



MEETING OF THE CITY COUNCIL

City Council Chambers
448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday, April 18, 2017 6:00 p.m.

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

I. REGULAR MEETING CALLED TO ORDER –

II. PLEDGE OF ALLEGIANCE – Led by Mayor Jim LiVecchi

III. ROLL CALL

IV. PRESENTATION

Salida Scout Hut Presentation – Salida Rotary Club

V. CITIZEN PARTICIPATION – 3 minute time limit. *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*

VI. SCHEDULED ITEMS

1. **Consent Agenda** (Christian Samora)
 - a) Approval of Agenda
 - b) Approval of Minutes: April 4, 2017
 - c) Salida Rotary - Bluegrass on the Arkansas
 - d) Articipate - Salida SunFest
2. **Whittington Contract Cancellation** (Theresa Casey)
3. **Short-Term Rental Housing Regulations, 2nd Reading & Public Hearing** (Beverly Kaiser)
Ordinance 2017-07 an ordinance of the City Council of the City of Salida, Colorado, creating a new section, amended definitions, and amendments to Table 16-D in the Land Use and Development Code of the Salida Municipal Code in order to establish operational regulations for Short-Term Rental Businesses
4. **Short-Term Business Licensing Amendment, 1st Reading** (Beverly Kaiser)
Ordinance 2017-06 an ordinance of the City Council of the City of Salida, Colorado, to repeal and replace Article VI, Chapter 6 of the Salida Municipal Code pertaining to Short-Term Business Licensing
5. **Repeal of Panhandling Regulations, 2nd Reading & Public Hearing** (Guy Patterson)
Ordinance 2017-08 an ordinance of the City Council of the City of Salida, Colorado, repealing Section 10-5-40(a)(2) of the Salida Municipal Code and Creating Section 10-5-150, establishing regulations with regard to aggressive panhandling within corporate City Limits
6. **Approval of Ground Lease at Harriett Alexander Field, 2nd Reading & Public Hearing** (Zech Papp)
Ordinance 2017-09 Approving a Ground Lease with O.A. Pesnell

7. **Centennial Park Tennis & Pickleball Courts Grant Agreement** (Theresa Casey)
Resolution 2017-23 authorizing the City Administrator to enter into an agreement on behalf of the City and with Great Outdoors Colorado, accepting the terms of a grant for the Centennial Park Tennis/Pickleball Court Project
8. **Additional Budget Appropriation for Community Funding** (Guy Patterson)
Resolution 2017-22 appropriating additional sums of money in the General Fund for the 2017 Budget
9. **Additional Budget Appropriation for Salida Airport** (Guy Patterson)
Resolution 2017-24 appropriating additional sums of money in the General Fund for the 2017 Budget
10. **Annexation of Snyder Property, 1st Reading** (Beverly Kaiser)
Ordinance 2017-10 annexing to the City of Salida a certain tract of land in unincorporated Chaffee County known as the Snyder Annexation
11. **Annexation Agreement for Snyder Annexation, 1st Reading** (Beverly Kaiser)
Ordinance 2017-11 approving the Snyder Annexation Agreement
12. **Zoning of Snyder Annexation, 1st Reading** (Beverly Kaiser)
Ordinance 2017-12 zoning a part of certain real property known as the Snyder Annexation under the Residential Mixed Use Zone District with inclusion in the Highway 50 corridor overlay
13. **Annexation of Heart of the Rockies Medical Center, 1st Reading** (Beverly Kaiser)
Ordinance 2017-13 annexing to the City of Salida a certain tract of land in unincorporated Chaffee County known as the HRRMC Annexation
14. **Annexation Agreement for Heart of the Rockies Medical Center, 1st Reading** (Beverly Kaiser)
Ordinance 2017-14 approving an annexation agreement with Heart of the Rockies Regional Medical Center, for the annexation of certain real property into the City
15. **Zoning of Heart of the Rockies Medical Center, 1st Reading** (Beverly Kaiser)
Ordinance 2017-15 zoning certain real property known as the Heart of the Rockies Medical Center (HRRMC) Lot 1-A Annexation as Commercial C-1 zone district
16. **Administrator/Deputy City Clerk**
 - City Administrator Report –Guy Patterson
 - Deputy City Clerk Report – Christian Samora
17. **Elected Official Reports**
 - City Clerk – Betty Schwitzer
 - City Treasurer – Theresa Cortese
 - City Council- Michael Bowers, Hal Brown , Cheryl Brown-Kovacic, Rusty Granzella, Melodee Hallett and Eileen Rogers.
 - Mayor – Jim LiVecchi

VII. NEW BUSINESS

VIII. OLD BUSINESS

IX. ADJOURN –

[SEAL]

City Clerk

Mayor



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 1.	Administration	Christian Samora

ITEM:

Consent Agenda

BACKGROUND:

- April 4, 2017 Minutes
- Articipate is requesting use of Riverside Park on May 26th for the Annual SunFest in the park. This request does include a special events liquor permit. Articipate is also requesting a waiver of fees for the event. The total fee for this event is \$555.00.
- The Salida Rotary Charitable Fund is requesting use of Riverside Park on May 27th and 28th for the annual Bluegrass on the Arkansas event. This request does include a special events liquor permit.

FISCAL NOTE:

STAFF RECOMMENDATION:

SUGGESTED MOTION:

If Council wishes to approve the items on the consent agenda;

A Council Member should make a motion to combine and approve the items on the consent agenda. Followed by a second, and then a simple voice vote. It should be specified as to whether the fee waiver is included in the approval of the Consent Agenda.



MEETING MINUTES OF THE CITY COUNCIL

City Council Chambers
448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday, April 4, 2017 6:00 p.m.

I. REGULAR MEETING CALLED TO ORDER –

II. PLEDGE OF ALLEGIANCE – Led by Mayor Jim LiVecchi

III. ROLL CALL

All members of City Council and staff were present.

IV. PRESENTATION

V. CITIZEN PARTICIPATION – 3 minute time limit. *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*

VI. SCHEDULED ITEMS

1. **Consent Agenda** (Christian Samora)
 - a) Approval of Agenda
 - b) Approval of Minutes: March 21, 2017
 - c) Easter Egg Hunt Fee Waiver Request
 - d) Cancellation of Whittington Contract

LiVecchi requested that item “d” be removed from the Consent Agenda.

Brown motioned to combine and approve items “a” through “c” on the Consent Agenda. Granzella seconded the motion.

Brown-Kovacic asked for clarification as to why “d” was removed from the Consent Agenda.

