



REGULAR MEETING OF THE CITY COUNCIL

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, March 19, 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 – March 5, 2019
 - c. Brewers Rendezvous Special Event Permit
 - d. Winefest Special Event Permit
 - e. Concerts in the Park Special Event Permit
 - f. Bluegrass on the Arkansas Special Event Permit
 - g. 2019 Asphalt Maintenance Crack Sealing Project #2019-008
 - h. Fire Department – Purchase of Cordless Vehicle Extrication Tools
 - i. Fire Department – Purchase of New Fleet Vehicle
 - j. Recreation Department – Used Bus Purchase
 - k. Lease Agreement – 123 East 3rd Street (KHEN)
 - l. City of Salida Application for CAST Membership

3. Fire Department Staff Presentation

4. Citizen Comment – 3-minute time limit

5. Unfinished Business
 - a. Public Hearing and Second Reading of Ordinance 2019-06 Updating Salida Municipal Code Concerning Alcoholic Beverages

6. New Business / Action Items
 - a. Child Abuse Prevention Month (Monica Haskell)
 - b. Resolution 2019-12 Supporting an Application for a DOLA Energy and Mineral Impact Assistance Fund Tier I Grant (Glen Van Nimwegen)
 - c. General Waiver and Release Agreement with Dara MacDonald (Nina Williams)
 - d. Leases of Excess Water Augmentation Credits (Jennifer DiLalla/City Staff)
 - e. Letter of Support – Valley View School (SPOT)

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

7. Councilmembers' and Mayor's Reports
Mayor Wood, Bowers, Critelli, Brown-Kovacic, Templeton, Shore, Kasper
8. Staff Reports
9. Adjourn

[SEAL]

City Clerk/Deputy City Clerk

Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL
AND MEETING OF THE LIQUOR LICENSING AUTHORITY

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, March 5, 2019 - 6:00 p.m.

MINUTES

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call – Present: Shore, Kasper, Bowers, Mayor Wood, Templeton, Critelli, Brown-Kovacic

2. Consent Agenda –
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – February 19, 2019
 - c. Approval of Water Fitness Equipment Purchase
 - d. Approval of Thonhoff Park Easter Egg Hunt Special Event Permit
 - Fee Waiver Requested

Shore made a motion to combine and approve the items on the Consent Agenda. Seconded by Bowers. With all in favor, THE MOTION PASSED.

3. Police Department Staff Introduction -

Police Chief Russ Johnson introduced the following staff:

- Lieutenant Spencer Blades
- Lieutenant Rob Martellaro
- Sergeant Corey Orth
- Leo Flores
- Harry Peele
- Chris Dwyer
- Sabrina Pedersen
- Alec Coscarella

4. Liquor Licensing Authority
 - a. Public Hearing – Liquor License Transfer Application for Laughing Ladies Restaurant Corp dba Uptown Grill

Mayor Wood opened the public hearing. Jennifer Madrid spoke and then Mayor Wood closed the public hearing. Bowers made a motion to approve the

liquor license transfer for Uptown Grill. Seconded by Kasper. Conditional to the applicant submitting the remainder of their paperwork by March 15, 2019, all were in favor. THE MOTION PASSED.

5. Citizen Comment – No one spoke.
6. Unfinished Business
 - a. Public Hearing and Second Reading of Ordinance 2019-05 Regarding Municipal Court Code Changes (Nina Williams)

The Mayor opened the public hearing at which no one spoke. The Mayor then closed the public hearing. Brown-Kovacic made a motion to approve on second reading Ordinance 2019-05. Seconded by Shore. With all in favor, THE MOTION PASSED.

7. New Business / Action Items
 - a. Resolution 2019-10 Regarding City Facilities LAN Fiber Connection (Michael Varnum)

Shore made a motion to approve Resolution 2019-10, and have Mayor Wood sign the agreement with Colorado Central Telecom. Seconded by Bowers. With all in favor, THE MOTION PASSED.

- b. Resolution 2019-11 Adopting the First Amended Angler's Ridge Annexation Agreement (Glen Van Nimwegen)

Van Nimwegen introduced two amendments to the agreement:

- 5.n.: The Owner agrees to restrict twelve and one-half percent (12.5%) of the RV spaces, rounded to the nearest whole number, to affordable prices for residents of Chaffee County and those employed in Chaffee County. Affordable prices will be defined by the Chaffee County Office of Housing, will be updated yearly and will generally represent affordability for a household earning 80% or less of the Chaffee County Area Median Income, as defined by HUD's income limits. The Owner shall provide biannual reports to the Chaffee County Office of Housing demonstrating compliance. The Chaffee County Office of Housing shall provide an annual report regarding this requirement, including unidentifiable statistical information concerning residency and general employment including household income to the City Council by the end of the first quarter of every calendar year.
- 5.s.: The Owner agrees to: provide options for leases with different time periods (such as 3, 6 and 12 month); offer for sale park model homes that are designed for all-year use, with skirting, freeze-proof utilities; and offer various housing options including RV trailers, motor homes, park models and tiny homes on wheels.

Critelli made a motion to approve Resolution 2019-11. Seconded by Brown-Kovacic. With all in favor, THE MOTION PASSED.

- c. First Reading of Ordinance 2019-06 Updating Salida Municipal Code Concerning Alcoholic Beverages (Nina Williams)

The Mayor mentioned that although he owns a distillery, he is not subject to this provision of the Salida Municipal Code. Kasper made a motion to approve on first reading Ordinance 2019-06. Seconded by Bowers. With all in favor, THE MOTION PASSED. Set for second reading on March 19, 2019.

8. Councilmembers' and Mayor's Reports

- a. Mayor Wood, Bowers, Critelli, Brown-Kovacic, Templeton, Shore, Kasper
 - Discussion of Liquor and Marijuana Licensing Authority Parameters: all Councilmembers agreed that New and Transferring licenses come before Council for discussion.
 - Critelli addressed a possible multi-service plan for the County involving AirMedCare and asked that the Administrator follow up. He attended an airport board meeting where funding was discussed for a noise study.
 - Templeton mentioned the SBA meeting at which parking and trash were discussed with City employees.
 - Brown-Kovacic attended the Boys and Girls Club annual dinner/fundraiser and spoke highly of the positive impact the club has on its members. She also suggested there be a \$5000 to \$6000 line item in the yearly budget for the club.
 - Shore also attended the Boys and Girls Club fundraiser and wants Council to support them fully. He also introduced the fact that former City Administrator Dara MacDonald was never paid her severance package and wanted to address that fact.

Shore made a motion to have legal counsel enter negotiations to reach an agreement to compensate Dara MacDonald for any severance owed per contract. Seconded by Templeton. With all in favor, THE MOTION PASSED.

- Mayor Wood spoke of House bill 19-1210 which would allow municipalities control over minimum wage. He mentioned that the Judds had contacted him regarding tap fees for affordable housing projects; Finance director interviews would be occurring; and that 2020 will be the 80th anniversary for Monarch Mountain. The Mayor, Mayor Scanga and Brian Berger of Poncha Springs and Drew Nelson had met to discuss development fees, expansion of trunk line, traffic and police and fire. The Mayor also addressed the fact that the City Administrator's six month review was quickly approaching and suggested several ways in which to facilitate:
 - Council could do the review;

- Use Employers Council; or,
 - Use CPS HR Consulting of Littleton, CO
- Brown-Kovacic spoke highly of Employers Council, and of making the process as transparent as possible for the public.

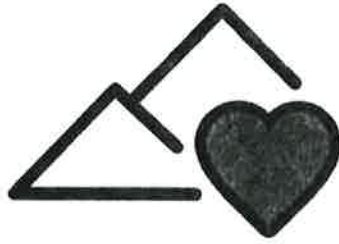
Brown-Kovacic made a motion to have legal counsel make arrangements with Employers Council to perform a 6-month performance evaluation for the City Administrator. Seconded by Shore. With all in favor, THE MOTION PASSED.

9. Adjourn – Meeting adjourned at 7:04pm.

[SEAL]

City Clerk/Deputy City Clerk

Mayor P.T. Wood



SALIDA COLORADO CHAMBER of COMMERCE

406 W. Hwy. 50 ~ Salida, CO 81201 ~ (719) 539-2068 ~ Fax (719) 539-7844
www.salidachamber.org ~ email: info@salidachamber.org

November 6, 2018

To: Mayor PT Wood and The Salida City Council
448 E. First St.
Salida, CO 81201

Attn: Lynda Travis
Deputy City Clerk
City of Salida

Re: 23rd Annual Colorado Brewers Rendezvous
July 13th, 2019
12:00 p.m.-5:00 p.m.

Dear Mayor Wood and Salida City Council,

The Salida Chamber of Commerce requests the use of Riverside Park for the 23rd Annual Colorado Brewers Rendezvous, slated for Friday July 12th, 2019 from 6p.m. to 9p.m. and Saturday, July 13th, 2019 from 12 p.m. to 5:00 p.m. We are requesting the private use of Riverside Park and the closure of Sackett Street from F to E Streets as well as the closure of the park and street beginning at 8:00 a.m. and ending at 7:00 p.m.

Set up, at Riverside Park, will begin at 8:00 am on Saturday and the event will begin at 12:00 p.m. We are requesting permission to host beer vendors, food vendors and live music. We will encircle the park and parking spaces along Sackett St. (food vendors and port-a-potties) with fencing to confine all food and alcohol consumption to the park area only. We will have all elements of the event cleared from the area by 7:00 p.m. on Saturday, and all areas will be cleaned of any debris.

Street Closures & Coned Off Parking Spaces

July 12th: Cone off Parking Spaces along Sackett from E to F Streets beginning at 5:00 p.m., as they are vacated, in order to allow for placement of food vendors, port-a-potties, and ice truck at 6:00 p.m.

July 13th: Close Sackett St. From E St. to F St. from 8:00 a.m. through the end of the event clean-up.

July 13th: Cone off Parking Spaces along park-side of F St. from Sackett to the F St. Bridge from 8:00a.m. through 11:00a.m on Saturday for vendor unloading.

Page -2-

Re: 23rd Annual Colorado Brewers Rendezvous

July 14th: We will be using the entire park, excluding the playground area east and Scout Hut, for vendors and the amphitheater for live music from 12:00p.m. to 5:00 p.m. There will not be music past 00 p.m. We will also be using the power box for food vendors as needed.

We will have 54 port-a-potties (2 ADA units), all with hand sanitizing stations. These will be placed along Sackett Street in the fenced parking spaces. There will also be 4 hand washing stations in the park for attendee's use.

We will have 30 (64) gallon large totes for trash, 1 (2 yard can) for trash, 3 (32) gallons glass receptacles and 1 (64) gallon receptacle for plastic. We will also include 3 receptacles for cardboard and 1 receptacle for aluminum.

Emergency services will be notified. We will provide security in the park to ensure an orderly event.

If you need anything else from the Chamber, or have any questions regarding this event, please don't hesitate to ask. Please phone us at 539-2068.

Thank you for your time and consideration.

Sincerely,



Lori Roberts
Executive Director
Salida Chamber of Commerce

lori@salidachamber.org

www.salidachamber.org

719.539.2068 o

719.221.3366 c

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 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"/> Malt, 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 Heart of the Rockies Chamber of Commerce	State Sales Tax Number (Required) 84-0312015
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2. Mailing Address of Organization or Political Candidate (Include street, city/town and ZIP) 406 W. Hwy 50 Salida, CO 81201	3. Address of Place to Have Special Event (Include street, city/town and ZIP) Riverside Park Sackett and F Street Salida, 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 Michael Varnum, Board President	11/24/59	422 W. 2nd St., Salida, CO 81201	719.221.9476
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5. Event Manager Lori Roberts, Executive Director	10/19/62	438 W. 1st St., Salida, CO 81201	719.221.3366
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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 beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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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	Date	Date	Date
July 13, 2019			
Hours From To	Hours From To	Hours From To	Hours From To
8:00 a.m. To 6:00 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 	Title Executive Director	Date 11/5/18
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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 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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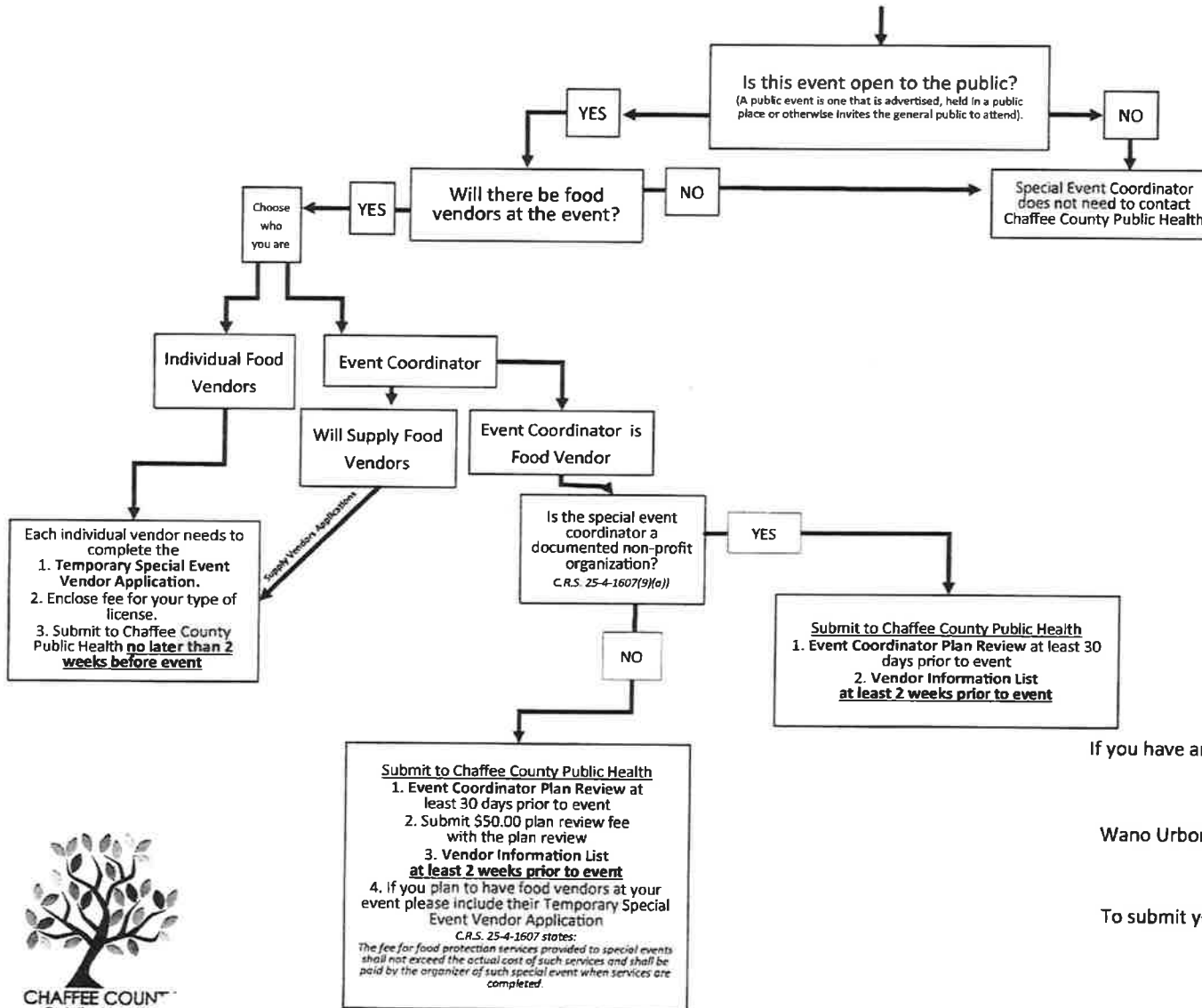
Signature 	Title CITY ADMINISTRATOR	Date 02/11/2019
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

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

GOT FOOD?

What do I need to do as a Event Coordinator/Special Event Food Vendor?



If you have any additional questions please contact:

Wano Urbonas, Environmental Health Manager, at

719-207-1498.

To submit your applications, please send to Chaffee County Public Health
Attn: Sarah Adams
448 E. 1st ST. STE, 137
Salida, CO 81201





CHAFFEE COUNTY
 Department Of
ENVIRONMENTAL HEALTH
 P.O. Box 699
 Salida, Colorado 81201
 719-207-1498



EVENT (WITH RETAIL FOOD VENDORS) COORDINATOR FORM

COORDINATORS OF COMMUNITY EVENTS IN CHAFFEE COUNTY WITH RETAIL FOOD VENDORS MUST COMPLETE THIS FORM AND SUBMIT TO CHAFFEE COUNTY ENVIRONMENTAL HEALTH AT LEAST **ONE MONTH** BEFORE THE COMMUNITY EVENT (**\$50 FEE** PAYABLE TO THE CHAFFEE COUNTY PUBLIC HEALTH). NOTE: NO FEE REQUIRED FOR NON-PROFIT OR CHARITABLE ORGANIZATIONS (PROVIDE 501c-3 DOCUMENTATION).

EVENT INFORMATION

Event Name: 23rd Annual Colorado Brewers Rend
Event Date(s): July 13, 2019
Location: Riverside Park, Salida, CO
Hours (Days and Times): 1 pm to 5 pm
Expected peak day(s) if event is longer than 1 day:
Anticipated number of retail food vendors:
(Complete Retail Food Vendor Information List) 6- will provide list once vendor chose
Event Coordinator Name: Salida Chamber of Commerce
Coordinator's Phone #: 719.539.2068
Coordinator's Mailing Address: 405 W. Hwy 50, Salida
Coordinator's Email Address: lori@salidachamber.org
Contact Person during event (if different from above): Terry Deveney
Contact phone # for day of the event: 719.293.3333

A. SERVICES PROVIDED ON-SITE TO RETAIL FOOD VENDORS (Check all that apply & provide detail if necessary):

Water Supply:

- There is access to a potable water taps on site.
- Vendors must bring their own water supplies.

