 7pm and Sun. 10:00am - 4pm
- Beer and Wine Garden - sponsored by KHEN Radio
- Live musicians on the Ampitheater stage during festival hours
- Food vendors with approved documentation
- Overnight security both Saturday and Sunday
- No street closures, or fencing other than Beer/Wine Garden
City fencing is requested as in past years

We are appreciative of the help and support we receive every year from the City of Salida; and we look forward to continuing this great tradition.

Thank you.

Danna Tullis
Creative Resources And Venues
CEO and Founder

CreativeResourcesAndVenues.org 303-916-5711

Art & Music Festivals in Denver . Salida . Parker . Colorado Springs

CITY OF SALIDA

PARK RESERVATIONS

APPLICATION B: EVENTS TO WHICH THE PUBLIC IS INVITED THAT MAY REQUIRE PERMITS FOR STREET CLOSURES, ALCOHOL, AMPLIFIED SOUND

Please review the attached Provisions for Park Rental and Rules and initial here. _____

Date of application _____

Date:

1. Event location(s): RIVERSIDE PARK

2. Date(s) & times(s) of event: July 19 (set up); July 20-21 (event)

3. Individual or organization sponsor(s): Creative Resources and Venues

Address: _____

Telephone: 303-916-5711 Email: DANNA TULLIS 1@GMAIL.COM

4. Contact person: DANNA TULLIS

Address: - same as above -

Telephone: _____ Email: _____

5. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.

Juried arts and live music festival with food, beer + wine, and kids art activities

6. Estimated number of people: total 1500 (750 per day)

7. Are street closures proposed in your event? no If yes, where and when? _____

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

8. Do you plan on using any portion of the Salida Trail System (STS) during your event? no
If yes, describe when, how and where. _____

9. Please attach an **event site plan** including venues, street closures, parade/race routes, emergency vehicle access routes, portable toilet placement, vendor booths, etc.
OUTLINE (on the site map) THE AREA WHERE ALCOHOL WILL BE DISTRIBUTED.

10. Will there be amplified sound? Yes No
If yes, please fill out the attached **AMPLIFIED SOUND PERMIT**.

11. Will you need electricity? Yes No
If yes, for what purpose? artist booth lights
A fee of \$10/day will be charged for events requiring electricity.

12. **County Health policy REQUIRES 1 toilet/50 people.** Events with over 100 attendees must have additional portable toilets. Local providers are: Arkansas Valley Porta Pots (719) 539-9957; CP's Portables (719) 539-4985.

13. **Events with 50 or more participants require a professional trash service.**
You are responsible for trash removal during and after your event. The local trash company is Waste Management, (719) 539-6911. Will you be renting trash/recycling containers?
Yes No

We encourage recycling for all events. Contact Angel of Shavano Recycling (Mickey at (719)-207-1197) to arrange for recycle bins at your event.

If clean-up is not satisfactory, damage deposit may not be refunded.

14. Will any food or merchandise be sold? Yes No
If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416 and the Chaffee County Public Health Department for food licenses at (719) 539-2124.

Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Fire Department.

15. Will alcoholic beverages be sold and/or dispensed at your event? Yes No
If yes, please fill out the attached Application for Special Events Permit and submit it along with the necessary fees. **A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations.** Events requiring alcohol licenses must submit their applications at least 90 days in advance of the event.

* -> K.P.C.E. submitted application

16. Will you require any law enforcement services specific for your event?
Yes No
If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc)? _____

Date(s) and time(s) officers needed: _____

17. Where do you plan for people to park for your event? city approved parking

18. Please explain your Emergency Action Plan, including first aid stations and communication with public safety agencies.

Hospitality tent near stage has first aid kit &
water. 911 will be called as necessary

19. Will you need event insurance? Yes No Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. **Proof of insurance will be required with this application AND MUST list the City as an additional insured party.**

20. Please list any needs or requirements that have not been covered. _____

Signed:

Event Sponsor: Donna Tullis Date: May 14, 2019

APPLICATION B Fees:

Park Fee: _____ \$50/4 hours or \$100/park/day or \$200/park/day if park is used overnight (for example, fencing or tents are kept up)

Electricity: \$30 \$10

Damage Deposit: _____ \$75 All parks **except** Riverside. Please make this a separate check so it can be refunded or destroyed if the park is left in satisfactory condition.

\$150 \$150 Riverside Park/Band Shell. The permit holder must pick up and sign for the band shell key at the Aquatic Center prior to the event.

Liquor Permit: \$100 Make out one check Delivered to Clerk
\$100 to the City of Salida 5/15/19

Multiple Vendor: _____ \$75 to the City of Salida
\$20 per vendor to the City of Salida

Total Fees : _____
Make checks payable to the City of Salida, unless otherwise noted.



Permit #: _____

**CITY OF SALIDA
AMPLIFIED SOUND PERMIT**

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

Permittee: Creative Resources and Venues

Address: [Redacted]

Telephone: 303-916-5711

Individual supervising sound (if different from Permittee): Clyde Tullis

Activity/event: Salida Riverside Art + Music Festival

Type of sound amplification equipment authorized (if any): standard stage music amplification, mics, monitors

Location: Riverside Amphitheater

Date(s): July 21 + 22, 2019

Hours of operation: 10am - 7pm; 10am - 4pm

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

Expiration: _____

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

Approved by the City Administrator on the _____ day of _____ 20____

City of Salida: _____
(City Administrator)

Accepted and agreed to by the Permittee: _____

Date: _____

SALIDA RIVERSIDE FINE ARTS FESTIVAL



SALIDA RIVERSIDE FINE ARTS FESTIVAL
 July 20-21, 2018 Set up date: July 19
<http://coloradoeventsandfestivals.com>
 Danna & Clyde Tullis (303)916-5711, (719)221-3255

dumpsters

ally

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

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

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

Filing Information

Your filing information is as follows

Date: 5/8/19

Name: RAVEN HILL INC.

Address: 1038 Cooper Ave
Colorado Springs,
Colorado 80905-1005

Sales Tax Account Number: 40195613

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

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

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

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

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

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

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




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2019

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

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

PRODUCER R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602		CONTACT NAME: Robert V. Nuccio PHONE (AG, Ho, Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com FAX (AG, Ho): (818) 980-1595	
INSURED Creative Resources & Venues 		INSURER(S) AFFORDING COVERAGE INSURER A: The American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21857

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	XXC80514929 NAEP087764	7/20/2019	07/22/2019	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: City of Salida

CERTIFICATE HOLDER

City of Salida
448 E 1st St #112
Salida, CO 81201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

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

LIAB Type of Special Event Applicant Is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Mall, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate KHEN Tnederfoot Transmitting inc.	State Sales Tax Number (Required)
---	-----------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 596 123 E rd St Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Riverside Park Sackett Ave Saldia, CO 81201
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
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4. Pres /Secy of Org or Political Candidate			
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5. Event Manager Clyde Tullis			719.221.3255
----------------------------------	--	--	--------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS?	7. Is premises now licensed under state liquor or bear code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?
---	--

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
July 20	From	11:00	P.m.	July 21	From	11:00	P.m.				
	To	7:00	P.m.		To	4:00	P.m.				

Oath of Applicant

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

Signature: <i>Arminia Bone</i>	Title: KHEN Board Member/Director	Date: 5/9/19
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <i>City of Salida</i>	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk 719.530.2630
Signature: <i>[Signature]</i>	Title: <i>City Administrator</i>	Date: 5.15.2019

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

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

(Instructions on Reverse Side)

RECEIVED

MAY 15 2019

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

TENDERFOOT TRANSMITTING, INC

is a

Nonprofit Corporation

formed or registered on 01/24/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011017184 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/08/2019 that have been posted, and by documents delivered to this office electronically through 05/09/2019 @ 11:53:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/09/2019 @ 11:53:17 in accordance with applicable law. This certificate is assigned Confirmation Number 11564066 .



Jena Griswold

Secretary of State of the State of Colorado

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

RECEIVED
MAY 15 2019

BY:

June 18, 2019

Bureau of Land Management
BCNM RMP/EIS
5575 Cleora Road
Salida, CO 81201

RE: Letter of Support – Browns Canyon National Monument Sustainable Alternative

To Whom It May Concern:

The City of Salida is grateful for the opportunity to comment on the Browns Canyon National Monument Resource Management Plan. The City has a deep and vested connection with BCNM and hopes that this letter will assist in development of the RMP to serve our residents and guests of the City of Salida.

Please accept this letter as the City Council's support for the Sustainable Alternative as proposed and presented to the BLM by the Friends of Browns Canyon. We believe that the Sustainable Alternative ensures local partners and community members have a seat at the table for implementation of the RMP and provides a voice for local control and management of this cherished resource. It is the City Council's belief that the Sustainable Alternative

- Allows for protection, conservation and enhancement of ecological values in the area.
- Maintains access for visitors.
- Protects cultural resources.
- Supports local and regional economies.
- Ensures local stakeholders have a voice.
- Protects wildlife.

We look forward to continuing to participate in the public process for development of the BCNM RMP and its implementation. We hope that the City of Salida's support of the Sustainable Alternative as proposed by the Friends of Browns Canyon will be incorporated into the RMP and public record. Thank you for your attention to this matter and diligence on behalf of our nation's public lands.

Sincerely,

P.T. Wood
Mayor

Cc: Salida City Council
Friends of Browns Canyon

Exhibit B

<p>DISTRICT COURT, WATER DIVISION 2, PUEBLO COUNTY, COLORADO, Address: Pueblo Judicial Building 501 North Elizabeth Street, Suite 116 Pueblo, Colorado 81003</p>	<p style="text-align: center;">▼COURT USE ONLY▼</p> <p>Case No. 16CW3103</p> <p>Div.: Ctrm.</p>
<p>CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE BOARD OF WATER WORKS OF PUEBLO, COLORADO</p> <p>IN PUEBLO, FREMONT, CHAFFEE, LAKE, CROWLEY, AND OTERO COUNTIES</p>	
<p>Attorneys for Pueblo Water:</p> <p style="padding-left: 40px;">William A. Hillhouse II John P. Justus Karoline M. Henning</p> <p>Firm Name: HOSKIN FARINA & KAMPF Professional Corporation 200 Grand Avenue, Suite 400 Post Office Box 40 Grand Junction, Colorado 81502-0040</p> <p>Telephone No.: (970) 986-3400 Fax No.: (970) 986-3401 E-mail Address: <i>whillhouse@hfak.com;</i> <i>jjustus@hfak.com; khenning@hfak.com</i></p> <p style="padding-left: 40px;">John J. Cyran CONFLUENCE WATER LAW LLC 3570 E 12th Ave, Suite 311 Denver, Colorado 80206 (720) 532-1767 x1018 <i>john@confluencewaterlaw.com</i></p> <p>Attorney Reg. Nos. 2959; 40560; 23144; 49061</p>	
<p>Attorneys for Opposer the City of Salida:</p> <p>Jennifer M. DiLalla, #40319 William D. Davidson, #49099 Moses, Wittemyer, Harrison and Woodruff, P.C. 2595 Canyon Boulevard, Suite 300 Boulder, CO 80302 Telephone: (303) 443-8782 Facsimile: (303) 443-8796 <i>jdillala@mwhw.com; wdavidson@mwhw.com</i></p>	
STIPULATION BETWEEN APPLICANT AND OPPOSER THE CITY OF SALIDA	

Applicant, The Board of Water Works of Pueblo, Colorado (“Applicant”), and Opposer the City of Salida (“Opposer”), by and through their respective undersigned counsel, stipulate and agree as follows:

1. Opposer consents to the entry of a decree in this case that is no less protective of Opposer and no less restrictive on Applicant than the Applicant’s proposed decree dated April 4, 2019, including Exhibits A through G, which are attached as Exhibit 1 to this Stipulation (“Proposed Decree”), and that is not otherwise inconsistent with this stipulation. Pueblo Water will provide future drafts of proposed decrees to Opposer for review and comment before Pueblo Water files these with the Court.
2. This Stipulation is entered into by way of compromise and settlement of this litigation, and the agreement of the undersigned parties for entry of said Proposed Decree is not to be construed as concurrence by these parties beyond the Decree adjudicated herein with any findings of fact or conclusions of law contained therein or with the engineering methodologies utilized by either party in arriving at this Stipulation, and nothing contained in said Proposed Decree is binding upon either party in any proceeding other than the current proceeding and any subsequent proceedings involving the same rights adjudicated herein.
3. Opposer remains a party to this proceeding for the limited purpose of ensuring that any decree entered by the Court is consistent with this Stipulation and is no less protective of Opposer and no less restrictive on Applicant than the Proposed Decree.
4. This Stipulation may be enforced both as an agreement of the parties and, upon approval, as an Order of the Court.
5. Both the Applicant and Opposer agree this Stipulation binds and benefits them and binds and benefits their assigns and successors in interest; however, except as may be expressly provided in any decree which is entered by the Water Court in this matter, individuals other than the signatories to this Stipulation are neither bound by nor are they intended to benefit from this Stipulation.
6. The signatories below represent and warrant that they are authorized to bind their clients to the terms of this Stipulation.
7. Each party bears its own costs and attorney fees associated with this case.
8. The parties desire that this Stipulation be approved by and entered as an Order of the Court. Applicant will file a motion requesting such action within ten days after both Applicant and Opposer have accepted this Stipulation, as shown by the signatures of their

counsel below. Opposer consents to such a motion and joins in the request that the Court approve this Stipulation.

HOSKIN FARINA & KAMPF
Professional Corporation

By _____
William A. Hillhouse II, Reg. #2959
John P. Justus, Reg. #40560
Karoline M. Henning, Reg. #49061
Attorneys for Board of Water Works of Pueblo,
Colorado

Dated this _____ of _____, 2019.

MOSES, WITTEMYER, HARRISON AND
WOODRUFF, P.C.

By _____
Jennifer M. DiLalla, #40319
William D. Davidson, #49099
Attorneys for the City of Salida

Dated this _____ of _____, 2019.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 18, 2019

AGENDA ITEM NO. 4.a.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Kristi Jefferson
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ITEM:

Ordinance 2019-10, Second Reading and Public Hearing on the Proposed Ordinance Amending Chapter 2 and Chapter 16 of the Salida Municipal Code as they relate to the Historic Preservation Commission and the review of preservation related applications.

REQUEST / BACKGROUND:

Over the past couple of years the Historic Preservation Commission has been discussing their desire to be returned to a decision making body.

The Ordinance will return the decision making authority back to the Historic Preservation for major certificate of approval applications. The Historic Preservation Commission and City Council held a joint work session on the proposed amendments on March 18, 2019.

At their May 01, 2019 meeting the Historic Preservation Commission reviewed the amendments and a motion was made to forward a recommendation of approval to the Planning Commission.

On May 28, 2019 the Planning Commission held a public hearing and made a recommendation that City Council approve the proposed ordinance.

At the June 4, 2019 City Council meeting staff suggested leaving Section 2-11-20(e) as it originally read: Not less than three (3) members must be present at a regular or special meeting to transact business, and all questions coming before the Historic Preservation Commission. This change has been made as shown on the updated Ordinance 2019-10.

NOTICE AND PUBLIC INPUT:

Staff advertised the proposed ordinance in the May 9, 2019 Mountain Mail for the May 28th Planning Commission public hearing and the June 18, 2019 City Council public hearing.

DISCUSSION:

According to Chapter 16, a text amendment should comply with the following standards:

- (1) Consistency with Purposes. The proposed amendment shall be consistent with the purposes of this Chapter.
 - The proposed amendment revises the process for review of certificates of approval to ensure protection of the City's historic resources while allowing for reasonable reuse and development.
- (2) No Conflict with Other Provisions. The proposed amendment shall not conflict with any other applicable provisions of this Chapter, or shall repeal or amend provisions of this Chapter which are inconsistent, unreasonable or out-of-date.
 - The proposed ordinance changes do not appear to conflict with other provisions of the code.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 18, 2019

AGENDA ITEM NO. 4.a.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Kristi Jefferson
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(3) Consistency with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan, shall implement a new portion of the Comprehensive Plan or shall implement portions of the Comprehensive Plan which have proven difficult to achieve under the existing provisions of this Land Use Code.

- The Comprehensive Plan advises the protection of the historic downtown and the proposed code changes support that direction.

(4) Public Health, Safety and Welfare. The proposed amendment shall preserve the public health, safety, general welfare and environment and contribute to the orderly development of the City.

- The amendment protects public health, safety, general welfare and contributes to the orderly development of the City by protecting the historic downtown while allowing for reuse and new development in accordance with clearly identified standards and review processes.

STAFF RECOMMENDATION:

Staff supports the proposed amendments to Chapter 2 and Chapter 16 of the Salida Municipal Code because the amendments protect public health, safety, general welfare and contributes to the orderly development of the City by protecting the historic downtown while allowing for reuse and new development in accordance with clearly identified standards and review processes.

Therefore, staff recommends the City Council approve Ordinance 2019-10 on second reading as recommended by the Planning Commission.

PLANNING COMMISSION RECOMMENDATION:

On May 28, 2019 the Planning Commission held a public hearing on the proposed amendments to Chapter 16 and recommended the City Council adopt the proposed amendments.

RECOMMENDED MOTION:

"I make a motion to pass Ordinance 2019-10 on second reading."

Attachments:

Ordinance 2019-10, Proposed amendments to Chapter 2, Article 11 and Chapter 16, Articles II, III and XII

Advertisement

CITY OF SALIDA, COLORADO
ORDINANCE NO. 10
(Series of 2019)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING THE POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION AND REVIEW OF PRESERVATION RELATED APPLICATIONS IN CHAPTERS 2 AND 16 OF THE SALIDA MUNICIPAL CODE.

WHEREAS, after working with the HPC governing regulations for several years, City staff recommends certain revisions be made to Chapter 2, Article XI to better reflect the evolving structure and mission of the HPC; and

WHEREAS, governing regulations for the HPC are established at Chapter 2, Article XI of the Salida Municipal Code; and

WHEREAS, after working with the HPC governing regulations for several years, certain revisions are suggested be made to Chapter 2, Article XI to better reflect the evolving structure and mission of the HPC; and

WHEREAS, the City of Salida has adopted regulations concerning development within the Downtown Historic District which are contained within Chapter 16 of the Salida Municipal Code including Articles II, III and XII; and

WHEREAS, the HPC and City Council wish to revise the process to review preservation related applications and related public notice and appeal processes; and

WHEREAS, the City Council wishes to adopt the following regulations in order to promote the health, welfare and safety of the inhabitants of the City of Salida by maintaining and protecting the City's Downtown Historic District without creating an undue hardship on property owners.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. Section 2-11-20 of the Salida Municipal Code is hereby amended to read as follows, with language to be removed noted with strikethroughs and new text in bold and double-underline.

Sec. 2-11-20. Membership, organization, terms.

- (e) Not less than three (3) members must be present at a regular or special meeting to transact business, and all questions coming before the Historic Preservation Commission.

- (f) The Historic Preservation Commission shall regularly schedule ~~four (4) regular meetings per year~~ **one (1) meeting per month** and shall adopt such rules of procedure as it deems necessary to conduct business. **The Historic Preservation Commission shall also elect a Chairperson; and Vice Chairperson from among its members by majority vote. Each member so elected shall serve a term of one (1) year per Salida Municipal Code section 2-7-60.**

Section 3. Section 2-11-30 of the Salida Municipal Code is hereby amended to read as follows, with language to be removed noted with strikethroughs and new text in bold and double-underline.

Sec. 2-11-30. Powers and Duties

- (1) **Assist in the review of surveys and identifying buildings, sites, structures and neighborhoods of historic and/or architectural significance within the City.**
- (2) Provide advice and recommendations to the ~~City Administrator~~ **City Council** regarding the designation of buildings, sites, structures and neighborhoods as historic landmarks or historic districts.
- (3) **Assist staff with the Compile compilation, maintain maintenance, prioritize and prioritization and** regularly updates **of the an** inventory of historic buildings, sites, structures and neighborhoods within the City and its immediate environs.
- (~~4~~3) ~~Make recommendations to staff regarding the issuance of certificates of approval~~ **Issue major certificate of approval** for the addition to or demolition, moving, exterior alteration, renovation or restoration of designated historic landmark buildings, sites or structures, and/or other buildings or structures within historic districts.
- (~~5~~) Develop, analyze and recommend to the City ~~Administrator~~ **Council** ordinances and/or other regulations or policies, including design and/or architectural guidelines, for the preservation, regulation, enhancement and protection of historic structures and neighborhoods within the City.
- (~~6~~5) Develop and implement public education programs regarding historic preservation and historic buildings, sites, structures and neighborhoods within the City.
- (~~7~~6) Assist the City Administrator in pursuing public and private grants and other financial resources for the support and/or implementation of historic preservation programs and efforts within the City.
- (~~8~~7) Undertake such special tasks or functions as may be assigned to the Historic Preservation Commission by the City Council.

Section 4. Section 16-2-30 of the Salida Municipal Code is hereby amended to read as follows, with the new text in bold and double-underline.

Sec. 16-2-30 Public Notice

- (a) For all actions of the City described in this Chapter requiring public hearings, the applicant shall provide public notice and shall demonstrate that such public notice conforms to the following requirements.

(1) Exception for major certificates of approval. Publication of notice shall not be required when a major certificate of approval is requested. The site must be posted in accordance with 16-12-80(b)(1).

Section 5. Section 16-2-70 Table 16-A of the Salida Municipal Code is hereby amended to read as follows, with the new text in bold and double-underline.