LiVecchi stated that a Council Member asked for more information and there was not enough time to compile the information.

With all in favor, THE MOTION CARRIED.

2. **Adjustment of Ward Boundary Lines, 2nd Reading & Public Hearing** (Schwitzer & Samora)
Ordinance 2017-05 an ordinance of the City Council of the City of Salida, Colorado, altering the City Ward Boundaries

Schwitzer gave an introduction and provided background information. She reported that 605 notices were sent out following the City Council’s request to notice residents that would have a change in what Ward they reside in.

Mayor LiVecchi opened the Public Hearing.

There was not any comment from the public.

Mayor LiVecchi closed the Public Hearing.

Granzella motioned to approve Ordinance 2017-05 an ordinance of the City Council of the City of Salida, Colorado, altering the City Ward Boundaries and ordering the ordinance to be published by title only. Brown seconded the motion. With all in favor, THE MOTION CARRIED.

3. Short-Term Business Licensing Amendment, 1st Reading (Beverly Kaiser)

Ordinance 2017-06 an ordinance of the City Council of the City of Salida, Colorado, to repeal and replace Article VI, Chapter 6 of the Salida Municipal Code pertaining to Short-Term Business Licensing

Patterson asked Council to continue to a date certain. Patterson is looking at ways to accomplish the inspections and would like to have the issue at the next work session.

Brown-Kovacic asked if the liability issue would be covered as well.

Patterson stated that in a sense it would be covered as well.

Brown motioned to continue to the ordinance to the April 18, 2017 City Council meeting. Brown-Kovacic seconded the motion. With all in favor, THE MOTION CARRIED.

4. Repeal of Panhandling Regulations, 1st Reading (Guy Patterson)

Ordinance 2017-08 an ordinance of the City Council of the City of Salida, Colorado, repealing Section 10-5-40(a)(2) of the Salida Municipal Code and Creating Section 10-5-150, establishing regulations with regard to aggressive panhandling within corporate City Limits

Patterson gave an introduction and provided background information.

Brown motioned to approve Ordinance 2017-08 an ordinance of the City Council of the City of Salida, Colorado, repealing Section 10-5-40(a)(2) of the Salida Municipal Code and Creating Section 10-5-150, establishing regulations with regard to aggressive panhandling within corporate City Limits, setting a public hearing for April 18, 2017 and ordering the ordinance to be published in full. Granzella seconded the motion. With all in favor, THE MOTION CARRIED.

5. Approval of Ground Lease at Harriett Alexander Field, 1st Reading (Zech Papp)

Ordinance 2017-09 Approving a Ground Lease with O.A. Pesnell

Papp gave an introduction and provided background information.

Papp explained what the request was and explained that Pesnell is willing to pay for \$30k of the construction of a new taxi way that would allow access to both sides of the T-Hangar. The taxiway would serve more than just the single structure.

Papp stated that he received estimates for what it would cost to construct the taxiway.

Papp explained further that the area is not compliant for FAA funding to construct and grant funds could be used for other projects in the future instead.

Hallett asked what would make the width compliant in the future.

Papp stated that the airport could apply for a modification to standard specifications.

Brown asked if the lease is approved, is the Council committing the City to pay \$20k. Papp stated that the Hangar lease will have a second reading for final approval.

Brown-Kovacic asked him how long it'll take to build. Papp stated the last hangar took under three months to construct.

Rogers stated that the first decision is whether the Council wants to support the decision to build the taxi way.

Granzella asked if there are new jobs coming with the operation.

Papp did not believe it would be creating any new jobs.

Rogers motioned to approve Ordinance 2017-09, an ordinance of the City Council, City of Salida, approving a Ground Lease with O.A. Pesnell. Brown-Kovacic seconded the motion.

Brown stated that he is in support. He stated that the Council needed to look at budget impacts. Patterson will bring the information back to Council regarding the budget and where the funds would be in the budget.

Patterson stated that is \$50k in the budget for the Airport. Papp stated that the 50k is for operations.

With all in favor, THE MOTION CARRIED.

6. Mutual Aid Agreement (Doug Bess)

Resolution 2017-20 approving mutual aid agreement between the City and Western Fremont and Custer County Fire Agencies

Council Member Bowers arrived.

Bess gave an introduction and provided background information.

Rogers motioned to approve Resolution 2017-20, a resolution of the City Council, City of Salida, approving mutual aid agreement between the City and Western Fremont and Custer County Fire Agencies. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

7. Settlement in Tafoya Case (Ben Kahn)

Resolution 2017-21 approving a settlement agreement between the City of Salida and Steven Tafoya

LiVecchi gave an introduction and provided background information.

LiVecchi stated that the City owed Tafoya \$515 and Tafoya agreed to waive the claims.

Brown motioned to approve Resolution 2017-21, a resolution of the City Council, City of Salida, approving a settlement agreement between the City of Salida and Steven Tafoya. Granzella seconded the motion. With all in favor, THE MOTION CARRIED.

8. Additional Budget Appropriation (Guy Patterson)

Resolution 2017-22 appropriating additional sums of money in the General Fund for the 2017 Budget

Patterson gave an introduction and provided background information. Patterson stated that the entire \$30k was expended and this would be an amendment to that item. Patterson stated that both requests could be funded, one or none could be funded.

Brown-Kovacic stated that the committee was trying to be creative and thought the Rails to Trails could come out of the CTF. Patterson stated that because the City does not yet have ownership, it cannot be used. Patterson continued to state that GARNA is subsidizing the sewer and funding the request would help the community garden.

Granzella clarified that the building has the sewer and the garden is only watering plants, there is no real discharge.

Hallett stated that she doesn't know of anyone else that sewer fees have been forgiven for.

Brown-Kovacic motioned to approve Resolution 2017-22, a resolution of the City Council appropriating additional sums of money in the General Fund for the 2017 Budget in the amount of \$1,550. Rogers seconded the motion.

Hallett asked how much was donated for other trail projects. Patterson read from the previously-approved requests.

Granzella asked for a friendly amendment to the motion to verify that there is not a major water leak.

Brown-Kovacic accepted the amendment.

Bowers motioned to continue the resolution until the next meeting. Brown seconded the motion. With all in favor, THE MOTION CARRIED.

9. Administrator/Deputy City Clerk

- City Administrator Report –Guy Patterson
Patterson reported that the dog park clean-up will be on April 22, 2017.
The Chaffee County quarterly intergovernmental meeting will be in Buena Vista.
Patterson stated that he met with David Lady, Lonnie Oversole and Jennifer Dilalla and that Oversole has a tremendous amount of knowledge.
Deputy City Clerk Report – Christian Samora
Samora reported that there is a request included in the Council Packet is a request from Liz McQueen to place crochet on planters on the F Street bridge from the end of May until FIBArk.
The Council did not have any objection.