Wastewater:

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

Electricity:

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

Trash / Refuse:

- Trash receptacles throughout the event for the public.
 - Dumpsters on site for vendor and public trash removal.
- How often is trash removed? _____

Toilet Facilities:

- Water carrying public restrooms. How many? _____
 - Portable toilets. How many? 54- all with hand sanitizing stations
- How often are the restrooms serviced? _____

Hand Washing Facilities:

- Hand sinks in permanently plumbed public restrooms. How many? _____
 - Portable hand washing stations. How many? 4
- How often are the stations serviced? _____

Other Services:

- Refrigerated truck.
- Commissary kitchen (Provide a list of available equipment in kitchen)
- Ice
- Other

TEMPORARY EVENT SITE MAP

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

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

FOR HEALTH DEPARTMENT USE

Fee Paid:

Check #:

EH Specialist Signature: _____

Approved:

Yes:

No:

Date: _____

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: November 5, 2018

Date: _____

1. Event location(s): Riverside Park, Salida, CO
2. Date(s) & times(s) of event: Saturday, July 13, 2019 1 p.m. to 5 p.m.
3. Individual or organization sponsor(s): Salida Chamber of Commerce
4. Address: 406 W. Hwy 50, Salida, CO 81201
Telephone: 719.539.2068 Email: lori@salidachamber.org
5. Contact person: Lori Roberts
Address: Same
Telephone: Same Email: Same
6. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
_23rd Annual Brewers Rendezvous

6. Estimated number of people: 2700 _____

7. Are street closures proposed in your event? YES _____ If yes, where and when? _____
Sackett St. From E St. To F St., 2 pm Friday, July 12th to 7 p.m. Saturday, July 13th. Request traffic cone placement in parking spots along F Street from Sackett to F Street bridge to facilitate vendor unloading from 6 am to 7 pm on Saturday, July 13, 2019

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. _____

Park: _____

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? Food Vendors
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.

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)? Public Control and Safety around money handlers, line control, watching for under age drinking or out of control drinking.

Date(s) and time(s) officers needed: We will be reaching out locally for security during Brewers Rendezvous from 10 am to 6 pm on July 13, 2019 at Riverside Park

✓ 17. Where do you plan for people to park for your event? Public Parking in and around Salida

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

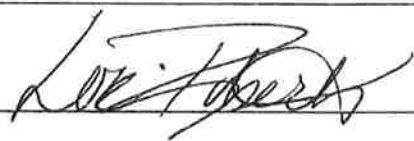
EMS, Salida Fire and Police Departments will all be involved in the planning and approval process.

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.**

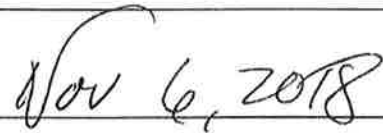
20. Please list any needs or requirements that have not been covered.
Place port-a-potties and ice truck the night of 7/12/19 on Sackett Street.

Signed:

Event Sponsor:



Date:



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: _____ \$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 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: _____ Make out one check
\$100 to the City of Salida

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: Salida Chamber of Commerce

Address: 406 W. Hwy 50, Salida, CO 81201

Telephone: 719.539.2068

Individual supervising sound (if different from Permittee): _____

Activity/event: 23rd Annual Brewers Rendezvous

Type of sound amplification equipment authorized (if any): Amplified Music

Location: Riverside Park _____

Date(s): Saturday, July 13, 2019 _____

Hours of operation: 1 pm to 5 pm _____

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

Expiration: _____

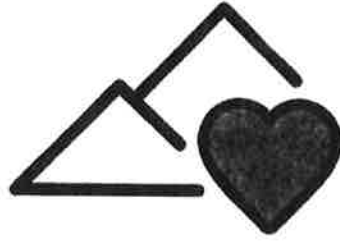
The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation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

406 W. Hwy. 50 • Salida, CO 81201 • (719) 539-2068 • Fax (719) 539-7844
www.salidachamber.org • email: info@salidachamber.org

November, 6th 2018

To: Mayor PT Wood and The Salida City Council
448 E. First St.
Salida, CO 81201

Attn: Lynda Travis
Deputy City Clerk
City of Salida

Re: 8th Annual Salida WineFest
August 31, 2019
1:00 p.m.-5:00 p.m.

Mayor PT Wood and The Salida City Council,

The Salida Chamber of Commerce requests the use of Riverside Park for the 8th Annual Winefest, slated for Saturday, August 31 from 1p.m. to 5:00 p.m. We are requesting the private use of Riverside Park and the closure of Sackett Street from F to E Streets as well as the closure of the park and street beginning at 8:00 a.m. and ending at 6:00 p.m.

Set up, at Riverside Park, will begin at 8:00 a.m. and the event will begin at 1:00 p.m. We are requesting permission to host wine vendors, food vendors and live music. We will encircle the park and parking spaces along Sackett St. (food vendors and port-a-potties) with fencing to confine all food and alcohol consumption to the park area only. We will have all elements of the event cleared from the area by 6:00 p.m., and all areas will be cleaned of any debris.

Street Closures & Coned Off Parking Spaces

August 30th: Cone off Parking Spaces along Sackett from E to F Streets beginning at 5:00 p.m., as they are vacated, in order to allow for placement of food vendors and port-a-potties at 6:00 p.m.

August 31st: Close Sackett St. From E St. to F St. from 8:00 a.m. through the end of the event clean-up.

August 31: Cone off Parking Spaces along park-side of F St. from Sackett to the F St. Bridge from 8:00 a.m. through 12:00 p.m. for vendor unloading.

August 31: We will be using the park, except for the playground, & Scout Hut area, for vendors and live music from 1:00 p.m. to 5:00 p.m. We may be using the amphitheater for music. There will not be music past 5:00 p.m. We will also be using the power box for food vendors as needed.

Re: 8th Annual Salida WineFest

Page -2-

We will have 18 port-a-potties (2 ADA units), all with hand sanitizing stations, along Sackett St. in the paved parking spaces, plus 2 hand-washing stations in the park for attendees' use.

We will have 20-64 gallon large totes for recycle/trash.

Emergency services will be notified of the event. We will provide security in the park to ensure an orderly event.

If you need anything else from the Chamber, or have any questions regarding this event, please don't hesitate to ask. Please phone us at 539-2068.

Thank you for your time and consideration.

Sincerely,



Lori Roberts
Executive Director
Salida Chamber of Commerce
lori@salidachamber.org
www.salidachamber.org
719.539.2068 o
719.221.3366 c

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 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: 2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day 2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	DO NOT WRITE IN THIS SPACE Liquor Permit Number
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1. Name of Applicant Organization or Political Candidate Heart of the Rockies Chamber of Commerce	State Sales Tax Number (Required) 84-0312015
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 406 W. Hwy 50 Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Riverside Park Sackett and F Street Salida, CO 81201
--	--

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
------	---------------	---	--------------

4. Pres./Sec'y of Org. or Political Candidate Michael Varnum, Board President	Date of Birth 11/24/59	Home Address (Street, City, State, ZIP) 422 W. 2nd St., Salida, CO 81201	Phone Number 719.221.9476
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5. Event Manager Lori Roberts, Executive Director	Date of Birth 10/19/62	Home Address (Street, City, State, ZIP) 438 W. 1st St., Salida, CO 81201	Phone Number 719.221.3366
---	----------------------------------	--	-------------------------------------

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>1</u>	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	--

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
August 31, 2019		8:00 a.m.	6:00 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 	Title Executive Director	Date 11/5/18
---------------	------------------------------------	------------------------

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 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

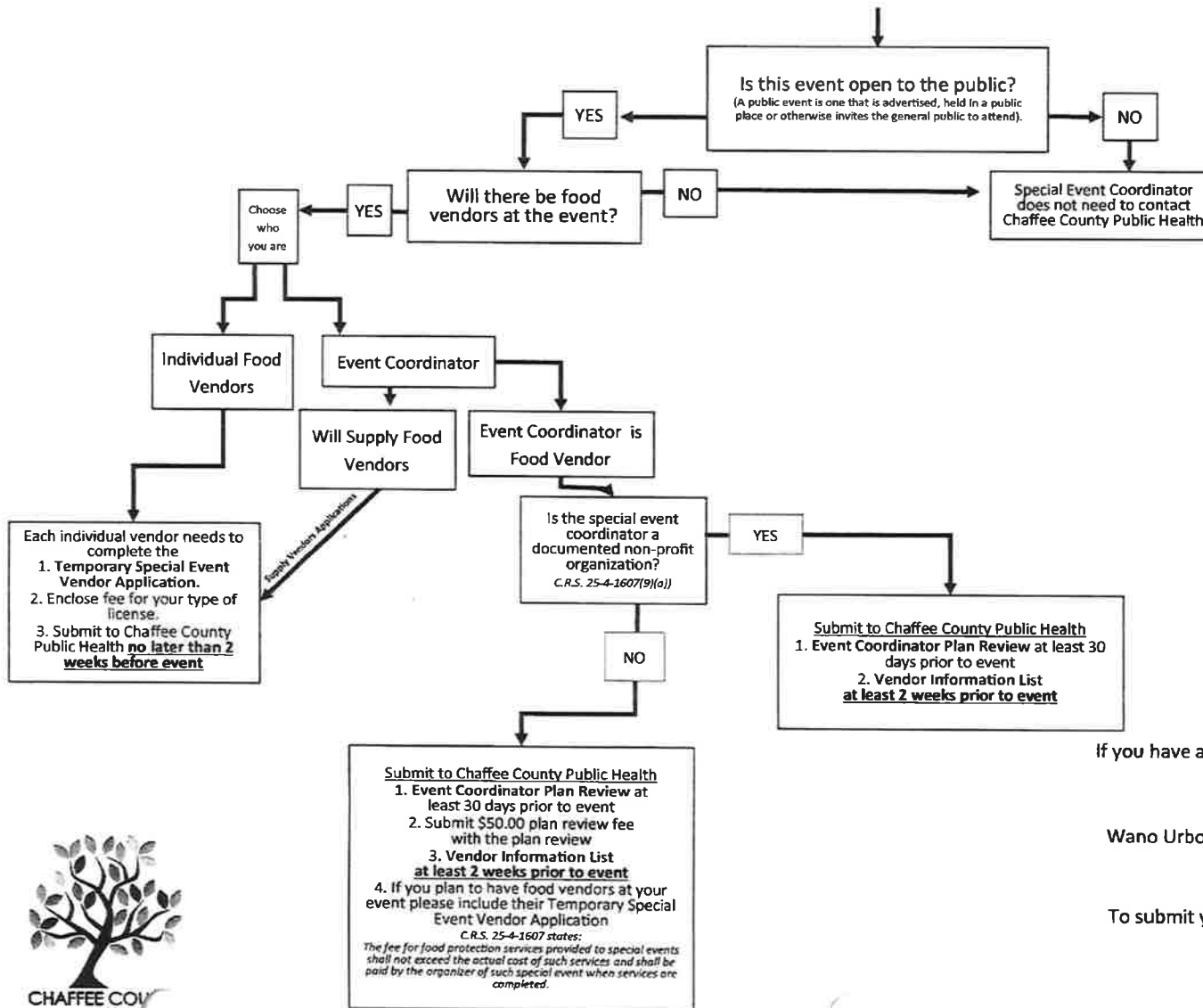
Signature 	Title CITY ADMINISTRATOR	Date 03/11/2019
---------------	------------------------------------	---------------------------

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

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

GOT FOOD?

What do I need to do as a Event Coordinator/Special Event Food Vendor?



If you have any additional questions please contact:

Wano Urbonas, Environmental Health Manager, at

719-207-1498.

To submit your applications, please send to Chaffee

County Public Health

Attn: Sarah Adams

448 E. 1st ST. STE, 137

Salida, CO 81201





CHAFFEE COUNTY
 Department Of
ENVIRONMENTAL HEALTH
 P.O. Box 699
 Salida, Colorado 81201
 719-207-1498



EVENT (WITH RETAIL FOOD VENDORS) COORDINATOR FORM

COORDINATORS OF COMMUNITY EVENTS IN CHAFFEE COUNTY WITH RETAIL FOOD VENDORS MUST COMPLETE THIS FORM AND SUBMIT TO CHAFFEE COUNTY ENVIRONMENTAL HEALTH AT LEAST **ONE MONTH** BEFORE THE COMMUNITY EVENT (**\$50 FEE** PAYABLE TO THE CHAFFEE COUNTY PUBLIC HEALTH). NOTE: NO FEE REQUIRED FOR NON-PROFIT OR CHARITABLE ORGANIZATIONS (PROVIDE 501C-3 DOCUMENTATION).

EVENT INFORMATION

Event Name: 8th Annual Salida Winefest
Event Date(s): August 31, 2019
Location: Riverside Park, Salida, CO
Hours (Days and Times): 1 pm to 5 pm
Expected peak day(s) if event is longer than 1 day:
Anticipated number of retail food vendors:
(Complete Retail Food Vendor Information List) 6- will provide list once vendor chose
Event Coordinator Name: Salida Chamber of Commerce
Coordinator's Phone #: 719.539.2068
Coordinator's Mailing Address: 405 W. Hwy 50, Salida
Coordinator's Email Address: lori@salidachamber.org
Contact Person during event (if different from above) Terry Deveney
Contact phone # for day of the event: 719.293.3333

A. SERVICES PROVIDED ON-SITE TO RETAIL FOOD VENDORS (Check all that apply & provide detail if necessary):

Water Supply:

- There is access to a potable water taps on site.
- Vendors must bring their own water supplies.

Wastewater:

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

Electricity:

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

Trash / Refuse:

- Trash receptacles throughout the event for the public.
 - Dumpsters on site for vendor and public trash removal.
- How often is trash removed? _____

Toilet Facilities:

- Water carrying public restrooms. How many? _____
 - Portable toilets. How many? 18
- How often are the restrooms serviced? _____

Hand Washing Facilities:

- Hand sinks in permanently plumbed public restrooms. How many? _____
 - Portable hand washing stations. How many? 2
- How often are the stations serviced? _____

Other Services:

- Refrigerated truck.
- Commissary kitchen (Provide a list of available equipment in kitchen)
- Ice
- Other _____

TEMPORARY EVENT SITE MAP

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

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

FOR HEALTH DEPARTMENT USE

Fee Paid:

Check #:

EH Specialist Signature: _____

Approved:

Yes:

No:

Date: _____

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: November 5, 2018

Date:

Park:

1. Event location(s): Riverside Park, Salida, CO
2. Date(s) & times(s) of event: Saturday, August 31, 2019 1 p.m. to 5 p.m.
3. Individual or organization sponsor(s): Salida Chamber of Commerce
4. Address: 406 W. Hwy 50, Salida, CO 81201
Telephone: 719.539.2068 Email: lori@salidachamber.org
5. Contact person: Lori Roberts
Address: Same
Telephone: Same Email: Same
6. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
8thAnnualSalidaWineFest

6. Estimated number of people: 1000 _____
7. Are street closures proposed in your event? YES _____ If yes, where and when? _____
Sackett St. From E St. To F St., 8 a.m. to 1 p.m. Request traffic cone placement in parking Spots along F Street from Sackett to F Street bridge to facilitate vendor unloading.
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? Food Vendors
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.

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)? Public Control and Safety around money handlers _____

Date(s) and time(s) officers needed: Saturday, August 31, 2019 1 pm to 5 pm _____

17. Where do you plan for people to park for your event? Public Parking in and around Salida _____

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

EMS, Salida Fire and Police Departments will all be involved in the planning and approval process.

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.**

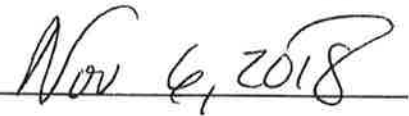
20. Please list any needs or requirements that have not been covered. _____

Signed:

Event Sponsor:



Date:



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: _____ \$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 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: _____ Make out one check
\$100 to the City of Salida

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: Salida Chamber of Commerce

Address: 406 W. Hwy 50, Salida, CO 81201

Telephone: 719.539.2068

Individual supervising sound (if different from Permittee): _____

Activity/event: 8th Annual Salida WineFest

Type of sound amplification equipment authorized (if any): Amplified Music

Location: Riverside Park _____

Date(s): Saturday, August 31, 2019 _____

Hours of operation: 1 pm to 5 pm _____

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: _____

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 February 4, 2019

Date: Commencing 5.30.19

- 1. Event location(s): Thursdays @ 6
- 2. Date(s) & times(s) of event: 5/30/19; 6/6/19; 6/20/19; 6/27/19; 7/5/19; 7/11/19; 7/18/19; 7/25/19; 8/1/19
- 3. Individual or organization sponsor(s): Steamplant
 Address: 220 W. Sackett
 Telephone: 580-0933 Email: info@salidasteamplant.com
- 4. Contact person: Terry Devaney
 Address: _____
 Telephone: 580-0933 Email: terry@salidasteamplant.com
- 5. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
Concerts in the park
- 6. Estimated number of people: 100 - 200
- 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.**

Park: Riverside

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? Sound System
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.