TABLE 16-A Appealing Body From Specific Orders, Decisions or Interpretations		
Decision Appealed From:	Type of Land Development Application	Decision Appealed To:
Administrator or their designee	Interpretation Verification of zoning compliance Reuse, change in use or further development Sign permits and comprehensive sign plans	Planning Commission
Board of Adjustment	Variance	Court system
Board of Appeals	Appeal	Court system
Building Official	Interpretation of codes enforced by the Building Official	Board of Appeals*
City Council	Amendment to Official Zoning Map or text of Code Annexation Major Impact Review Designation of a historic district or landmark Off-premises sign	Court system
Fire Chief	Interpretation of codes enforced by the Fire Chief	Board of Appeals*
Administrator or their designee <u>Historic Preservation Commission</u>	Certificate of Approval – minor	<u>Historic Preservation Commission</u>
	Certificate of Approval – major	City Council
Planning Commission	Creative sign Comprehensive sign plans for multiple owners Limited Impact Review	City Council
Planning Chair	Subdivision exemption	Planning Commission
* Refer to Chapter 18, Article VIII, Building Regulations, Appeals Process for additional information		

Section 6. Section 16-3-110 Table 16-C of the Salida Municipal Code is hereby amended to read as follows, with language to be removed noted with strikethroughs and new text in bold and double-underline.

TABLE 16-C Decision-Making Bodies and Public Hearing Requirements for Development Applications		
Application Type	Decision-Making Bodies	Public Hearing Required? When?
Interpretation	Administrator	No
Administrative Review	Administrator	No
Limited Impact Review	Planning Commission	Yes
Major Impact Review	Planning Commission recommendation to City Council	Yes - for Planning Commission review and for Council review or ordinance adoption
Appeal of specific orders, decisions or interpretations	Designated body as outlined in Table 16-A	Yes – if appeal is from a decision rendered during a public hearing
Designation of historic district or landmark	Administrator or their designee recommendation to Council <u>Historic Preservation Commission</u>	Yes – for <u>Historic Preservation Commission review and</u> Council ordinance adoption
Minor certificate of approval	Administrator or their designee <u>Staff and two Historic Preservation Commission members as needed</u>	No
Major certificate of approval	Administrator or their designee with advice from at least three HPC members <u>Historic Preservation Commission</u>	No <u>Yes – Posting of the site only, not by mail or newspaper</u>
Text Amendment	Planning Commission recommendation to City Council	Yes – for Council ordinance adoption
Sign Permit	Administrator	No
Creative Sign Permit	Planning Commission	Yes
Verification of zoning compliance	Administrator	No
Annexation	Planning Commission recommendation to Council	Yes - for Planning Commission review and for Council ordinance adoption
Appeal (Board of Appeals)	Board of Appeals	No

Section 7. Article XII, Historic Preservation - Sec. 16-12-40 of the Salida Municipal Code is hereby amended as follows, with language to be removed noted with strikethroughs and new text in bold and double-underline.

(a) Procedure. A local historic district or landmark may be designated by the submission of a nomination petition. The petition shall follow the stages of the City Land Development Process outlined below. No building permit, demolition permit or other permit required to undertake an external improvement or alteration on any lot, building, structure or site under consideration for designation or within an area under consideration for designation as a historic district shall be processed, issued or allowed pending the final processing and determination of the historic district or landmark designation petition by the City Council.

(4) Public Notice by HPC. Public Notice that a nomination for establishment of a historic district or landmark is being considered by the HPC shall be provided as specified in Paragraph 16-2-30(a), Publication of Notice, of this Chapter. Such notice shall contain a name for the new district or landmark and accurately describe the district's or landmark's proposed geographical boundaries. Additionally, written notice of the public hearing shall be mailed via certified mail to all of the owners of record, as reflected by the records of the County Assessor, of all of the property included to be designated. Mailing shall be accomplished fifteen (15) days prior to the hearing. ~~Action by Administrator. The Administrator or their designee shall conduct a meeting with the HPC to review the conformance of the nomination application with all applicable provisions of this Chapter. If the Administrator finds that the application is in conformance, it shall make a recommendation that the City Council approve the application. The Administrator shall make written findings and recommendations concerning the merits of the petition and forward the same on to the City Council.~~

(5) Action by HPC. The HPC shall conduct a public hearing to review the conformance of the nomination application with all applicable provisions of this Chapter. If the HPC finds that the application is in conformance, it shall make a recommendation that the City Council approve the application. The HPC shall make written findings and recommendations concerning the merits of the petition and forward the same on to the City Council. ~~Public Notice by City Council. Public Notice that a nomination for establishment of a historic district or landmark is being considered by the City Council shall be provided as specified in Paragraph 16-10-50(b)(1), Publication of Notice, of this Chapter. Such notice shall contain a name for the new district or landmark and accurately describe the district's or landmark's proposed geographical boundaries. Additionally, written notice of the public hearing shall be mailed via certified mail to all of the owners of record, as reflected by the records of the County Assessor, of all of the property included to be designated. Mailing shall be accomplished fifteen (15) days prior to the hearing.~~

(6) Public Notice by City Council. Notice that the City Council shall consider the nomination application to establish a historic district or landmark shall be provided as required in Section 16-2-30.

~~(7)~~ **(6) Action by Council.** The City Council shall thereafter conduct a public hearing on the petition preceded by timely published notice in the form described above. A determination by the City Council to establish a historic district or landmark shall be made by written ordinance that shall, at a minimum, contain an accurate description of the district's or landmark's geographical boundaries and be accompanied by an accurate map depicting the boundaries as finally determined by the City Council and a statement of findings supporting the granting or denial of landmark designation status.

Attendance by the owner at the City Council meeting shall not, at the owner's option, be required, but shall be strongly recommended. A copy of the ordinance shall be promptly sent by certified mail, return receipt requested, or personally delivered to the owner of the subject property.

a. Designation of a landmark with a nonconsenting owner. If a property owner does not consent to the review, approval shall require the assent of at least five (5) of the six (6) City Council members. The basis for approval shall be that the property has overwhelming historic importance to the entire community. The term *overwhelming significance* shall, for the purposes of this Section, encompass the following: possessing such unusual or uncommon significance that the structure's potential demolition or major alteration would diminish the character and sense of place in the community of Salida.

(87) Actions Following Approval.

a. Recordation. The ordinance shall be promptly published in a newspaper of general circulation within the City or a certified copy of the same, inclusive of the final approved district map, shall be recorded in the real property records of the County Clerk and Recorder.

b. Copies. The final approved ordinance shall be maintained in the office of the City Clerk.

Section 8. Sec. 16-12-50(1)(c) of the Salida Municipal Code is hereby amended as follows, with language to be removed noted with strikethroughs and new text in bold and double-underline.

c. At least fifty-one percent (51%) of the property owners in the desired district must not object to the designation. A survey of support for the creation of the district must be solicited via certified mail, with each property owner in the proposed district permitted one (1) response. A lack of response will not be considered either an affirmation of support or a negative response to the creation of the district. Certified mailings must be sent at least thirty (30) days prior to action by the ~~City Council~~ **HPC**, with responses due at least fifteen (15) days prior to action by the ~~City Council~~ **HPC**.

Section 9. Sec. 16-12-80(b) of the Salida Municipal Code is hereby amended as follows, with language to be removed noted with strikethroughs and new text in bold and double-underline.

Certificates of approval may be made subject to such terms, conditions or limitations as determined necessary to protect and preserve the structural, aesthetic and/or historic integrity and value of the building, structure or site to which it pertains. A CA shall not constitute a site-specific development plan or vested property right and, unless acted upon in a substantial fashion or otherwise specifically authorized and provided for in the permit, shall automatically expire

one (1) year from its date of issuance, unless extended by order of the ~~Administrator or their designee~~ Historic Preservation Commission.

(1) Procedure. Applications for a CA shall follow the stages of the land development process outlined below:

a. Preapplication conference. Attendance at a preapplication conference is recommended for an applicant intending to submit an application for a CA.

b. Application submittal. The applicant shall submit a complete application to the Administrator containing those materials listed in Subsection 16-12-80(b)(2) below.

c. Staff review. The Administrator or their designee shall review the application to determine whether it is complete, as specified in Subsection 16-10-40(a) of this Chapter. The Administrator or their designee shall ~~compose a report which~~ forward a report to the HPC, which summarizes the application's compliance with the review standards contained in Section 16-12-90 below, and other applicable provisions of this Chapter. The technical comments and professional recommendations of other agencies, organizations and consultants shall be solicited in drafting the report, as necessary.

d. Posting of notice. Posting of notice that the HPC will hold a public hearing for major certificate of approval shall be accomplished by the City as specified in Table 16-C of this chapter. Public notice is not required for applications for a minor certificate of approval.

e. Action by the ~~Administrator or their designee~~ Historic Preservation Commission.

1. Minor activity. An application regarding minor activity shall be reviewed and ruled upon by the Community Development ~~Director~~ Department and, as needed, two (2) designated members of the HPC within ten (10) business days from the date the application was deemed complete. If it is determined that the application pertains to minor activity only or to activity that will not detrimentally impact or influence the historic integrity and/or appearance of a landmark or designated historic district, a CA shall be issued authorizing the activity. If it is determined that the application pertains to major activity, it shall be referred to the ~~major activity review procedure~~ HPC for review and determination at a regular or special meeting.

2. Major activity. An application regarding major activity shall be reviewed and ruled upon by the HPC ~~and ruled upon by the Administrator or their designee~~ at a regular or special meeting to be conducted within thirty-one (31) ~~twenty (20)~~ days from the date the application was determined complete, or within such longer time period as necessary to reasonably accommodate the application on an HPC meeting agenda. Written notice of the date, time and location

of the meeting shall be mailed by regular mail or personally delivered to the applicant not less than ~~five~~ fifteen (15) days prior to the meeting. The unexcused absence of the applicant from the meeting shall cause the ~~Administrator~~ HPC to deny the application or, at the ~~Administrator's~~ HPC's option, continue the matter to a later meeting date of its choosing.

Section 10. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of June, 2019 and set for second reading and public hearing on the 18th day of June, 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the _____day of _____, 2019.

CITY OF SALIDA

By:

Mayor

(SEAL)

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 7th day of June, 2019, and **BY TITLE ONLY, OR IN FULL**, after Final Adoption on the ____ day of _____, 20__.

By: _____
City Clerk/Deputy City Clerk

ARTICLE XII

Historic Preservation

Sec. 16-12-10. Purpose.

The purpose of this Article is to:

(1) Effect and accomplish the protection, preservation, enhancement and perpetuation of historic buildings, sites, structures and neighborhoods which capture, exemplify and reflect the City's cultural, social, architectural and economic history and character.

(2) Promote high standards of building design and preservation in historic neighborhoods for the purpose of protecting and perpetuating an atmosphere reflective of and consistent with the historic character and past of the City.

(3) Promote and maintain the attractiveness and use of historic buildings, sites, structures and neighborhoods for the benefit and enjoyment of City residents, tourists and visitors, and enhance and strengthen business and the economy of the City. (Ord. 03, 2002 §9-20-1; Ord. 2005-07 §1)

Sec. 16-12-20. Establishment of Salida Downtown Historic District Overlay.

(a) Established. There hereby is created and established the Salida Downtown Historic District Overlay for the purpose of protecting, preserving, stabilizing, enhancing and perpetuating the buildings, sites, structures and character of the City's original historic downtown area, and which shall contain and be comprised of all that area falling within the boundaries of the Salida Downtown Historic District established and identified by the National Park Service of the U.S. Department of the Interior. All areas within the district shall remain subject to the City's zoning, subdivision and building regulations, in addition to the regulations contained within this Article.

(b) District Map. The District Boundary and Local Historic Landmark Overlay are incorporated into the official Zoning Map of the City, defining and illustrating the geographical boundaries of the historic district. Not less than one (1) copy of the map shall at all times be maintained and available in the office of the City Clerk for public inspection during regular business hours. Copies of the map may be ordered for purchase by interested persons at such cost as deemed necessary and reasonable by the City Clerk. (Ord. 03, 2002 §9-20-2; Ord. 2005-07 §1)

Sec. 16-12-30. Establishment of Local Historic Landmark Overlay.

(a) Established. There hereby is created and established the Local Historic Landmark Overlay for the purpose of protecting, preserving, stabilizing, enhancing and perpetuating individual historic buildings, sites and structures that exemplify the history of the City. All areas within the Overlay shall remain subject to the City's zoning, subdivision and building regulations, in addition to the regulations contained within this Chapter.

(b) District Map. The Overlay shall apply to individual properties that meet the designation criteria of this Chapter and may be located anywhere within the City. Upon approval

of a designation ordinance, the Administrator shall place the amendment on the Official Zoning Map.

(c) Local Landmarks. The following properties have been designated as local historic landmarks and are included in the Local Historic Landmark Overlay:

(1) Salida Opera House. The site includes that area described as Lots 5, 6 and 7, Block 21, Sackett's Addition, City of Salida.

(2) Denver and Rio Grande Railroad Hospital. The site includes the original 1904 Denver & Rio Grande Railroad Hospital building only (which is part of the larger, contiguous, non-historic hospital building complex), which structure can easily be identified as that part of the current complex under the red tole roof; plus land directly in front of the original 1904 structure extending approximately south thirty-four (34) feet and nine (9) inches to the sidewalk along First Street; plus land to the approximate east side of the original 1904 structure extending approximately one hundred two (102) feet and eight (8) inches to the edge of the sidewalk and including the wall structure currently in existence, the east fountain and statue in the center of the east fountain; plus land adjacent to, and in some cases beneath attached buildings, to the approximate north and west of the 1904 structure and extending approximately five (5) feet and no inches in each direction from the 1904 structure. (Ord. 2006-14 §3; Ord. 2007-02 §1)

Sec. 16-12-40. Designation of local historic districts and landmarks; procedure.

(a) Procedure. A local historic district or landmark may be designated by the submission of a nomination petition. The petition shall follow the stages of the City Land Development Process outlined below. No building permit, demolition permit or other permit required to undertake an external improvement or alteration on any lot, building, structure or site under consideration for designation or within an area under consideration for designation as a historic district shall be processed, issued or allowed pending the final processing and determination of the historic district or landmark designation petition by the City Council.

(1) Pre-application Conference. Attendance at a pre-application conference is recommended for an applicant intending to submit a nomination petition to establish a historic district or landmark.

(2) Submit Application. The applicant shall submit a complete application to the Administrator containing those materials listed in Subsection (b) below, Application Contents. Applications for the establishment of a historic district or landmark may be initiated by any resident within the City, any property owner owning the proposed landmark or any property owner owning property within the proposed district, or upon the initiative of the Historic Preservation Commission (HPC), Planning Commission or City Council.

(3) Staff Review. The Administrator shall review the application to determine whether it is complete. Upon determination of the application being complete, the Administrator and one (1) member of the HPC shall contact the owners of the proposed landmark or historic district outlining the reasons and effects of designation and, if possible, secure the consent of the owners to such designation. The Administrator shall forward a report to the HPC, which summarizes the application's compliance with the review standards contained in Section 16-12-50, Historic Districts and Landmarks

Designation Review Standards, and other applicable provisions of this Code. The technical comments and professional recommendations of other agencies, organizations and consultants shall be solicited in drafting the report, as necessary.

(4) Action by Administrator. The Administrator or his or her designee shall conduct a public meeting with the HPC to review the conformance of the nomination application with all applicable provisions of this Chapter. If the Administrator or his or her designee finds that the application is in conformance, it shall make a recommendation that the City Council approve the application. The Administrator or his or her designee shall make written findings and recommendations concerning the merits of the petition and forward the same on to the City Council.

(5) Public Notice by City Council. Public notice that a nomination for establishment of a historic district or landmark is being considered by the City Council shall be provided as specified Article II. Such notice shall contain a name for the new district or landmark and accurately describe the district's or landmark's proposed geographical boundaries. Additionally, written notice of the public hearing shall be mailed via certified mail to all of the owners or record, as reflected by the records of the County Assessor, of all of the property included to be designated. Mailing shall be accomplished fifteen (15) days prior to the hearing.

(6) Public Action by Council. The City Council shall thereafter conduct a public hearing on the petition preceded by timely published notice in the form described above. A determination by the City Council to establish a historic district or landmark shall be made by written ordinance that shall, at a minimum, contain an accurate description of the district's or landmark's geographical boundaries and be accompanied by an accurate map depicting the boundaries as finally determined by the City Council and a statement of findings supporting the granting or denial of landmark designation status. Attendance by the owner at the City Council meeting shall not, at the owner's option, be required, but shall be strongly recommended. A copy of the ordinance shall be promptly sent by certified mail, return receipt requested, or personally delivered to the owner of the subject property.

a. Designation of a landmark with a nonconsenting owner. If a property owner does not consent to the review, approval shall require the assent of at least five (5) of the six (6) City Council members. The basis for approval shall be that the property has overwhelming historic importance to the entire community. The term *overwhelming significance* shall, for the purposes of this Section, encompass the following: possessing such unusual or uncommon significance that the structure's potential demolition or major alteration would diminish the character and sense of place in the community of Salida.

(7) Actions Following Approval.

a. Recordation. The ordinance shall be promptly published in a newspaper of general circulation within the City or a certified copy of the same, inclusive of the final approved district map, shall be recorded in the real property records of the County Clerk and Recorder.

b. Copies. The final approved ordinance shall be maintained in the office of the City Clerk.

(b) Application Contents. An application for designation of an historic district or landmark shall contain the following information.

(1) General Development Application.

(2) Geographic Boundaries.

a. Map. An adequate description of the geographical boundaries of the proposed district or landmark and a map accurately defining the boundaries of the proposed district or landmark.

b. Name. A proposed name for the proposed historic district or landmark. (Ord. 03, 2002 §9-20-3; Ord. 01, 2005 §1; Ord. 2005-07 §1)

Sec. 16-12-50. Historic district and landmark designation review standards.

In determining whether a historic district or landmark shall be established, one (1) or more of the following criteria shall be satisfied:

(1) Historic District.

a. Whether the proposed district contains and is defined by a certain style of buildings, sites, structures and/or appearance associated with a significant period, person, event or architectural style in the City's past.

b. Whether the buildings, sites, structures and/or appearance of the proposed district possess historical and/or architectural significance which identifies or differentiates the district from surrounding areas, and/or whether allowing variations or changes thereto would harm the unique historic character or value of the buildings, sites and structures within the district.

c. At least fifty-one percent (51%) of the property owners in the desired district must not object to the designation. A survey of support for the creation of the district must be solicited via certified mail, with each property owner in the proposed district permitted one (1) response. A lack of response will not be considered either an affirmation of support or a negative response to the creation of the district. Certified mailings must be sent at least thirty (30) days prior to action by the City Council, with responses due at least fifteen (15) days prior to action by the City Council.

(2) Landmark.

a. Exemplary property. The subject property exemplifies or reflects the City's cultural, social, economic, political, engineering or architectural history.

b. Historic significance. The subject property is identified with a historically important person or persons, or with an important event in the history of the City, region, State or Nation.

c. Architectural significance. The subject property embodies the distinguishing characteristics of an architectural style, type or specimen valuable for

the study of a period, type or method of construction, or the use of indigenous materials or craftsmanship.

d. Noted designer. The subject property is representative of the work of a notable or master architect, builder, engineer or designer whose work influenced architecture, building, design or development in the City, region, State or Nation.

e. Archeological importance. The subject property contains or reflects significant archeological importance.

f. Contributing building or structure. The subject property has been listed as a contributing building or structure within a historic district or nominated for inclusion and/or listed on the National Register of Historic Places or the State Inventory of Historic Places. (Ord. 03, 2002 §9-20-4; Ord. 01, 2005 §1; Ord. 2005-07 §1)

Sec. 16-12-60. Activities subject to review and certificate of approval with regard to landmarks or within historic districts.

Unless otherwise specifically provided for in this Article, no person may or shall engage in, or allow or direct others to engage in, any of the following activities within a historic district or on a landmarked building structure or site without first applying for and obtaining a certificate of approval as outlined in Section 16-12-80 below.

(1) The construction, erection, demolition, moving, exterior alteration or relocation of or exterior addition to any building or structure.

(2) The exterior renovation, rehabilitation, reconstruction, repair or remodeling of any building or structure, excepting ordinary maintenance and/or repair.

(3) The removal, modification, reconstruction, covering up or destruction of an exterior architectural feature.

(4) The cleaning of an exterior surface of a contributing or landmark building or structure by sandblasting, high-pressure spraying or other chemical or mechanical means which could cause physical damage to the building or structure.

(5) The construction of public or private improvements upon public property by any person or unit of government which alters the layout, design or character of a street, alley, sidewalk, pedestrian way, right-of-way, utility installation, street light, wall or fence.

(6) The application of any sealant, paint, stucco, texture or other material that would conceal, alter or damage the exterior of any contributing or landmark building with an existing unfinished or unpainted brick, masonry or other unfinished siding or structural element. (Ord. 03, 2002 §9-20-8; Ord. 01, 2005 §1; Ord. 2005-07 §1)

Sec. 16-12-70. Demolition or relocation of buildings, structures or sites.