10. Elected Official Reports

- City Clerk – Betty Schwitzer
- City Treasurer – Theresa Cortese
- City Council- Michael Bowers, Hal Brown , Cheryl Brown-Kovacic, Rusty Granzella, Melodee Hallett and Eileen Rogers.
Brown-Kovacic stated that she has received a number of complaints regarding the LED street lights. Patterson stated that they are investigating lower wattage.
Rogers stated that she read an article about the issue and provided Patterson with a copy of the article.
Bowers stated that the City Council had previously discussed the LED to lower cost. Bowers stated that the lights offer better light and make the area safer.
- Monika Griesenbeck stated that her personal feeling that it gives the streets the charm of a Wal-Mart parking lot. She felt it was really intrusive and it's not really illuminating that much. She asked if shades could be placed over the light fixtures to help shield the light.
Brown-Kovacic referenced night skies.
The Council was in agreement to look into making adjustments to the street lights as needed.

VII. NEW BUSINESS

Rogers read the proposed addition to the Attorney's Scope of Work. Rogers also provided a copy to the Deputy City Clerk.

Brown asked if there could be a scheduled report regarding the light issue.

Brown asked for a new agenda item to discuss how long meetings can go because it used to be that the

Council would have to make a motion and approve going past 8pm.

VIII. OLD BUSINESS

Hallett referenced the 4-way stop on 3rd and D street and felt the City Council should discuss the issue. The issue will be on a future work session.

Hallett felt there should be something to allow events like the Easter egg hunt to avoid it going to council for the decision.

Bowers reported that the boulders have not been placed because of the weather. There will be a rock placed on the east side of F Street. They anticipate doing it on Thursday or Friday and another rock will be placed on the south side of the river, west of the boat ramp. Bowers stated that they looked into sandblasting. They are looking in the area of \$1000 for each rock to have the sandblasting work completed. The dedication will be the first weekend in June before FIBArk.

Patterson stated that perhaps it could be offset by private donations as well.

There was consensus to move forward with having the rocks engraved.

LiVecchi reported that he spoke to Lori Roberts and she provided a name to a person that owns the car wash next to loaf and jug that may be interested in providing water services. Patterson will be in contact.

The next Housing Task Force agenda is looking at having an interim housing authority. He stated that the codes will also be discussed. PT Wood, Joe Deluca and Kristi Jefferson are a subcommittee looking into code changes. There will also be a presentation by the Lau's regarding mobile homes.

LiVecchi stated that Samora has done an excellent job and stepped up for fill in during the transition. He stated that he spoke to Patterson regarding PIO and recommended leaving the position at the current pay to offset additional responsibilities. He stated that anyone can count on Samora to get a job done.

Patterson stated that Samora has been invaluable and would like to put more on Samora's plate and compensate accordingly.

IX. ADJOURN –

Brown motioned to adjourn. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

[SEAL]

Deputy City Clerk

James LiVecchi, Mayor

APPLICATION FOR A SPECIAL EVENTS PERMIT

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:
2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Salida Rotary Charitable Fund & Salida Rotary Club

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
Salida CO 81201

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

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

Paula Veltri

7/29/55

205 Poncha Blvd Salida

539-6125

5. EVENT MANAGER

Tom Mansheim

9/22/57

53 Trailside Salida

847-7156020

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	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
5-27	6 PM	10 PM		5-28	10 PM	10 PM													

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

[Signature]

TITLE

Treasurer

DATE

2-23-17

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

☐ CITY

☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

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 2-23-2017

1. Event location(s): Riverside Park
2. Date(s) & times(s) of event: May 27th (6pm to 10pm) May 28th (noon to 10pm)
3. Individual or organization sponsor(s): Salida Rotary Club
Address: PO Box 155, Salida CO 81201
Telephone: 847-715-6020 cell Email: tom.mansheim@highcountrybank.net
4. Contact person: Tom Mansheim
Address: 53 Fairside Circle Salida CO 81201
Telephone: 847-715-6020 cell Email: tom.mansheim@highcountrybank.net
5. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
Bluegrass on the Arkansas (annual club fundraiser)
6. Estimated number of people: 200 - 500
7. Are street closures proposed in your event? Yes If yes, where and when? Northside of Sackett from E to F
- 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.

Date:

Park:

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

11. Will you need electricity? Yes X No _____
If yes, for what purpose? PA, Bands and Beer trailers
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 X 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 X 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 X 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 X maybe No X

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc)?

Would like police assistance if cars are still parked on Sackett Street (northside only) on Saturday
Date(s) and time(s) officers needed: _____

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

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

Volunteers will have cellphones to contact 911 in the event of an emergency

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:

\$ 150 \$50/4 hours or \$100/park/day

Electricity:

20 \$10

Damage Deposit:

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

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

Liquor Permit:

100 Make out two checks:
\$25 to Colorado Department of Revenue and
\$75 to the City of Salida

**Total Fees
to City of Salida:**

\$ 270 sa fees
\$ 150 Deposit

Make checks payable to the City of Salida, unless otherwise noted.

PRE-EVENT CHECKLIST:

☐ Event Insurance •• Fax copy to City Hall (719-539-5271) & SHSAC (719-539-7708).

☐ Fees collected

- Liquor - City \$75
- Liquor - State \$25
- Damage Deposit \$75 or \$150
- Park Fees (see above)
- Electricity \$10
- Additional services

☐ Trash removal arranged

☐ Toilets arranged

☐ Liquor license

☐ Sales tax license

☐ Food vendor's license

☐ Amplified sound permit

☐ Street closure petition

Pre-event meeting scheduled on: (Date)_____.

Provisions for Park Rentals and Park Rules

The following rules are enforced unless prior City approval or permit has been obtained.

1. Event permit is limited to four (4) consecutive days.
2. Event must end at 10 PM, which is close of City Parks. (Exception: Centennial and Marvin Parks close at 11pm, Sunday through Thursday).
3. No amplified sound without a special permit.
4. No alcohol allowed without a special permit.
5. No dogs allowed.
6. No camping allowed.
7. No glass containers allowed.
8. **City Ordinances remain in effect.** This includes "No Parking" signs enforced. Free public parking is available at Sackett and 3rd (Arkansas Headwaters Recreation Area) and at 3rd and G Street (next to Safeway) and outside the downtown area.
9. Care for underground sprinkler systems prohibits wheeled carriers (except in designated areas) and no objects are to be driven into the ground.
10. Person or Organization reserving park will:
 - a. Secure and pay for any additional services required;
 - b. Be charged for any damage incurred during scheduled use of the park;
 - c. Be responsible for and arrange for park clean-up/trash removal;
 - d. Arrange for additional toilets if there are more than 100 people.
11. Provisions for event insurance may be required. Evidence of liability insurance will be required covering both the applicant **and** the City of Salida in the minimum amounts of \$1,000,000/person/occurrence for any event requiring Council approval. Apply for Special Events insurance through your insurance carrier.