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? Public Parking

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

Rely on local law and fire departments

19. Will you need event insurance? Yes _____ No X 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: _____

[Signature]

Date: _____

2/4/2019

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: _____ \$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 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: _____ Make out one check \$100 to the City of Salida

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., Steamplant Event Center (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: Steamplant Event Center

Address: 220 W. Sackett
Salida, CO 81201

Telephone: 719.536.0933

Individual supervising sound (if different from Permittee): _____

Activity/event: Concerts in the Park

Type of sound amplification equipment authorized (if any): _____

Location: Riverside Park

Date(s): May 30, June 6, 20, 27, July 5, 11, 18, 25, Aug 1, 2019

Hours of operation: 6 pm - 8 pm

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: _____

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"/> Malt, Vinous And Spirituous Liquor	Liquor Permit Number
	\$25.00 Per Day	
2170	<input type="checkbox"/> Fermented Malt Beverage	
	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Salida SteamPlant Event Center	State Sales Tax Number (Required) 01276759-0000
---	---

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 220 W. Sackett Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Riverside Park 200 E. Sackett Salida, CO 81201
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate Michael Varnum	11/24/19	422 W. 2nd Street., Salida, CO 81201	719.530.0933
5. Event Manager Terry Deveney	09/02/19	1322 G Street., Salida, CO 81201	719.530.0933

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 beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

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

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

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
05/30/19	6 p.m.	8 p.m.	06/06/19	6 p.m.	8 p.m.	06/20/19	6 p.m.	8 p.m.	06/27/19	6 p.m.	8 p.m.	07/05/19	6 p.m.	8 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 	Title Director	Date 02/04/19
---------------	--------------------------	-------------------------

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 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) City of Salida	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk 719.539.4555
Signature 	Title City Administrator	Date 2.19.19

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

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

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:

2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170 Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: **Salida SteamPlant Event Center** State Sales Tax Number (Required): **01276759-0000**

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
**220 W. Sackett
 Salida, CO 81201**

3. Address of Place to Have Special Event (include street, city/town and ZIP)
**Riverside Park
 200 E. Sackett
 Salida, CO 81201**

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate Michael Varnum	11/24/19	422 W. 2nd Street., Salida, CO 81201	719.530.0933
5. Event Manager Terry Deveney	09/02/19	1322 G Street., Salida, CO 81201	719.530.0933

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 NO YES HOW MANY DAYS? _____

7. Is premises now licensed under state liquor or beer code?
 NO YES TO WHOM? _____

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

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

Date	Date	Date	Date	Date
07/11/19	07/18/19	07/25/19	08/01/19	
Hours From 6 p.m. To 8 p.m.	Hours From 6 p.m. To 8 p.m.	Hours From 6 p.m. To 8 p.m.	Hours From 6 p.m. To 8 p.m.	Hours From .m. To .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	Title Director	Date 02/04/19
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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 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) City of Salida	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk 719.530.2430
Signature	Title City Administrator	Date 2-19-19

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

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

2.8.19

**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 2-8-19

Date: 2.8.2019

1. Event location(s): Riverside Park
 2. Date(s) & times(s) of event: May 25th 6 to 10pm, May 26th noon to 10pm
 3. Individual or organization sponsor(s): Salida Rotary Club
Address: PO Box 155, Salida Co 81201
Telephone: 847-715-6020 Email: thomas.mansheim@gmail.com
 4. Contact person: Scarlett Massine
Address: PO Box 155 Salida CO 81201
Telephone: 720-938-7778 Email: scarlettammons@msn.com
 5. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
Annual Bluegrass on the Arkansas
 6. Estimated number of people: 1,000 over day and one half
 7. Are street closures proposed in your event? No If yes, where and when?
will need to block off parking along back side of Sackett Ave
- 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.

Park: Riverside Park

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? _____
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.

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)? In prior years police have monitored event and help ~~to~~ remove parked cars on Skatave

Date(s) and time(s) officers ^{May} needed: 5-25 thru 5-26

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

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

will call 911, volunteers will have cell phones

19. Will you need event insurance? Yes X 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. will need Public works to deliver white event fencing

Signed:

Event Sponsor: _____ Date: _____

paid 2/8/19 TAC

APPLICATION B Fees:

Park Fee: 400 \$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: 20 \$10 #1886

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. #1887

Liquor Permit: 100 Make out one check \$100 to the City of Salida #1888

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.

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 type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input checked="" 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"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate SALIDA ROTARY CHARITABLE FUND	State Sales Tax Number (Required)
--	-----------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO BOX 155 SALIDA, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) RIVERSIDE PARK SACKETT AVE SALIDA, CO 81201
--	--

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate Dan Shore		448 E 1st St, Salida CO 81201	719-221-6384
5. Event Manager Tom Mansheim	09/22/19	53 Trailside Cir., Salida CO 81201	847-715-6020

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 beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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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 05/25/21	Date 05/26/20	Date	Date
Hours From 6 p.m.	Hours From 12 p.m.	Hours From .m.	Hours From .m.
To 10 p.m.	To 10 p.m.	To .m.	To .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	Title Treasurer	Date 2-8-19
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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 44, Article 5, C.R.S., as amended.

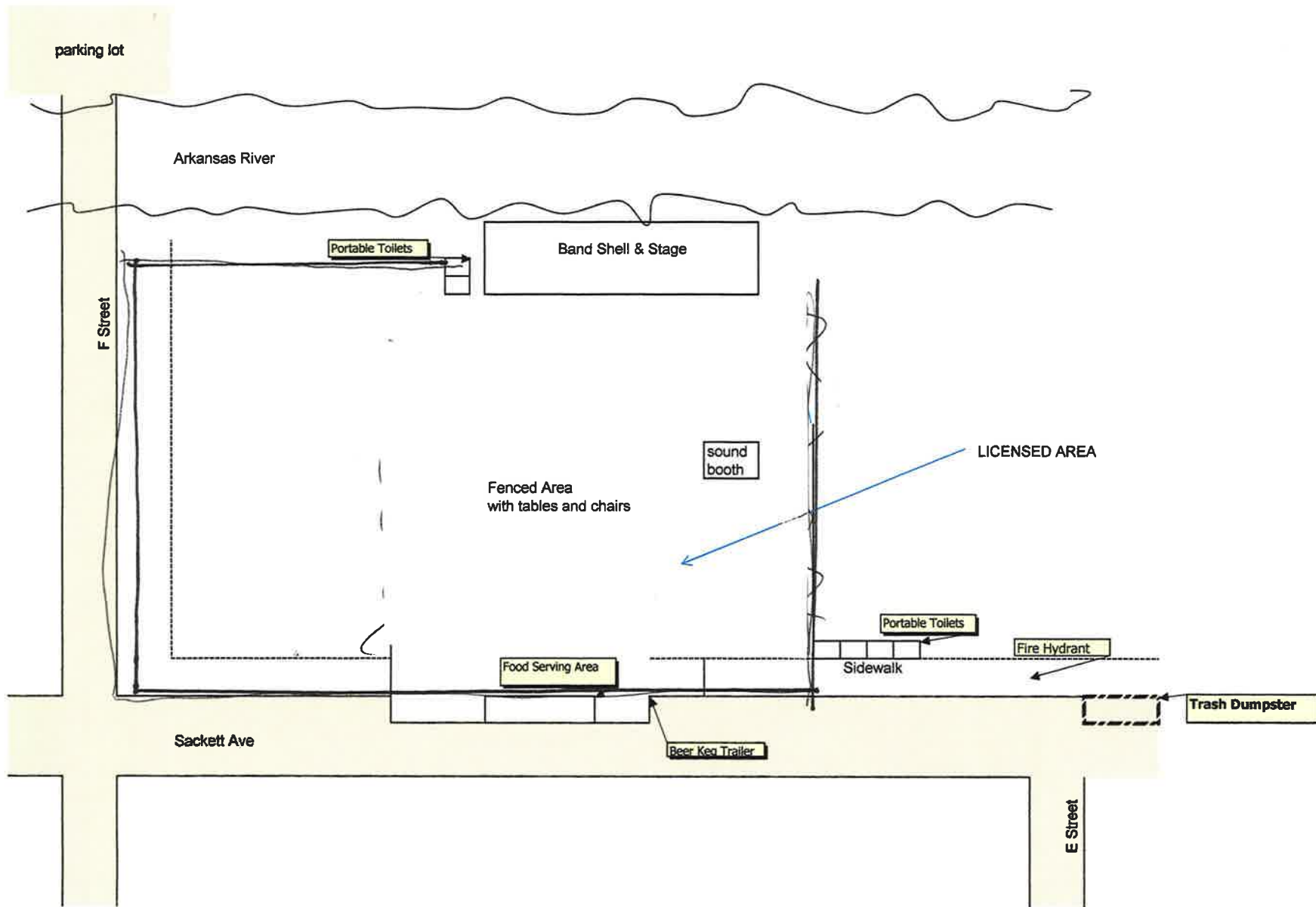
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) City of Salida	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk 719.530.2630
Signature	Title CITY ADMINISTRATOR	Date 03/11/2019

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

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

Riverside Park, Salida, CO



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,

Salida Rotary Charitable Fund, Inc.

is a

Nonprofit Corporation

formed or registered on 03/16/2008 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 20081144588 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/06/2019 that have been posted, and by documents delivered to this office electronically through 02/08/2019 @ 09:00:18 .

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 02/08/2019 @ 09:00:18 in accordance with applicable law. This certificate is assigned Confirmation Number 11379918 .



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."



Permit #: _____

**CITY OF SALIDA
AMPLIFIED SOUND PERMIT**

Pursuant to Article IX Section 10-9-80 S.M.C., Salida Rotary Charitable Fund (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: Salida Rotary Charitable Fund, Inc.

Address: PO Box 155
Salida CO 81201

Telephone: 847-715-6020

Individual supervising sound (if different from Permittee): _____

Activity/event: Bluegrass on the Arkansas

Type of sound amplification equipment authorized (if any): microphones for
singers & MC

Location: Riverside Park

Date(s): May 25th & 26th

Hours of operation: 5-25-19 6pm to 10pm, 5-26 noon to 10pm

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

Expiration: 5-26-19 10pm

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: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019

AGENDA ITEM NO. 2.g.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action Award 2019 Asphalt Maintenance Crack Sealing Project, Project No 2019-008

Consent Agenda

BACKGROUND:

The City of Salida roadways consist of asphalt paving. Asphalt maintenance is necessary to reduce life cycle costs and maintain a higher level of service. Asphalt maintenance generally consists of crack sealing, chip sealing, slurry seals, and other types of point repairs.

Crack sealing of entire roadway sections are identified on the attached exhibit. Other spot repairs and chip sealing work are proposed at a later date.

The project was advertised and bids were received on February 28, 2019 as follows.

A-1 Chipseal	\$ 87,654.00
SealCo Incorporated	\$ 84,000.00
Pavement Maintenance Services	\$ 60,000.00
Armor ProSeal	\$ 39,850.00

Armor ProSeal LLC, based in Montrose, has not performed work within the City of Salida. They provided qualification information which included other municipal references. References provided a positive response for their work performance.

FISCAL NOTE:

The 2019 budget for Asphalt Maintenance is \$350,000 (31-30-6012-3)
A second maintenance project for seal coats will be bid at a later date.

STAFF RECOMMENDATION:

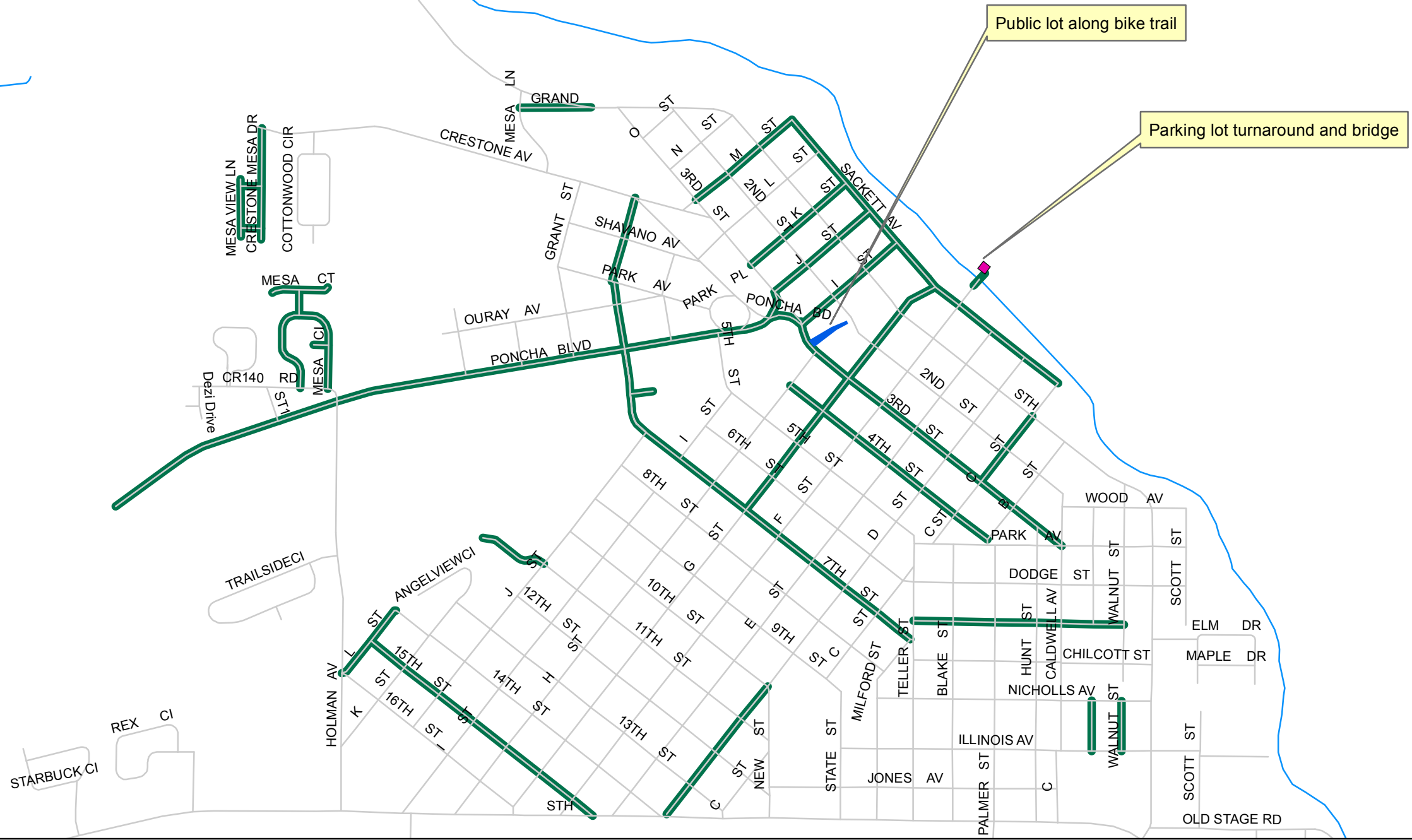
Staff is recommending award of the construction contract for the 2019 Asphalt Maintenance Crack Sealing Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Armor ProSeal, LLC in the amount of **\$39,850.00**.

SUGGESTED MOTIONS:

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

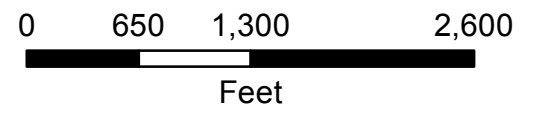
Followed by a second and then a voice vote.

- Local_Roads
- FStreet_Across_River_Turnaround
- Safeway_Public_Parking
- Crack_Seal_2019



2019 Crack Sealing

Date: 2/13/2019





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019

AGENDA ITEM NO. 2.h.	ORIGINATING DEPARTMENT: Fire Department	PRESENTED BY: Doug Bess
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ITEM:

Council Action To Approve a Purchase of new cordless vehicle extrication tools.

BACKGROUND:

The City of Salida Fire Department recently sold an 18 year old Rescue Truck that we no longer utilized and was taking up valuable space. Included in the sale of the truck was a complete set of extrication tools that ran off of a pump and required hoses. The proceeds from the sale of the truck totaled \$30,000.

The Fire Department would like to purchase new cordless extrication tools to replace the set that went with the Rescue Truck.

The fire department requested bids from LN Curtis & Sons and Craig Fire and Safety for the purchase of cordless extrication tools.

The following table identifies bid results from both vendors.

Proposed Tools: (1) Cutter, (1) Spreader, and (1) Ram

Bidder	Amount
LN Curtis & Sons	\$28,340
Craig Fire & Safety	\$34,285

FISCAL NOTE:

A budget allocation of \$5,000 total is included in the 2019 budget (10-22-6055-3) for extrication tools. This amount was meant to be an annual allocation to purchase the tools in the future and was requested in the Fire Department CIP annually since 2016.

STAFF RECOMMENDATION:

Staff is recommending to purchase the tools from LN Curtis for **\$28,340** using the \$5,000 that was budgeted and the remaining \$23,340 from the proceeds of the sale of the Rescue Truck.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda.” Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019

AGENDA ITEM NO. 2.i.	ORIGINATING DEPARTMENT: Fire Department	PRESENTED BY: Doug Bess
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ITEM:

Council Action To Approve a Purchase of a new fleet vehicle between the City of Salida and Town and Country for Fire Department.

BACKGROUND:

The City of Salida Fire Department needs to purchase a vehicle for the newly hired fire inspector to conduct their daily business.