Consistent with the purposes of this Article, it is the intent of this Section to preserve the historic districts and historical and architectural resources of the City through limitations on the demolition and relocation of landmark and contributing buildings, structures or sites to the maximum extent feasible, and to regulate the demolition and relocation of non-landmark and

noncontributing structures within historic districts. The demolition and/or relocation of landmark and contributing buildings, structures and sites are to be discouraged in favor of preservation, renovation, adaptive reuse or relocation within a historic district. Notwithstanding the foregoing, it is recognized that structural deterioration, economic hardship and other factors not within the control of a property owner may cause or require the demolition or relocation of a landmark or contributing building, structure or site.

(1) Certificate of Approval Required. No landmark or contributing building, structure or site, and no building, structure or site within a historic district, may be demolished or relocated without first having been approved through the issuance of a certificate of approval as outlined in Section 16-12-80 below.

(2) Major Activity. An application for a certificate of approval to demolish a landmark or contributing building, structure or site, or a building, structure or site within a historic district, shall be considered a substantial or major activity.

(3) Demolition by Neglect Prohibited. No owner or person occupying or using a landmark or contributing building, structure or site shall allow or cause the demolition, destruction, damage or deterioration of such building, structure or site by neglect. (Ord. 03, 2002 §9-20-9; Ord. 01, 2005 §1; Ord. 2005-07 §1)

Sec. 16-12-80. Certificates of approval; procedure.

(a) No building permit for work or activity requiring a certificate of approval shall be valid or issued by the Building Official absent the receipt by the official of the necessary certificate of approval ("CA"). Conversely, the issuance of a CA shall not relieve an applicant from having to obtain any and all other permits or approvals for the subject work or activity as may be required under the City's zoning, subdivision, building or other life/safety codes.

(b) Certificates of approval may be made subject to such terms, conditions or limitations as determined necessary to protect and preserve the structural, aesthetic and/or historic integrity and value of the building, structure or site to which it pertains. A CA shall not constitute a site-specific development plan or vested property right and, unless acted upon in a substantial fashion or otherwise specifically authorized and provided for in the permit, shall automatically expire one (1) year from its date of issuance, unless extended by order of the Administrator or his or her designee.

(1) Procedure. Applications for a CA shall follow the stages of the land development process outlined below:

a. Pre-application conference. Attendance at a pre-application conference is recommended for an applicant intending to submit an application for a CA.

b. Application submittal. The applicant shall submit a complete application to the Administrator containing those materials listed in Subsection 16-12-80(2)(b) below.

c. Staff review. The Administrator or his or her designee shall review the application to determine whether it is complete. The Administrator or his or her designee shall compose a report which summarizes the application's compliance with the review standards contained in Section 16-12-90 below, and other applicable

provisions of this Chapter. The technical comments and professional recommendations of other agencies, organizations and consultants shall be solicited in drafting the report, as necessary.

e. Action by Administrator or his or her designee.

1. Minor activity. An application regarding minor activity shall be reviewed and ruled upon by the Community Development Director within ten (10) business days from the date the application was deemed complete. If it is determined that the application pertains to minor activity only or to activity that will not detrimentally impact or influence the historic integrity and/or appearance of a landmark or designated historic district, a CA shall be issued authorizing the activity. If it is determined that the application pertains to major activity, it shall be referred to the major activity procedure.

2. Major activity. An application regarding major activity shall be reviewed by the HPC and ruled upon by the Administrator or his or her designee at a regular or special meeting to be conducted within twenty (20) days from the date the application was determined complete. Written notice of the date, time and location of the meeting shall be mailed by regular mail or personally delivered to the applicant not less than five (5) days prior to the meeting. The unexcused absence of the applicant from the meeting shall cause the Administrator or his or her designee to deny the application or, at the Administrator or his or her designee's option, continue the matter to a later meeting date of its choosing.

f. Actions following approval. A copy of each approved certificate of approval shall be transmitted by the Administrator to the Building Official promptly upon its issuance.

(2) Application Contents. An application for a Certificate of Approval shall contain the following information:

a. Minimum contents. The minimum contents for all applications specified in Subsection 16-12-40(b) of this Chapter.

b. Photographs. All applications shall be accompanied by photographs reasonably and accurately depicting the current status of the building, structure or site, or that portion thereof, subject to the application. Include photographs showing all sides of the structure, particularly the front and any side affected by the proposed project and detailed photographs of the features affected by the project.

c. Drawing Format: Drawings shall be large enough so that all information is legible but no smaller than 11" x 17". Sketch drawings are acceptable if they provide accurate information and are reasonable drawn to scale.

d. Dimensioned Site Plan: Site plan showing street locations, existing structure and proposed new elements or structures.

e. Dimensioned Floor Plan(s): Floor plans showing existing structures and proposed new elements or structures.

f. Dimensioned Roof Plan: Roof plan showing proposed new roof elements in context of the existing roof.

g. Dimensioned Exterior Elevations: Exterior elevations showing appearance of proposed project with all materials and indicating finishes.

h. Building Sections and Construction Details: Sections and details as required adequately explaining and clarifying the project. Note all materials and finishes.

i. Specification of Materials: Manufacturer's product literature and material samples. Product literature is required for replacement windows.

j. Bids: If proposing to replace existing historic materials or features with replicas rather than repair or restore, firm bids must be provided for both restoration and replication.

k. Window Replacement: If proposing to replace historic windows (aside from wooden replica sash replacement) justification shall be provided as outlined in National Park Service Preservation Brief #9. Submittal must include written assessment of condition of existing windows.

l. New Construction shall include the following information:

1. Block Site Plan: A site plan or aerial photograph showing relationship of proposed structure to existing structures.

2. Written Statement: A written statement of the design philosophy and building program.

3. Massing Model: A massing model illustrating the relationship between the new structure(s) and existing building(s) on the project site and adjacent lots.

4. Photographs: Photographs of the surrounding structures including both block faces and side streets.

m. Demolition or relocation of a building, structure or site shall include the following:

1. A detailed description of the reasons supporting or justifying the proposed demolition or relocation, including a delineation and explanation of all economic data where economic hardship or other economic cause is given as a reason for the proposed demolition or relocation.

2. A detailed development or redevelopment plan for the demolition and/or receiving relocation site and a schedule for completion of the work.

3. Elevations, building sections, construction details, specifications and massing model of proposed replacement structure similar to those required for new construction.

4. For landmark or contributing structures the applicant must submit a report prepared by an architect, appraiser, engineer or other qualified person experienced in the rehabilitation, renovation and/or restoration of historic buildings, structures or sites addressing:

a) The structural soundness of the building, structure or site and its suitability for rehabilitation, renovation, restoration or relocation.

b) The economic and structural/engineering feasibility of the rehabilitation, renovation and/or restoration of the building, structure or site at its current location.

c) The economic and structural/engineering feasibility of relocating the building, structure or site.

Sec. 16-12-90. Certificates of approval; review standards.

(a) Historic Landmark and/or Contributing Buildings, Structures or Sites. All work performed in completion of an approved certificate of approval shall be in conformance with the most recent edition of the Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*, published by the U.S. Department of the Interior, National Park Service, Cultural Resource Stewardship and Partnerships, Heritage Preservation Services, Washington, D.C. (available for review at the Community Development Department).

(b) Supplemental Guidelines. The Administrator or his or her designee with advice from the HPC may, subject to final approval by the City Council, devise, adopt, publish and implement design guidelines to supplement the criteria set forth in this Section for the review, evaluation and approval of certificates of approval. Upon their approval by the City Council, said guidelines shall be enforced and have the same effect and authority as if fully set forth in this Section, and violations thereof shall be subject to the same penalties for violations of any other section contained in this Article. In addition, the following minimum criteria will be applied in reviewing and evaluating an application for a CA with respect to a historic landmark or contributing building, structure or site:

(1) Architectural Character. Whether and/or to what extent the proposed work will preserve, protect, change, diminish, disguise, obscure, detract from or destroy the appearance or structural integrity of the historic features, design, materials, character or value of the structure or site.

(2) Original Materials. Whether original designs, materials, finishes and construction techniques that characterize the historic value and appearance of a structure or site can be retained, restored or repaired as opposed to replaced, and whether replacement designs, materials or finishes can match and/or accurately replicate the originals.

(3) Minimum Change. Whether and/or to what extent the proposed work will require more than a minimal change to the historic appearance, materials or integrity of the structure or site.

(4) New Construction. New additions, exterior alterations and related work shall not destroy or detract from the existing historic structure and materials to the maximum extent feasible, and such new work or alterations shall be differentiated from, but compatible with, the existing size, scale and exterior architectural features of the structure or site so as to protect its historic identity and integrity.

(5) Historic Appearance. Work that will protect or return the original historic appearance of a structure or site, especially where documented by photographs, historic research or other credible evidence, shall be encouraged and favored.

(6) Work Necessary. Whether the proposed work is required or necessary to comply with a building, fire or other health/safety code.

(c) Activities within Designated Historic Districts. The following minimum criteria will be applied in reviewing and evaluating an application for a CA with respect to a non-landmark or noncontributing building, structure or site within a designated historic district.

(1) Enhance District. Whether and/or to what extent the proposed work will enhance and advance the purposes and intent underlying the establishment of the district.

(2) Overall Character. New structures and additions to, or the exterior repair or alteration of, existing non-landmark and noncontributing structures shall be compatible with the historic architectural character, scale, shapes, sizes, heights, facades and materials predominant in the district to the maximum extent feasible.

(3) Specific Compatibility. New structures and additions to, or the exterior repair or alteration of, existing non-landmark and noncontributing structures shall specifically harmonize with neighboring landmark and/or contributing structures or sites with regard to height, scale, shape, size, facade, materials, setback, landscaping and exterior architectural features to the maximum extent feasible.

(4) Work Necessary. Whether the proposed work is required or necessary to comply with a building, fire or other health/safety code.

(d) Demolition or Relocation of a Landmark or a Building, Structure or Site within a Historic District. The following criteria shall be used in determining whether a certificate of approval should be issued for the demolition or relocation of a landmark or a building, structure or site within a historic district:

(1) The historic, social or architectural significance of the building, structure or site.

(2) The structural soundness and safety of the building, structure or site.

(3) In the case of a landmark or contributing building, structure or site, whether the same can be rehabilitated, renovated or restored at its current location as part of an economically feasible and beneficial use of the property.

(4) In the case of a landmark or contributing building, structure or site, whether the same has been properly maintained and/or been subject to disrepair, deterioration and/or demolition by neglect.

(5) In the case of a landmark or contributing building, structure or site, whether the same can be relocated to a historically appropriate alternative location in a manner that will protect and insure its structural integrity.

(6) The impacts of the proposed demolition or relocation of the building, structure or site, and the planned redevelopment of the site, on the historical character of the existing neighborhood.

Sec. 16-12-100. Exempt activity.

A CA shall not be required for the interior alteration, renovation, repair, reconstruction or rehabilitation of a landmark or contributing building or structure, or for any other building or structure within a historic district. Similarly, a CA shall not be required to undertake ordinary exterior maintenance and/or repair if such work involves and is carried out using materials and elements identical in appearance to the materials and elements being repaired or worked on, and such maintenance and/or repair does not substantially alter the appearance, composition or texture of the exterior appearance, feature or surface of the building or structure. (Ord. 03, 2002 §9-20-12; Ord. 01, 2005 §1; Ord. 2005-07 §1)

Sec. 16-12-110. Exceptions.

Nothing in this Article shall prohibit the issuance of orders or correction notices, or the implementation of emergency enforcement actions, authorized by law for the purpose of correcting or abating conditions relative to any landmark, contributing or other building, structure or site determined to be dangerous to life, health or property in accordance with building and/or life and safety codes duly adopted by the City, and/or such other governing authority with jurisdiction, including, when deemed necessary, the demolition or partial demolition of a building or structure. However, when the need for emergency action is not present, all work or activity normally subject to the provisions and procedures contained in this Article shall be undertaken and performed in compliance therewith. (Ord. 03, 2002 §9-20-13; Ord. 01, 2005 §1; Ord. 2005-07 §1)

Sec. 16-12-120. Removal of landmark, contributing or historic district designation.

(a) Finding by City Council required. The removal of a landmark or contributing designation for any building, structure or site, or the removal of the designation of a district as a historic district, shall only be approved upon a finding by the City Council after a noticed public hearing that the building, structure, site or district no longer satisfies the eligibility criteria for landmark, contributing or historic district status, and that it would be in the public interest and welfare to remove or rescind such designation.

(b) Procedure. The procedures contained in Section 16-12-50 above with regard to the designation of landmark, contributing or historic buildings, structures, sites or districts, respectively, shall be followed in applying for and processing a petition for the removal or rescission of such a designation. Notwithstanding the foregoing, no landmark or other historic designation awarded to any building, structure, site or district by the United States Department of the Interior and/or the State, respectively, shall be removed, rescinded or modified except in

accordance with the procedures and standards established by said governmental authority. (Ord. 03, 2002 §9-20-14; Ord. 2005-07 §1)

Sec. 16-12-130. Violations and penalties.

(a) Violation of the provisions of this Chapter shall be punishable as set forth in Chapter 1 Article IV of this Code. Additionally, each separate violation and each day any violation continues shall constitute a separate offense and be subject to the penalties specified in this Section.

(b) Any development, activity, facility or structure which is continued, operated or maintained in violation of the provisions of this Article, or the terms and conditions of a CA or any other permit, shall be subject to injunction, abatement and/or other appropriate legal remedy as may be sought and obtained by the City, in which event the City shall be entitled to recover its reasonable costs and attorney fees from the offending party or parties.

(c) All penalties and remedies for violations of the provisions of this Article shall be nonexclusive and cumulative, and the City's pursuit and/or exercise of one (1) remedy or penalty shall not foreclose or prohibit the pursuit and exercise of alternative or other remedies. (Ord. 03, 2002 §9-20-15; Ord. 01, 2005 §1; Ord. 2005-07 §1)

PUBLIC NOTICE
NOTICE OF PUBLIC HEARINGS BEFORE
THE PLANNING COMMISSION AND
CITY COUNCIL FOR THE CITY OF
SALIDA CONCERNING A PROPOSED
AMENDMENT TO CHAPTER 16 LAND USE
AND DEVELOPMENT OF THE SALIDA
MUNICIPAL CODE

TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE that on **May 28, 2019**, at or about the hour of 6:00 p.m., public hearings will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado on three (3) amendments proposed to Chapter 16 of the Salida Municipal Code, Article XII Historic Preservation:

1. **Chapter 16 - Article II Public notice and Appeals process** - would be amended to recognize the noticing requirements for certificates of approval and that the Historic Preservation Commission will make decisions on major certificate of approval applications; and
2. **Chapter 16 - Article III Application and Review Procedures** -the review process would be amended reinstating public hearing requirements by HPC; and
3. **Chapter 16 - Article XII Historic Preservation** - the amendments in this Article include requirements for certificates of approval, application requirements and review procedures.

If the Planning Commission makes a recommendation on the proposed amendments at that time, the City Council will hold a public hearing on **June 18, 2019** at City Council Chambers, 448 East First

Street, Suite 190, Salida, Colorado.
Interested persons are encouraged to attend the public hearing. Further information on the application may be obtained from the Community Development Department, (719) 530-2626.
Published in The Mountain Mail May 9. 2019



CITY COUNCIL AGENDA ITEM

MEETING DATE: June 18, 2019

AGENDA ITEM TITLE: Franchise Agreement with Spectrum Pacific West LLC, locally known as Charter Communications

PRESENTED BY: Michael Varnum

AGENDA SECTION: 4.b

REQUEST:

The request is to approve on second reading Ordinance 2019-11 regarding a franchise agreement with Charter Communications.

BACKGROUND REVIEW:

This is a renewal of the non-exclusive cable television franchise with Charter Communications (Grantee) granted by the City of Salida. The grantee shall pay the grantor an annual franchise fee of five percent (5%) of Grantees Gross Annual Revenues. Payment of the fee due the Grantor shall be made on a quarterly basis, within thirty (30) days of the close of calendar quarter, transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. Grantee shall provide a brief report showing the basis for the computation of the franchise fee paid.

Upon request, but not later than the first anniversary of the Effective Date of this Franchise Agreement, Grantee shall provide Grantor a one-time payment in an amount up to, but not to exceed, thirty-two thousand dollars (\$32,000) to reimburse Grantor for the purchase of PEG access equipment or other PEG-related capital expenditures.

The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing upon the Effective Date of this Franchise.

This agreement was slightly amended from first reading as follows (and has been approved by the attorney):

- Section 9.2 – “in accordance with applicable law” was added at the end of the last sentence;
- Section 10.2 – 30 days was changed to 45 days;
- Section 13.2 – Government Access Channel was changed to be singular, not plural;
- Section 13.8 – the word “in” was deleted;
- Section 13.8(C) – “separated day” was replaced with “separate day”;
- Section 13.8(D) – “or will be purchased by the date of the launch of the HD Government Access Channel” was deleted;
- Section 13.8(E) – “Government Access Channel” was capitalized, and “PEG” was added before “transport equipment”.

RECOMMENDATION:

Staff would suggest approving on second reading Ordinance 2019-11.

ACTION:

A Councilperson should make a motion “to approve on second reading Ordinance 2019-11, an Ordinance of the City Council of the City of Salida, Colorado, repealing and replacing Ordinance 2012-29, Cable Television Franchise, of the Salida Municipal Code”.

Followed by a second and then roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 11
(Series of 2019)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING A FRANCHISE AGREEMENT WITH SPECTRUM PACIFIC WEST,
LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS**

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

WHEREAS, pursuant to this authority, the City has previously adopted Chapter 5 of the Salida Municipal Code (“Code”) concerning Franchises and Communications Systems; and

WHEREAS, Section 5-1-20 of the Code states that “no franchise shall be granted, renewed, or amended by the City Council except by ordinance;” and

WHEREAS, City Council desires to enter into a new franchise agreement with Bresnan Communications, LLC, locally known as Charter Communications; and

WHEREAS, City Council now wishes to approve the Franchise Agreement, attached hereto as “Exhibit A.”

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. The Salida City Council hereby approves the Franchise Agreement, attached hereto as “Exhibit A.”

Section 3. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance or attached agreement as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on the 4th day of June 2019, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the _____ and set for second reading and public hearing on the 18th day of June 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED IN FULL, by the City Council on the 18th day of June 2019.

CITY OF SALIDA, COLORADO

Mayor PT Wood

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

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

City Clerk/Deputy City Clerk

EXHIBIT A

[Franchise Agreement between Spectrum Pacific West, LLC and the City of Salida]

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Salida Colorado, hereinafter referred to as the “Grantor” and Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenues” shall mean any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Service in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Colorado.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person who is billed for and authorized to receive Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of fifteen (15) years, commencing upon the Effective Date of this Franchise.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

2.5 Reservation of Authority. Nothing in this Franchise shall (A) abrogate the right of Grantor to perform any public works or public improvements of any description; (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Grantor; or (C) be construed as a waiver or release of the rights of the Grantor in and to the Streets.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification.

- A. The Grantee shall, to the extent permitted by law, indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities or judgments for injury to any Person or property to the extent caused by the negligent construction, repair, extension, maintenance, operation or removal of the Grantee's wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Notwithstanding the foregoing,

the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

- B. In addition, if the Grantor is named as a defendant in a complaint, demand, claim or action ("Action") that alleges that the Grantee's actions or omissions or the Cable System was a cause of injury identified in the Action, and subject to subsection 4.1C, the Grantor shall, within ten (10) business days of receipt of such Action, give the Grantee written notice of its obligation to defend the Grantor, and tender the defense thereof to the Grantee. The Grantee shall have the right to defend, settle or compromise such Actions and the Grantor shall cooperate fully with the Grantee in such defense. Notwithstanding the foregoing, if the Grantee believes in good faith that a tendered Action has little or no merit with respect to the Grantee's liability, the Grantee may refuse the defense of such Action, in which case the Grantor will in good faith defend the Action and the Grantee shall cooperate fully with the Grantor in such defense and may participate in such defense at the Grantee's option; provided that if the Grantee is determined to be liable in such Action, the Grantee shall be responsible for indemnifying the Grantor as set forth in subsection 4.1A and reimburse the Grantor for the pro rata (with respect to any other claims made in the same Action, if any) attorney fees and other costs incurred by the Grantor associated with the defense. If the Grantor believes that any such Action should be settled or compromised in any manner that will result in liability or other obligation for or restraint on the Grantee under this Agreement or otherwise, such settlement or compromise shall only be done with the prior written consent of the Grantee.
- C. Notwithstanding subsection 4.1.B, if the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for Standard Installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least twenty (20) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within the period of time the trench would be open and available as designated in the written notice given by

the developer or property owner, then should the trenches be closed after the noticed period of time the trench would be open and available, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the existing addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries, or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal or state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing

poles, conduits, or other facilities on reasonable terms and conditions as negotiated with the owners of those facilities.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. Grantee shall use reasonable best efforts to participate in the planning and relocation of its aerial and underground facilities contemporaneously with other utilities. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other telecommunications and electric companies operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, replace, or restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Except for incidental trimming done by Grantee employees in the course of performing their other duties, Grantee shall make good faith efforts to notify Grantor prior to engaging in any such activity. Grantee acknowledges that any work performed pursuant to this Section 8.6 shall be covered by Section 4 of this Franchise.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor right-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall use reasonable best efforts to apply for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys’ fees and costs.

SECTION 9 **Service and Rates**

9.1 Customer Service. Grantee shall comply with the cable customer service standards of the FCC set forth in 47 CFR § 76.309, as amended.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes, in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the

terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of calendar quarter, transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. Grantee shall provide a brief report showing the basis for the computation of the franchise fee paid.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Neither the Franchise granted hereunder nor the Cable System shall be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional

information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13 **Public Education and Government (PEG) Access**

13.1 PEG Channels. Grantee shall provide one (1) Government Access Channel on the Cable System for use by the Grantor or its designee for government access programming shall be produced in or by those who reside in the Service Area.