Events permitting alcohol require liquor liability coverage, which must be included with your application.

Parks with electricity include Alpine, Centennial (pavilion), Thonhoff and Riverside. An extra fee of \$10 is required for electricity use. For electricity inside the Riverside Park band shell, please pick up the stage door key from the Salida Hot Springs Aquatic Center BEFORE the event and return it there afterwards. **Damage deposit will be kept if key is not returned.**

Fire Department Inspection - Events with vendors and/or events with entertainment on the Riverside Park band shell stage are subject to inspection by the Salida Fire Department.

Barricades: If available, Salida Public Works will allow event organizers to use City barricades for street closures. Call the Public Works Department during business hours, (719) 539-6257, 7:30 AM - 4 PM Monday through Friday to make arrangements to pick up and return them. The event sponsors will be responsible for any weekend security of City property.

Permit #: _____

CITY OF SALIDA
AMPLIFIED SOUND PERMIT

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

Permittee: Salida Rotary Club

Address: PO Box 155
Salida CO 81201

Telephone: 847-715-6020

Individual supervising sound (if different from Permittee): SRC (same)

Activity/event: Bluegrass on the Arkansas

Type of sound amplification equipment authorized (if any): speaker/sound system for 8 bluegrass bands

Location: Riverside Park

Date(s): May 27th (6pm-10pm) May 28th (noon to 10pm)

Hours of operation: 6pm-10pm & noon to 10pm

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

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

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 _____

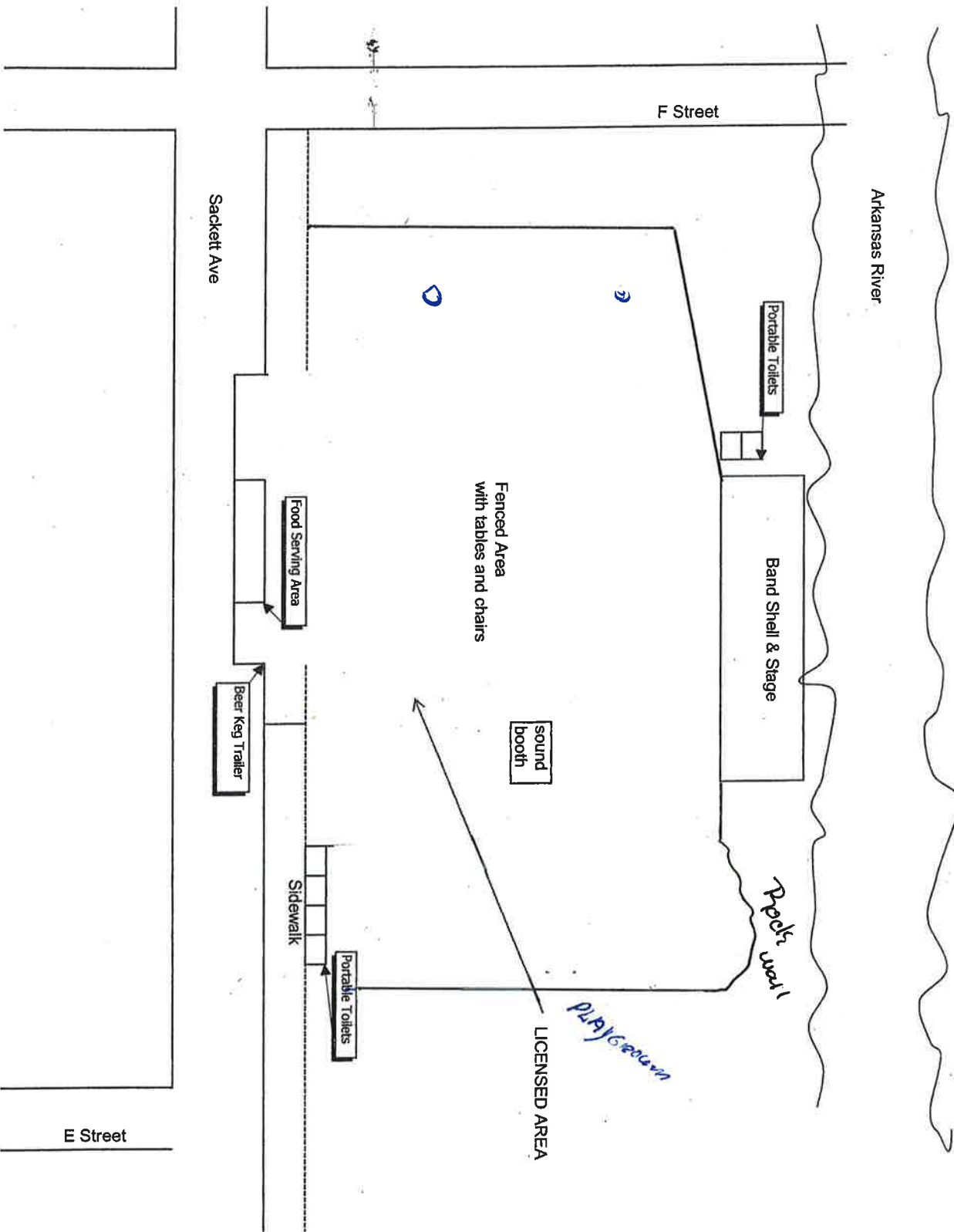
City of Salida: _____ (City Administrator)

Accepted and agreed to by the Permittee: _____

Date: _____

Copies to: Police ____ Public Works ____ Fire ____ City Clerk ____

Riverside Park, Salida, CO





CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
02/23/2017

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

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

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies	FAX (A/C, No): 1-312-681-6769	
	PHONE (A/C, No, Ext): 1-800-921-3172	E-MAIL ADDRESS: rotary@lockton.com	
INSURED 1393456 All Active US Rotary Clubs & Districts Salida Rotary Club Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES ROTIN01

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			015375594	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			015375594	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ XXXXXXXX E.I. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.I. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