The City utilized specifications developed through the State of Colorado bidding process. The State bid process provides competitive pricing and defined specifications for fleet vehicles. No options were added to the vehicle.

Town and Country of Salida as well as Salida Auto Sales were provided with a request to quote. A quote was received from Town and County. The following table identifies bid results compared to state bid. Given the 5% local preference it is recommend that the purchase is awarded to Town and Country of Salida.

Proposed Vehicle: 1/2 ton Crew Cab 4x4 Ram 1500

Bidder	Amount
Town and Country	\$24,331
STATE BID	\$22,964

FISCAL NOTE:

A budget allocation of \$23,000 total is included in the 2019 budget (10-22-6035-3). During the budget preparation for 2019, we used 2018 specs for the price as the 2019 specs were not available at that time. The overage of \$1,331 will be covered by recent sale of one of the fire apparatus that we no longer utilized.

STAFF RECOMMENDATION:

Staff is recommending award vehicle purchase from Town and County of Salida in the amount of **\$24,331.00.**

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda.” Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019:

AGENDA ITEM NO. 2.j.	ORIGINATING DEPARTMENT: Recreation & Aquatic Center	PRESENTED BY: Theresa Casey
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ITEM:

Request to purchase a 2014 GMC Bluebird Mini Bus for the Recreation Department.

BACKGROUND:

The Recreation Department has \$35,000 in the 2019 Operating Budget for a 15 passenger van. After discussion with the school district transportation department, staff felt a small school bus would better fit the needs of the department. A 2014 GMC Bluebird bus with 73,000 miles has been located and evaluated by Public Works staff. This bus is a 15 passenger bus and does not require a CDL to drive.

FISCAL NOTE:

The City Purchasing Policy states "A formal or informal bid process is generally recommended for all purchases estimated to cost in excess of \$20,000 with the following exceptions: a) sole source items, b) compatible parts, c) used or pre-owned items, d) emergencies."

Because the vehicle is in the 2019 budget and is a used vehicle, Council can approve this purchase without going through a formal bid process.

The cost of the bus is \$32,000.

SUGGESTED MOTIONS:

A Council person should make a motion to approve purchasing a 2014 GMC Bluebird bus, followed by a second.

OR

A Council person should make a motion to combine and approve the Consent Agenda, followed by a second.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019:

AGENDA ITEM NO. 2.k.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Lease Agreement – 123 East 3rd Street (KHEN)

BACKGROUND:

The KHEN board of directors has requested a change to the lease agreement for their current location at 123 East 3rd Street. Currently, KHEN leases the building on a year-to-year basis, which restricts their ability to invest in capital improvements with much certainty. The proposed revised lease would provide a 10-year horizon to allow KHEN to operate with locational certainty into the future. A redlined version of the proposed lease agreement is attached.

FISCAL NOTE:

The City receives \$200 per month/\$2400 per year in lease revenues via this lease.

STAFF RECOMMENDATION:

Staff recommends approval of the revised lease agreement, which has been reviewed and approved as to form by the City Attorney.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the items on the consent agenda, followed by a second and a voice vote.

COMMERCIAL PROPERTY LEASE

This LEASE is made and entered into on the ____ day of _____, by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation whose address is 448 East 1st Street, Suite 112, Salida, CO 81201 (the "Lessor"), and TENDERFOOT TRANSMITTING, INC., a Colorado non-profit corporation, d/b/a/ KHEN, whose address is 123 E. 3rd Street, P.O. Box 596, Salida, CO 81201 ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns the building and surrounding real property known as 123 E. 3rd Street, Salida, Colorado (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises from Lessor; and

WHEREAS, the parties desire to set forth the terms and conditions of the Lease of the Premises.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference.
2. Term of Lease. The term of the Lease shall be effective from March ~~15~~¹⁹, 201~~9~~³, to February 28, 202~~9~~³ (the "Term"), or on such earlier date as this Lease may terminate as provided below.

~~After the first twenty four (24) months of the Lease term, either party may terminate this Lease for any reason upon 180 days written notice to the non-terminating party provided that if the City terminates after twenty four (24) months and before sixty (60) months, the 180 day notice period shall be rent free for the Lessee. Lessee shall have the option to renew this lease for an additional ten (10) year term pursuant to mutually agreed upon terms. Lessee shall provide notice of its intent to renew 180 days prior to the end of the Term as defined in Section 2.~~

3. Rent. Lessee shall pay to Lessor two hundred dollars (\$200.00) and any additional rent as provided below on the first of each month. ~~Lessee shall pay the first twenty four (24) months upon execution of the Lease.~~
4. Use and Occupancy. Lessee shall use and occupy the Premises for the operation of a community oriented FM broadcast known as KHEN 106.9.
5. Place for Payment of Rent. Lessee shall pay rent, and any additional rent as provided below, to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.
6. Care and Repair of Premises. Lessee shall commit no act of waste and shall maintain in good condition at its own cost and expense the Premises and all fixtures and appurtenances. Lessee

shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessee shall make all necessary repairs, modifications, and replacements to the interior of the Premises and all interior fixtures and appurtenances within a reasonable time and shall at all times maintain the Premises in good working order with the exception of the furnace which replacement shall be Lessor's responsibility.

Lessee shall maintain and keep in good condition and repair the interior of the improvements situate on the Premises against ordinary wear and tear. Lessee shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow. Lessor shall make reasonable exterior and structural repairs to the Premises, including but not limited to roof and foundation, in a reasonable amount of time following notice from Lessee of the need for such repairs.

All improvements made by Lessee which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation.

No later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor. Lessee shall also repair all injury done by or in connection with the installation or removal of the property and improvements, and surrender the Premises in as good condition as it was at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the Term shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

7. Alterations, Additions or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises. Said written consent shall not be unreasonable withheld; and, in the absence of a response from Lessor within thirty (30) days of Lessee's request, the same shall be deemed approved. Lessor has the right to make improvements to the Property so long as those improvements do not conflict with the operation of the radio station. Attached as Exhibit A is a list of approved improvements and alterations to be made by Lessee.
8. Prohibition Against Activities Increasing Fire Insurance Rates. Lessee shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance for the Premises.
9. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

10. Abandonment. Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.
11. Assignment and Sublease. Lessee shall not assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the Premises or any part of such Premises, except as provided for in this Section. Lessee may assign this Lease to any entity wholly owned and controlled by Lessee upon notice to Lessor of such assignment. Lessee may sublease and rent a portion or portions of the Premises to a third party so long as Lessee's insurance fully covers the intended use of the Premises, the sublease expressly states that it is subordinate and subject to this Lease, specifically the termination clauses, and Lessor approves the sublease and tenant, which approval shall not be unreasonably withheld. The sublease must contain a prohibition of any items placed in the windows other than traditional non-symbolic window coverings. This covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest under this Lease passes by operation of law.
12. Utilities. Lessee shall be responsible for and pay the cost of the following utilities provided to the Premises: electric, phone service and trash removal, natural gas, water and sewer.
13. Insurance. Lessee shall hold Lessor harmless from, and indemnify and defend Lessor against any damages, liability or claims arising out of or incident to the use of the Premises by Lessee, its customers, invitees, licensees, sublessees, subcontractors or employee. Lessee shall defend any litigation at its own cost and expense which may be brought against Lessor or Lessee, arising out of the Lessee's use of the Premises. The parties acknowledge that the City maintains at its expense a Property and Crime Coverage Policy on the Premises with the Colorado Intergovernmental Risk Sharing Agency ("CIRSA").

In furtherance hereof, Lessee shall provide the following additional insurance coverage:

- a) Liability Coverage. Lessee shall also provide public liability insurance in connection with the utilization of the Premises and the operation of Lessee's business conducted on the Premises with appropriate endorsements with single limit liability coverage of at least One Million Dollars (\$1,000,000) and shall name Lessor as an additional "named insured" thereunder. Such liability insurance coverage may be increased from time to time in order to keep pace with inflation and increases in the cost of living. In the event a disagreement should arise between Lessor and Lessee as to what increases are appropriate or required, it is agreed that at a minimum Lessor shall have the right to require at two (2) year intervals that such coverage be increased in an amount proportionate to the increase of any, in the most current Consumer Price Index for All Urban Consumers - U.S. City Average (all items), published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI-U").
- b) Reciprocal Waiver of Subrogation. Each party waives subrogation against the other with respect to any loss or claim covered by insurance arising under or in connection with this Lease or otherwise related to the Premises or the use thereof.

- c) **Certificates of Insurance.** Lessee shall provide Lessor with a certificate of all such insurance coverage described above, at or prior to taking possession of the Premises. No such policy or policies may be cancelled without thirty (30) days prior written notice to Lessor and any mortgagee, and said certificate shall so provide.
14. **Net Lease.** This Lease is intended, and shall be deemed and construed be a "Net Lease". Lessor shall receive all rents free of any charges, assessments, impositions, expenses, deductions and offsets of any kind or nature whatsoever with respect to the Premises, save and except income, gift, inheritance, estate and similar taxes chargeable to Lessor and attributable to the Premises or the income derived by Lessor therefrom. Except as otherwise provided herein, Lessee shall pay all costs, expenses and charges for insurance, utilities, repairs, maintenance, excises, levies, licenses, permit fees and other governmental charges attributable to the periods during which this Lease is in effect or attributable to any transfer or conveyance of any interest or estate of Lessee.
15. **Condition of Premises.** All permit fees and costs of compliance with City Codes for Lessee's occupancy of the Premises and the costs of all leasehold improvements installed by Lessee and any remodeling, additions or improvements made by Lessee, shall be the sole cost and expense of Lessee. Plans for any improvements, additions or remodeling planned by Lessee, other than as permitted herein, shall be first presented to Lessor for review and approval, which approval shall not be unreasonably withheld; and, in the absence of a response from Lessor within ten (10) days from the date such plans are submitted, the same shall be deemed approved. Any such additions, improvements and remodeling shall be done in a good and workmanlike manner and in compliance with all local ordinances, codes and regulations. Lessee shall provide Lessor with a copy of all "as-built" drawings and plans for any improvements and remodeling work done. All additions, improvements and fixtures installed or constructed by Lessee shall become a part of the leased Premises and, upon the expiration or termination of this Lease for any reason, the same shall become and remain the property of Lessor. Lessee shall keep and maintain the Premises, including any improvements, additions or fixtures installed by Lessee, in a good and proper condition and state of repair and, upon the expiration or termination of this Lease, Lessee shall return the Premises, including Lessee improvements, to Lessor in a clean and orderly condition, ordinary wear excepted.
16. **No Liens.** Lessee shall keep the Premises free and clear of any and all liens for labor performed and materials provided to the Premises or otherwise attributable to Lessee's operations conducted on the Premises. To this end, Lessee shall pay, on or before the time same come due, all charges for services and utilities provided to the Premises and all personal property taxes, withholding taxes, sales taxes, tourism taxes, unemployment taxes and all other taxes, charges and assessments of the City of Salida, Chaffee County, the Colorado Department of Revenue and other taxing authorities, to the extent that such fees are applicable to Lessee given its non-profit status. Lessee shall indemnify, defend and hold Lessor and the Premises harmless from Mechanic's Liens and claims arising out of Lessee's activities, and all losses arising from nonpayment of such claims, including attorney's fees incurred by Lessor in connection therewith. At Lessor's option. Lessee may be required to bond over any lien which Lessee is at

any time in good faith contesting, if such lien is then interfering with a financing, sale or refinancing of Premises.

17. Damages to Premises. If the Premises is damaged by fire or any other cause to such an extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed fifty percent (50%) of the replacement value of the Premises (exclusive of foundations) just prior to the occurrence of the damage, then Lessor may, no later than the 5th day following the damage, give Lessee a notice of election to terminate this lease, or if the cost of restoration will equal or exceed fifty percent of such replacement value and if the Premises shall not be reasonably useable for the purposes for which they are leased under this agreement, then Lessee may, no later than the 5th day following the damage, give Lessor a notice of election to terminate this lease.

In event of either such election this Lease shall be deemed to terminate on the 2nd day after the giving of such notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond this date shall be repaid to tenant.

In any case in which use of the Premises by KHEN is interrupted by damage, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this section shall include repairs. If the damage results from the fault of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

If the cost of restoration as estimated by Lessor shall amount to less than fifty percent of the replacement value of the Premises, or if, despite the cost, Lessor does not elect to terminate this lease, Lessor shall restore the Premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments between Lessor and any insurance carrier, and Lessee shall have no right to terminate this Lease except as provided in this Lease. Lessor need not restore fixtures and improvements owned by tenant.

18. Lessor's Remedies on Default. Lessor's rights under this section are in addition to any remedy allowed by law. If Lessee shall fail to pay the annual rent or other monetary obligation hereunder within ten (10) days after written notice of such default or, if default shall be made in any of the other covenants or agreements herein contained to be kept and performed by Lessee, and such default shall continue for a period of thirty (30) days after written notice, or such longer period as shall be reasonably required to correct such non-monetary default, it shall thereafter be lawful, and Lessor shall have the absolute right, to declare the term of this Lease ended; and, without releasing Lessee from any of Lessee's obligations hereunder. Lessor shall have the right to re-enter said Premises and repossess said leased Premises, either with or without process of law, in which event. Lessee covenants and agrees to surrender and deliver up said Premises peaceably to Lessor immediately upon such termination, but Lessee shall nevertheless remain liable for the balance of the rent and other sums herein agreed to be paid

by Lessee, for the otherwise unexpired term of this Lease; or, at Lessor's option. Lessor may permit Lessee to remain in possession under this Lease and Lessor may bring an action or successive actions for damages suffered by Lessor because of the breach of any covenant or condition, without prejudice to the rights of Lessor to proceed as provided above, or as otherwise permitted by law, with respect to any subsequent or future breach of any covenant or condition contained in this Lease. In the event of a default by Lessee, Lessor shall use reasonable efforts to mitigate its damages to the extent required by law.

19. Deficiency. In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, or otherwise changed or prepared for reletting, and may relet the Premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, or otherwise changing or preparing the Premises for reletting, and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as provided in this lease. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums agreed to be paid by Lessee, less the net proceeds of the reletting, if any, and the damages shall be payable by Lessee on the several rent days specified above. In reletting the Premises, Lessor may grant rent concessions, and Lessee shall not be credited with such concessions. No such reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Lessor elects, pursuant to this agreement, actually to occupy and use the Premises or any part of the Premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as defined in this lease, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed, in any event, the rent reserved in this lease, and such occupancy shall not be construed as a relief of Lessee's liability under this agreement.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or hereafter in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

20. Lessor's Right to Cure. If Lessee breaches any covenant or condition of this Lease, or fails to make any payments required hereunder for insurance, utilities, or otherwise, Lessor may, at its option, upon five (5) days advance written notice to Lessee, cure such breach, at the expense of Lessee, and the reasonable amount of all expenses, including attorneys' fees incurred by Lessor in doing so, together with interest at the rate of eighteen percent (18%) per annum from the date of advancement shall be deemed additional rent, payable on demand.
21. Bankruptcy. If Lessee is declared insolvent or bankrupt, or if an assignment of Lessee's property is made for the benefit of its creditors, or if Lessee's leasehold interest hereunder is levied upon

under execution or taken by virtue of any writ of any court of law, or if a trustee in bankruptcy or a receiver is appointed for Lessee or over Lessee's property, and such action, proceedings or appointment is not reversed, dismissed or otherwise rendered inapplicable within thirty (30) days thereafter, then Lessor may, at its option, immediately, with or without notice, terminate and cancel this Lease and take possession of the Premises, without thereby occasioning a forfeiture of any of the obligations of Lessee which have previously accrued under this Lease.

22. Eminent Domain. If the Premises, any part of the Premises, or any estate in the Premises be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such a taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu of such payment, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
23. Effect of Failure to Insist on Strict Compliance With Conditions. The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.
24. Subordination of Lease. This Lease shall be subject and subordinate to all underlying leases and to deeds to secure debt which may now or subsequently affect such leases or the real property constituting the Premises, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the deeds to secure debt. Although no instrument or act on the part of Lessee shall be necessary to effectuate such a subordination, Lessee will, nevertheless, execute and deliver any further instruments confirming such a subordination of this Lease as may be desired by the holders of the deeds to secure debt or by any of the Lessors under the underlying leases. Lessee appoints Lessor as attorney in fact, irrevocably, to execute and deliver any such instrument for Lessee. If any underlying lease to which this Lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.
25. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Lessee, at the above described Premises; if to Lessor, at Lessor's address as set forth above; or, to either, at any other address as Lessee or Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3rd day after the mailing of such notice.
26. Lessor's Right to Inspection, Repair, and Maintenance. Lessee acknowledges that Lessor has the right to make necessary repairs, replacements and additions in to, on and about the Premises. Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection. Only emergency repairs shall be executed without 36 hours' notice to Lessee. Lessor has the duty to

discuss proposed repairs, replacements or additions with Lessee prior to initiating any work. Lessee shall have no claim or cause of action against Lessor by reason of such entry, as long as all work is performed in a clean and workmanlike manner so that Lessee's business functions are minimally impacted, and all office furniture, electronic equipment (such as computers) and interior spaces are protected and left in a clean and professional manner when work is complete.