13.2 Annual Report to Grantee. Grantor agrees to provide Grantee, upon written request, with a written annual report detailing its usage of the Government Access Channel and efforts to increase the quality and quantity of such programming, which report shall be due to the Grantee within one hundred twenty (120) days after the close of each calendar year. The annual report shall contain, at a minimum, the average percent of government access programming on any consecutive twelve (12) week period consistent with the terms provided herein.

13.3 Grantee's Use. In the event the Grantor or its designee does not adequately utilize the Government Access Channel, the Grantee reserves the right to have the Government Access Channel returned to the Grantee for the Grantee's use.

13.4 Indemnification and Restrictions. The Grantor shall, to the extent permitted by law, indemnify, save, and hold harmless the Grantee from and against any and all liability resulting from the Grantor's use of any PEG Channel(s), whether Grantor or its designee operates the PEG Channel(s) from Grantor's facilities, a third party's facilities, or from Grantee's facilities (if

any). Grantee shall not be responsible for operating and managing any PEG Channel(s), including approving any PEG Channel(s)' programming and/or for obtaining releases from programmers for any PEG Channel(s)' programming. Grantor reserves the right to permit a third party to operate and manage any PEG Channel(s) on the Grantor's behalf. The PEG Channel(s) shall not be used for commercial purposes, or compete with current or future video or other services provided by the Grantee.

13.5 Analog or Digital Format. To the extent required by law, Grantor shall carry the Government Access Channel on the Basic Cable Service tier.

13.6 PEG Channel Grants.

- A. Upon request, but not later than the first anniversary of the Effective Date of this Franchise Agreement, Grantee shall provide Grantor a one-time payment in an amount up to, but not to exceed, thirty-two thousand dollars (\$32,000) to reimburse Grantor for the purchase of PEG access equipment or other PEG-related capital expenditures, as follows:
 - i. Grantor shall submit written receipts or invoices for the PEG access equipment or other PEG-related capital expenditures within sixty (60) days after the purchase of said PEG access equipment or other PEG-related capital expenditures, but in no event after the fifth anniversary of the Effective Date.
 - ii. Grantee shall pay the Grantor within ninety (90) days of Grantor submitting written receipts or invoices documenting the total cost of any such PEG access equipment or PEG-related capital expenditures.
- B. The PEG capital grants paid to Grantor pursuant to this Section provided to Grantor may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

13.8 PEG Channel Format. Upon written request by the Grantor, the Grantor and Grantee shall meet to discuss converting the Government Access Channel into high definition format ("HD"). If all of the following conditions are satisfied, Grantee will provide the Government Access Channel in HD format in accordance with Section 13.8.1 below:

- A. Grantor agrees that Grantee may provide Government Access Channel programming to Subscribers utilizing switched digital video.
- B. Grantor demonstrates the ability to produce all of its government access programming in HD.
- C. Grantor demonstrates that it has produced at least five (5) hours per day of government access programming for a period of twelve (12) consecutive weeks

during the period preceding its written request. For purposes of this Section, (i) bulletin board programming, (ii) content produced outside of the City of Salida, and (iii) programming duplicated on the same day shall not be counted toward the five (5) hour daily requirement. However, Grantor may count duplicated programming on each separate day it airs up to three (3) times in a given week toward the requirement.

- D. Grantor has purchased or agrees to purchase within six (6) months of its written request, all equipment necessary to produce and transmit any government access programming in HD to Subscribers, at Grantor's cost.
- E. Grantor agrees to procure and provide, at its cost, all necessary transmission equipment from the Government Access Channel origination point to the Grantee's headend, provided that Grantee will work cooperatively with the Grantor to ensure the necessary PEG transport equipment complies with Grantee network requirements.
- F. Grantor agrees to accept responsibility for the cost of transmission of the HD signal from Grantor's origination point to Grantee's headend or hub site pursuant to the terms of a separate commercial contract with Grantee or one of its affiliates.

13.8.1 Grantee shall, within one (1) year of all the conditions set forth in 13.8 above being met, make available one (1) Government Access Channel in HD format to Grantor (the "HD Government Access Channel"). The HD Government Access Channel will replace the existing Government Access Channel described in Section 13.1, and will not constitute an additional PEG Access Channel.

SECTION 14 **Enforcement or Revocation**

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have forty (40) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a transcript, the cost of which shall be borne by Grantee, shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be

deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Drew Nelson
City Administrator, City of Salida
448 E. First Street
Salida, CO 81201
Email: drew.nelson@cityofsalida.com

Grantee: John Lee
Senior Manager, Charter Communications
6399 S. Fiddler's Green Circle
Greenwood Village, CO 80111
Email: John.L.Lee@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Colorado, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Colorado. Jurisdiction and venue for any litigation concerning this Franchise shall be proper and exclusive in the district court for Chaffee County, Colorado or the United States District Court for the District of Colorado.

15.12 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

City of Salida, Colorado

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Pacific West, LLC
BY: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 18, 2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.a.	Fire Department	Doug Bess

ITEM: Resolution 2019-33: Adopting and entering into the trust agreement for the Colorado Firefighter Heart and Cancer Benefits Trust

BACKGROUND: In 2007, statutory changes in Colorado presumed cancer to be a workers' compensation issue for firefighters. The intent was to ensure quality care for the state's fire service professionals. But for firefighters affected by cancer, this often meant long legal battles and invasive medical inquiries to obtain benefits.

In 2017, Governor Hickenlooper signed Senate Bill 17-214, which lets fire departments sidestep the 2007 law and ensure the kind of quality care their firefighters deserve. This bill allows fire departments to join the Colorado Firefighters Heart and Cancer Trust's Cancer Program and move cancer out of workers compensation and move it into an alternative program.

By joining the trust, a firefighter diagnosed with cancer would receive immediate payment and an increase in the amount paid to the firefighters at a reduced cost to the employer.

FISCAL NOTE: Funds were allocated in the 2019 budget line item 10-22-5513 to enroll into the CFHC Trust.

STAFF RECOMMENDATION: Staff recommends enrolling into the cancer trust which will provide improved coverage for firefighters that are diagnosed with cancer and will reduce the cost to the city when compared with the current statutory environment.

SUGGESTED MOTIONS: A Council person should make a motion "to approve Resolution 2019-33, a resolution of the City Council of the City of Salida, Colorado, approving the enrollment of the fire department into the CHF Trust.

Followed by a second and a roll call and vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 33
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER HEART AND CANCER BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, under state law, specifically, Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein is required to maintain certain firefighter heart and circulatory malfunction benefits in accordance with and subject to the requirements and limitations of said Part 3; and

WHEREAS, under state law, specifically, Part 4 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein may participate in the voluntary firefighter cancer benefits program to provide certain cancer benefits in accordance with and subject to the requirements and limitations of said Part 4; and

WHEREAS, in order to provide such benefits, an employer, which includes the City of Salida is authorized to participate in a multiple employer health trust; and

WHEREAS, the governing body of the City of Salida has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Sections 10-3-903.5, 29-1-201, et seq., 29-5-302, and 29-5-402, C.R.S., as amended, to participate with other employers in a multiple employer health trust for the provision of such benefits and for related claims handling, risk management, and other functions and services related to such benefits; and

WHEREAS, the governing body has reviewed the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A, by and through which the Members (as defined therein) desire to establish a trust (the “Trust”) and provide a benefit plan that provides firefighter heart and circulatory malfunction benefits and a benefit plan that provides cancer benefits consistent with the provisions of Part 3 and Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan and Colorado Firefighter Cancer Benefits Plan (collectively, the “Plan”); and

WHEREAS, the Members intend that the Trust, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the governing body finds that membership and participation in the Trust and Plan would be in the best interests of the City of Salida, its employees and its taxpayers; and

WHEREAS, the governing body by this enactment desires to adopt and enter into the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, and to take other actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salida;

1. Approves the contract entitled Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference (the “Trust Agreement”).
2. Authorizes and directs Mayor P.T. Wood to execute the Trust Agreement on behalf of the City of Salida.
3. Designates Doug Bess as its initial Member Representative to the Trust and designates Ron Parks as its initial Alternate Representative to the Trust, such persons having the addresses stated below.
4. Representative Mailing Address: PO Box 86, Salida, CO 81201
Representative E-mail address: doug.bess@cityofsalida.com
Alternate Representative Mailing Address: PO Box 86, Salida, CO 81201
Alternate Representative E-mail address: ron.parks@cityofsalida.com
5. Understands that, with the adoption of this Resolution and subject to the terms of the Trust Agreement, the City of Salida becomes a Member of the Trust, with its participation to commence effective as of the date determined in accordance with the Trust Agreement. The governing body of the City of Salida hereby requests, unless other dates are later designated by the governing body, that coverage should begin on the following dates for the following type of coverage:

Date	Coverage
July 1, 2016	Heart and Circulatory Award Coverage
July 1, 2019	Cancer Award Coverage

IN WITNESS WHEREOF, this Resolution was adopted by a majority vote of the City Council of the City of Salida on the 18th day of June, 2019.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

ATTEST:

City Clerk/Deputy City Clerk

Exhibit A

TRUST AGREEMENT FOR
COLORADO FIREFIGHTER HEART AND CANCER BENEFITS TRUST

November 24, 2014

Amended October 22, 2015

Amended May 17, 2017

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TRUST AGREEMENT

THIS TRUST AGREEMENT (this “Agreement”) is entered by and between the undersigned Colorado governmental entities (who, together with and any other Colorado governmental entities that becomes a participating Member under this Trust, are collectively the “Members”) and the undersigned trustees constituting the “Trust Committee” for the Trust, as defined herein (the “Trust Committee”).

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to provide a benefit plan that provides heart and circulatory malfunction benefits consistent with the provisions of Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan and cancer benefits consistent with the provisions of Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Cancer Benefits Plan (collectively, the “Plan”); and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Trust Committee in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in trust (the “Trust”) and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Trust Committee as a trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trust Committee has agreed to serve as trustee of the trust established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a multiple employer health trust for the purpose of Part 3 and Part 4 of Article 5 of Title 29, C.R.S.;

NOW, THEREFORE, the Members and the Trust Committee hereby mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 Administrator means the person, committee or entity appointed by the Trust Committee to serve as plan administrator of the Plan. The Administrator shall be retained by the Trust Committee and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Trust Committee.

1.2 Authorized Investment means and is limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.

1.3 Beneficiary means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

- 1.4 Code means the Internal Revenue Code of 1986, as amended.
- 1.5 Custodian means Wells Fargo Bank, N.A., which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than Wells Fargo Bank, N.A., such party shall also be considered a Custodian for the Trust.
- 1.6 Fiscal Year means the accounting year of the Trust, which shall commence on July 1 and end on June 30 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following June 30. (As Amended, Ballot 2015-1, eff. 11/24/2014)
- 1.7 Investment Committee means the person, committee or entity appointed in accordance with the terms of the Trust to make and effect investment decisions under the Plan and Trust. Unless the Trust Committee appoints an Investment Committee, the Trust Committee shall be deemed to be the Investment Committee.
- 1.8 Investment Fund means any of the separate funds established by the Investment Committee for the investment of Plan assets.
- 1.9 Investment Manager means any person, corporation or other organization or association appointed by the Trust Committee pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.
- 1.10 Members or Member means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.
- 1.11 Member Representative means that person who has been designated in writing by a Member as its representative to the Trust.
- 1.12 Participant means an employee or former employee of the Member.
- 1.13 Plan means the Colorado Firefighter Heart and Circulatory Benefits Plan and the Colorado Firefighter Cancer Benefits Plan set forth in Part 3 and Part 4 of Article 5 of Title 29, Colorado Revised Statutes, and in the Plan Summaries of Benefits as such Plan may be amended from time to time.
- 1.14 Trust means the trust established by this Agreement.
- 1.15 Trust Committee means the Trust Committee appointed pursuant to Section 3.1 of this Trust Agreement, acting as a group or body.
- 1.16 Trust Fund means the total amount of cash and other property held in the Trust under this Agreement.
- 1.17 Trustee means the Trust Committee members and their successors as provided by this Agreement.

ARTICLE II ESTABLISHMENT OF THE TRUST

- 2.1 Trust Established. The Members hereby establish with the Trust Committee, as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.
- 2.2 Limit of Interest - Impossibility of Diversion. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.
- 2.3 Trust Committee's Acceptance. The Trust Committee accepts the Trust hereby created and agrees to perform the duties hereby required of the Trust Committee.

ARTICLE III

TRUSTEES AND SUCCESSOR TRUSTEES

3.1 Trustees. The Trust shall be administered by the Trust Committee. The Trust Committee shall be comprised of nine (9) individual Trustees; provided, however, that the Trust Committee shall be deemed duly constituted and may commence operations of the Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and current employee of a Member, except as provided below. Trustees shall be appointed by the Board of Directors of the Colorado State Fire Chiefs ("CSFC Board") from among the following:

- (a) One Trustee who is a Member Representative from a fire district or fire authority serving an area having less than thirty thousand (30,000) in population;
- (b) One Trustee who is a Member Representative from a fire district or fire authority serving an area having more than thirty thousand (30,000) in population;
- (c) One Trustee who is a Member Representative from a municipality having less than thirty thousand (30,000) in population;
- (d) One Trustee who is a Member Representative from a municipality having more than thirty thousand (30,000) in population;
- (e) One Trustee who is a Participant and officer of the Colorado Professional Firefighters Association ("CPFF"), who is designated for appointment by CPFF; and
- (f) Four Trustees who are Member Representatives from four other Members of any size or type, who are elected or appointed officials or employees of the Member and are not firefighters eligible for participation in the Plan, and at least two of whom are persons holding full-time positions in risk management or human resources for their appointing Member.

Nominations for Trustees from the Members and CPFF shall be made by elected governing body of the Member (i.e., district board of directors, city council, CPFF Board of Directors) and be submitted to the CSFC Board at such time as the CSFC Board may provide. Terms of the Trustees shall be two-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, four of them shall serve an initial term of no more than two years and five of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Trust.

A vacancy shall occur on the Trust Committee when a Trustee (1) submits a written resignation to the Trust Committee; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative, except in the case of the CPFF Trustee to whom such requirement (4) does not apply; (5) fails to attend three consecutive regular meetings of the Trust Committee without the Committee having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Trust Committee shall be filled by appointment by the CSFC Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 Successor Trustees. No successor Trustee need examine the accounts, records and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting

under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 Compensation. The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Trust Committee may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Trust Committee meetings and other properly incurred expenses on Trust matters.

3.4 Chair and Officers; Sub-Committees. The officers of the Trust Committee shall be the chair, vice chair and secretary. The officers shall be appointed by the Trust Committee from among its members. Appointment of officers shall occur at the first meeting of the Trustee Committee each year. The Trust Committee may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 Meetings. The Trust Committee shall determine the time and place of its regular meetings. Special meetings of the Trust Committee may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Trust Committee may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 Proxy. Any Trustee may duly authorize in writing another Trustee to cast a vote on one

(1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 No Delegates. A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 Quorum and Voting.

(a) To constitute a quorum at any regular or special meeting of the Trust Committee and for any action to be valid at such meeting, there must be present in person or by proxy at least five (5) of the nine (9) Trustees.

(b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.

(c) To approve the following items, an absolute majority vote (as defined below) is required:

(1) Annual budget;

(2) Incurring any debt other than liabilities in the ordinary course of business; and

(3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least five (5) Trustees.

3.9 Action without a Meeting. Any action that may be taken at a meeting of the Trust Committee may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten

(10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 Conflicts of Interest. Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Trust Committee responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Trust Committee and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Trust Committee responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 Office Location and Meeting Place. All meetings of the Trust Committee shall be held at a place designated at least annually by the Trust Committee, or the chair, if the Trust Committee is unable to reach an agreement regarding a meeting location. The Trust shall have its principal office at 433 S. Allison Parkway, Lakewood, CO 80226.

3.12 Agent for Service of Legal Process. The designated agent for service of legal process shall be Samuel J. Light, Light Kelly, P.C. 101 University Blvd., Suite 210, Denver, Colorado 80206, or any successor agent as the Trust Committee shall designate.

3.13 Rules and Regulations. The Trust Committee shall have the power at any regular or special meeting to adopt bylaws, rules, regulations and policies for the administration of the Trust, and for the conduct of the affairs of the Trust Committee. Any bylaws, rules, regulations and policies of the Trust Committee shall be consistent with the written provisions of the Trust Agreement, and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV

DUTIES OF TRUST COMMITTEE

4.1 Duties. It shall be the duty of the Trust Committee:

(a) Receipt of Contributions. To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trust Committee. The Trust Committee shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan, but shall be responsible only for property actually received by it pursuant to this Agreement.

(b) Management of Funds. To hold, invest, reinvest, manage and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.

(c) Payments. To direct payments under the Plan; provided, however, that the Trust Committee may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Trust Committee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Trust Committee's acting upon such direction.

(d) Appointment of Administrator. To appoint such person, committee or entity as the Trust Committee shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Trust Committee shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.

(e) Appointment of Investment Committee. To appoint as the Investment Committee such person, committee or entity as the Trust Committee shall determine to make and effect investment decisions under the Plan and Trust; provided, however, that the Trust Committee may appoint itself as the Investment Committee.

ARTICLE V INVESTMENT OF TRUST ASSETS

5.1 General Investment Power/Investment Funds.

(a) Authority of Investment Committee. Except as provided in Sections 5.2 and 5.3, the Investment Committee shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Trust Committee shall comply with directions of the Investment Committee. The Investment Committee shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) Investment Funds. The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Investment Committee. The Trust Committee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Investment Committee, the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) Funding Policy. The Trust Committee shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Trust Committee shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 Investment Managers.

(a) Appointment. The Investment Committee may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either

(i) registered as an investment adviser under the Investment Advisers Act of 1940;

(ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Investment Committee shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

(b) Contractual Arrangement. The Investment Committee shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Investment Committee deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives

for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) Trust Committee's Duties. With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trust Committee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

(d) Failure to Direct. In the event that an appointed Investment Manager shall fail to direct the Trust Committee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trust Committee shall invest such cash only when and as directed by the Investment Committee.

(e) Termination of Appointment. The Investment Committee shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Investment Committee shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trust Committee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) direct the Trust Committee to invest the assets of such Investment Fund as the Investment Committee deems appropriate in accordance with the existing funding policy.

5.3 Manner and Effect of Directions.

(a) Delegation of Authority to Custodian. The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Trust Committee, the Administrator, the Investment Committee, any Investment Manager or their designees. With respect to any assets held by a party other than Trust Committee, the Trust Committee is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the Investment Committee, any Investment Manager or their designees. The Trust Committee is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to effect such delegation.

5.4 Authorization of Designee(s). The Administrator and the Investment Committee may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Trust Committee with written documentation of the appointment and a specimen signature of each designee. The Trust Committee shall be entitled to rely upon such documentation until the Trust Committee is otherwise notified in writing.

ARTICLE VI

POWERS OF TRUST COMMITTEE

6.1 General Authority. In accordance with the directions of the Investment Committee and any Investment Managers as provided in Article V, the Trust Committee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

6.2 Specific Powers. In the management of the Trust, the Trust Committee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Investment Committee and, to the extent applicable, any duly appointed Investment Managers:

- (a) Purchase of Property. With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.
- (b) Disposition of Property. To sell, exchange, transfer or otherwise dispose of any property at any time held by it.
- (c) Retention of Cash. To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.
- (d) Exercise of Owner's Rights. The Members acknowledge and agree that the Trust Committee shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Trust Committee shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.
- (e) Registration of Investments. To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trust Committee shall at all times show that all such investments are part of the Trust.
- (f) Borrowing. To the extent permitted by State law and at the direction of the Investment Committee, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as determined by the Investment Committee; and, for any sum so borrowed, to issue its promissory note as Trust Committee and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Trust Committee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.
- (g) Purchase of Contracts. To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Trust Committee determines or the Investment Committee directs it to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Trust Committee shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Trust Committee.
- (h) Execution of Instruments. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.
- (i) Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.
- (j) Establish Rules and Polices. To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.
- (k) Trustee Insurance. To purchase on behalf of the Trust Committee and the Investment Committee, trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a trust of similar size and purpose.
- (l) Risk Management. To establish reasonable risk management policies and procedures.

- (m) Delegation. To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.
- (n) Employment of Agents, Advisers and Counsel. To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation.
- (o) Appointment of Custodian. The Trust Committee shall designate a custodian to hold Trust assets. The Trust Committee may change the custodian upon an affirmative vote of five (5) Trustees.
- (p) Statutory Provisions. To exercise powers and carry out obligations provided for in Part 3 and Part 4 of Article 5 of Title 29, C.R.S., in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.
- (q) Power to do any Necessary Act. To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 Authorized Investments.

- (a) General Definition. "Authorized investment" as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.
- (b) Responsibility for Compliance. The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Trust Committee.

ARTICLE VII CONTRIBUTIONS TO THE TRUST FUND

7.1 Member Contributions. Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Trust Committee as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Trust Committee otherwise deems beneficial to protect the financial condition of the Trust. The Trust Committee shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Trust Committee from time-to-time.

7.2. Contributions on Annual Basis; Rate Structure. The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 Failure to Make Contributions.