Salida Rotary Club
PO Box 155
Salida, CO 81201

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

AUTHORIZED REPRESENTATIVE

Please Return to christian.samora@cityofsalida.com

Special Event
Check List for City of Salida Departments

Applicant: Salida Rotary Club Bluegrass on the Arkansas – May 27 – May 28, 2017 Riverside Park

Business address: PO Box 155, Salida, Colorado 81201

Contact Person: Tom Mansheim Phone number: 719-530-8832

This request includes:

Amplified Sound ☒ Street closures ☐ City Property Use ☒ Liquor License ☒

City Clerk:

Do you recommend approval? Yes ☒ No ☐

Comments: _____

Compliance Issues: _____

See Attached: _____

Signed: _____

Date: 3/3/2017

Police Department:

Do you recommend approval? Yes ☒ No ☐

Comments: _____

Compliance Issues: _____

See Attached: _____

Signed: _____

Date: 3/3/17

Public Works Department:

Do you recommend approval? Yes ☒ No ☐

Comments: Market as no-dog event

Compliance Issues: _____

See Attached: _____

Signed: _____

Date: 3/3/17

Fire Department:

Do you recommend approval? Yes ☒ No ☐

Comments: _____

Compliance Issues: _____

See Attached: _____

Signed: _____

Date: _____

Recreation:

Do you recommend approval? Yes ☐ No ☐

Comments: _____

Compliance Issues: _____

See Attached: _____

Signed: _____

Date: 3/3/17

Do you recommend approval? Yes ☒ No ☐



4/5/2017

To whom it may concern,

Articipate would like to sponsor the 3rd annual Salida SunFest, Free Youth Music Festival again this year.

The date for this event will be the last day of school, Friday May 26th and Friday, May 27th from 5:00 pm – 10:00 pm.

Central Colorado Sound will be providing production for this event as well as the Bluegrass festival the following Saturday and Sunday.

This event was very well received the last 2 years and we received so many requests from participants and audience members that we wish to make it an annual event.

Several audience members and parents requested that we have beer and food so we have applied for a liquor license this year and will have a food truck.

We would very much like to bring the City of Salida on board as a Gold sponsor of this free, community event for our young people if they wave the fees for the park and the licenses.

Thank you,

A handwritten signature in black ink, appearing to read "Trevor Davis".

Trevor "Bones" Davis

Sponsorship levels this year are:

Platinum \$1000

Large banner (up to 24 sq. ft. provided by sponsor) flown at event.

Prominent mention on the \$1000 radio ad buy

Large logo on posters

Minimum of 8 shout outs at the event

Gold \$500

Medium banner (up to 12 sq. ft. provided by sponsor) flown at event.

Prominent mention on 1/2 of the \$1000 radio ad buy

Medium logo on posters

Minimum of 4 shout outs at the event

Silver \$250

Small banner (up to 6 sq. ft. provided by sponsor) flown at event.

Small logo on posters

Minimum of 2 shout outs at the event

Ryan O'Brien is designing the posters now.

Please let me know if you will once again be able to lend your monetary or in-kind support to this great opportunity for our region's young people.

DR 8439 (06/28/06)

COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1375 SHERMAN STREET

DENVER CO 80261

(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

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 |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | FACILITIES |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Articipate

State Sales Tax Number (Required)

26-3799359

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

1239 D Street Salida, CO 81201

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

Riverside Park / Amphitheater Salida, CO

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

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

Trevor Davis

5/31/63

1239 D Street Salida, CO 81201

719 297 3422

5. EVENT MANAGER

Trevor Davis

5/31/63

1239 D Street Salida, CO 81201

719 207 3422

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 5/26/2017

Hours From 5:00 p .m.
To 10:00 p .m.

Date

Hours From .m.
To .m.

Date

Hours From .m.
To .m.

Date

Hours From .m.
To .m.

Date

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

Articipate Executive Director

DATE

4/5/2017

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

☐ CITY☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

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

License Account Number

Liability Date

State

TOTAL

-750 (999) \$

.

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ARTICIPATE

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20123029289.

The status of its registration is **GOOD**, and this status has been in effect since 07/21/2016.

The organization's registration is or was due to be renewed by 08/15/2017.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 07/21/2016.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 07-21-2016 13:07:15



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.



DR 0140 (02/18/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE
COLORADO
COUNTY
CHAFEE

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
30047749-0000	31	0206	010	L	070115	Jan	20	16	2017

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: NO PHYSICAL LOCATION CHAFFEE COUNTY CO

**THIS LICENSE IS NOT
TRANSFERABLE**



EDDY OUT GRILLE LLC
ATTN: EDDY OUT GRILLE
PO BOX 183
SALIDA CO 81201-0183

Barbara J. Broke

Executive Director
Department of Revenue

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
LICENSE TO OPERATE A RETAIL FOOD ESTABLISHMENT

3289
\$255.00

ACCOUNT NUMBER use for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	indust	type	liability date	month	day	year	
30047749-0000	08			B	08/04/2015	01/05/2016			2016

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION:

10830 County Road 165
SALIDA, CO 81201

Eddy Out Grille LLC
Eddy Out Grille
PO BOX 183
SALIDA, CO 81201

This certifies that licensee shown hereon
is authorized and licensed to engage
in business in accordance with the
provisions of the law and regulations of
the Colorado Department of Public Health
and Environment. Any alterations made
on this license will automatically make it
null and void.

**POST IN A
CONSPICUOUS
PLACE**

License Issued By Chaffee County Environmental Health

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE
COLORADO
COUNTY
CHAFFEE

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
30047749-0000	31	0206	010	L	070115	Jan	20	16	2017

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**POST IN A
CONSPICUOUS
PLACE**

License Issued By Chaffee County Environmental Health

CITY OF SALIDA

PARK RESERVATIONS

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

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

Date of application 4/5/17

Date:

1. Event location(s): RIVER SIDE PARK / AMPHITHEATRE
2. Date(s) & times(s) of event: 8 AM 5/26/17 - 10 PM 5/26/17
3. Individual or organization sponsor(s): ARTICIPATE
Address: 1239 D ST SALIDA CO 81201
Telephone: 719 207 3422 Email: BONESDRUMS@GMAIL.COM
4. Contact person: TREVOR BONES DAVIS
Address: SAME AS ABOVE
Telephone: _____ Email: _____
5. Plans for proposed activity. This application must be accompanied by a **cover letter** to Salida City Council explaining details of the event.
SUNFEST YOUTH FESTIVAL
6. Estimated number of people: 150
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.