27. Interruption of Services or Use. Interruption or curtailment of any service maintained on the Premises, if caused by mechanical difficulties or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Premises is rendered untenable in whole or in part, for a period of five (5) business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.
28. Lessor's Right To Show Premises. Lessor may show the Premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Lessee.
29. Effect of Other Representations. No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this lease, or in some future writing signed by the party making such representations or promises.
30. Peaceful Enjoyment. Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as provided in this lease, and performs the covenants of this lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned in this lease, subject to the provisions of this lease.
31. Lessee's Certification as to Force and Effect of Lease. Lessee shall, from time to time, upon not less than seven (7) days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default under this Lease and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises.
32. Section Headings. The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

33. Binding Effect on Successors and Assigns. The provisions of Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in Lease means only the owner, a mortgagee in possession, or a term Lessee of the Premises, so that in the event of any sale of the Premises or of any lease of the Premises, or if a mortgagee shall take possession of the Premises, the Lessor shall be entirely freed and relieved of all covenants and obligations of Lessor subsequently accruing under this agreement. It shall be deemed without further agreement that the purchaser, the term Lessee of the Premises, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor under this agreement.
34. Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Lease on behalf of the party for whom he or she purports to sign, and each agrees to defend, indemnify, and hold harmless each other party against each claim, suit or demand, including necessary expenses of investigation and reasonable attorneys' fees, in which it may be asserted that he or she was not competent and/or so authorized to execute this Lease and receive the consideration therefor.
35. Governing Law. This Lease shall be interpreted in accordance with and governed in all respects by the laws of the State of Colorado.
36. Severability. If any provision, or any part of any provision of this Lease shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Lease shall not be affected thereby.
37. Effective Date. This Lease shall be effective on the date it has been signed by all parties.
38. Counterparts. This Lease may be signed by the parties in counterparts, and each signed counterpart shall become part of the final Lease and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.
39. Facsimile. Signatures may be evidenced by facsimile. Original signatures shall be provided to the other party upon request of either party.
40. Attorney Fees. In the event of a breach of this lease, the prevailing party shall be entitled to reasonable attorney fees and costs. This provision shall survive the termination of this Lease.

Lessor:

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

ATTEST:

Sonia Walter, Deputy City Clerk

Lessee:

TENDERFOOT TRANSMITTING, INC.
dba KHEN

By:

EXHIBIT A

- Remove old carpet, install new
- Change locks/door handles
- Remove water fountain
- Replace all window coverings
- Paint all walls and ceilings
- Run computer network wiring inside walls and dropped ceilings as needed
- Repair, possibly replace, door to the space under the building (it is not suitable or operational as is)
- Erect a pole exterior to the building that will support our studio transmitter antenna so that it has point-to-point contact with the receiver on our tower on S Mountain. Right now, we are thinking of placing it on the west side of the building, in the corner of one of the recesses that exists there. We will provide drawings of this and all proposals.
- The existing single pane windows are in poor condition, and the original double-hung windows appear not to operate. 'Green' grants may be available for window upgrades, and we are interested in partnering with the city in the future for this type of funding.
- Modifications to the "front room", i.e., the room adjacent to the front door:
 - ❖ Insulate the two interior walls for sound.
 - ❖ Install a sound-proof double-glazed, non-operable viewing window (approximately 2' x 3') in at least one of the interior walls.
 - ❖ At our discretion, install electric baseboard heaters (in case the furnace blower is too noisy, need alternate, quiet heat source).
 - ❖ Sound-proof the window to the porch. This might include adding a one-piece glass to the inside and maybe also the outside of the existing frame, depending on what the glazier recommends.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019:

AGENDA ITEM NO. 2.I.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Application for Membership – Colorado Association of Ski Towns

BACKGROUND:

As discussed in prior meetings, the City of Salida has been invited to become a participating member of the Colorado Association of Ski Towns (CAST). CAST is an invaluable organization for sharing information amongst elected officials for approaches to unique challenges in our lifestyle communities. Four members of the City Council attended the CAST meeting on March 7th, at which time the group unanimously voted to offer to allow the City of Salida to become a member. Approval of this application will finalize the City's process for becoming a member.

FISCAL NOTE:

The membership with CAST would impact the City's budget in the amount of \$1,820, which can be taken out of the Administration Department's line item of "Subscriptions, Dues and Memberships".

STAFF RECOMMENDATION:

Staff recommends approval of the attached application form, including the expenditure of \$1,820 for membership with the Colorado Association of Ski Towns.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the items on the consent agenda, followed by a second and a voice vote.



Membership Application

Date: March 12, 2019

Name of Organization: City of Salida

Main Contact: P.T. Wood, Mayor

Email: pt.wood@salidaelected.com

Address: 448 E. 1st Street, Ste. 112, Salida, CO 81201

Phone number: 719.539.4555

Contact for sending invoices: Drew Nelson, City Administrator

Email: drew.nelson@cityofsalida.com

Phone number: 719.530.2629

Names and emails of other persons you want to receive CAST emails:

Drew Nelson – drew.nelson@cityofsalida.com

Cheryl Brown-Kovacic – cheryl.brown-kovacic@salidaelected.com

Dan Shore – dan.shore@salidaelected.com

DUES AMOUNT: \$1820.00

Membership dues for CAST are calculated as 0.1% of your audited 2017 general fund expenditures up to a capped amount as shown. Membership for municipalities that are more than five (5) miles from a ski base area are reduced to 0.75% of the audited 2017 general fund expenditures up to a capped amount. The capped amounts are:

Within 5 Miles of Ski Area
\$2462.00

Outside 5 Miles of Ski Area
\$1820.00





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019:

AGENDA ITEM NO. 5.a.	ORIGINATING DEPARTMENT: Legal	PRESENTED BY: Nina Williams
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ITEM:

Consideration of adoption on second reading of Ordinance 2019-06, amending the Salida Municipal Code, updating its Chapter 6-1 concerning the regulation of alcoholic beverages.

BACKGROUND:

In its 2016 and 2018 sessions, the Colorado legislature adopted a number of bills that amended the State's liquor and beer codes and other related statutes. Additionally, it recodified all of the articles in Title 12, Colorado Revised Statutes, containing laws that were administered by the Department of Revenue into a new Title 44, entitled "Revenue – Regulation of Activities". This new Title contains, among other laws, the State's revised liquor and beer codes, formerly located in Title 12. As a result, this necessitates updating and making conforming changes to the Salida Municipal Code as it pertains to the licensing and regulation of alcoholic beverages.

As part of the Code revisions, the City Attorney has recommended clarifying the provision regarding the issuance of tasting permits, strengthening the authorization language for the issuance of fines in lieu of license revocation and incorporating the States's Liquor and Beer Codes definitions. These are incorporated into the attached Ordinance.

SUGGESTED MOTIONS:

A Council member should make a motion to approve Ordinance 2019-06 on Second Reading.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 06
(Series of 2019)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING ARTICLE I OF CHAPTER 6 OF THE SALIDA
MUNICIPAL CODE CONCERNING ALCOHOLIC BEVERAGES**

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 certain regulations concerning the local regulation of alcohol; and

WHEREAS, the Colorado state legislature has amended, and relocated, its liquor and beer codes, rendering municipal codes out-of-date if they reference state statutory authority; and

WHEREAS, the Council now finds it in the best interests of the community and its citizens to amend Article I of Chapter 6 of the Salida Municipal Code concerning alcoholic beverages to reflect those revisions to state laws and conform relevant code provisions to current practice.

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

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

Section 2. The title of Article 1 of Chapter 6 of the Salida Municipal Code is hereby amended to read as follows: **ARTICLE 1. – ALCOHOLIC BEVERAGES**

Section 3. Section 6-1-10 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-10. – License required.

It is unlawful for any person to sell or offer for sale any malt, vinous, spirituous liquor or fermented malt beverages in the City until having first obtained a license or permit therefor under this Article, the rules and regulations of the City, and applicable state law, **rules**, and regulations, in addition to any other license or permit required by the State or the City.

Section 4. Section 6-1-20 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-20. - State procedures apply.

(a) The Colorado Liquor Code ~~and Regulations~~ and the Colorado Beer Code and **the Colorado Department of Revenue Liquor Rules (1 CCR 203-2)** ~~Regulations~~ regarding procedures for applications, hearings and decisions for malt, vinous or spirituous liquor or fermented malt beverages shall apply to City licenses. Applicants may obtain copies of the applicable **rules and** regulations from the City Clerk.

(b) To obtain a license under this Article, an applicant must have first met, and provide proof of such to the satisfaction of the Local Licensing Authority, all conditions prescribed by the Colorado Liquor Code and the Colorado Beer Code, except that fees for a City license **or permit not established by state law or rule** are those prescribed in this Article.

(c) Unless otherwise defined in this Article, the definitions of words and terms used herein shall be given the same meaning as those words or terms are defined in Title 44 of the Colorado Revised Statutes, as amended from time to time.

Section 5. Section 6-1-40 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-40. - Fees.

The annual license fees set forth in Sections **44-3-505, 44-4-107 and 44-5-104**~~44-47-505~~, C.R.S., shall apply to this Article. In addition, the following liquor license applications, registrations and investigations shall be paid to the City in amounts as shall be set forth from time to time by resolution **or ordinance** of the City Council:

- (1) Applications for new licenses.
- (2) Applications for transfers of location or ownership of existing licenses.
- (3) Applications for renewals of existing licenses.
- (4) Applications for temporary permits.
- (5) Applications for special event permits.
- (6) **Applications for tasting permits.**
- ~~(7)~~ Manager registrations for hotel and restaurant licensees.
- ~~(7)~~ Background investigations for corporate and limited liability company applicants.
- ~~(8)~~ Fire Department inspections.

Section 6. Subsection 6-1-60(b) of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-60. - Optional premises.

(b) The following standards shall be applicable to the issuance of a license under this Section, in addition to all other applicable standards set forth in the Colorado Liquor Code for optional premises license and optional premises for a hotel and restaurant license:

- (1) Eligible facilities. Outdoor sports and recreational facilities as defined in Section ~~44-3-103(33)(b)~~~~42-47-103(13.5)~~, C.R.S., are eligible for licensing as an optional premises or an optional premises for a hotel and restaurant.
- (2) Number of optional premises. There are no restrictions on the number of optional premises which any one (1) licensee may have on an outdoor sports or recreational facility.
- (3) Minimum size of facility. There is no restriction on the minimum size of an outdoor sports or recreational facility which would be eligible for issuance of an optional premises license or optional premises for a hotel and restaurant license.

Section 7. Section 6-1-70 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-70. - Alcoholic beverage tasting permit.

Pursuant to Section ~~44-312-47-301(10)~~, C.R.S., the City authorizes ~~alcohol beverage tastings for licensed retail liquor stores and liquor-licensed drug stores~~ **to submit applications for alcohol beverage tastings** within the City. The City ~~shall not require a further application prior to allowing retail liquor licensees to conduct alcohol beverage tastings,~~ and elects not to impose additional limitations on such tastings beyond those limitations set forth in Chapter ~~347~~ of Title ~~44~~~~42~~, C.R.S. A **licensed** retail liquor store or liquor-licensed drugstore that wishes to conduct tastings shall submit an application for a tastings permit to the City Clerk. The Local Licensing Authority may reject the application if the applicant fails to establish that the licensee is able to conduct tastings without violating any of the provisions of Section ~~44-312-47-301(10)~~, C.R.S., as may be amended, **or creating a public safety risk to the neighborhood.**

Section 8. Section 6-1-80 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-80. - Educational requirements.

Every liquor licensee or permittee, registered manager and licensee's employee is encouraged to obtain a certificate of completion from an educational program of training for intervention procedures for servers of alcohol. Those registered managers obtaining a

certificate of completion may file a copy of the certificate of completion with the **Local Licensing** Authority with an application of renewal of a liquor license.

Section 9. Section 6-1-90 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-1-90. - Suspension or revocation; fine.

In addition to any other penalties prescribed by Title ~~4412~~, Articles **3, 4 and 5**~~46, 47 and 48~~, C.R.S., pursuant to Section ~~44-3-601~~~~47-601~~, C.R.S., the Local Licensing Authority has the power, on its own motion or on complaint, after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard, to suspend or revoke any license or permit issued by such authority for any violation by the licensee or by any of the agents, servants, or employees of such licensee of the provisions of Title ~~4412~~, Articles **3, 4 or 5**~~47~~, C.R.S., or any of the rules or regulations authorized pursuant to ~~those that~~ Articles or of any of the terms, conditions, or provisions of the license or permit issued by the Local Licensing Authority. **Further, the optional procedures regarding fines in lieu of suspension, set forth in Section 44-3-601, C.R.S., are accepted and adopted for application by the Local Licensing Authority.**

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 ____ day of _____, 2019 and set for second reading and public hearing on the ____ day of _____, 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 2019.

CITY OF SALIDA

By: _____
Mayor

ATTEST: (SEAL)

By: _____
City Clerk

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

By: _____
City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 19, 2019

AGENDA ITEM NO. 6.b	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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ITEM:

Resolution No. 2019-12 – Supporting an Application for a Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund Tier I Grant.

BACKGROUND:

A key task of the Community Development Department work plan in 2019-2020 is a comprehensive rewrite of Chapter 16 Land Use and Development section of the Salida Municipal Code. The City Council approved the Department's budget including funds to hire consultants for this effort. The funds were also for two other projects: a downtown parking study and housing linkage fee nexus study.

Staff explained during the budget process that to complete all of the projects, we would apply for other funding. The DOLA Energy and Mineral Impact Assistance Fund Tier I Grant is a possible source for shared funding of the land use regulations.

Staff intends to apply for up 50% funding of the effort (\$75,000) for what is expected to be a \$150,000 contract and two year effort.

The application deadlines are April 1, August 1 and December 2, 2019.

SUGGESTED MOTION:

A council person should make the motion to “approve Resolution 2019-12 supporting an application for a Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund Tier I Grant.

Attachments:

Resolution No. 2019-12
Excerpt from Grant Guidelines

CITY OF SALIDA, COLORADO
RESOLUTION NO. 12
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING AN APPLICATION FOR STATE GRANT FUNDS TO ASSIST IN THE COMPREHENSIVE REWRITE OF CHAPTER 16 LAND USE AND DEVELOPMENT OF THE SALIDA MUNICIPAL CODE.

WHEREAS, the community survey completed in 2018 identified community development priorities including providing affordable housing; preserving our small town character; create new employment opportunities; foster more involvement from the community in land use decisions; and the most serious issue facing the city is growth; and

WHEREAS, the city's land use regulations are the principal tool used in meeting these priorities and using growth to shape the community into a form that meets these goals and the goals of the Comprehensive Plan; and

WHEREAS, Chapter 16 has been amended piecemeal over the past decade with the result causing confusion among staff, development customers and the public; and

WHEREAS, the City Council directed staff to rewrite Chapter 16 Land Use and Development of the Salida Municipal Code and set aside funds in the 2019 Budget to partially fund the effort; and

WHEREAS, the Colorado Department of Local Affairs (DOLA) provides competitive grants to partially fund local government initiatives for land use plans and regulations through the Energy and Mineral Impact Assistance Fund Tier I Grants.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE APPLICATION FOR STATE FUNDS TO SUPPORT THE COMPREHENSIVE REWRITE OF CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND STATING THE CITY'S COMMITMENT OF SUPPORT FOR THE PROJECT.

RESOLVED, APPROVED AND ADOPTED this 19th day of March, 2019.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Discretionary Grants

Administrative Planning Grants (up to \$25,000; 50/50 match; total project limit \$100,000)

- Applications for administrative planning grants are accepted year-round and approved administratively, as long as funds are available. Project types include preliminary design, engineering, or feasibility studies. Projects are reviewed and approved by DOLA staff.
- A letter of request signed by the Chief Elected Official is required, addressing the following:
 - The project scope;
 - A budget and timeline;
 - Financial need;
 - Project urgency and readiness to begin work;
 - The energy and mineral impact; and
 - Jurisdiction's financial data.

Tier I Grants (up to \$200,000; 50/50 match)

- Applications for Tier I grant awards are reviewed, rated, and recommended for funding by Program staff to the DOLA Executive Director who makes the final decision on grant awards. Applications are due annually on April 1, August 1, and December 1.

Tier II Grants (over \$200,000 to \$1,000,000 or \$2,000,000 depending on fund availability; 50/50 match)

- Applications for Tier II grant awards are reviewed and scored by the Energy Impact Assistance Advisory Committee, and recommended for funding by the committee and program staff to the DOLA Executive Director who makes the final decision on grant awards. Applications are due annually on April 1, August 1, and December 1

Tier III Grants (\$2,000,000 or more)

- Applications require regional or multi-jurisdictional collaboration to solve a multi-jurisdictional problem. Applications for Tier III grant awards are reviewed by the Energy Impact Assistance Advisory Committee and recommended for funding by staff to the Executive Director who makes the final decision on grant awards. *Tier III funding is dependent on revenue availability.* Local governments receiving a Tier III grant may be asked to withdraw from future funding application cycles.

Councils of Government

DOLA has established an annual application process specifically for Regional Councils of Government (COG). Eligible applications may include the following:

- Mini-grant programs, capped at \$5,000 per project, on a cost-sharing basis between local governments and COGs;
- Technical assistance projects or programs such as: GIS services, organizational facilitation, retreat facilitation, support for planning efforts such as Broadband

GENERAL WAIVER AND RELEASE AGREEMENT

THIS GENERAL WAIVER AND RELEASE AGREEMENT (“Agreement”) is made as of the 19th day of February, 2019, by and between Dara MacDonald (“Releasor”), and the City of Salida (the “City” or “Releasee”) a Colorado municipal corporation, and its officers, officials, employees, agents, servants, attorneys, and/or self-insurance pool (collectively “Releasees”).