- (a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the three (3) month LIBOR rate set on the date when such contribution was first due plus one percent (1%), compounded monthly.
- (b) Any other Member may, with the consent of the Administrator, make the contribution on behalf of the delinquent Member and, such amount shall become a debt of the delinquent Member to the contributing Member.
- (c) The Trust Committee has the right, upon an affirmative vote of five (5) Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:

(1) such Member's participation in the Plan and Trust at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and

(2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.

(d) The Trust Committee also has the right, upon an affirmative vote of five (5) Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Trust has been or will be terminated.

(e) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 TABOR Compliance. This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. No Member's contribution for any Fiscal Year shall exceed the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 State Funding. For benefits required under Section 29-5-302, C.R.S., no Member shall be required without its consent to make a contribution for a Fiscal Year in excess of the amount of state funding paid or payable to the Member under Section 29-5-302(11), C.R.S. for that Fiscal Year. There is reserved to the Members and to the Trust the right set forth in Section 29- 5-302(12) C.R.S., providing that if, at any time, the state funding provided for the benefit required by Section 29-5-302, C.R.S. is insufficient to cover the cost of the benefit, then the requirements of Section 29-5-302, C.R.S. to maintain the benefit shall become optional pursuant to Section 29-1-304.5. C.R.S. The Trust Committee may establish guidelines consistent with this Agreement governing any exercise of the right under said Section 29-5-302(12), C.R.S.

7.6 Reports. The Trust Committee shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII

PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 Participation in Trust by Members. The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Trust Committee, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Trust Committee. Participation in the Trust is limited to those employers who are governmental entities participating for purposes of Part 3 of Article 5 of Title 29, C.R.S or for purposes of Part 4 of Article 5 of Title 29, C.R.S., and a Member may participate in the Trust for either or both such purposes. The Trust Committee reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Trust Committee. The Trust Committee may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement, which shall be evidenced by providing to the Trust Committee (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into this Trust Agreement, and (ii) a signed counterpart original of this Trust Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member.

8.2 Withdrawal by Member. A Member may withdraw from participation in the entire Trust on the following terms and conditions:

(a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Trust Committee. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.

(b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.

(c) Upon withdrawal, the Trust Committee also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.

(d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 Successors and Assigns. Upon approval of the Trust Committee, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 Powers of Members. In addition to powers herein vested in the Members, the Members shall have the power to:

(a) Amend the Trust Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.

(b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Trust Committee. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 Meetings of the Members. Meetings of the Members shall be held as follows:

(a) Members shall meet at least once annually at a time and place to be set by the Trust Committee, with notice mailed to each Member at least thirty (30) days in advance.

(b) Special meetings of the Members may be called by the Trust Committee upon its own motion and shall be called by the Trust Committee upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.

(c) The chair of the Trust Committee shall preside at the meetings; the vice chair shall preside in the absence of the chair.

(d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business.

(e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Trust Committee may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 Member Obligations. In addition to the other provisions, hereof, each Member shall have the obligation to:

- (a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Trust Committee. Any delinquent payments shall be paid with interest pursuant to a policy established by the Trust Committee and uniformly applied.
- (b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, except as provided in Section 3.1, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.
- (c) Allow the Trust Committee and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.
- (d) Cooperate fully with the Trust Committee and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.
- (e) Allow the Trust Committee to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.
- (f) Comply with the benefits administration, claims handling and related policies established by the Trust Committee.

ARTICLE IX ADMINISTRATION

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- (a) ~~BOOKS AND RECORDS.~~ Accounting. The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Trust Committee. The Trust shall account separately for contributions made for heart and circulatory malfunction benefits pursuant to Part 3 of Article 5 of Title 29, C.R.S., and contributions made for benefits for cancer benefits pursuant to Part 4 of Article 5 of Title 29, C.R.S., but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator, the Member, or the Investment Committee. The Trust Committee shall promptly provide copies of such books or records to any persons designated by the Administrator.
 - (b) Accounting. Following the close of each Plan year of the Plan, or more frequently as the Trust Committee and the Administrator may agree, the Trust Committee, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members or the Investment Committee, no person shall have the right to demand or to be entitled to any further or different accounting by the Trust Committee.
 - (c) Release. Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual or other statement, the Trust Committee shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Trust Committee its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Trust Committee, the Trust Committee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication.

The applicable statutes of limitation shall be available to the Trust Committee in the event of a claim of breach of fiduciary duty.

(d) Valuations. The Trust Committee shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.

(e) Reliance on Administrator. The Trust Committee shall be entitled to rely on the Administrator and any Custodian, other than Trust Committee, for the maintenance and provision of all records specified in this Section.

9.2 Expenses. The expenses incurred by the Trust Committee in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Trust Committee, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Trust Committee from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Trust Committee shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X

AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 Amendment of Trust.

(a) Right to Amend. The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Trust Committee shall cause a current copy of this Agreement to be sent to each Member.

(b) Exclusive Benefit. Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 Termination of Plan. The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Trust Committee and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Trust Committee has not received instructions to the contrary, the Trust Committee shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Trust Committee shall not be required to make any distribution until the Trust Committee is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Trust Committee until the Trust Committee is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 Final Accounting. At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Trust Committee or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI MISCELLANEOUS

11.1 Nonalienation of Benefits. Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 Benefit. Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 Effect of Plan. The Trust Committee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trust Committee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 Dispute Resolution.

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a “party”) are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) thirty (30) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within thirty (30) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within sixty (60) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 Approval of the Members. The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trust Committee.

11.7 Liability for Predecessor or Successor. No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.

11.8 Liability for Acts of Others. No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, the Investment Committee or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

11.9 Governmental Immunity. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Trust Committee, the individual Trustees, or the Members of governmental immunity or of the sovereign immunity of the State of Colorado or its instrumentalities or any provision of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

11.10 Controlling Law. This Agreement shall be construed according to the laws of the State of Colorado.

11.11 Effective Date. This Agreement shall be effective on and after November 24, 2014. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.

11.12 Execution in Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member has caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

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

CITY OF SALIDA, COLORADO

By: _____
Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

MEMBER:

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____day of _____, 20____ by_____.

Witness my hand and official seal.

My commission expires_____.

Notary Public



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 18, 2019:

AGENDA ITEM NO. 5.b.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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ITEM:

Resolution 2019-34 Requesting Approval of the Professional Service Agreement with Walker Consultants to complete the Downtown Parking Study.

BACKGROUND:

The 2019 Budget set three goals for the Community Development Department:

- Complete the re-write of the Land Use Code;
- Complete study of downtown parking demand and recommendations; and
- Complete a housing linkage.

A total of \$150,000 was budgeted for the three projects and staff was tasked with supplementing the amount with grant funding if available. Staff is awaiting the results of a DOLA application for 50/50 funding of the Land Development Code rewrite.

Staff reviewed the Request for Proposal (RFP) for the parking study with the City Council at your May 6, 2019 work session. The RFP was distributed and staff received six submittals. The RFP asked for a separate price for a parking model that staff would use to evaluate future parking demands when land uses change.

DISCUSSION:

The submittals broke out as follows:

Name	Location	Base Cost	Model	Total
Kimley-Horn	Colorado Springs	\$107,450	\$8,500	\$115,950
SGM	Salida	\$83,000	\$12,000	\$95,000
AECOM	Denver	\$57,485	\$10,720	\$68,205
Walter P Moore	Houston	\$43,399	\$14,750	\$58,149
Fox Tuttle Hernandez	Boulder	\$39,200	\$6,500	\$45,700
Walker Consultants	Denver	\$33,300	\$5,170	\$38,470

Staff invited three of the consultant teams who were most responsive in terms of our budget; the approach to the issue and valid experience: Fox-Tuttle-Hernandez; AECOM and Walker Consultants. Fox-Tuttle-Hernandez withdrew from consideration. Therefore a team of the Administrator, CD Director, PW Director, Planner and a downtown business and land owner/developer interviewed representatives of AECOM and Walker Consultants on Thursday, June 13.

STAFF RECOMMENDATION:

Following the interview process of the four finalists, staff is recommending Council award a Professional Services Agreement for the Downtown Parking Study to Walker Consultants and



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 18, 2019:

AGENDA ITEM NO. 5.b.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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authorize the City Administrator to enter into a Professional Services Agreement between the City and Walker Consultants.

SUGGESTED MOTION:

A Council person should make the motion to “Approve Resolution 2019-34 authorizing the City Administrator to enter into a Professional Services Agreement with Walker Consultants, for the Downtown Parking Study.”

Attachments:

Resolution 2019-34
Professional Services Agreement
Walker Consultants RFP

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 34
(Series 2019)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT, WITH WALKER CONSULTANTS
FOR THE DOWNTOWN PARKING STUDY.**

WHEREAS, the City of Salida budgeted \$150,000 in the 2019 Operating Budget to complete several community development consultant projects including the Land Development Code; Downtown Parking Study and Housing Linkage Fee Nexus Study; and

WHEREAS, city staff presented to Council the draft Request for Proposal (RFP) for the Downtown Parking Study and discussed goals for the study at the May 6, 2019 study session; and

WHEREAS, the City issued the RFP and received six proposals, shortlisted three firms and interviewed two of the three; and

WHEREAS, The Salida City Council has available operating funds; and

WHEREAS, The Salida City Council finds and determines that the best interests of the citizens of Salida will be served by authorizing the City Administrator to enter into a Professional Services Agreement with Walker Consultants, for professional services; and

WHEREAS, the City agrees to pay Walker Consultants the sum of approximately \$38,470 for the Downtown Parking Study, subject to the terms and conditions of the Professional Services Agreement to be executed by the parties.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Professional Services Agreement with Walker Consultants for the Downtown Parking Study is hereby approved, and the City Administrator is authorized to sign the contract on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 18th day June 2019.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 18th day of June, 2019 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Walker Consultants (“Contractor”).

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

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

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

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

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Consideration. The City agrees to compensate Contractor, in accordance with the Fee Schedule detailed in **Exhibit A**, attached and incorporated by reference. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers’ compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for

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

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

7. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

9. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

10. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

12. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

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

14. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

16. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City:	City Administrator City of Salida 448 E. 1 st Street, Suite 112 Salida, CO 81201 (719) 530-2629
Copy to:	Murry, Dahl, Beery & Renaud LLP Attn. Geoff Wilson & Nina Williams 710 Kipling St., Suite 300 Lakewood, CO 80215
To the Contractor:	Walker Consultants 5350 S. Roslyn Street, Suite 220 Greenwood Village, CO 80111

19 Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

20. Attorneys’ Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

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

CITY OF SALIDA, COLORADO

By: _____
City Administrator

ATTEST:

City Clerk/Deputy City Clerk

CONTRACTOR:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

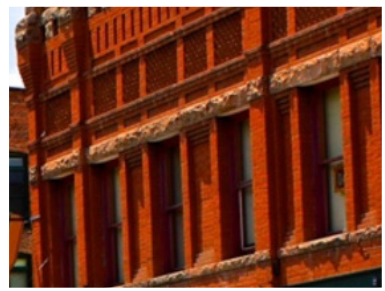
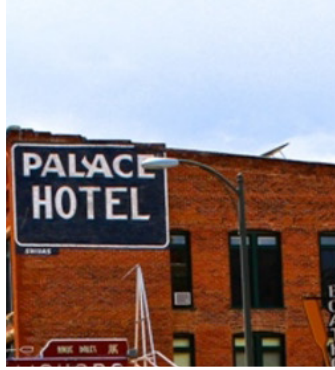
The foregoing Agreement for Professional Services was acknowledged before me this
____ day of _____, 20____ by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public _____

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE



Request for Proposal for:

DOWNTOWN SALIDA PARKING STUDY

May 31, 2019

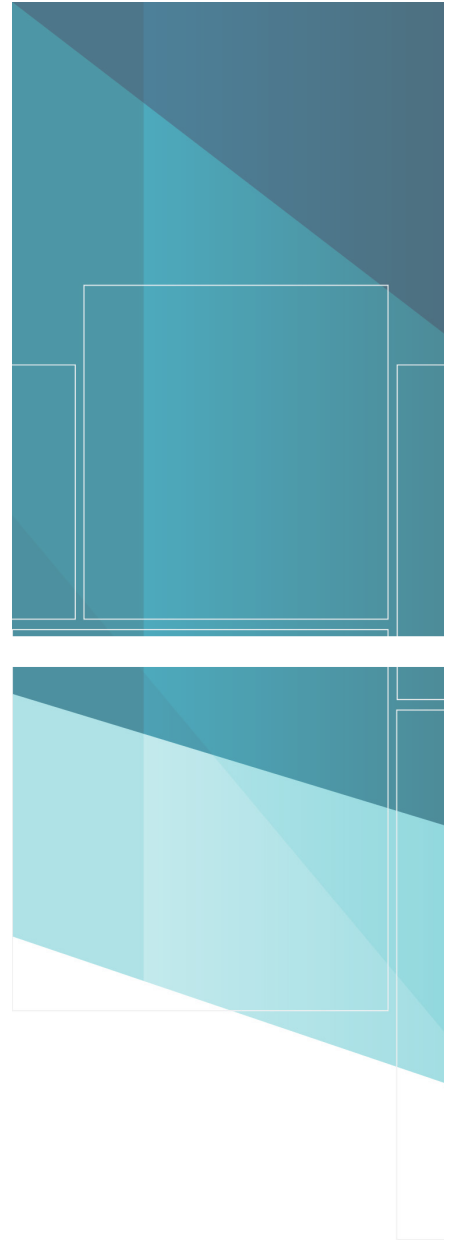
Prepared for the City of Salida
Salida, Colorado



WALKER
CONSULTANTS

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5350 S. Roslyn St., Ste 220
Greenwood Village, CO 80111

303.694.6622
walkerconsultants.com

May 31, 2019

Glen Van Nimwegen & Kristi Jefferson
City of Salida
448 E. 1st Street, Ste 112
Salida, CO 81201

Re: Proposal for Downtown Salida Parking Study
City of Salida, Colorado

Dear Glen & Kristi:

Thank you for the opportunity to submit our proposal for the Downtown Salida Parking Study for the City of Salida. We have assembled the best team to help unique, forward-thinking downtown Salida reach its parking goals for the following reasons:

GENERAL STATEMENT OF UNDERSTANDING OF THE PROJECT: Salida is at a pivotal stage in providing and managing parking to support the activities, retail, shopping, dining, residents, and recreation the City thrives on. Through reading the goals of this RFP, as well as conversations with you, our understanding of the project focuses on balancing parking needs, providing an appropriately sized parking system, proper zoning ordinances, parking enforcement and appropriately scaled parking management strategies. Doing so, while managing the other needs and goals of the City must be balanced. Walker Consultants is well aware of the challenges Salida faces as we work with cities and towns like yours across Colorado and the U.S. that face similar issues, and we understand the purpose in engaging a parking specialist to evaluate these needs. Through learning about the specific and unique circumstances of Salida, we'll address the issues you're facing by providing proven and successful strategies you can apply to your parking system. Our approach to this project focuses on several key areas, which are listed below.

ANALYTICAL: Our analytical modeling will be the baseline for the strategies we will develop and will clearly define the current use for the parking system as well as provide projections for the future need of parking in Salida.

COMMUNITY OUTREACH: Our meaningful community outreach and public engagement process allows your community and business owners to share their views on the important issues related to the project.

PARKING ENFORCEMENT, MANAGEMENT AND POLICY: The strategies and policies developed to enforce, manage and operate your parking system will be specific to your City, and are proven to be successful in other communities.

PROJECT TEAM: Our team of parking experts are industry leaders. They provide the time you need to work through the issues important to Salida and will ensure your project is delivered on time, on budget, and with the high quality the City deserves. The team assigned to this project works together on a daily basis. This is important to Salida because the synergy of our team means we are ready to hit the ground running with you and your team on day one.

Our proposal includes details on our project vision and approach, our team's qualifications and successes, and more. Please do not hesitate to contact us directly if you have any questions on the information presented. Our Director of Studies, Andrew Vidor, will be your primary point of contact for this engagement. He can be reached by phone at 720.458.1589 or by e-mail at avidor@walkerconsultants.com.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink that reads "Andrew J. Vidor".

Andrew Vidor
Director of Studies



01 PROJECT APPROACH



PROJECT APPROACH

ANALYTIC. ENGAGING. IMPLEMENTABLE. CUSTOMIZABLE.

WE'VE FOCUSED ON THESE FOUR SIMPLE CONCEPTS TO CREATE A PLAN THAT WILL STAY OFF THE SHELF, AND ON THE DESK—DOG-EARED AND READY FOR ACTION.

ANALYTIC

Our proposed scope focuses on rigorous quantitative and qualitative analysis to identify these barriers with precision so that remedies can be sought and accomplished.

ENGAGING

Salida seeks to be a supportive partner and advocate for its constituents—and as a consultant for the City, the Walker team will do the same. Our innovative engagement strategies will not be empty lectures or listening sessions. Rather, they will glean valuable and real feedback that will directly influence the planning process.

IMPLEMENTABLE

Salida seeks to be an engine for change and implementation of plans—not merely a creator of plans. As such, our scope focuses on implementable and politically, economically, and socially feasible recommendations, and clear, actionable steps towards a more equitable, effective, and efficient parking and transportation system.

CUSTOMIZABLE

While our base scope has the rigor needed to get the job done, we know that flexibility and customization are essential to creating a process that can meet the unique (and sometimes changing) needs of communities. We've included several alternative approaches for the City's consideration to include more comprehensive public engagement, as well as more interaction with the City Council.



PHOTO COURTESY OF WHITEWATER.NET

PROJECT APPROACH

WE BELIEVE IN...

RIGOROUS, GRANULAR DATA COLLECTION

We truly believe that data is the foundation to great outcomes. Our data collection practices combine tried-and-true, on-the-ground methods with high-tech interventions. With these techniques, we can determine with great precision and granularity what is happening in Salida.

PUBLIC ENGAGEMENT, NOT PUBLIC PROCESS

The term “process” connotes requirement and obligation. We’d rather look to engagement to shape our efforts to share and glean information and input from Salida’s invaluable stakeholders and citizenry. We don’t believe in explaining technical terms and concepts ad nauseum in a PowerPoint. We believe in interactive in-person and online outreach methods that get people moving, thinking, learning and—most importantly—contributing valuable insight on the project. We know that people—from local residents to savvy tourists—love Salida, and we want to take advantage of the time they spend there and the ways they interact with the mobility system.

SEAMLESS PROJECT MANAGEMENT AND COORDINATION

The team’s lead firm, Walker, has strived to perfect project management and coordination practices to deliver projects on time, on task, and on budget.

- **Web-Based Project Management Technology:** Walker employs a web-based project management platform, Deltek Vision, which helps us build a project budget up-front based on anticipated hours by task, subconsultant, and internal resources. Widely used by the Architecture/Engineering industry and professional services firms, this tool is structured around providing real-time reports to track progress on each key task, based on hours allocated, spent, and projected. Walker has built upon Deltek’s base capabilities to successfully execute projects from start to finish for over 10 years, keeping complex tasks and processes on time, on target, and on budget for our clients.
- **Standardized Internal Communications:** Walker has a strong track record of both internal teaming and building successful working relationships with a wide range of subconsultants, leveraging the unique skills of a multidisciplinary team to get the best results possible for our clients. Team members receive an Action Items list each week, which includes task description and status update, responsible party(ies), and internal deadlines. In addition, a recurring weekly check-in is scheduled throughout the duration of the project, offering ample time to discuss complex issues and determine the best way forward.

No.	Action	Status	Person(s) Responsible	Due to	Date Due/Completed
1	Determine scoping and staffing needs for walk/bike audit	Complete	Chris	Jeremiah	3/13/17 by EOD
2	Draft Existing Conditions Memo	Complete	Chris	Jeremiah	3/13/17 by EOD
3	Project Framework Grid	In Progress	Jeremiah/Mallory	Steering Committee	3/13/17 at 11:00 AM
4	Presentation Framework for Public Meeting #2	In Progress	Chris V	Steering Committee	3/13/17 at 11:00 AM
5	TDM Interactive Preferences Exercise Framework	In Progress	Ann/Allison	Steering Committee	3/13/17 at 11:00 AM
6	Revised draft TDM Memo	In Progress	Ann/Allison	Jeremiah	3/24/17 by EOD

ACTION ITEMS LIST FOR CONSULTANT TEAM FOR NATIONAL WESTERN CENTER PARKING AND TRANSPORTATION MANAGEMENT PLAN

- **Regular Progress Updates and Formal/Informal Opportunities for Input:** We strongly believe in regularized formal and informal communication with the client and key stakeholders throughout the duration of the project, providing ample opportunity for input at key decision points, ensure mutual understanding of outcomes and conclusions, and monitor project progress.
- **Unified Messaging:** Walker knows that messaging is crucial for our clients as they communicate decisions and share updates with a wide variety of stakeholders and the general public. In partnership with the City of Salida and its partners, the Walker team will develop a standardized template to use for all outward-facing deliverables, from presentations to the public, to memorandums, reports, maps, and graphics.



02 SCOPE OF SERVICES



SCOPE OF SERVICES

BASE SCOPE OF SERVICES



LICENSE PLATE INVENTORY TOOL

Walker Consultants utilizes an advanced portable vehicle mounted License Plate Recognition (LPR) system by Genetec. The system operates AutoVu Patroller software typically used in parking enforcement applications. Two specially designed magnetic mounted high speed cameras utilizing infrared lighting allow the system to effectively capture plate numbers while moving along the roadway or within a parking lot or garage. Plate images are captured on one or both sides of the equipped vehicle. The images are recorded and the license plate characters are recorded using optical recognition software, in addition to an overall image of the vehicle, close-up of the plate, GPS coordinates, and date/time of the observation.