- (If yes, please fill out the attached AMPLIFIED SOUND PERMIT.)**

- If yes, for what purpose?

(A fee of \$10/day will be charged for events requiring electricity.)

- must have additional portable toilets.** (Local providers are: Arkansas Valley Porta Pots (719) 539-9957; CP's Portables (719) 539-4985.)

- You are responsible for trash removal during and after your event. Local trash company, Waste Management, contact is (719) 539-6911. Will you be renting trash/recycling containers?

Yes X 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.

- 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 cooking or using an open flame must have a fire extinguisher within the booth. Vendors with deep fryers must have a hood system with a current inspection tag.

- If yes, please fill out the attached Multiple Vendor Event Permit application and submit it along with the necessary fees.**

- If yes, please fill out the attached Application for Special Events Liquor Permit and submit it along with the necessary fees.**

A Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations.

EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 30 DAYS BEFORE THE EVENT.

- Yes _____ No X If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc)? _____

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

18. Where do you plan for people to park for your event? STREET BUT MOSTLY BIKES

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

20. 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. The City of Salida may be able to provide special event insurance options. Please contact Jan Schmidt at (719) 530-2623 for more information.**

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

Signed:

Event Sponsor: _____

Date: _____

4/5/17

APPLICATION B Fees:

Park Fee:	<u>100</u>	\$50/4 hours or \$100/park/day
Electricity:	<u>10</u>	\$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.
	<u>150</u>	\$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:	<u>100</u>	Make out one check. \$100 to the City of Salida
Multiple Vendor:	<u>95</u>	\$75 to the City of Salida \$20 per vendor to the City of Salida
Total fees:	<u>455</u>	

Make checks payable to the City of Salida, unless otherwise noted.

PRE-EVENT CHECKLIST:

- ☐ Event Insurance •• Fax copy to City Hall (719-539-5271) & SHSAC (719-539-7708).
- ☐ Fees collected
 - Liquor - City \$100
 - Multiple Vendor (see above)
 - Damage Deposit \$75 or \$150
 - Park Fees (see above)
 - Electricity \$10
 - Additional services
- ☒ Trash removal arranged
- ☒ Toilets arranged
- ☐ Liquor license
- ☐ Sales tax license
- ☐ Multiple vendor event permit
- ☐ Amplified sound permit
- ☐ Street closure petition

Pre-event meeting scheduled on: (Date) _____.

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 Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: ARTICULATE

Address: 1239 D ST SALIDA CO 81201

Telephone: 719 207 3422

Individual supervising sound (if different from Permittee): CENTRAL COLORADO SOUND

Activity/event: SUNFEST

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

Location: RIVERSIDE PARK

Date(s): 5/26/17

Hours of operation: 1 PM - 10 PM

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

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

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 _____

City of Salida: _____ (City Administrator)

Accepted and agreed to by the Permittee: _____

Date: _____

Copies to: Police ____ Public Works ____ Fire ____ City Clerk ____



City of Salida
Multiple Vendor Event Permit Application

Date of Application 4/5/17

Event Name: SUNFEST

1. Event location(s): RIVERSIDE PARK
2. Date(s) & times(s) of event: 8AM 5/26/17 - 10PM 5/26/17

3. Individual or organization sponsor(s): ARTICIPATE
Address: 1239 D ST SALIDA CO 81201
Phone: 719 207 3422 E-mail: BONES DRUMS@GMAIL.COM

4. Contact Person: TREND BONES DAVIS
Phone: 719 207 3422 E-mail: BONES DRUMS@GMAIL.COM

5. List Participating Vendors:

REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR

EDDY OUT FOOD TRUCK

(If additional space is needed, please attach a list of participating vendors.)

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

Copy of Insurance Attached (Yes or No) _____

Required Fees and Checklist:

☒ \$75 Application Fee

☒ \$20 per participating vendor: Number of Vendors 1 X \$20 = \$20.00

☐ Current Colorado Sales Tax License for each participating vendor

☐ Proof of Insurance

Signed:

Event Sponsor: 

City of Salida: _____

Date: 4/5/17

Date: _____




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2017

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PRODUCER Liz Petersen Insurance Agency, Inc. State Farm Insurance 102 E 4th Street Salida, CO 81201 		CONTACT NAME: Liz Petersen PHONE (A/C, No. Ext): 719-539-6265 E-MAIL: janet@lizpetersen.com ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No.): 719-530-0343 NAIC #: 25143
INSURED Trevor Davis 1239 D Street Salida CO 81201				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			96-BR-T609-6	09/14/2016	09/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Bus Property \$ 100,700
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS						
	SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

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

CERTIFICATE HOLDER

CANCELLATION

City of Salida Recreation Department
448 E 1st Street #112
Salida, CO 81201

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

AUTHORIZED REPRESENTATIVE



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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 2.	Salida Recreation	Theresa Casey

ITEM: Cancellation of the remainder of the Amendment to the Sarah F. Whittington Architectural Services Agreement.

BACKGROUND:

In late 2015 the then City Council approved amendments to the DSI and Sarah Whittington agreements to add an outdoor soaking pool and spray feature to their current Locker Room agreements. A concerned citizen objected to the process of the amendments, as did several City Council members, and he filed suit. On December 1, 2015 the City Council passed a resolution voiding the DSI amendment to the agreement. The Whittington agreement was not cancelled. Staff was directed to move forward with Whittington to further develop the cost estimates.

On March 14, 2016 during a City Council Worksession, Council questioned the City's water discharge permit with CDPHE. Concerns included the possible costs of mandates that CDPHE might put on the City. Because of the concerns, and the possibility that the pool splash pad may be a few years down the road, Council decided to put off the engineering and construction of the outdoor features. Council gave direction that staff should return when the CDPHE issue was resolved. Staff should have returned with a proposal to cancel the Whittington amendment at that time, it was not done.

Some design and engineering was completed and now serves as the basis for the project as it goes forward. Whittington was paid for work completed.

Because Council determined the waiting until the CDPHE issue was resolved, staff put the project aside. Again the Whittington amendment should have been cancelled and was not.

January 18, 2017 City Council Worksession with the Recreation Advisory Board. At this meeting after hearing the presentation and asking questions, Council gave staff direction to proceed with a RFQ for engineering so they could get a reliable cost estimate for the project.

FISCAL NOTE:

Whittington was paid for work completed, that work product is now being used as the basis for the work to be completed with Cloward. (Whittington was paid \$19,185 of a \$38,370 amendment, leaving \$19,185 unexpended.

STAFF RECOMMENDATION:

Staff recommends cancellation of the remainder of the Sarah F. Whittington Architectural Services Agreement.