In consideration of the payment by the City to Releasor of the amount of \$51,053, representing the six-month severance due and owing to Releasor pursuant to her employment agreement with the City as City Administrator, which payment is hereby acknowledged as sufficient and valuable consideration to the Releasor, and which payment shall be made by the City following the Releasor’s execution of this Agreement, Releasor and Releasee do hereby promise and agree as follows:

I. Pay and Benefits. Releasor acknowledges that she has already received all wages and benefits to which she is entitled.

II. Severance; Post-Employment Compensation.

As severance, and as consideration for this Agreement and Releasor's release of claims, City shall pay Releasor the total gross sum of \$51,053. The Parties agree that the payment provided for in this Paragraph represents the full settlement amount for all compensation and/or severance owed to Releasor pursuant to the applicable employment agreement between the Releasor and Releasee at the time of Releasor’s termination, as consideration for this Agreement and release of claims. The payment provided for in this Paragraph shall be delivered to Releasor in one check via USPS upon the approval and execution of this Agreement by all Parties.

Releasor warrants that no opinions or statements have been made to her by the City or any of its agents or employees relating to any income tax consequences of the payments made under this Agreement. Releasor understands and agrees that she is solely responsible for any tax payment arising out of this Agreement, and she acknowledges that she bears the sole risk of and liability for the tax effects of the above-described payment. Releasor agrees to indemnify and hold City harmless from any cost, liability or expense, including reasonable attorney's fees, arising from the taxation, if any, of any amounts received by Releasor pursuant to this Agreement, including but not limited to any penalties or administrative expense.

III. Releasor’s General Release of City.

- A. Releasor hereby expressly releases and forever discharges Releasees from any and all liability, claims, demands, rights, controversies, damages, expenses, attorneys’ fees, interest, and cause of actions of any kind whatsoever, whether known or unknown, which Releasor had, has, or hereafter may have, arising out of or in any way connected with the Releasor’s employment with the City or termination from such employment. Releasor further agrees that she will not hereafter institute any suit, action, or claim, for any form of relief, whether pursued judicially, administratively, or otherwise against the Releasees, arising out of or in any way connected any of the issues identified in this paragraph.
- B. Releasor hereby expressly releases and forever discharges Releasees from any and all liability, claims, demands, rights, controversies, damages, expenses, attorneys’ fees, interest, and cause of actions for all dates prior to, through, and including, the date the Releasor signs this Agreement arising from or relating to the following:

1. the employment of Releasor by the City;
2. the Releasor's termination from employment with the City;
3. discrimination in violation of Title VII of the Civil Rights Act of 1964;
4. other violations of federal, state or local statutes, ordinances, regulations rules, decisions or laws;
5. failure to act in good faith and deal fairly;
6. injuries, illness or disabilities of the Releasor;
7. exposure of the Releasor to toxic or hazardous materials;
8. stress, anxiety or mental anguish;
9. discrimination on the basis of sex, race, religion, national origin or another basis;
10. sexual harassment;
11. defamation or libel based on statements of Releasor or others;
12. breach of an express or implied employment contract;
13. compensation or reimbursement of Releasor;
14. unfair employment practices; and
15. any act or omission by or on behalf of Releasees.

C. Releasee hereby expressly releases and forever discharges Releasor from any and all liability, claims, demands, rights, controversies, damages, expenses, attorneys' fees, interest, and causes of actions of any kind whatsoever, whether known or unknown, which Releasee had, has, or hereafter may have, arising out of or in any way connected with the Releasor's employment with the City or termination from such employment. Releasee further agrees that it will not hereafter institute any suit, action, or claim, for any form of relief, whether pursued judicially, administratively, or otherwise against the Releasor, arising out of or in any way connected any of the issues identified in this paragraph.

IV. Attorney Fees. In the event that either Party has breached any provision of this Agreement, the prevailing Party in any legal proceeding to enforce this Agreement will be entitled to recover reasonable costs and attorney fees.

V. Governing Law; Governmental Immunity; Severability. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue shall be proper and exclusive in the district court for Chaffee County, Colorado. Releasor agrees that in the event of any breach or threatened breach by Releasor, the City may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect City against any such breach or threatened breach. By entering into this Agreement, the City does not intend to waive any immunity or other protection it has or may have pursuant to the terms of the Colorado Government Immunity Act, C.R.S. § 24-10-101 et seq., as amended. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

VI. Voluntary Agreement; Advice of Counsel. Releasor hereby states that she understands that it is her choice whether or not to enter into this Agreement and that it is made knowingly after consideration of the terms of this Agreement. Releasor acknowledges that she has been advised in writing, in the form of this paragraph, by the City to consult with an attorney prior to executing this Agreement and that she has so consulted, or has chosen not to, under her own judgment, knowledge, and free will.

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

M E M O R A N D U M

TO: Mayor Wood and City Council

FROM: Jennifer M. DiLalla and William D. Davidson

RE: Leases of excess augmentation credits – forms and recommendations for Council’s consideration

DATE: March 14, 2019

Introduction and Background

This Memo and its attachments follow up on our meeting with Council and Randy Hendrix, of Hendrix Wai Engineering, Inc. (“HWE”), on February 4, 2019. Based on our conversation with you on February 4, we have prepared the following form documents for your consideration and approval:

1. Form of Application for Long-Term Lease of Excess Augmentation Credits;
2. Form of Long-Term Lease of Excess Augmentation Credits;
3. Form of Application for Short-Term Lease of Excess Augmentation Credits; and
4. Form of Short-Term Lease of Excess Augmentation Credits.

To assist you in your consideration of these form documents, this Memo summarizes key distinctions between the form of long-term lease and form of short-term lease; recommends that during the initial years of operation of this new leasing protocol, the City limit long-term leases to a total of approximately 1/4 of the City’s average volume of Excess Augmentation Credits; and recommends that Council authorize the City Administrator or the City Administrator’s designee to execute leases on the City’s behalf after confirming, by means of the HWE spreadsheet tool that Randy Hendrix modeled for Council on February 4, that sufficient Excess Augmentation Credits are available for such leasing.

We note that in light of our conversation with you on February 4, we have not yet prepared a separate form of long-term or short-term lease for use in marijuana-growing operations, because such leases would require potentially complicated and costly accounting to demonstrate that no water attributable to the Excess Augmentation Credits has resided in a federal reservoir. We would be happy to work on form leases for such operations at your request.

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

Mayor Wood and City Council
March 14, 2019
Page 2

I. Key distinctions between the form of short-term lease and form of long-term lease

As we discussed with you during the February 4 work session, those who lease Excess Augmentation Credits from the City on a short-term basis (i.e., within a single water year) will put the water to use under their own free-standing augmentation plan or approved substitute water supply plan (“SWSP”); the City’s augmentation plan will not be implicated in those leases. By contrast, those who lease Excess Augmentation Credits from the City on a long-term basis will pay for the City to have the lessee’s use of the Excess Augmentation Credits included in the City’s decreed Augmentation Plan. That critical distinction drives the distinctions you will see between the attached Form of Long-Term Lease of Excess Augmentation Credits and the attached Form of Short-Term Lease of Excess Augmentation Credits.

The key distinctions between the two form leases are as follows:

1. Short-term lessees will agree that all necessary approvals required for their use of the Leased Credits will be the lessees’ sole responsibility, and that such use will not be made under the City’s Augmentation Plan; long-term lessees will agree that they must reimburse the City for all costs the City incurs to initiate and prosecute a Water Court Case to add the lessees’ use of the Leased Credits to the City’s Augmentation Plan.
2. After entry of a decree in the Water Court Case to add long-term lessees’ use of the Leased Credits to the City’s Augmentation Plan, long-term lessees will become the functional equivalent of customers in the City’s municipal system. Accordingly, while short-term leases may be terminated in the event of a municipal emergency, long-term leases may not. (It is for this reason that we make the recommendation in Section II below.)
3. Because long-term lessees must reimburse the City for all costs associated with a Water Court Case or SWSP Request, the long-term leases include a reimbursement agreement; the short-term leases do not.
4. Because long-term leases may span many years, Council needs the flexibility to change the rate the City will charge per acre-foot of leased water in wet, dry, and average years. Long-term leases therefore include a provision acknowledging

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

Mayor Wood and City Council
March 14, 2019
Page 3

Council's rate-changing authority. Because short-term leases will span no more than a water year, they do not include such a provision.

5. Because long-term lessees will use the Leased Credits within the City's Augmentation Plan, they will be assigned a specific allocation of pumping or other diversions that will be based on the volume of Leased Credits they are leasing divided by the "presumptive depletion factor" for their water use. For instance, if a long-term lessee is leasing 20 acre-feet of Leased Credits, and his irrigation use consumes 85% of the water he pumps or diverts from the stream system, he would be entitled to pump or divert 23.5 acre-feet of water under the City's augmentation plan (23.5 acre-feet diverted x .85 depletion rate = 19.98 acre-feet of augmentation water required to replace the depletions). Because short-term lessees will use the Leased Credits within their own augmentation plan or SWSP, the City will deliver their Leased Credits but will not be responsible for allocating pumping or diversions to those lessees.
6. Because it will take Justin Watts or his staff longer to review Applications for Long-Term Lease of Excess Augmentation Credits than it will for them to review Applications for Short-Term Lease of Excess Augmentation Credits, we have proposed application fees of \$50 for long-term leases and \$25 for short-term leases.

II. Recommendation regarding approval of long-term leases

As summarized in Section I.2 above, long-term lessees will become the functional equivalent of the City's municipal water customers, so that the City's deliveries of Excess Augmentation Credits under those leases will not be curtailable. (By contrast, deliveries of Excess Augmentation Credits under short-term leases will be curtailable in the event of a municipal water supply emergency.)

As we discussed with you during the February 4 work session, the leasing protocol that underlies the attached form leases is based on a highly conservative methodology that is designed to ensure that the City will have a sufficient cushion within the municipal supply when the City is leasing excess Augmentation Credits. (For instance, the methodology deliberately did not include the City's supply of water received from the Southeastern Colorado Water Conservancy District under the Fryingpan-Arkansas Project.)

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

Mayor Wood and City Council
March 14, 2019
Page 4

Nonetheless, and again in the interest of conservatively estimating supplies and protecting the City's interests, we and HWE recommend that for the first two to three years of operations under the new leasing protocol, the City approve long-term leases in a total amount of no more than 1/4 of the City's average Excess Augmentation Credits that would be lost to the stream if they are not leased to other users. HWE calculates that amount as 410 acre-feet per year. (Please see page 4 of the HWE Memo that was Appendix A to our Memo dated January 31, 2019.) Accordingly, we recommend that through the end of the 2020 or 2021 water year (i.e., two to three full years of operation under the new leasing protocol), the City limit approvals of long-term leases to a total of 102 acre-feet per year. After several years of experience under the new leasing protocol, Council could revisit this limit to determine whether it could be raised without injury to the City's water rights and other interests.

III. Recommendation regarding authorization of City Administrator to execute leases

Based on Council's consideration of the materials that we discussed at the February 4 work session, and based further on Council's consideration of the form lease applications and form leases that are attached to this Memo, we recommend that Council authorize the City Administrator and the City Administrator's designee(s) (including Justin Watts and his staff) to execute Long-Term Leases of Excess Augmentation Credits and Short-Term Leases of Excess Augmentation Credits on the City's behalf, on the following conditions:

1. The City Administrator or the City Administrator's designee has documented receipt of the Application, Application Fee, and all required supporting information;
2. For long-term leases, the City Administrator or the City Administrator's designee has conferred with HWE regarding required engineering review of the Application and, if necessary, an independent engineering analysis;
3. The City Administrator or the City Administrator's designee has run the HWE spreadsheet tool to confirm that the City has sufficient Excess Augmentation Credits available for leasing, over and above the City's municipal obligations and any existing leases; and

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

Mayor Wood and City Council
March 14, 2019
Page 5

4. The City Administrator or the City Administrator's designee has documented approval or denial of the Application and the reasons for any denial and has informed the Applicant of that decision.

Such authorization of the City Administrator or the City Administrator's designee will streamline the leasing process and allow City staff to rely on the HWE spreadsheet tool and the form applications and form leases, without the need for Council to revisit those documents each time a lease is requested.

Conclusion

Based on our Memo dated January 31, 2019; our work session with Council on February 4, 2019; the HWE spreadsheet tool for evaluating requests for leases; and the information summarized above, we recommend that Council take the following action:

1. Approve the City's use of the Form of Application for Long-Term Lease of Excess Augmentation Credits; Form of Long-Term Lease of Excess Augmentation Credits; Form of Application for Short-Term Lease of Excess Augmentation Credits; and Form of Short-Term Lease of Excess Augmentation Credits.
2. Adopt a policy providing that through the end of the 2020 (or 2021) water year, the City will limit approvals of long-term leases to a total of 102 acre-feet per year.
3. Authorize the City Administrator or the City Administrator's designee to enter into Long-Term Leases of Excess Augmentation Credits and Short-Term Leases of Excess Augmentation Credits on the City's behalf, on the conditions given in Section III above.

We would be happy to discuss this Memo with you at your request and at your convenience, and to make any changes you would like to see in the form documents. Please let us know if there are questions we can answer before your meeting on March 19.

I have read the attached form of Long-Term Lease of Excess Augmentation Credits and Reimbursement Agreement, and I understand the terms and conditions that will apply to my lease if this Application is approved. I agree to lease, on an annual basis, the entire amount of Excess Augmentation Credits requested in line 6 above. My Application Fee of **\$50** is submitted with this Application. I agree to reimburse Salida for expenses it incurs for its water rights engineer to review the attached engineering report and/or to prepare an independent depletion and/or lagging analysis.

Applicant's signature

Date: _____

SALIDA STAFF USE ONLY

Application and Application Fee received: _____ Date: _____

Salida staff member

Application approved or denied: _____ Date Applicant notified: _____

If denied, reason for denial: _____

Salida staff member

LONG-TERM LEASE OF AUGMENTATION CREDITS AND REIMBURSEMENT AGREEMENT

THIS LONG-TERM LEASE OF AUGMENTATION CREDITS AND REIMBURSEMENT AGREEMENT (“Lease”) is made and entered into by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“Salida”), and [[NAME OF LESSEE]] (“Lessee”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 Salida owns and operates a plan for augmentation originally decreed in Case No. 84CW158 and later amended in Case Nos. 04CW124, 04CW125, and 18CW3008 (“Augmentation Plan”).
- 1.2 Salida’s augmentation supplies decreed for use in the Augmentation Plan include, without limitation, consumptive use credits derived from the changes of water rights decreed in Case Nos. 84CW158 and 04CW125 (“Augmentation Credits”) and Fryingpan-Arkansas Project Water (“Project Water”) that Salida purchases each year from the Southeastern Colorado Water Conservancy District.
- 1.3 Salida’s monthly supply of Augmentation Credits and Project Water periodically exceeds Salida’s monthly obligation to deliver water to the Arkansas River system under the Augmentation Plan and Salida’s available storage capacity, resulting in an excess of Augmentation Credits that Salida may sell or lease to other end-users for their beneficial use (“Excess Augmentation Credits”).
- 1.4 Lessee has a long-term need for Excess Augmentation Credits and is capable of placing such credits to beneficial use.
- 1.5 Depletions attributable to Lessee’s diversions and water use to be augmented under this Lease will impact the Arkansas River System within the same Lease Year in which such diversions are made.
- 1.6 Salida and Lessee wish to enter into this Lease to provide for Lessee’s long-term use of Excess Augmentation Credits under Salida’s Augmentation Plan, and for Lessee’s reimbursement of Salida’s actual costs incurred in obtaining judicial and/or administrative approval of such use.

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

Section 2 – Definitions

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

- 2.1 “Application” means the Application for Long-Term Lease of Excess Augmentation Credits that Lessee submitted to the City Administrator.

- 2.2 “Application Date” means the date on which Lessee submitted the Application to the City Administrator and paid the Application Fee.
- 2.3 “Application Fee” means the \$50 Application review fee that Lessee paid to Salida on the Application Date.
- 2.4 “City Administrator” means the City Administrator of Salida, and the City Administrator’s designee.
- 2.5 “Decrees” means the decrees entered by the Division 2 Water Court in Case Nos. 84CW158 and 04CW125.
- 2.6 “Delivery Location” means [[the confluence of the South Arkansas River and the Arkansas River]] [[OR]] [[Pueblo Reservoir]]. [[Lease applicant will specify in the Application.]]
- 2.7 “Delivery Schedule” means the timestep on which Lessee has requested that Salida deliver Excess Augmentation Credits to the Delivery Location for Lessee’s beneficial use. The Delivery Schedule is attached as **Exhibit A**.
- 2.8 “Diversion Allocation” means the amount of water Lessee may divert annually from the Arkansas River system under Salida’s Augmentation Plan, calculated as the number of Leased Credits divided by the presumptive depletion factor, or “PDF,” for Lessee’s water use.
- 2.9 “Effective Date” means the date on which this Lease has been executed by both Parties.
- 2.10 “Lease” means this Long-Term Lease of Augmentation Credits and Reimbursement Agreement. The Recitals in Section 1 above are fully incorporated into this Lease and made a part hereof by this reference.
- 2.11 “Leased Credits” means [[#]] acre-feet of Excess Augmentation Credits per year that Salida will deliver to the Delivery Location for Lessee’s beneficial use.
- 2.12 “Lease Payment” means the full annual amount due under the Lease, calculated as the Lease Rate x the number of acre-feet of Leased Credits.
- 2.13 “Lease Rate” means the rate determined in accordance with Section 3 below.
- 2.14 “Lease Term” means the period that begins on the Effective Date and continues through the earliest of the following: March 31, [[YEAR]] [[end of the last water year in which the Lease will operate]]; February 16 of any year during the Lease Term if Lessee has not timely paid the Lease Payment by the Payment Due Date in that year; or the date, if any, on which Salida withdraws or the Water Court dismisses the application in the Water Court Case.
- 2.15 “Lease Year” means Salida’s water accounting year, which runs from April 1 through March 31.