The system can automatically identify vehicles parking beyond a set time limit, check for specific plates, or simply record the data for further analysis using Excel or similar data analysis tool. The unit is completely portable, allowing the unit to be installed, calibrated, and in use within about 30 minutes.

1. **Review of Materials:** Obtain and review past planning documents made available to us by the City as well as the Executive Summary of Downtown Parking Assessment completed by Mara MacKillop Hardy. We will contact Ms. Hardy to discuss her previous work as well as to better understand the baseline conditions from her study as well as the key issues at that time.
2. **Kick Off Meeting and Stakeholder Engagement:** Meet in-person with City Staff to review goals of the study, confirm study area boundaries and relevant public parking facilities, highlight areas of concern identified by the previous assessments, and discuss key focus areas to be aware of for the parking system. Meet with pre-determined business owners identified and coordinated by the City as a group to review the project goals, identify keys to success of the project, and discuss the parking system. We anticipate these meetings will occur on the same day.
3. **Inventory Collection:** Confirm inventories of all publicly-available parking within the downtown study area boundaries.
4. **Occupancy Surveys:** Conduct hourly occupancy counts during an eight-hour period on two (2) consecutive days, Friday and Saturday, (precise dates and time frames will be discussed with and determined alongside the City). We will utilize proprietary data collection software to record the parking inventory. This will save the City from additional project costs during our data analysis phase.
5. **Turnover Surveys:** Conduct hourly turnover surveys of vehicles parked within the City parking facilities as well as on-street. We will utilize our license plate reading technology as an efficient and accurate method to collect the data, thereby reducing labor costs typically generated by a manual alternative.
6. **Data Analysis:** Analyze results and produce a series of tables, graphics, maps, and GIS layers.
7. **Future Parking Needs Analysis:** Discuss known future developments with the City that may impact the parking needs within the study area. Discuss additional possible growth scenarios that may also impact the need to provide future parking. Based on these discussions, project future parking needs under up to three (3) scenarios in order to determine a range in future possible parking needs. If future parking is required, identify conceptual strategies to accommodate the parking shortages.
8. **Parking Enforcement:** Identify implementable technologies and strategies to enforce time restricted parking within the public parking areas. Specifically, methods of parking enforcement separate from chalking tires.



SCOPE OF SERVICES



BUSINESS OWNERS, PROPERTY OWNERS,
AND EMPLOYEES MEET TO DISCUSS PARKING
MANAGEMENT STRATEGIES IN BRIGHTON'S
DOWNTOWN CORE

- 9. Parking Management:** Using information obtained during our initial meetings with City Staff and stakeholders, as well as our visual observations from our site visits, identify parking management strategies to improve the parking system. This may include a combination of strategies such as land use code changes for the C-2 district, technology, staffing, signage/wayfinding, etc. Each appropriate strategy will include an order of magnitude cost for implementation and/or on-going operating cost.
- 10. Public Open House:** Conduct a public open house at a location and date to be coordinated by the City to display the results from our data analysis as well as initial opportunities to improve the parking system. The feedback elicited during this open house will be used to formulate our final recommendations.
- 11. Plan Development and Preparation of Findings:** Using information obtained during the course of our project, we will formalize the findings and recommendations into a report and presentation style deliverable. We will meet with you via conference call to review the presentation.
- 12. Public Presentation:** Present our findings and recommendations during a public presentation.

****Our base scope of services includes four trips to Salida.***

ADDITIONAL SCOPE OF SERVICES FOR CONSIDERATION



We have outlined several additional scopes of service for your consideration should the City want to expand the base scope of services outlined in the RFP. These tasks would be recommended should additional budget be available. Each task adds value to the process and overall success in the project.

- 1. Shared Parking Model:** Develop a shared parking model for the study area that projects peak parking needs based on the current land uses.
- 2. Customizable Parking Model:** Produce a customizable parking model City staff can modify for future land use changes or parking supply changes. The model will generate parking demand projections as well as parking availability (shortfalls/available parking) for the study area based on the land use or parking supply change inputs modified by staff.
- 3. City Council Work Session:** Attend a City Council Work Session in advance of presenting the findings and recommendations of our study in advance of the public open house or presentation at the end of the project. This allows the opportunity for City Council members to provide input on the plan before its complete.
- 4. Additional Public & Business Input:** Set up a booth during a public event in order to share information about the project and obtain input from the community. This will be similar to a public open house; however, it would be held during a community event (TBD). Elicit input from businesses in the study area by talking directly with them at their place of business during one day of business owners intercept surveys. This task is envisioned to be completed by Jodie Snyder of Felsburg Holt & Ullevig. Jodie is a native to Salida and lives there currently. Her knowledge of downtown, the residents/business owners' needs will be of importance and value in this process.



03 PROJECT
SCHEDULE



PROJECT SCHEDULE

We are prepared to begin the project upon receipt of an executed contract using the attached General Terms of Agreement for Consulting Services. A project of this nature typically requires three months to complete. Project kick off, stakeholder meetings and data gathering are completed in month one; analyses, public engagement and initial recommendations are completed in month two; and our final report and public presentation occurs in month three. We are flexible in meeting the needs of your schedule if an alternative timeline is required.

2019		
MONTH 1	MONTH 2	MONTH 3
PROJECT KICKOFF STAKEHOLDER MEETINGS DATA COLLECTION	ANALYSES PUBLIC ENGAGEMENT INITIAL RECOMMENDATIONS	FINAL REPORT PUBLIC PRESENTATION

*Walker assumes this schedule will begin and be completed during the summer months.



04 CONSULTANT
QUALIFICATIONS

ABOUT WALKER

We are a professional services firm employing specialized planners, parking-operations and technology experts, engineers, and architects. Our team of professionals deliver customized, knowledge-based services relating to mobility strategy, financial feasibility, parking operations and technology consulting, forensic restoration, building envelope testing and solutions, and parking facility design. Walker’s clients include airports, municipalities, colleges and universities, hospitals, transit agencies, private owners, legal firms, and real estate developers. Our services apply decades of best practices that enhance the users’ experiences and advance the owners’ goals.

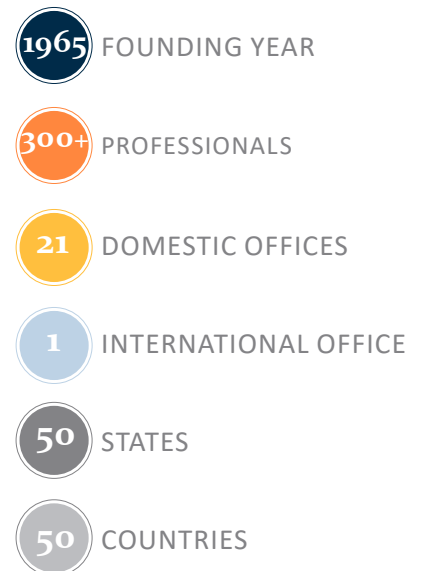
MOBILITY AND PARKING SOLUTIONS:

Walker delivers cost-effective and user-friendly solutions that improve mobility and access through well-designed plans, financing, operational methods, and technology.

The transportation and parking professionals within Walker’s Planning and Operations & Technology group share their expertise with our clients. Walker’s work has supported \$3 billion in parking financing, by providing clients with thorough analyses to demonstrate the project’s merit to institutions and investors. Planners and engineers at Walker led the effort to update the ULI (Urban Land Institute) and ICSC (International Council of Shopping Centers) shared parking model, the recognized industry standard. For thousands of clients, we have evaluated their parking and transportation systems, developing customized, implementable solutions. History at Walker reveals that our people and products of our work inspire changes that further the goals of each client.

Our primary objectives always focus on achieving the following:

- Make it easier for people to reach their destinations
- Support and encourage transportation mode choice
- Optimize parking and transportation customer service and bottom lines
- Improve quality of lives through economic growth and built environments that work for people
- Perform due diligence services helping to gauge market risk and upside potential



PLANNING

- Parking, mobility, and curbside analysis and plans, including the impacts of Transportation Network Companies and autonomous vehicles
- Transportation demand management studies and plans
- Parking allocation and pricing strategies
- Due diligence and parking facility/system financial feasibility studies

OPERATIONS

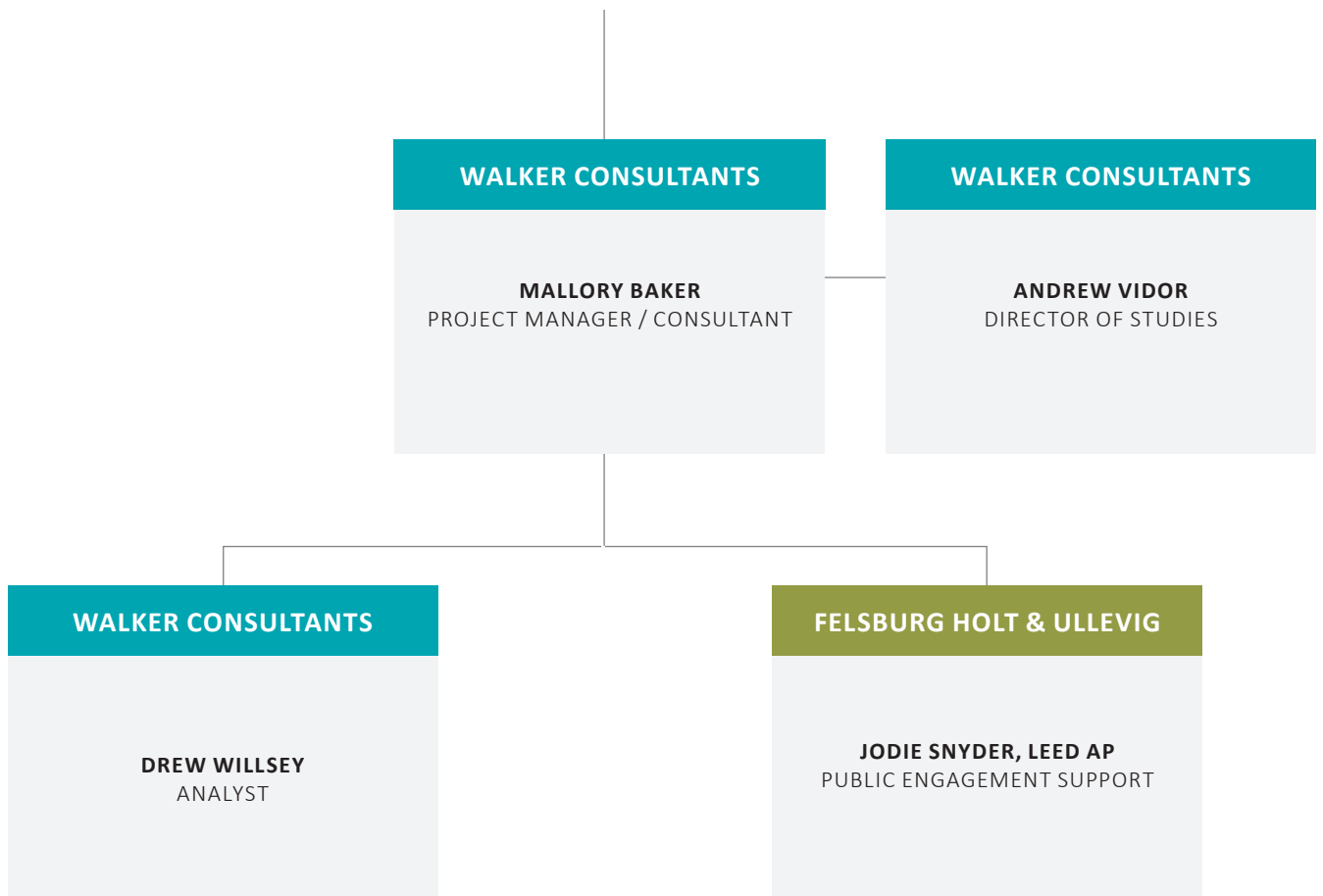
- Parking facility operational and financial audits and plans
- Curb management plans
- Valet parking plans
- On- and off-street parking operations, enforcement, technology and policy consulting
- Commercial parking operator RFPs and procurement assistance

TECHNOLOGY

- Design, RFP development and procurement assistance for PARCS, APGS, parking meters, and enforcement technologies
- Reservation systems and apps
- PCI compliance



TEAM ORGANIZATIONAL CHART



YOUR PROJECT TEAM



ANDREW VIDOR
DIRECTOR OF STUDIES

Andrew will be responsible for providing the project team and ultimately the City of Salida with the staffing capacity to complete the project. The project delivery will be overseen by Andrew and he will provide Mallory Baker, our Project Manager, the resources required for her and her team to complete the project. Andrew will act as a continuous client relationship manager for the City of Salida during the duration of the project and will be available to support the team as necessary.



MALLORY BAKER
PROJECT MANAGER

Mallory has a track record of success working with a wide range of municipalities to achieve parking and mobility goals that meet fiscal, economic, and community goals. She specializes in projects with extensive public engagement needs, and has a keen eye for developing meeting formats and activities that generate valuable feedback from stakeholders and the general public that helps, rather than hinders, the implementation process. Her transparent communication style and ability to build meaningful consensus make her a strong project manager for every project—from month-long supply and demand studies to multi-year efforts.



DREW WILLSEY
ANALYST

Drew is a transportation planner with Walker Consultants. He is an analyst with specialized expertise in transportation planning, parking, geographical information systems, graphic design, and web development/administration. He creates and contributes to creative, multi-media publications and performs technical analysis at every level for high-profile transportation and parking projects. Drew will lead the field data collection efforts as well as analyzing the data related to current and future parking demand. He will also assist in the development of the parking management strategies.



JODIE SNYDER, LEED AP
PUBLIC ENGAGEMENT SUPPORT

Jodie is a Senior Environmental Scientist/Planner with Felsburg Holt & Ullevig (FHU). FHU is a trusted advisor and Colorado based consulting firm specializing in transportation planning and trail/natural space planning. Jodie Snyder is a native of Chaffee County. She recently moved back to Salida and is now a permanent resident and remote employee for FHU. She and her family have deep roots in Salida, including connections with downtown businesses and business owners. Jodie formerly worked for the Greater Arkansas River Nature Association and Biglow Land Surveyors, both of which are located in downtown Salida. Jodie appreciates Salida parking concerns in terms of accommodating employee parking in balance with customer and visitor parking, managing festival parking (e.g., during FIBArk, Art Walk, Brewer's Rendezvous, and other events), addressing seasonality of parking associated with Salida area tourism, and considering right of way constraints.

ANDREW J. VIDOR

Director of Studies



EDUCATION

Bachelor of Science, Civil Engineering,
Michigan Technological University, 2004

AFFILIATIONS

International Parking Association
Willis Foundation, Board Member
Southwest Parking and Transportation
Association, Board Member

SPEAKING ENGAGEMENTS

Parking Planning for Autonomous
Vehicles Colorado Transportation
Symposium
April 6, 2018

Automated Parking Guidance Systems,
Colorado Transportation Symposium
April 7, 2017

Intelligent Transportation Systems
for Parking, Michigan Transportation
Engineering Conference
December 2, 2015

Effective Event Parking, Canadian
Parking Association Conference
September 30, 2014

PUBLICATIONS

Tips to Implement New Parking
Technologies, Colorado Real Estate
Journal
June 2017

Technology is Transforming Access and
Revenue Control, Canadian Parking
Association, Parker Magazine
December 2012

Andrew is the Director of Studies in Walker's Denver, Colorado office. His area of focus in the parking industry includes consulting, planning, project management, technology, basis of design, and identifying improvements for existing parking systems. In addition to Andrew's consulting and engineering responsibilities, he regularly speaks at conferences.

Some of the client types he has conducted consulting, engineering and study engagements for include: developers, hospitals, banks, municipalities, churches, universities, airports, sports arenas, and event centers. Andrew's client geography extends across the US, Canada and into the Middle East.

His subject matter knowledge in parking has been published in notable trade magazines as well as been presented at industry conferences across North America.

Andrew's approach to projects is to provide practical, achievable and implementable solutions to the array of challenges, problems and opportunities for his clients.

REPRESENTATIVE PROJECTS

Town of Breckenridge Dynamic Sign Breckenridge, CO

Project Manager
Parking technology design

Town of Dillon Parking Study Dillon, CO

Project Manager
Parking planning & structured parking concepts

Olde Town Arvada Arvada, CO

Project Manager
Management strategies, supply/demand analysis, and on-street parking study for intermodal, 2017

City of Brighton Downtown Parking Management Plan Project Manager

Transportation infrastructure right-sizing and access strategies, community and stakeholder engagement, parking management and operational strategies, technology, and policy recommendations, and financial impact/implementation analysis for Brighton's downtown

State of Colorado Capital Complex PARCS

Denver, CO
Project Manager
PARCS consulting for state government

Glenwood Hot Springs Pool Glenwood, CO

Project Manager
Multi facility PARCS design

1670 Broadway Parking Structure Denver, CO

Project Manager
Functional design/consulting, planning study, signage, and wayfinding

City of Kalamazoo/Downtown Kalamazoo Inc.

Kalamazoo, MI
Project Manager
Downtown parking supply/demand study, planning study, and PARCS

Little America Hotel Salt Lake City CPMS

Salt Lake City, UT
Project Manager
PARCS design



MALLORY BAKER

Project Manager / Consultant



Mallory is an innovative thinker with a track record of successes working with both public agencies and private developers to get projects completed quickly and efficiently. She has spent much of her career leading high-profile, complex development and infrastructure projects through entitlement and regulatory processes in various communities throughout the East, West, and Midwest United States. Passionate about using a realistic and holistic approach to planning while embracing change and disruption, she thrives on contention—projects where differing opinions come together to shape incredible and unexpected outcomes. Mallory is at her best when leading interdisciplinary teams—from engineers, architects and specialists, to stakeholders and elected officials—and leveraging the unique experience of each team member.

EDUCATION

M.A., Urban Planning, City University of New York, Hunter College

B.A., University of New Hampshire

AFFILIATIONS

Urban Land Institute (ULI) Building Healthy Places Committee Member

American Planning Association (APA)

SPEAKING ENGAGEMENTS

“Frenemies: Millennials and the Future of Parking Planning” Southwest Parking and Transportation Association (SWPTA) February 2018

Downtown Colorado, Inc. May 2018

REPRESENTATIVE PROJECTS

City of Loveland Loveland, CO

Project Manager
Parking and multimodal right-sizing and management strategies; public and downtown stakeholder engagement and education, and implementation planning alongside City Council.

City of Brighton Downtown Parking Management Plan Brighton, CO

Assistant Project Manager/Production Lead/Public Engagement Lead
Transportation infrastructure right-sizing and access strategies, community and stakeholder engagement, parking management and operational strategies, technology, and policy recommendations, and financial impact/implementation analysis for Brighton’s downtown.

Aggieville Infrastructure Analysis Manhattan, KS

Assistant Project Manager/Production Lead
Transportation infrastructure right-sizing, stakeholder engagement, parking management and operational strategies, technology and policy recommendations, and design concepts for the Aggieville district in Manhattan, Kansas.

Town of Eagle Eagle, CO

Project Manager
Parking and multimodal right-sizing and management strategies; public engagement and education, and implementation planning for a small mountain community experiencing a downtown transformation.

National Western Center Parking and Transportation Demand Management Plan

Denver, CO
Assistant Project Manager/Production Lead
Transportation infrastructure right-sizing, parking management and operational strategies, technology recommendations, and infrastructure design criteria for a 250-acre redevelopment site.

Regional Transportation District (RTD) Parking Pricing Technical Assessment Colorado (Various Locations)

Technical feasibility study and financial analysis for implementing paid parking throughout the RTD system.

DREW WILLSEY

Analyst



Drew Willsey is a transportation planner with Walker Consultants. He is an analyst with specialized expertise in transportation planning, parking, geographical information systems, graphic design, and web development/administration. He creates and contributes to creative, multi-media publications and performs technical analysis at every level for high-profile transportation and parking projects.

An emerging leader in multi-modal transportation and parking analysis, he has participated in or worked on projects of all scales and scopes for more than 20 public and private clients in his career. His responsibilities include data gathering in the field for a wide variety of parking- and transportation-related studies.