Suggested Motions:

Make a motion to cancel the remainder of the Amendment to the Sarah F. Whittington Architectural Services Agreement.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 3.	Community Development	Beverly Kaiser

ITEM:

Short Term Housing Regulations

BACKGROUND:

For the past two years, the City of Salida has been working on addressing issues associated with the use of residential structures as short-term rentals (rented to visitors for less than 30 days). Initially the City required that those renting their home as a short-term rental simply apply for a “Short Term Rental Business License” and pay the appropriate lodging tax, sales tax, and any other relevant fees. Increasing community concern about the negative effects of these vacation rentals on the character of residential neighborhoods and the loss of long-term rental housing led to the City adopting a moratorium on the approval of any more short-term rental licenses in residential zones until the City could adequately address the problem through developing regulations for short-term rentals.

Following numerous public meetings, a public forum, staff research, public hearings, and repeated Planning Commission and City Council review, the proposed Amendments to the Salida Land Use and Development Code Regarding Short Term Rentals are now ready for adoption at second reading of Ordinance No. 2017-07.

The new regulations accomplish the following:

- Define the terms under which a property owner must apply for a short-term business license.
- Permit short-term rentals in commercial zones without a cap on the number, yet a short-term rental business license is required for these units as well as residential short-term rentals.
- Clarify that a separate short-term business license is required for each short-term rental property and that the permit may be issued only to the owner of the property. No more than one short-term business license is permitted per property owner.
- Establish regulations for the content of a notice to be posted in each unit.
- Establish a maximum number of permitted short-term rentals in the residential zone districts of 3 ½ percent of the total number of dwelling units eligible as short-term rentals (i.e. not to include apartment units and accessory dwelling units) in residential zones. If a waiting list occurs as a result of the maximum being met, new qualifying units will be approved on a first come, first serve basis.
- Establish a maximum number of calendar days a year (185) that short-term rentals may be rented in the residential zone districts.
- Establish a locational restriction of one short-term rental unit per street segment (which includes the dwelling units on both sides of the street) in the residential zones.
- Include stipulations regarding noise, parking, and number of occupants.

During the City Council meeting at which the first reading of the short-term rental ordinance was presented (March 21, 2017), staff expressed concern about short-term room rentals. Staff felt that placing them under the category of Bed and Breakfast Inns under “administrative review” (as they are now in the proposed ordinance)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 3.	Community Development	Beverly Kaiser

could potentially become a loophole. This could be a way to circumvent the maximum 3 ½ % in residential zones, the maximum permitted number of days a year a STR may be rented, and the limit of “one per street segment.” Staff felt that the STR room rentals should be included in the pool for all short-term rentals. However, at the March 27, 2017 Planning Commission meeting, the Planning Commission informally discussed the issue of short-term room rentals and the majority of the Commissioners strongly did not concur with staff. Therefore, staff has not changed the stipulation in the proposed regulations. Ordinance No. 07, Series 2017 still includes the clause that “Applicants wishing to rent an individual room (s) on a short-term basis in an owner-occupied dwelling unit shall comply with Table 16-D of the Land Use and Development Code listing for bed and breakfast inns” (Section 16-4-190 (2) e.).

FISCAL NOTE:

STAFF RECOMMENDATION:

SUGGESTED MOTIONS:

This is a second reading of the ordinance, so a Public Hearing needs to be opened to hear testimony from the public.

A Council Member should make a “motion to approve Ordinance 2017-07, an ordinance of the City Council, City of Salida, creating a new section, amended definitions, and amendments to Table 16-D in the Land Use and Development Code of the Salida Municipal Code in order to establish operational regulations for short-term rental businesses and ordering the ordinance to be published by title only.” Followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 07
(Series of 2017)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CREATING A NEW SECTION, AMENDED DEFINITIONS, AND AMENDMENTS TO TABLE 16-D IN THE LAND USE AND DEVELOPMENT CODE OF THE SALIDA MUNICIPAL CODE IN ORDER TO ESTABLISH OPERATIONAL REGULATIONS FOR SHORT-TERM RENTAL BUSINESSES.

WHEREAS, the number of short-term rental units within Salida has increased significantly in recent years and operational regulations currently do not exist in the Salida Municipal Code to mitigate the adverse impacts to the quality of residential neighborhoods resulting from short-term rentals; and

WHEREAS, the City Council finds it in the best interest of citizens to have regulations for short-term rental businesses to help ensure the health and safety of occupants and the peaceful enjoyment by citizens of their neighborhoods; and

WHEREAS, clarification is needed regarding which land use zones permit the use of property of as short-term rentals; and

WHEREAS, the Salida City Council wishes to add a new section to Chapter 16 of the Salida Municipal Code to establish operational regulations for short-term rentals; and

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

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

Section 2. A new Section 16-4-190 q. of Chapter 16 of the Salida Municipal Code shall be created as stated below.

Section 16-4-190 q.

(1) Purpose

The purpose of this section is to protect the health, safety and welfare of the general public and to ensure that the rental of private dwelling units as short-term rentals does not result in adverse impacts to the quality of residential neighborhoods due to excessive noise, parking congestion, and overcrowding and the availability of dwelling units for long term rentals.

a. Registration and licensing requirements

1. All short-term rentals shall comply with Chapter 6 Article VI of the Salida Municipal Code, which establishes the conditions under which a property owner may apply for a short-term rental business license.
2. A separate short-term license is required for each short-term rental property. The permit shall be issued only to the owner of the short-term rental property. No

more than one short-term rental permit is permitted per property owner. All short-term rental permits shall be granted solely to the applicant at the address for which the permit is issued and shall not be transferable to any other person or legal entity. The owner of the short-term rental is responsible for compliance with the provisions of this Section and Chapter 6 Article VI pertaining to short-term rental licensing.

3. Properties that cannot comply with the criteria set forth in this Section and in Chapter 6 Article VI of the Salida Municipal Code may appeal the decision of the Administrator or his or her designee in conformance with Section 16-2-70 of the Land Use and Development Code.