- 2.16 “Lease Payment Due Date” means the Effective Date with respect to year 1 of the Lease; and February 15 of each year following the Effective Date during the Lease Term.
- 2.17 “Reimbursement Deadline” means twenty-eight days following receipt of any Reimbursement Invoice, with the date of such receipt determined according to the terms of paragraph 9.5 below
- 2.18 “Reimbursable Expenses,” as described more fully in paragraph 7.2.1 below, means those costs, fees, and expenses actually incurred by Salida in connection with the Water Court Case and any associated SWSP that Salida will prepare and file to incorporate Lessee’s use of the Leased Credits into Salida’s Augmentation Plan; and those cost, fees, and expenses actually incurred by Salida in connection with Salida’s water engineer’s review of and analyses related to the Application.
- 2.19 “Reimbursement Invoice” means the monthly invoice that Salida will send to Lessee for payment of the Reimbursable Expenses.
- 2.20 “SWSP” means a substitute water supply plan approved by the Office of the State Engineer.
- 2.21 “SWSP Request” means any request that Salida submits for an SWSP to enable Lessee’s use of the Leased Credits under Salida’s Augmentation Plan while the Water Court Case is pending.
- 2.22 “Transit Loss” means any loss that the Division Engineer or Water Commissioner assesses on delivery of the Excess Augmentation Credits from the Delivery Location to Lessee’s location of beneficial use.
- 2.23 “Water Court Case” means the case that Salida will file in the Division 2 Water Court seeking approval of Lessee’s use of the Leased Credits under Salida’s Augmentation Plan.

Section 3 – Determination and Payment of Lease Rate

3.1 Determination of Lease Rate and annual adjustment.

3.1.1 Initially on the Application Date, and then annually each January (before the Lease Payment Due Date for that Lease Year), Salida will determine the Lease Rate for that year based on the National Weather Service’s (“NWS”) Water Supply Forecast for the Arkansas River at Salida (“NWS Forecast”) as of the Application Date, and as follows:

NWS Water Supply Forecast – Arkansas River at Salida as percentage of 1980-2010 average	Lease rate per acre-foot of Excess Augmentation Credits
Above 110% (wet)	\$100
90% - 110% (average)	\$175
Below 90% (dry)	\$250

- 3.1.2 No later than January 25 of each year during the Lease Term and after the Effective Date, Salida shall deliver to Lessee, in accordance with paragraph 9.5 below, notice of the Lease Rate for the upcoming Lease Year (“Annual Lease Payment Notice”). The Annual Lease Payment Notice will calculate the Lease Payment that is due by the Lease Payment Due Date as the adjusted Lease Rate x the Leased Credits.
- 3.1.3 The rate per acre-foot of Excess Augmentation Credits shown in the second column of the table above is subject to change by action of the Salida City Council; provided, however, that the Lease Rate for any Lease Year will not be subject to change following Salida’s delivery of the Annual Lease Payment Notice to Lessee. Any City Council-adopted change in the rate per acre-foot of Excess Augmentation Credits will be shown on the Annual Lease Payment Notice.
- 3.2 Initial Lease Rate. The NWS Forecast as of the Application Date was [[#]]%. Accordingly, the Lease Rate for the first Lease Year is [[\$ _____]].
- 3.3 Initial Lease Payment. The Lease Payment for the first Lease Year is [[\$ _____]] ([[initial Lease Rate]] x [[Leased Credits]]).
- 3.4 Penalty for late payment. If the City Administrator does not receive the Lease Payment by the Lease Payment Due Date, this Lease will terminate automatically and Salida will not deliver Excess Augmentation Credits for Lessee’s beneficial use in the upcoming Lease Year.
- 3.5 No refund of Lease Payment. The Lease Payment is non-refundable, even if Lessee elects to discontinue delivery of a portion or all of the Leased Credits during a Lease Year; provided, however, that if Salida terminates the Lease early because of the emergency conditions described in paragraph 5.2 below, Salida shall refund to Lessee that portion of the Lease Payment that is equal to the Lease Rate x the volume of Leased Credits not yet delivered in that Lease Year as of the date of such early termination.

Section 4 – General Terms and Conditions

- 4.1 Source of Leased Credits. Lessee acknowledges that the Leased Credits are derived from Salida’s water rights changed by the Decrees.
- 4.2 No implied representations or warranties.
- 4.2.1 Lessee acknowledges that Salida makes no express or implied representation or warranty that the application Salida will file in the Water Court Case will be approved, nor any express or implied representation or warranty regarding terms and conditions that may be included in any decree entered in the Water Court Case.
- 4.2.2 Lessee acknowledges that Salida makes no express or implied representation or warranty that an SWSP Request will be approved, nor any express or implied representation or warranty regarding terms and conditions that may be included in any such approval.

- 4.2.3 Lessee acknowledges that Salida makes no express or implied representation or warranty with respect to the quality of water attributable to the Leased Credits.
- 4.2.4 Lessee acknowledges that Salida makes no express or implied representation or warranty with respect to the suitability of the Leased Credits for Lessee's uses.
- 4.3 Salida's obligations. Except as otherwise expressly described herein, Salida's obligations to Lessee under this Lease are limited to the following:
- 4.3.1 Subject to the terms and conditions of this Lease, including without limitation Sections 6 and 7 below, Salida shall seek judicial and, at Lessee's request, administrative approval of Lessee's use of the Leased Credits under Salida's Augmentation Plan.
- 4.3.2 Upon entry of a decree in the Water Court Case or issuance of an administrative approval of an SWSP Request, Salida shall deliver the Leased Credits to the Delivery Location according to the Delivery Schedule and subject to the terms and conditions of such decree or administrative approval.
- 4.4 Indemnification. Lessee shall indemnify and hold Salida harmless in any litigation brought by a third party and pertaining to this Lease.
4. Release. Lessee releases Salida from any and all liability arising from Lessee's use or non-use of the Leased Credits.
- 4.5 No transfer of ownership interest. Nothing in this Lease transfers or is to be construed as transferring to Lessee any ownership interest in or control over Salida's water rights, water infrastructure, or water-related interests.
- 4.6 Accounting. Lessee shall document and report to Salida, at least monthly and on forms to be prepared as part of the Water Court Case, Lessee's pumping or other diversions under the Augmentation Plan.
- 4.7 Transit Loss. Lessee shall bear any and all Transit Loss.
- 4.8 [[This term should be included only in leases for augmentation of water use in hemp-growing operations.]] Required documentation for hemp-growing operations. As a condition of Salida's agreement to enter into this Lease, Lessee has delivered to Salida documentation that Lessee has obtained all registrations, permits, and licenses required under both Federal and Colorado law for the cultivation and harvesting of hemp.

Section 5 – Termination

- 5.1 End of Lease Term. This Lease will terminate automatically at the expiration of the Lease Term.

- 5.2 Automatic termination based on violation of Lease terms. This Lease will terminate automatically upon any of the conditions described in paragraphs 5.2.1 through 5.2.3 below. In that event, Salida will, as applicable, withdraw the Application in the Water Court Case or initiate proceedings in the Water Court to remove Lessee's use of the Leased Credits from Salida's Augmentation Plan; and Salida will notify the Division Engineer and the Water Commissioner that Lessee no longer is entitled to operate under that Augmentation Plan or any associated SWSP.
- 5.2.1 *Non-payment of Lease Payment by Lease Payment Deadline.* This Lease will terminate automatically on February 16 of any year in which Lessee has not made the Lease Payment by the Lease Payment Deadline for the upcoming Lease Year.
- 5.2.2 *Non-payment of Reimbursable Expenses by Reimbursement Deadline.* This Lease will terminate automatically thirty-five days after any failure by Lessee to make full payment of any Reimbursement Invoice by the Reimbursement Deadline.
- 5.2.3 *Diversion in Excess of Diversion Allocation.* This Lease will terminate automatically upon Lessee's pumping or other diversion of water in excess of the Diversion Allocation in any Lease Year.
- 5.3 Termination as a result of withdrawal or dismissal of application in Water Court Case. This Lease will terminate automatically upon Salida's withdrawal or the Water Court's dismissal of the application in the Water Court Case.
- 5.3.1 Salida may withdraw the application in the Water Court Case if Salida determines, in its sole discretion, that approval of the application will entail imposition of unacceptable terms and conditions on Salida's use of its water rights or operation of its Augmentation Plan.
- 5.3.2 Salida shall withdraw the application in the Water Court Case at Lessee's direction.
- 5.3.3 In the event of Salida's withdrawal or the Court's dismissal of the application in the Water Court Case, Lessee shall, in accordance with the terms and conditions in Section 7 below, reimburse Salida for all Reimbursable Expenses that Salida has incurred to the date of such withdrawal or dismissal.

Section 6 – Water Court Case and SWSP

- 6.1 Filing of application. Within twenty-eight days of the Effective Date, Salida shall file an application in the Division 2 Water Court seeking approval of Lessee's use of the Leased Credits within Salida's Augmentation Plan. As described in Section 7 below, Lessee shall reimburse Salida for all Reimbursable Expenses that Salida incurs in connection with preparing, filing, and prosecuting the Water Court Case.
- 6.2 Submittal of SWSP Request. At Lessee's request, and within three business days of filing the application in the Water Court Case, Salida shall submit an SWSP request to enable Lessee to use the Lease Credits within Salida's Augmentation Plan while the Water Court

Case is pending. As described in Section 7 below, Lessee shall reimburse Salida for all Reimbursable Expenses that Salida incurs in connection with preparing, filing, and obtaining approval of the SWSP Request.

- 6.3 No change of water rights. Lessee acknowledges and agrees that neither the application in the Water Court Case nor any SWSP request will request a change of Salida's water rights.
- 6.4 Removal of Lessee's use of Leased Credits from Salida's Augmentation Plan. Lessee acknowledges and agrees that the application Salida files in the Water Court Case will include a procedure for removal of Lessee's use of the Leased Credits from Salida's Augmentation Plan; and further acknowledges and agrees that upon any such removal, Salida will notify the Division Engineer and the Water Commissioner that Lessee no longer is entitled to divert water under the Augmentation Plan.

Section 7 – Reimbursement Agreement

- 7.1 Reimbursement as condition of Lease. Lessee acknowledges and agrees that this Reimbursement Agreement is a condition of Salida's agreement to enter into this Lease, and that Lessee's breach of any term or condition of this Section 7 will result in automatic termination of the Lease, withdrawal of the application in the Water Court Case, and removal of Lessee's use of the Leased Credits from Salida's Augmentation Plan.
- 7.2 Scope of Reimbursement Agreement.
- 7.2.1 This Reimbursement Agreement applies to the Reimbursable Expenses, which are all reasonable costs, fees, and expenses that Salida has incurred, is incurring, or will incur for third-party legal, engineering, and administrative tasks associated with the Water Court Case and any SWSP Request; and all reasonable costs, fees, and expenses that Salida has incurred in connection with Salida's water engineer's review of and analyses related to the Application. Such expenses include, without limitation, fees that Salida pays to its consulting attorneys and water engineers; filing, publication, and other costs paid to the Water Court or the Office of the State Engineer; and costs arising from any modifications that Salida must make to its regular accounting forms under any decree entered in the Water Court Case or any approval of an SWSP Request.
- 7.2.2 This Agreement does not apply to Salida's routine administrative costs and fees incurred in Salida's ordinary operation of its municipal water supply system and its Augmentation Plan.
- 7.3 Payment of Reimbursable Expenses.
- 7.3.1 Beginning in the first full month after the Effective Date, no later than the fifteenth day of each month, Salida shall deliver to Lessee an emailed Reimbursement Invoice for all of the Reimbursable Expenses Salida incurred in the previous month. In each Reimbursement Invoice, Salida shall break down the Reimbursement Expenses into the following categories: (a) Attorneys' fees; (b) Engineers' fees; (c) Water Court filing fees; (d) publication fees; and (e) SWSP filing fees.

- 7.3.2 In the first such Reimbursement Invoice, Salida also shall include all Reimbursable Expenses incurred prior to the Effective Date (e.g., fees paid to Salida's consulting water engineer for determination of the presumptive depletion factor for Lessee's proposed water use under the Augmentation plan, or for performance of an analysis to establish the amount, timing, and location of Lessee's depletions to the Arkansas River system).
- 7.3.3 No later than the Reimbursement Deadline, Lessee shall remit full payment to Salida for all Reimbursable Expenses included on that month's Reimbursement Invoice.

Section 8 – Remedies

- 8.1 Waiver. Any waiver by Salida of one or more terms of this Lease will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Lease in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.2 Cumulative remedies. Each remedy provided for in this Lease is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.
- 8.3 Venue. In the event of a dispute over this Lease, exclusive venue will lie in the District Court for Chaffee County, Colorado.

Section 9 – General Provisions

- 9.1 Merger. This Lease supersedes and controls all prior written and oral agreements and representations of the Parties with respect to Lessee's use of the Leased Credits and is the total integrated agreement between the Parties with respect to that subject.
- 9.2 Modifications. This Lease may be modified only by a subsequent written agreement executed by both Parties.
- 9.3 Assignment. Lessee may not assign its rights or obligations under this Lease without Salida's express written consent.
- 9.4 Modification. This Lease may not be modified except by means of a written instrument executed by both Parties.
- 9.5 Communications. All communications required under this Lease must be in writing (including email) and delivered to the addresses of the Parties as set forth below. All notices so given and properly addressed will be considered effective immediately upon hand delivery or email delivery; one day after deposit with an overnight delivery service; and seventy-two hours after deposit in the U.S. Mail. Either Party by notice so given may change the address to which future notices are to be sent.

Salida: Communications and payments:
City of Salida
Attn: Drew Nelson, City Administrator
448 East First Street
Salida, CO 81201
drew.nelson@cityofsalida.com

Copies of communications:
Justin Watts, Water Plant Operator
Salida Water Treatment Plant
8475 C.R. 120
Salida, CO 81201
Justin.watts@cityofsalida.com

Lessee: [[Name, address, email address]].

- 9.6 Severability. The terms of this Lease are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions will remain in full force and effect.
- 9.7 No third-party beneficiaries. Nothing in this Lease, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than Salida and Lessee.
- 9.8 No waiver of immunity. Nothing in this Lease, express or implied, waives or is intended to waive Salida's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 9.9 Joint drafting. The Parties acknowledge that this Lease represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 9.10 Counterparts. This Lease may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the Parties have executed this Lease on the day and year written below.

CITY OF SALIDA, COLORADO

By:

City Administrator

Date:

[[NAME OF LESSEE]]

By:

[[Name and title]]
Lessee

Date:

Application for Short-Term Lease of Excess Augmentation Credits
City of Salida

1. Name: _____
2. Address: _____

3. Telephone: _____
4. Email: _____
5. Preferred contact method: _____
6. Annual volume of Excess Augmentation Credits requested, in acre-feet: _____
7. Delivery location – circle one (confluence of South Arkansas River and Arkansas River or Pueblo Reservoir)
8. Beneficial use to be made of Excess Augmentation Credits, identifying decreed augmentation plan or approved SWSP in which water will be used and location of use: _____

9. If beneficial use is augmentation of irrigation, will irrigated crops include hemp? _____
_____ (Y or N). **If yes, Applicant must, as a pre-condition to the City’s execution of any lease, submit written documentation that Applicant has obtained all registrations, permits, and licenses required under both Federal and Colorado law for the cultivation and harvesting of hemp.**
10. Requested first month of delivery: _____
11. Requested delivery schedule, in acre-feet per month:

Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total

I have read the attached form of Short-Term Lease of Excess Augmentation Credits and understand the terms and conditions that will apply to my lease if this Application is approved. I agree to lease the entire amount of Excess Augmentation Credits requested in line 6 above. My Application Fee of **\$25** is submitted with this Application.

Applicant’s signature

Date: _____

SALIDA STAFF USE ONLY

Application and Application Fee received: Date: _____

Salida staff member

Application approved or denied: _____ Date Applicant notified: _____

If denied, reason for denial: _____

Salida staff member

SHORT-TERM LEASE OF AUGMENTATION CREDITS

THIS SHORT-TERM LEASE OF AUGMENTATION CREDITS (“Lease”) is made and entered into by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“Salida”), and [[NAME OF LESSEE]] (“Lessee”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 Salida owns and operates a plan for augmentation originally decreed in Case No. 84CW158 and later amended in Case Nos. 04CW124, 04CW125, and 18CW3008 (“Augmentation Plan”).
- 1.2 Salida’s augmentation supplies decreed for use in the Augmentation Plan include, without limitation, consumptive use credits derived from the changes of water rights decreed in Case Nos. 84CW158 and 04CW125 (“Augmentation Credits”) and Fryingpan-Arkansas Project Water (“Project Water”) that Salida purchases each year from the Southeastern Colorado Water Conservancy District.
- 1.3 Salida’s monthly supply of Augmentation Credits and Project Water periodically exceeds Salida’s monthly obligation to deliver water to the Arkansas River system under the Augmentation Plan and Salida’s available storage capacity, resulting in an excess of Augmentation Credits that Salida may sell or lease to other end-users for their beneficial use (“Excess Augmentation Credits”).
- 1.4 Lessee has a short-term need for Excess Augmentation Credits and is capable of placing such credits to beneficial use.
- 1.5 Salida and Lessee wish to enter into this Lease under which Lessee may make short-term use of Excess Augmentation Credits during the [[YEAR]] water year.