EDUCATION

Master of Urban and Regional Planning,
 University of Colorado Denver, 2013

Bachelor of Arts, Political Science
 University of Colorado Colorado Springs,
 2010

Bachelor of Science, Economics
 University of Colorado Colorado Springs,
 2010

REPRESENTATIVE PROJECTS

RTD Quality of Life Study
Denver, CO
 Parking planning

Denver Moves Broadway / Lincoln Corridor Study
Denver, CO
 Corridor planning and design

Living Labs
Boulder, CO
 Corridor planning and design

Westminster Downtown and Station TOD Parking Plan
Westminster, CO
 Parking planning

Westminster Comprehensive Parking Plan
Westminster, CO
 Parking planning

Boulder Comprehensive Parking Plan and Update
Boulder, CO
 Parking planning

Northglenn Civic Campus Parking Plan
Northglenn, CO
 Parking planning

Downtown Boulder CAGID Parking Study
Boulder, CO
 Parking planning

Niwot BID Parking Analysis
Boulder County, CO
 Parking planning

South Thornton Urban Renewal Authority Retail Property Inspection Study
Thornton, CO
 Structural maintenance Inspection and code compliance

Skyline Park
Denver, CO
 Analysis of underutilized portions

JODIE A. SNYDER, LEED AP

Public Engagement Support



EDUCATION

Master of Science, Environmental Policy and Management, University of Denver, 2007

Bachelor of Science, Geography, Biology, and Environmental Studies, Augustana College, 2004

CERTIFICATION

LEED Accredited Professional

AFFILIATIONS

Women's Transportation Seminar (WTS)-CO

National Association of Environmental Professionals

U.S. Green Building Council

Jodie has over 15 years of experience supporting and leading transportation, water resource, facilitation, planning, and NEPA tasks. Her specialties include community and environmental impact analysis, public outreach and stakeholder collaboration; traffic noise and air quality assessments, planning and environmental linkage studies, and technical and plain language document production. Jodie also develops and updates guidance documents and has been responsible for creating innovative and/or streamlining processes for state and federal agencies. As a planner and NEPA generalist, Jodie has broad experience with public processes and the full gamut of community, natural, and environmental resources in both rural and urban settings. She understands the important balance agencies must consider in terms of impacts, budgets, and stakeholders. She is a LEED® Accredited Professional with a passion for creating sustainable communities.

REPRESENTATIVE PROJECTS

CDOT Region 4 SH 66 PEL, Access Control Plan, and Resiliency Plan Boulder and Weld Counties, CO

Deputy Project Manager, Environmental Lead, and Resiliency Lead

City of Colorado Springs, CO North 30th Street Corridor Development, NEPA, and Design

Colorado Springs, CO
Environmental Lead

CDOT Environmental Programs Branch (EFB) Federal Lands Memorandum of Understanding Update and Educational Video Colorado Statewide

Project Manager, Federal Agency Facilitation Lead, and Video Producer

CDOT EPB Visual Impact Assessment Guidelines Development Colorado Statewide

Project Manager and Process Development

CDOT Region 3 Berthoud Pass Sediment Control Action Plan Clear Creek and Grand County, CO

Public Involvement Lead

CDOT Region 2 US 50 Environmental Assessment Pueblo, CO

Environmental Support

CDOT Region 3 SH 9 Iron Springs Alignment Final Design Summit County, CO

Environmental Support

CDOT Region 3 I-70 Vail Underpass Vail, CO

Stakeholder Engagement and TIGER Grant Lead

RELEVANT PROJECT EXPERIENCE



PROJECT	CITY	STATE
Aspen Highlands	Aspen	CO
Aspen Highlands Day Skier PS	Aspen	CO
Aspen Lift One Lodge	Aspen	CO
Snowmass Village Redevelopment	Aspen	CO
Beaver Creek Resort Parking	Avon	CO
Confluence at Avon	Avon	CO
Breckenridge Grand Hotel & Transit	Breckenridge	CO
Breckenridge Parking Structure	Breckenridge	CO
Calgary Stampede Parkade	Calgary	AB
City of Central City	Central City	CO
Copper Mountain Beeler	Copper Mountain	CO
Snow Park Village Parking Structure	Deer Valley	UT
Keystone Resort	Denver	CO
Town of Avon	Denver	CO
Town of Eagle	Eagle	CO
Estes Park Transit Facility PS	Estes Park	CO
City of Idaho Springs	Idaho Springs	CO
Chateaux At Silver Lake	Park City	UT
Snowmass Village Resort	Snowmass	CO
Snowmass Village Building 11	Snowmass	CO
Copper Mountain Ski Resort	Summit County	CO
Sun Valley	Sun Valley	ID
Town of Telluride	Telluride	CO
Telluride Ski Resort	Telluride	CO
Jackson Hole Base Village	Teton Village	WY
Origins Heritage Park	Tucson	AZ
Vail Cascade Resort and Spa	Vail	CO
Vail Lionshead Redevelopment	Vail	CO
Vail Resorts Lot P3 & J	Vail	CO
Town of Winter Park	Winter Park	CO
Winter Park Resort	Winter Park	CO
Yosemite National Park	Yosemite	CA



CONSULTING

TOWN OF BRECKENRIDGE DYNAMIC PARKING SIGN

Breckenridge, Colorado



PHOTO COURTESY OF: SKYLINE

PROJECT DESCRIPTION

- The Town of Breckenridge, CO is a popular year-round destination for outdoor enthusiasts, cultural tourists, and families who travel from around the world to experience the town’s amenities and activities.
- As such, navigating traffic and parking congestion in town for visitors is often difficult.
- Previously, drivers would not know that in-town parking lots were full until they drove into town and circled through each parking lot. Frustrated, drivers would then drive back to periphery of town and park in one of the shuttle lots.
- The Town engaged Walker Consultants to evaluate the existing wayfinding and develop a solution to help drivers find parking availability in some of their busiest parking facilities.

SOLUTION

- Walker Consultants developed a series of strategies, graphical signage concepts, and recommendations to better inform drivers of locations and directions to parking areas. This included a combination of static and dynamic roadside signs.
- A dynamic message sign along the side of the road prior to entering town was designed and constructed specifically for this project.
- The digital sign is flexible and capable of displaying safety messages as well as real-time parking information.
- The parking status for the facilities on the sign is controlled by the Town’s parking operations team. The status of the parking lots can be changed instantly by a phone application specifically designed for this project.
- The sign not only has an architectural appeal, but the design was coordinated with CDOT to meet federal guidelines for safety and design.

BENEFIT

- Drivers entering town can now be informed in real-time via highly visible digital roadside sign displaying parking availability.
- This information allows visitors to make an informed decision of where they can park prior to entering town, reducing circling that contributes to traffic and congestion.
- Various important messages can also be displayed on the sign which can alert driver of important information prior to arriving in town.
- The Town is easily able to update the parking availability in real-time while out in the field via the custom smart phone application.

REFERENCE

Shannon Smith
Project Manager
Town of Breckenridge
P: 970.453.3196
E: Shannons@townofbreckenridge.com

PLANNING

TOWN OF EAGLE PARKING PLANNING STUDY

Eagle, Colorado



PHOTO COURTESY OF GOOGLE IMAGES

PROJECT DESCRIPTION

- The Town of Eagle engaged Walker to complete a Downtown Parking Study to evaluate current supply and demand conditions within the downtown core.
- Walker was also tasked with developing recommendations for parking policy and management in Eagle.

SOLUTION

- Walker provided an implementation plan focused on community outreach, public support, and funding opportunities - particularly focused on eliminating a trend of long-term vehicle storage in the public right-of-way that was damaging economic vitality and degrading the community fabric.

BENEFIT

- The Town of Eagle is now able to better manage their right-of-way parking through the parking management recommendations developed from this project.
- The Town of Eagle has used Walker's public engagement strategy to begin a culture shift and ensure integrity of the public right-of-way for years to come.

REFERENCE

Morgan Landers
Assistant Town Planner
Town of Eagle
P: 970.328.9651
E: Morgan.landerson@townofeagle.org



PHOTO COURTESY OF: SPIRITHOSPITALITY.NET

PROJECT DESCRIPTION

- The City of Loveland engaged Walker to find data-driven solutions to a perception of parking shortages in its bustling downtown, and assuage fear around implementation of a new streets plan eliminating some on-streets spaces

SOLUTION

- Walker is currently working with the City and its community to develop a suite of implementable options while being sensitive to the City’s fiscal limitations
- Key recommendations include uniformity in parking policy and singular points of contact for parking management and enforcement, parking permit options for long-term parkers, signage, wayfinding, and GPS integration
- Walker also recommends an ongoing community outreach and education program

BENEFIT

- Loveland is now armed with a scalable enforcement program, updates to its signage and wayfinding program, and a staffing plan to help the community better manage its parking assets as the downtown grows and changes

REFERENCE

David Eisenbraun
Community & Strategic Planning
City of Loveland
P: 970.962.2721
E: David.eisenbraun@cityofloveland.org



PLANNING

MANITOU SPRINGS PARKING PLANNING STUDIES

Manitou Springs, Colorado



PHOTO COURTESY OF GOOGLE IMAGES

PROJECT DESCRIPTION

- The Manitou Springs Metropolitan Parking District was planning to develop the Wichita parking lot into a parking garage to support growth in downtown Manitou Springs. This project included Walker designing the parking garage and providing the necessary parking and financial planning to support the project.

SOLUTION

- Walker conducted a parking demand analysis in downtown to identify the need for increased parking. A rate assessment of the parking facilities was also conducted in downtown.
- A preliminary proforma was developed for the proposed parking garage to identify operating expenses and potential parking revenues from the increased parking supply. The resultant proforma was further developed to be used for a bond offering.
- A traffic impact analysis was also completed for the site, as required by the City, to determine the impacts of adding the additional parking.

BENEFIT

- The results of the planning study enabled the owner to understand the financial impacts of constructing the parking garage as well as documenting the necessary financial information for the project. This enabled the owner financing to solicit for bonds to pay for the construction of the parking garage.
- The traffic impact analysis was used in the planning submission for approval by the City.



PLANNING

CITY OF BRIGHTON PARKING MANAGEMENT PLAN

Brighton, Colorado



PHOTO COURTESY OF COLORADOREALESTATEHOMESOURCE.COM

PROJECT DESCRIPTION

- The City of Brighton was in need of developing a Downtown Parking Management Plan in response to the expected growth and development of Downtown Brighton.

SOLUTION

- Walker developed a Comprehensive Parking Management Plan based on Brighton’s unique opportunities and challenges related to parking and mobility.
- The Plan identified a number of “must-haves” for the public parking and mobility system.
- The Plan has set forth two different options for managing the parking supply, and two options for organizing and administrating the parking management system. The two options identified were a result of the City using a transitional approach to managing parking as well as a longer-term strategy for managing the system.
- The Plan sets forth a number of policy recommendations for the City’s consideration.

BENEFIT

- The Plan set forth strategies for enhancing the existing parking system to accommodate current and future demand over the next ten years, based on projected development patterns, and identifies opportunities to increase system efficiency, equitability, and usability.



05 PROFESSIONAL
FEE



PROFESSIONAL FEE

The base scope of services outlined will be completed on a lump sum plus reimbursable expenses basis of \$26,700. We suggest budgeting \$1,300 for reimbursable travel expenses for our four trips to Salida. In addition to the base scope of services we offer the following fees for the outlined additional scopes of service.

Shared Parking Model: \$1,770

Customizable Parking Model: \$3,400

City Council Work Session: \$2,100

Additional Public & Business Input: \$3,200

PROFESSIONAL FEE

GENERAL CONDITIONS OF AGREEMENT FOR CONSULTING SERVICES

SERVICES

Walker Consultants (“Walker”) will provide the CLIENT professional services that are limited to the work described in the attached letter (“the services”). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker’s specific written consent will be at CLIENT’s sole risk.

PAYMENT FOR SERVICES

Prior to commencement of services the CLIENT agrees to make an Initial Payment to Walker in an amount equal or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT. Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker’s liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.





CHAFFEE COUNTY
 DEVELOPMENT SERVICES DEPARTMENT
 104 Crestone Ave., Room 125
 P.O. Box 699
 Salida, Colorado 81201
 (719) 539-2124 FAX: (719) 530-9208
 bdepartment@chaffeecounty.org

June, 10 2019 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Permit Activity

- **Permits** issued in May 2019: 404
2018: 292
- **Total Revenue** collected in May 2019: \$210,141.02
2018: \$103,942.06
- **SFDs** issued in May 2019: 32
Salida: 4 BV: 4 Poncha: 9 County: 15
- **2019 year-to-date permit totals:**

Salida:	490	15 SFDs
Buena Vista:	258	39 SFDs
Poncha Springs:	185	27 SFDs
Unincorporated County:	<u>617</u>	<u>49 SFDs</u>
Total Number of Permits Issued:	1,550	*130 SFDs
- **2018 permit totals through May:**

Salida:	420	31 SFDs
Buena Vista:	220	28 SFDs
Poncha Springs:	67	5 SFDs
Unincorporated County:	<u>654</u>	<u>60 SFDs</u>
	1,361	*124 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. New Commercial Projects

Salida:

- **123 W. First:** A mechanical permit was issued for a commercial kitchen.
- **413 W. Hwy 50:** A building permit for an alteration at 50 Burger was issued.
- **7360 W. Hwy 50:** A permit was issued for a remodel at High Country Bank.
- **148 E Street:** A permit was issued for a structural stabilization and stair installation of the “blue building” on first and E.

Buena Vista:

- **559 Railroad Street:** A full building permit has been issued for the BV school project. Mechanical permits have not been issued yet. Electrical and plumbing permits are required to go through the state per statute.

C. Certificates of Occupancy

In May we issued 47 certificates of occupancy for residential projects countywide. The following certificates of occupancy for commercial projects were issued in May:

- 428 Hwy 24
- 11430 CR 197
- 13237 Midland Way

D. Inspections

- In May we performed 1089 field inspections.

II. Planning & Zoning

- A. Land Use Code:** There was no Planning Commission work session on May 29, 2019.

On May 29, 2019, the Planning Commission did hear a proposed amendment to Article 1.3.5 of the Land Use Code to add “Board of Health” to the 15 day posting requirement. This will be heard by the BoCC on **June 11, 2019**.

The following Land Use Code items are pending discussion:

- An amendment to the definition of Outfitting Facility in Article 15 of the LUC. This was discussed in a joint work session with the BoCC held on May 8, 2019. The resulting definitions were distributed to the PC and BoCC for comment, this item will be further discussed at the **June 25, 2019** work session.
- A citizen-initiated amendment to Table 2.2 and Section 7.8.22 to allow a retail center for Medical/Retail Marijuana sales in the Industrial zone. This was discussed by the Planning Commission in work session on January 9, 2019 and was heard in a Public Meeting on February 26, 2019. The Planning Commission recommended approval of the text amendment. This item was heard by the BoCC on March 12, 2019 and continued to a joint work session with the PC held on May 8, 2019 at which time all commissioners agreed that public input on this topic should be taken. Public input will begin with a short survey that will be taken within the Public sessions for the comprehensive plan update.
- An amendment to Table 2.1 to change the Central Water or Sewer Provision to add “Central Water.” This was discussed by the Planning Commission in work session on January 9, 2019 and will be heard in Public Meeting on **June 25, 2019**.
- An amendment to Article 15, Definitions to add definitions of Central Water System and Central Sewer System. This was discussed by the Planning Commission in work session on January 9, 2019. Planning Commissioner Curgus has research to share with the Planning Commission and this will be discussed at a future work session.

- An amendment to Article 5.2.3.1, Plat Amendments to require Public Notice. This was discussed by the Planning Commission in work session on January 9, 2019 and will be heard at the **June 25, 2019** Public Meeting.

B. Buena Vista Intergovernmental Agreement: Staff last met with the Buena Vista Planner on March 21, 2019. Discussion centered on the need for Buena Vista to define and adopt a Municipal Services Area. Buena Vista is currently moving ahead to adopt a Municipal Service Area. The next meeting is not yet scheduled. Additionally, **BV has brought to our attention some language anomalies in our building inspection IGA that have been referred to our attorney's office.**

C. Comprehensive Plan: The contract was awarded to CTA at the May 7, 2019 BoCC meeting. Staff kick-off meeting was held June 7. Public kick-off is scheduled for June 26 at Mt. Princeton Hot Springs.

D. Land Use Applications Current / Pending / in progress:

Applications Scheduled for Public hearing:

- Xcel Energy has made application for a height variance for a telecommunications tower to be installed at the Poncha Springs substation. This application will be heard by the Board of Adjustment on **June 11, 2019.**
- Habitat for Humanity has made application for a setback variance to grant a 15' variance to the 15' side setback requirement in the Townsite of Nathrop. This application will be heard by the Board of Adjustment on **June 11, 2019.**
- The RGP Industrial Park Major Subdivision preliminary plat on the south side of CR 140 across from the west end of the Harriet Alexander Field runway proposes 5-2.1 acre lots in the industrial zone with no residential use. This application was heard and recommended for approval by the PC on November 27, 2018. The application was heard and approved by the BoCC on December 12, 2018. This preliminary plan application will be sent for agency review and staff anticipates hearing before the Planning Commission on **July 30, 2019** and the BoCC on **August 30, 2019.**
- Clear Cool Water at Ark River a Rocky Mountain Sanctuary at 9325 CR 160 proposes a 13 unit Duplex Townhome Development by Major Impact Review and Townhome Subdivision Exemption on 26 acres. This application will be before the Planning Commission on **July 30, 2019** and before the BoCC on **August 13, 2019.**
- North Forks Ranches Major Subdivision Sketch Plan at the westerly entrance to Weldon Creek subdivision on the north side of Highway 50 proposes to divide 150 acres into 17 lots with sizes ranging from 5 to 19 acres. The application was before the Planning Commission on May 28, 2019 and was recommended for approval. The application will be before the BoCC on **June 11, 2019.**
- The Wilson Minor Subdivision final plat proposes to re-subdivide the 8.8 acre Lot 24 of Glenview Subdivision, Filing No.1 into two Lots of 2.0 and 6.8 acres. The application was heard and approved by the Planning Commission on March 26, 2019 and after agency review on May 28, 2019. The application will be before the BoCC on **June 11, 2019.**
- The Melton Minor Subdivision final plat at 32900 CR 371 proposes 2 lots of 9.49 and 6.29 acres. The application was heard and recommended for

agency review by the Planning Commission on August 28, 2018. Final plat materials have been submitted and the application was sent for agency review. Comments from Colorado Geologic Survey indicated concern for an alluvial fan on the property. The applicant has submitted a geologic hazard analysis to address this issue. This application was before the Planning Commission on May 28, 2019 and was recommended for approval. The application will be before the BoCC on **June 11, 2019**.

- Cactus Ranch Major Subdivision final plat is located on the north side of CR 175, north of Ute Heights, and proposes to divide 13.1 acres into 6 Lots. The application was heard by the planning commission on March 27, 2019 and was approved for agency review. The application was before the Planning Commission on May 28, 2019 and was recommended for approval. The application will be before the BoCC on **June 11, 2019**.

Recently Approved, Denied or Withdrawn Applications:

- The Confluence Road Subdivision Exemption for Public Benefit proposes to dedicate the northerly 30 feet of Lot 1 of the Triple Tee Minor Subdivision to the City of Salida for half of Confluence Road. The area to be dedicated is currently designated as open space. The application was before the BoCC on May 28, 2019 and approved.

Applications Requiring Applicant Action:

- Hawkins Minor Subdivision Sketch Plan at the west end of Sunshine Acres on the North side of Highway 50 proposes to divide 9.1 acres into 2 lots of 3 and 9 acres with access through Lot 1, Block A of Sunshine Acres. The application was before the Planning Commission on May 28, 2019 and was approved for agency review.
- The Nola Minor Subdivision at 7505 CR 156 W proposes to divide the 4.06 acre Tract 3 of the Marques Tracts into 2 lots of 2.03 acres. The application was heard by the Planning Commission on April 30, 2019 and was approved for Agency Review.
- The Williamson Minor Subdivision sketch plan at 6275 CR 178E (east of Ute Heights) proposes to divide 9.7 acres into two lots of approximately 5 acres. The application was heard and approved by the Planning Commission on March 26, 2019. The application will be sent for agency review on submittal of final plat materials
- Centerville Ranch Major Subdivision sketch plan proposes 133 lots ranging in size from 1.5 to 9.3 acres on 495 acres within a 907 acre ranch. This application was heard by the Planning Commission on January 29, 2019 and recommended for approval. The application was before the BoCC on February 12, 2019, continued to February 21, 2019 and then continued to March 12, 2019 for a special meeting at the fairgrounds. At the March 12 meeting the BoCC approved the sketch plan and directed the County Attorney to draft a Resolution. The Resolution was approved by the Board at the March 19, 2019 meeting and Central Colorado Conservancy presented a concept for a Conservation Easement that would encompass the southerly 2/3 of the ranch. The application will be sent to review agencies on submittal of the Preliminary Plan submittal.

- Lark's Perch Major Subdivision sketch plan, located south of Hutchinson Lane and east of the Canyons ROSI, proposes the division of a 37 acre parcel into 14 lots. This application was before the PC on January 29, 2019 and recommended for Approval. The application was before the BoCC on February 12, 2019 and approved. The application will be sent for agency review upon receipt of the preliminary plan submittal.
- Ruby Mountain Minor Subdivision sketch plan, located east of the Arkansas River adjacent to the Ruby Mountain campground, proposes to divide a 19.7 acre parcel into two lots. This application was before the PC on January 29, 2019 and recommended for approval. The application will be sent for agency review upon receipt of the final submittal.
- El Rancho Vaquero Minor Subdivision north of the Buena Vista rodeo grounds proposes to divide the outlot created by the Heritage Water Subdivision into 3 lots of 9.6 to 9.8 acres. The Minor Subdivision was before the Planning Commission on February 26, 2019 and recommended for agency review.
- The Vista Sawatch Major Subdivision Sketch Plan at the northeast corner of Highways 285 and 291 proposes 11 lots with a minimum lot size of 3.6 acres. This application was heard and recommended for agency review by the Planning Commission on August 28, 2018. This application was heard and approved by the BoCC on September 11, 2018. The Preliminary plat is yet to be submitted.
- The Virga Minor Subdivision at 6644 CR 110 proposes to divide 9.4 acres into 2 lots of 3.0 and 6.4 acres. Application was heard and recommended for approval by PC on November 28, 2017. The applicant has been in contact with staff regarding his review by the Army Corps of Engineers and has requested an extension for submittal of the final plat until May 28, 2019.
- Whispering Pinons Acres Major Subdivision Sketch Plan at 11341 CR 206, west of the Poncha Springs Cemetery, proposing 12 lots on 40 acres was heard and approved by the BoCC on March 13, 2018. Staff granted a 6-month extension to submit the preliminary plat through March 6, 2019.

Out of Compliance Applications:

- Estates at Mt. Princeton Phase II & III (OLD) are required to be completed by 06/08/2015 (sketch plans for multiple filing subdivisions are valid for a maximum of 5 years under the old regulations). The PUD development agreement also refers to a five-year term, requiring that all phases have final approval within 5 years. Staff had a pre-application meeting with the applicant on 6/4/15. No application submitted to date. This subdivision is out of compliance.
- Arkansas Valley Adventures Campground (OLD) – prelim. Submittal to agencies 05/30/2012. Staff has left messages for the owner, David Bradford, and has yet to receive a reply. This is an approval that I recommend rescinding due to the length of time since the applicant has been in contact with us and his ignoring our attempts to contact him. This property is currently the subject of a review by planning staff for camping violations. Staff and

Commissioners Felt and Baker have met with the applicant and neighbors. Staff is providing guidance for the submittal of an application.

- E. **Nestle Waters:** Staff continues to work with Nestle Waters in anticipation of a permit amendment and renewal of the 1041 permit. The 2018 Annual Report was received by staff on May 1, 2019.
- F. **Homestake pipeline reconstruction 1041 permit:** Staff is meeting with Homestake representatives to discuss amendment of this 5 year permit for an additional 5 years.
- G. **Valley View School:** Salida School District has proposed the transfer of this property to Chaffee County. Staff has noted that the 2004 transfer of this property from the Richardson Family was not in conformance with the Land Use Code.
- H. **Subdivisions subject to SIA with Lot Sales Restrictions:**
 - 1. Estates at Mt. Princeton: LSR on Phase 1, Lots 10 and 16-27; was extended through June 27, 2019.
 - 2. Lakeside Preserve: The BoCC granted a final extension to the Lot Sales Restriction through November 01, 2019.
 - 3. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20 2029
 - 4. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
 - 5. Westwinds: LSR Lots 35-45 Filing 3 & Lots 46-49 and 52-55, Filing 4. Developer has entered into an escrow agreement with the County (\$270,000). Lot 46, Filing 4 was released in April, 2019.
 - 6. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019.
 - 7. Broadview ROSI: LSR on Lots 10-19 through June 6, 2019.
 - 8. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019.
 - 9. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.
 - 10. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019.
 - 11. Pintane Subdivision Exemption: LSR on all Lots through July 31, 2019.
 - 12. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
 - 13. Shanahan Minor Subdivision: LSR through March 3. 2019.
 - 14. Strother Minor Subdivision: LSR through July 7, 2023.
- I. **Violation Investigations**
 - 1. David Burroughs Property – 22580 Main St., Garfield. Apparent commercial camping on private property exceeding two months. This issue has been verified by staff and referred to the County Attorney. Occupants have left property.
 - 2. Wyzkiewicz/Hirschey Property – 11341 CR 206. Building and Zoning violations. This property is being platted as Whispering Pinons Acres Major Subdivision, see items requiring applicant action. Staff is working with the applicant toward resolution of the building and land use violations.
 - 3. All Valley Auto and Diesel at 12765 CR 314 in Johnson Village was the subject of public comment before the BoCC regarding operating as an auto salvage yard. Planning and Public Health staff met with the owner on August 30, 2018

and determined that the property is being used as an auto salvage yard. Staff has referred this to legal. Chip has sent a letter to the property owner and has had a few conversations with him. Staff will make a second site visit in April, 2019 to review the compliance efforts.

4. Staff is reviewing 3 properties in Trout Creek Meadows on Singletree Road for possible camping violations.
5. Cottonwood Hot Springs – Junk Violations
6. Nathrop Properties – white metal Junk
7. 28417 CR 337, A violation letter was sent May 22, 2017 for operation of a salvage yard in a residential zone, accumulation of trash, and pole barn built without permits. The certified mail receipt was returned to the County with a received date of June 10, 2017. Staff has not been contacted by the property owner. This matter has been referred to the County Attorney. The County Attorney has requested that the Planning Department write a follow-up letter.

III. Engineering

A. Road and Bridge

1. Staff started on the FLAP grant to widen CR 300, to Ruby Mountain recreation area. Letters of support have been received from BLM, National Forest, and CPAW. Nestle Promised to deliver a letter of support, but the staff has not received it yet.



B. Plan Review

1. Staff reviewed the following plans:
 - a. Wilson Minor Subdivision,
 - b. Virga Minor Subdivision,
 - c. Cactus Ranch Major Subdivision.

C. OWTS Program

1. Staff (Greiner and Roorda) made a site visit to the property of Mr. Zimmerman on the corner of CR 344 and CR306 next to Cottonwood Creek. There are possible issues with the high ground water and natural springs that may affect the OWTS location. A follow-up meeting/site-visit with the engineering firm, Buena Vista Public works Director and staff has been planned to discuss the location and existing surface waters to discuss the possible impact. Staff wants to ensure all issues are addressed and solved before issuing the permit.



2. In May staff reviewed 17 OWTS designs. Issued 17 OWTS permits and 4 are on hold. (1 OWTS installer's exam, 3 for design issues).
3. Staff reviewed 5 OWTS systems for short term rental applications.

B. Regional engineering plan review and inspection

1. Staff has been performing inspections for the Buena Vista High School.
2. Staff has been contacted by the Buena Vista Public Works director to analyze the existing BV softball field lighting poles to upgrade to LED.
3. Staff was informed by the Buena Vista water resource supervisor that the County Engineer's report of 2018 regarding the waste water treatment levels within the BV water protection district is going to be addressed in 2019.
4. Staff attended the May 28th Poncha Springs trustee meeting with the Development Services Director to answer any questions about the proposed engineering IGA. The trustees unanimously approved the IGA. We are waiting for Poncha's attorney to review our draft IGA and we will then have our attorneys review any proposed changes before bringing it to the BoCC for approval.

C. Engineering Projects

1. Homestake water diversion project: The additional measures taken by Tezak to ensure the safety of the project due to high flows have worked and at this time there are no issues. Staff did the first concrete inspection of 2019 on the footer for the new intake valve. The old intake has been dismantled and removed.
2. The Chaffee county Fairgrounds arena:
 - a. The county has officially awarded the fairground lighting to FEM. FEM has started with engineering and the construction schedule is to have the south side light installed before the fair and the North side after the fair. Chaffee county engineer has initiated a RFC (request for change) to replace the wooden poles with 2 steel poles for an increased cost of approx. \$13k dollars before rebates this should drop to approximately \$5k dollars.
 - b. The county has awarded the Asphaltting to PMS. The work has started. The work the area east of the fairgrounds will be graded for storm water that will be focused to a storm water tank.
3. The Poncha Springs Water tower: Due to the colder temperatures the contractor wasn't able to start painting the exterior of the water tower. This work is projected to be completed in June.



4. Buena Vista Water tower structural construction was started and completed in May.



5. Buena Vista High School: Phase 1 of 3 is under construction.

a. Phase 1:

- i. The foundation is 100% complete,
- ii. Slab 80% Complete,
- iii. CMU walls 30% complete,
- iv. Steel construction is 20% complete of Section A,
- v. Staff has performed 25 inspection to date,

b. Phase 2: 0% complete.

Phase 3: 0% complete.





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Directors Report to the Board of County Commissioners June , 2019 (for activities in May 2019)

Note: The applicable Strategic Plan action item(s) have been included in parenthesis following most reported activities.

- Office of Housing Steering Committee (2.A)
 - Members of the Steering Committee convened on May 22nd to review the Office of Housing Strategic Plan, kickoff a MJHA evaluation, and discuss the potential for a county-wide “Housing Communication Strategy.” We tabled the topic of additional staffing needs. A copy of the agenda is attached to this report.
- Housing Policy Advisory Council (2.A; 2.B)
 - The next HPAC meeting is June 6th, from 10 – 11:30 in Buena Vista’s Public Library.
 - May 2nd HPAC Meeting: A copy of the draft HPAC Meeting minutes for the May 2nd meeting are attached to this report. Items of interest include:
 - HPAC Education and Outreach sub-committee has ample opportunity to assist with the Comprehensive Plan and Health Disparities Grant Program (HDGP) community engagement efforts.
- Homeless Coalition (2.A; 2.B; 2.E; 2.F; 2.G)
 - The next Homeless Coalition meeting is June 6th, from 3:30 -5:00, in the Shavano Room of the Touber Building in Salida. A copy of the agenda is attached to this report.
 - Code Blue: I assisted the team at Caring and Sharing conduct a reflective analysis of the 2018-2019 Code Blue Shelter, and planning for the future 2019-2020 cold weather shelter. Currently, we are working to 1) relocate the items used in shelter (sleeping bags, mats, pillows, etc.) to storage for the warm season, and 2) identify a potential different location for a 2019-2020 Code Blue Shelter.
 - Local Survey: The survey is ready for distribution, and will be presented during the next coalition meeting.
 - Public Land Management Partnership: I met with the Recreation in Balance Task Force of on May 14th and the Recreation in Balance Leadership Team on May 28th. We are continuing to explore how a Homeless Outreach Team (HOT) might look in Chaffee County. Additionally, the following tangible activities are taking place:
 - I will be seeking volunteers from the Homeless Coalition to “adopt” the disbursed campsite known as “Burmack.” This will include testing the RIMS app being developed by the RIB team, and
 - Piloting HOT activities, including coordinating with public land management officials and direct outreach to people using the public lands for residential purposes.

- Salida (3.A)
 - On May 9th, I met with City Administrator, Drew Nelson, and Community Development Director, Glen VanNimwegen, to report my findings on the Salida Housing Authority. It was agreed that I would move forward with an outline of the steps that will need to be taken to create a MJHA, as well as propose a potential funding strategy.
 - I am reviewing and revising the draft Community Guidelines, as inherited from the HPAC. These guidelines will inform not only Deed Restrictions, but also Salida's Inclusionary Ordinance and Eligibility Criteria. (2.A; 3.D; 3.E)
 - I spoke with a business owner regarding housing affordability and its impact on his business. We explored partnerships in data collection, community education, and advocacy. The landscape seems ripe for successful public/private partnerships, with the barriers including land acquisition and construction funding. (2.D; 2.G)

- Buena Vista (3.A)
 - Town-Owned parcel evaluation: I facilitated a discussion on May 14th, wherein we reviewed the town-owned parcels and established potential ranking criteria, potential overarching goals for the discussion, and next steps in community engagement. I am placing all of the evaluative data and associated maps into a presentation that will eventually go before the Board of Trustees. Prior to going before the Trustees, this presentation will be vetted in front of a diverse group of stakeholders within the community to be sure that the approach is wholistic. Then the presentation will go before the Trustees, requesting their input and approval to move forward. (2.E)
 - I met with a private developer to discuss a potential development, encourage the use of Buena Vista's Comprehensive Plan, and encourage a housing product that will be affordable. (2.E; 2.D; 2.G)

- Poncha Springs (3.A)
 - I have been identifying potential data points to monitor that might help evaluate the impact on housing affordability following Poncha Spring's code changes, and the resulting increase in construction.

- Salida Housing Development Corporation (2.E; 2.G)
 - Mesa Crossings: This proposed LITC and Permanent Supportive Housing project is in partnership with Cardinal Development, and will be located in Poncha Springs. Cardinal plans to submit their application to CHFA for the 9% tax credits.

- Office of Housing Calendar (1.A; 2.A; 2.F)
 - A Google calendar has been embedded on the Office of Housing's webpage. This will be used to communicate activities hosted by the Office of housing, the HPAC, the Homeless Coalition, as well as promote the Comprehensive Planning community events.

- Rental Deposit Guarantee Program (2.A; 2.D)
 - On May 7th, the BOCC accepted the Grant Terms and Conditions from El Pomar’s Central Peaks Region.
 - I worked with staff in the Department of Human Services to coordinate referrals around this program; staff report excitement over this opportunity to assist households.
 - On May 30th, we received the \$40,000 check from El Pomar, and delivered it to the Finance Director. He and I will meet June 7th to establish procedures for the financial management of the program. A press release should be expected mid-June with the program’s launch date estimated to be July 1st, 2019.

- 2019 Income Limits (HUD, CHFA, DOLA) (2.A; 2.F)
 - New Federal Income and Rent Limits have been released for affordable housing programs; locally, we are using the income and rent limits as published by CHFA as Chaffee County’s standard. AMI for Chaffee County increased modestly, demonstrated on the following table:

% of AMI	Household Size					Hourly wage for one person, working full time
	1	2	3	4	5	
30%	\$14,310	\$16,350	\$18,390	\$20,430	\$22,080	\$6.90
40%	\$19,080	\$21,800	\$24,520	\$27,240	\$29,440	\$9.17
50%	\$23,850	\$27,250	\$30,650	\$34,050	\$36,800	\$11.47
60%	\$26,620	\$32,700	\$36,780	\$40,860	\$44,160	\$12.80
70%	\$33,390	\$38,150	\$42,910	\$47,670	\$51,520	\$16.05
80%	\$38,160	\$43,600	\$49,040	\$54,480	\$58,880	\$18.35
100%	\$47,700	\$54,500	\$61,300	\$68,100	\$73,600	\$22.93
120%	\$57,240	\$65,400	\$73,560	\$81,720	\$88,320	\$27.52

- The Watershed, Buena Vista (Goal 2)
 - The Watershed has informed all members that they will be closing August 31st.
 - I am looking for locations that would be a good alternative working environment in Buena Vista.

- Health Disparities Grant Program (2.A; 2.E; 2.F; 3.A; 3.B)
 - Contracts and Budgets have been negotiated and submitted to the Grant Manager for the HDGP.
 - Land Use Topic data collection: Prior to the grant announcement, I've begun collecting community-based input on what land use topics might be the most important to discuss throughout this program. Data was collected at the May 15th Builders Fair, hosted by Poncha Lumber at the Chaffee County fairgrounds. Additional input will be gathered during the following events:
 - GARNA's river guide training at the Scout Hut on June 7th.
 - HPAC meeting on June 6th.
 - Homeless Coalition meeting on June 6th.
 - Planning Commission and elected governing bodies, TBD, throughout June.
 - Director Carlstrom and I also met with a communications professional to gain an understanding of how we might best approach a communications strategy for the HDGP.

- Private Developers: I continue to weave networks between private developers and multifamily capital investors and tax credit syndicators.
 - C-PACE: The Colorado PACE Program (Property Assessed Clean Energy) offers "...financing repayment is facilitated through the County property tax assessment process. A voluntary assessment (similar to a sewer district assessment) is placed on the building owner's property tax bill. The assessment is repaid over the financing term (up to 25 years) and the annual energy cost savings will, in most cases, exceed the annual assessment payment, thereby enabling capital intensive equipment upgrades. Because the C-PACE assessment obligation runs with the property, the assessment can transfer to the next owner when the property is sold."
 - I am working to bring the Director of this program to present before the BOCC and other County Officials so we might begin evaluating whether or not this is a supportive financing opportunity appropriate for our county.

- Comprehensive Planning (2.A; 2.F)
 - In addition to attending the June 7th kickoff meeting between CTA and County Staff, Director Carlstrom and I will meet with CTA staff regarding the HDGP (also on the 7th) so we can begin strategizing how the two initiatives can support one another.
 - I've reserved the day of June 21st to participate in a county tour with CTA's Housing Affordability expert.

Community Partnerships

- Build a Better Colorado (2.B; 2.F)
 - I attended an initial meeting for a Chaffee County event hosted by Build a Better Colorado on May 17th.
- Family Resource Center (2.F)
 - On May 23rd, I participated in an initial discussion about whether or not Chaffee County residents would benefit from the establishment of a Family Resource Center. This is a specific model of service delivery and resource brokerage focused on eliminating barriers for people seeking services and creating a culture of supportive care.

Public Speaking Engagements

- With Andrea Carlstrom, I presented to the Chaffee County Economic Development Corporation regarding the El Pomar Grant and the HDGP. (2.F)

Professional Development (2.B; 2.F)

- May 14th: I hosted a Housing and Health webinar that was offered by the National Association of County and City Health Officials; 6 members of the HPAC attended.
- June 20th: CHFA Housing Credit Summit, with LITC pre-session; Denver, Colorado
- July 11th: Housing Colorado Statewide Outreach event; Pueblo, Colorado
- July 15th: Housing Colorado hosts Permanent Supportive Housing Forum in Denver, Colorado



JUNE 2019 STAFF REPORTS

Fire Department –

- The majority of the South Arkansas Fire Protection District Board and the Chief attended a Special District's workshop at the Scout Hut on June 10th, which was very beneficial.
 - Several staff attended a TIMS training put on by State Patrol; it teaches responder safety on highway accidents and what we can do to get highways open quicker after a crash.
 - Preparing for another active summer in Salida.
-

SteamPlant, Scout Hut & Creative District–

- There were 74 total events, including: four concerts; four film presentations; one dance; three art receptions and one wedding;
- Major projects include:
 - o Installation of new public art sculpture on annex wall;
 - o Hosted CCI Change Leader dinner and workshop;
 - o Hosted Creative District Convening;
 - o Created an Art Car with other Creative Districts that will be on display in Denver;
 - o Hosted the CCI Summit;
 - o Finalized sponsors for Thursday at Six Concert Series;
 - o Held first Thursday at Six Concert;
 - o Worked on preparations for Salida Jazz Festival;
 - o Worked with Colorado Central Telecom on installation of fiber to City facilities;
 - o Placed ads in publications at the Denver Performing Arts Complex promoting Salida festivals;
 - o Placed ad in Colorado Central Magazine for Thursday at Six Concert Series;
 - o Placed ads in Mountain Mail and Mountain Guide for Thursday at Six Concert Series and film presentations;
 - o Worked with Art Walk on preparations for June event;
 - o Worked to finalize Charter Cable franchise agreement;
- 3800 people attended May events.

Community Development –

- Staff was delighted to be informed by DOLA that our grant request for \$93,750 to help us complete the re-write of the Land Use Code was approved. Next steps will be drafting an RFP and picking a consultant.
- Staff completed the evaluation process for parking consultants and are making a recommendation to Council on June 18.
- We are finalizing the report and recommendations from Community Builders on Future 50. A specific group of actions will be a part of the final report. Our plan is to send this to the business and property owners along Highway 50 and then hold two formal public hearings: Planning Commission and City Council. This should occur in July-August.
- In the Planning Commission work session held on June 11, we had a spirited conversation about Accessory Dwelling units and our recently amended System Development Fees. More to come on their recommendations regarding ADU's.
- Staff is working on organizing a work session with Council to discuss some of the fine points of implementing inclusionary housing (i.e.: how is a house priced at 80% AMI).
- County Housing Director Becky Gray will be presenting to the Planning Commission on June 24 regarding the opportunities of the Health Disparities Grant the County received.

Public Works –

Administration:

- Construction management, resident notices and preconstruction meetings for 2019 street projects;
- Bid opening and contract docs for 2019 Asphalt Maintenance Project;
- Utility coordination meeting with other utilities;
- Final grant close-out for EV car charging installations;
- Multi-use facility inspections/meetings;
- Work with finance for SRF annual survey;

Streets:

- Start concrete rehab project and initiate sidewalk work near 4th and C;
- Start demo for C Street rehab project from 7th to 9th;
- Drainage improvements at two locations along Holman Avenue;
- Asphalt repairs;

Water/Wastewater:

- Repair and test sump pumps and other items for potential high water;
- Test and run high water discharge pumps at WWTP;
- Progress meeting for Wastewater Collection Master Plan;
- Completed sewer replacement work on the mesa;
- Sewer line maintenance at several locations;

Parks/Facilities:

- Staff assisted with Parks Master Plan kickoff and Hot Springs soaking pool meetings;
- Park and other support for FIBArk and many other in-town events.

Deputy City Clerk –

- The Assistant Deputy City Clerk, aided by a very helpful finance employee, successfully got through short-term rental renewals.
 - The Clerk's office was approached by a concerned citizen who would like to see the CORA log posted on the City's website.
 - Summer is class time for clerks; the Deputy City Clerk attended a liquor licensing class as well as a nuts and bolts class. Hopefully the latter class will lend itself to an updated and comprehensive policy and procedure manual for the City of Salida's clerk's office.
-

Police Department –

- Officers Coscarella and Pedersen have completed training and are now SOLO Officers.
- We have both SRO's back in the patrol rotation for a few months; this will give them a break for the day-to-day school routine. They will help us fill the gaps on busier shifts, provide more event coverage and assist with covering vacations.
- The PD has been doing quite a bit of foot and bike patrol in the downtown area. The response from the community has been very positive which fits within our community policing goals.
- We have completed the work and submitted our accreditation information to the Colorado Association of Chiefs of Police. We should hear back from them in the coming weeks to set up our facility inspections and start the review process.
- Officer Mike Travis is in the final stages of the hiring process in Coronado, California. If everything goes well for him, he will be leaving us in early July. We did post an ad three and a half weeks ago stating that we were hiring. We have contacted several academies throughout the state in an attempt to get our hiring information out. We have yet to receive a single application for the posted position. The department might start exploring other options if we don't start getting any interest.