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

Section 2 – Definitions

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

- 2.1 “Application” means the Application for Short-Term Lease of Excess Augmentation Credits that Lessee submitted to the City Administrator.
- 2.2 “Application Date” means the date on which Lessee submitted the Application to the City Administrator and paid the Application Fee.
- 2.3 “Application Fee” means the \$25 Application review fee that Lessee paid to Salida on the Application Date.
- 2.4 “City Administrator” means the City Administrator of Salida, and the City Administrator’s designee.

- 2.5 “Decrees” means the decrees entered by the Division 2 Water Court in Case Nos. 84CW158 and 04CW125.
- 2.6 “Delivery Location” means [[the confluence of the South Arkansas River and the Arkansas River]] [[OR]] [[Pueblo Reservoir]]. [[Lease applicant will specify in the Application.]]
- 2.7 “Delivery Schedule” means the timestep on which Lessee has requested that Salida deliver Excess Augmentation Credits to the Delivery Location for Lessee’s beneficial use. The Delivery Schedule is attached as **Exhibit A**.
- 2.8 “Effective Date” means the date on which this Lease has been executed by both Parties.
- 2.9 “Lease” means this Short-Term Lease of Augmentation Credits. The Recitals in Section 1 above are fully incorporated into this Lease and made a part hereof by this reference.
- 2.10 “Leased Credits” means [[#]] acre-feet of Excess Augmentation Credits that Salida will deliver to the Delivery Location for Lessee’s beneficial use.
- 2.11 “Lease Payment” means the full annual amount due under the Lease, calculated as the Lease Rate x the number of acre-feet of Leased Credits.
- 2.12 “Lease Rate” means the rate determined in accordance with Section 3 below.
- 2.13 “Lease Term” means the period that begins on the Effective Date and continues through the earlier of March 31, [[YEAR]] [[end of the water year in which the Lease will operate]], or the date on which Salida terminates the Lease in accordance with the emergency conditions described in paragraph 5.2 below.
- 2.14 “Payment Due Date” means the Effective Date.
- 2.15 “SWSP” means a substitute water supply plan approved by the Office of the State Engineer.
- 2.16 “Transit Loss” means any loss that the Division Engineer or Water Commissioner assesses on delivery of the Excess Augmentation Credits from the Delivery Location to Lessee’s location of beneficial use.

Section 3 – Determination and Payment of Lease Rate

- 3.1 Determination of Lease Rate. Salida determines the rate at which it leases Excess Augmentation Credits based on the National Weather Service’s (“NWS”) Water Supply Forecast for the Arkansas River at Salida (“NWS Forecast”) as of the Application Date, and as follows:

NWS Water Supply Forecast – Arkansas River at Salida as percentage of 1980-2010 average	Lease rate per acre-foot of Excess Augmentation Credits
Above 110% (wet)	\$100
90% - 110% (average)	\$175
Below 90% (dry)	\$250

- 3.2 Lease Rate. The NWS Forecast as of the Application Date was [[#]]%. Accordingly, the Lease Rate is [[\$ _____]].
- 3.3 Lease Payment. The Lease Payment is [[\$ _____]] ([[Lease Rate]] x [[Leased Credits]]).
- 3.4 Penalty for late payment. If the City Administrator does not receive the Lease Payment by the Payment Due Date, this Lease will terminate automatically and Salida will not deliver Excess Augmentation Credits for Lessee’s beneficial use.
- 3.5 No refund of Lease Payment. The Lease Payment is non-refundable, even if Lessee elects to discontinue delivery of a portion or all of the Leased Credits; provided, however, that if Salida terminates the Lease because of the emergency conditions described in paragraph 5.2 below, Salida shall refund to Lessee that portion of the Lease Payment that is equal to the Lease Rate x the volume of Leased Credits that have not been delivered as of the date of such termination.

Section 4 – Terms and Conditions

- 4.1 Source of Leased Credits. Lessee acknowledges that the Leased Credits are derived from Salida’s water rights changed by the Decrees.
- 4.2 No obligation of Salida beyond delivery to Delivery Location. Except as otherwise expressly described herein, Salida’s sole obligation to Lessee under this Lease is to deliver the Leased Credits to the Delivery Location in accordance with the Delivery Schedule.
- 4.3 Lessee’s obligation to obtain approval of use of Leased Credits. Lessee’s use of the Leased Credits will be made under Lessee’s own decreed plan for augmentation, administratively approved SWSP, or other administratively approved operation.
- 4.3.1 No use of the Leased Credits will be made under Salida’s Augmentation Plan or any Salida-operated SWSP.
- 4.3.2 Lessee is solely responsible for obtaining any and all approvals necessary for Lessee’s use of the Leased Credits; provided, however, that Lessee is expressly prohibited from seeking any temporary or permanent change to Salida’s water rights or amendment of Salida’s Augmentation Plan.
- 4.3.3 In any request for approval of an SWSP that will use the Leased Credits as a source of supply, Lessee shall recite the following terms and conditions verbatim:

4.3.3.1 Salida is not a co-applicant for the SWSP and will not operate or be responsible for replacing depletions under the SWSP.

4.3.3.2 No temporary change of Salida's water rights is being requested.

4.3.4 Lessee acknowledges that Salida makes no express or implied representation or warranty that the Leased Credits will be approved for temporary use in Lessee's decreed augmentation plan, SWSP, or other administratively approved operation.

4.3.5 Lessee acknowledges that Salida makes no express or implied representation or warranty with respect to the quality of water attributable to the Leased Credits.

4.3.6 Lessee acknowledges that Salida makes no express or implied representation or warranty with respect to the suitability of the Leased Credits for Lessee's uses.

4.3.7 Lessee shall indemnify and hold Salida harmless in any litigation brought by a third party and pertaining to this Lease.

4.3.8 Lessee releases Salida from any and all liability arising from Lessee's use or non-use of the Leased Credits.

4.4 No transfer of ownership interest. Nothing in this Lease transfers or is to be construed as transferring to Lessee any ownership interest in or control over Salida's water rights, water infrastructure, or water-related interests.

4.5 Accounting.

4.5.1 Salida shall account for its delivery of the Leased Credits to the Delivery Location.

4.5.2 Lessee shall account for use of the Leased Credits in Lessee's decreed augmentation plan, SWSP, or other administratively approved operation ("Leased Credits Accounting").

4.5.2.1 Lessee shall bear any and all Transit Loss.

4.5.2.2 Within one business day of submitting its Leased Credits Accounting to the Water Commissioner or Division Engineer, Lessee shall deliver an electronic copy of such accounting to Salida.

4.6 [[This term should be included only in leases for augmentation of water use in hemp-growing operations.]] Required documentation for hemp-growing operations. As a condition of Salida's agreement to enter into this Lease, Lessee has delivered to Salida documentation that Lessee has obtained all registrations, permits, and licenses required under both Federal and Colorado law for the cultivation and harvesting of hemp.

Section 5 – Termination

- 5.1 End of Lease Term. This Lease will terminate automatically at the expiration of the Lease Term.
- 5.2 Early termination as a result of municipal emergency. Based on the climatological and hydrological conditions and the NWS Forecast as of the Application Date, Salida has made a conservative determination that it has sufficient Excess Augmentation Credits to deliver the Leased Credits to the Delivery Location without adversely affecting Salida's ability to operate its municipal system and Augmentation Plan, and therefore Salida's ability to deliver water to its municipal customers. In the event of an unforeseen change in conditions that results in a municipal emergency, such that delivery of the Leased Credits would cause or worsen a situation under which Salida is unable to meet its obligation to deliver water to its municipal customers, Salida may terminate this Lease and cease any further delivery of the Leased Credits hereunder. Salida shall give Lessee immediate written notice of any such termination and shall comply promptly with the refund requirement of paragraph 3.5 above.

Section 6 – Remedies

- 6.1 Waiver. Any waiver by Salida of one or more terms of this Lease will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Lease in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 6.2 Cumulative remedies. Each remedy provided for in this Lease is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.
- 6.3 Venue. In the event of a dispute over this Lease, exclusive venue will lie in the District Court for Chaffee County, Colorado.

Section 7 – General Provisions

- 7.1 Merger. This Lease supersedes and controls all prior written and oral agreements and representations of the Parties with respect to Lessee's use of the Leased Credits and is the total integrated agreement between the Parties with respect to that subject.
- 7.2 Modifications. This Lease may be modified only by a subsequent written agreement executed by both Parties.
- 7.3 Assignment. Lessee may not assign its rights or obligations under this Lease without Salida's express written consent.
- 7.4 Modification. This Lease may not be modified except by means of a written instrument executed by both Parties.

7.5 Communications. All communications required under this Lease must be in writing (including email) and delivered to the addresses of the Parties as set forth below. All notices so given and properly addressed will be considered effective immediately upon hand delivery or email delivery; one day after deposit with an overnight delivery service; and seventy-two hours after deposit in the U.S. Mail. Either Party by notice so given may change the address to which future notices are to be sent.

Salida: Communications and payments:
City of Salida
Attn: Drew Nelson, City Administrator
448 East First Street
Salida, CO 81201
drew.nelson@cityofsalida.com

Copies of communications:
Justin Watts, Water Plant Operator
Salida Water Treatment Plant
8475 C.R. 120
Salida, CO 81201
Justin.watts@cityofsalida.com

Lessee: [[Name, address, email address]].

7.6 Severability. The terms of this Lease are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions will remain in full force and effect.

7.7 No third-party beneficiaries. Nothing in this Lease, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than Salida and Lessee.

7.8 No waiver of immunity. Nothing in this Lease, express or implied, waives or is intended to waive Salida's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

7.9 Joint drafting. The Parties acknowledge that this Lease represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

7.10 Counterparts. This Lease may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the Parties have executed this Lease on the day and year written below.

CITY OF SALIDA, COLORADO

By:

City Administrator

Date:

[[NAME OF LESSEE]]

By:

[[Name and title]]
Lessee

Date:



Valley View School
Phase 1 Rehabilitation 2018

History of Colorado State Historical Fund
Letter of Support (March 2019)
***The Valley View School Phase 2
Rehabilitation Project***



Dear Grant Supporter,

The Board of Directors of SPOT and partners are applying to the State Historical Fund (SHF) for Phase 2 of the Valley View School (VVS) Rehabilitation Project. We are requesting Letters of Support to help preserve this piece of Chaffee County history.

Valley View School is a classic one-room 1903 schoolhouse located on CR 140 at the base of "airport hill". Unused since 1956, the school retains its historic integrity but needs further rehabilitating and modernizing for adaptive re-use. Phase 1 of the Valley View School project, was completed in 2018, which replaced the roof, rebuilt the chimney and prepared Construction Design Documents for Phase 2. Phase 2 will include the historic rehabilitation of the inside and outside of the schoolhouse. Utilities will be added to the building, providing office, bathroom, storage and meeting spaces, and the two privies, swing, flagpole and fencing will be rehabilitated on the surrounding property. The Salida School District and the Greater Arkansas River Nature Association (GARNA) plan to use the Valley View School for environmental education of K-12 students and adults, and GARNA will relocate its program headquarters there. The building will also be available for use as a community center.

Please join SPOT, the Salida School District and GARNA by writing a letter of support for *The Valley View School Phase 2 Rehabilitation Project* indicating why you like the project and how you might help to see its completion.

The letter should be written on your stationery to:

The History Colorado State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 80203 (PLEASE DO NOT SEND TO DENVER)

Please return the letter by March 20, 2019

djrhoads01@yahoo.com

Thank you,
Donna Rhoads, SPOT, President 719 221-4008

Donna Rhoads
Planner/Grant Writer
President
539-2992

Katy Grether
Grant Writer/Analyst
Vice-President
539-9656

Samantha Bahn
Educator
Secretary
221-3180

Denise Wentz
Physical Therapist
Treasurer
539-1142

Wayne Sawyer
Consultant
539-6986

Shawn Gillis
Salida Mountain Trails
221-1296

Cheryl Brown-Kovacic
Grant Writer/Educator
539-5372

Liz Weiss
Transportation Analyst
516 661-4142

Jessica Downing
Recreation Planner
303 506-2776

SPOT PO Box 748 Salida, CO 81201

SPOT aims to promote the creation, preservation, improvement and appreciation of parks, open space and trails in the greater Salida area.

March 18, 2019

The History Colorado State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 80203

Re: ***The Valley View School Phase 2 Rehabilitation Project***

Dear State Historical Fund Members,

The City of Salida supports the State Historical Fund Grant application being submitted by Salida-area Parks, Open-space & Trails (SPOT) and partners for the *Valley View School Phase 2 Rehabilitation Project*. Preserving this piece of Chaffee County history is important to us, as it will honor the past and give life to an historic building as it is used in the future.

Many Salida and Chaffee County residents have family memories of the Valley View School when it was in operation before 1956 and are excited to see it in use again. Preserving the building, flag pole, privies and swing will retain the property's historic integrity, and rehabilitating and modernizing the classroom building interior will provide for adaptive re-use.

The Valley View School is located along CR140 where our municipal water line runs. The City of Salida has agreed to partner on this project by providing a water tap to the building as an in-kind contribution. A one-mile, separated, non-motorized trail is also planned along CR140 which will connect from the existing Salida Trail System to Valley View School and up to the community airport. We support the trail extension as a crucial link for youth and adults who will be attending classes, workshops and events at the school.

The Salida Municipal Airport, located just to the west of the Valley View School, is in urgent need of meeting space with modern audio visual equipment for their growing demand for flight and ground training and conferences. Airport management is looking forward to using the services of their newly renovated "neighbor".

The City of Salida whole-heartedly supports this project which is a win-win for all of Chaffee County, saving a piece of our history and providing a modernized space for our community to embrace.

Sincerely,

P.T. Wood, Mayor
City of Salida



MARCH 2019 STAFF REPORTS

Police Department –

- Purchased two new patrol vehicles from Dallas.
- SROs have been focusing on elementary age kids and reading programs.
- A second detective position has been added and we will have a detective on duty five days a week. This position works closely with Lieutenant Martellaro on investigations.
- We are examining court cases and reviewing costs associated with hospital and lab tests. Finding ways to cut down on costs or receive reimbursement for the medical costs/lab fees incurred during an arrest.

Fire Department –

- We concluded our firefighter testing and two of our reserves were offered career positions. Cory Hesse worked his first shift on March 2nd and Mac Smith will begin employment of March 16th.
- Several staff attended the Frank DeAngelis school shooter presentation at the Scout Hut.
- Several staff attended the Pipeline Awareness Training in BV.
- Chief Bess, along with stake holders from the St. Elmo/Alpine area, State Forest Service, Chaffee County Fire, a helicopter pilot and Chaffee County Emergency Management toured the Chalk Creek drainage to pick out suitable evacuation/gathering locations as well as suitable helicopter landing zones in the event of a major fire or other disaster that could potentially block the only road out of the area.
- Multi-use facility is coming along slowly. Recent storms have slowed progress, but work is being done.

Parks/Recreation –

- Finalized and submitted a REDI Grant application to DOLA for a Market Research/Economic Impact Study for the Aquatics Center

- Held the monthly Special Events meeting March 1 covering six upcoming events.
 - Met with the Mountain Mail to establish our annual advertising schedule.
 - Released the CM/GC RFP for the Soaking Pool/Splash Pad project.
-

Community Development –

- On February 25th, the Planning Commission had a long meeting which featured an application by Greg Bayne to grow industrial hemp on his site next to the medical offices on the campus of HRRMC. Many of his neighbors spoke against the application and the Planning Commission denied the conditional use. Mr. Bayne will appeal the request to City Council next month.
 - Staff is working with the contractor who will be constructing a new wing to the library. They have applied for a variance for the required parking which will be heard by the Board of Adjustment this month.
 - Another application before the Commission includes Natural Grocers' application for a mural (creative sign) within the existing arches facing F Street.
 - Other development projects in the works includes the annexation and zoning of the two acres north of the Forest Service building; a mixed use building at the Two Rivers Commercial site; and a residential development next to the Salida Hostel on Hwy 291.
 - The Future 50 team will be working with a couple landowners in the corridor to develop case studies of what a public/private partnership could look like in the redevelopment of their sites.
-

SteamPlant/Scout Hut -

- In February both venues hosted a total of 93 events, including:
 - o four concerts; seven film presentations; six dances.
 - Purchased and installed an 8000 lumen laser projector in the theatre.
 - Updated the audio recording in Council Chambers.
-

Public Works –

- Administration:
 - o Pre-bid meeting and coordination for 2019 street project;
 - o Contract document preparation for asphalt maintenance;
 - o Work with fabricator for downtown tree guards;
 - o Caboose HAS draft review;
 - o Multi-use facility meetings.
- Streets:
 - o Snow operations;
 - o Pothole patch (only minor work is able to be completed as asphalt batch plant is not anticipated to open until mid-April);

- Survey and line out drainage improvements at multiple locations.
- Water/Wastewater:
 - Transition planning with Lonnie O. retirement planned;
 - Update to Emergency Response Plans;
 - Coordinate data for Wastewater Collection Master Plan;
 - Routine work at facilities.
- Parks/Facilities:
 - Recycling bin installations;
 - Other park maintenance;
 - Assist with broadband roll-out.