5. Each short-term rental unit shall have a clearly visible notice posted within the unit that includes the following:

- i. contact information for the property management
- ii. the City short-term rental business license number
- iii. contact information for emergencies
- iv. location of fire extinguishers and fire escape routes
- v. the maximum number of people in terms of permitted sleeping occupancy
- vi. the maximum number of persons permitted in the unit at any one time
- vii. the location for parking vehicles and the maximum number of parked vehicles permitted for the unit
- viii. alternative parking locations for extra vehicles, trailers and campers
- ix. requirements for smoking
- x. method and timing of trash disposal
- xi. snow removal instructions
- xii. notice to keep noise to a minimum between 10 pm. and 7 am.
- xiii. policy regarding pets

(2) Conditions and standards

- a. The maximum number of short-term rentals in the residential zones (R-1, R-2, R-3, and R-4) shall not exceed three and a half (3 1/2) percent of the total number of dwelling units eligible as short-term rentals (not including apartment units and accessory dwelling units) in those residential zones. This number shall be based on the survey of dwelling units in the residential zones completed in 2017 with the addition of new dwelling units (with a certificate of occupancy) totals each year, added in December. Permitted short-term rentals in existence at the time of the adoption of this section shall be included in the calculation of the maximum number of units allowed. In the event the maximum number has been met, no new applications for short-term rentals will be accepted. If a waiting list for short-term rentals in the residential zones exists, new permits, once available, will be issued based on the ability of the applicant to comply with the conditions in this section and the licensing requirements in Chapter 6 Article VI of the Municipal Code on a first come first serve basis.
- b. In the residential zones (R-1, R-2, R-3, and R-4), short-term rentals shall be rented for no more than 185 calendar days a year.

- c. A maximum of one short-term rental is permitted per street segment (which includes the dwelling units on both sides of the street) in the residential zones (R-1, R-2, R-3, and R-4).
- d. Short-term rentals are not permitted in an apartment building at any time in any zone district.
- e. Applicants wishing to rent an individual room (s) on a short-term basis in an owner-occupied dwelling unit shall comply with Table 16-D of the Land Use and Development Code listing for bed and breakfast inns.
- f. Quiet hours shall be observed between the hours of 10 pm and 7 am.
- g. No short-term rental shall be operated in such a way as to constitute a nuisance.
- h. The maximum number of occupants permitted in a short-term rental shall be established at the time of initial unit licensing. Events, such as concerts and wedding events are prohibited.
- i. The designated parking for vehicles of short-term rental guests shall be addressed at the short-term rental application and licensing stage.

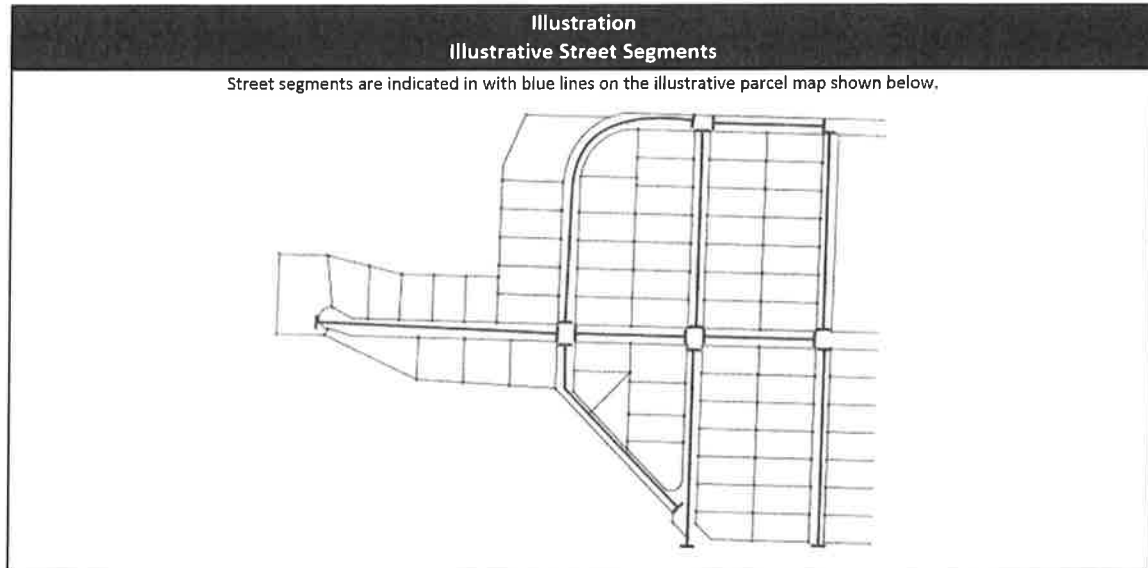
Section 3. The definitions in Section 16-1-80 of the Land Use and Development Code in the City of Salida are hereby amended to add the following new or revised definitions:

Apartment building means a building containing three (3) or more separate dwelling units for rent, which may be separated vertically or horizontally, but not including condominiums, commercial lodging, or bed and breakfast inns.

Dwelling unit means a building or portion thereof that provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Short Term Rental Unit means a privately owned residential dwelling unit, such as a single-family detached unit, duplex, condominium, or townhome that is rented for occupancy for the purpose of lodging for any period less than thirty (30) consecutive days, not to include accessory dwelling units, apartment buildings, Bed and Breakfast Inns, hotels, lodges, and hostels.

Street segment means a portion of a street that is located between two intersections or between an intersection and the end of a cul-de-sac or dead end.



Vacation rental means the rental of any dwelling for overnight or vacation lodging for periods of less than thirty (30) days (see short- term rental unit).

Section 4: Table 16-D Schedule of Uses in the Salida Land Use and Development Code is hereby amended under the Residential Business Uses to include the following two lines:

Residential Business Uses	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	Standards¹
Bed and breakfast inns	AR	AR	AR	AR	P	P	P	AR	
Short-term Rental Units	AR	AR	AR	AR	P	P	P	AR	Sec. 16-4-190(q)

INTRODUCED ON FIRST READING, on the 21st day of March 2017, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the _____ 2017 and set for second reading and public hearing on the 18th day of April 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 18th of April 2017.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the _____ 2017, and BY TITLE ONLY, after final adoption on the _____, 2017.

City Clerk/Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 4.	Community Development	Beverly Kaiser

ITEM:

Short-Term Rental Housing Regulations

BACKGROUND:

During the process of developing land use regulations pertaining to short-term rentals in the Land Use and Development Code, the Planning Commission and the staff noticed several minor changes that are needed in the Business License Section of the Municipal Code pertaining to short-term rental businesses.

These recommended changes are:

1. The definition of “short-term rental unit” in the business license section needs to be the same as that definition proposed for the land use code.
2. As the Fire Department does not conduct an annual business inspection of short-term rentals, the section in the business license code needs to be amended to reflect what’s being done; a Short-term Unit Self Inspection Worksheet is completed and reviewed by staff.
3. As also required in the land use code, the business license code should refer to a required clearly visible notice posted in the unit.

FISCAL NOTE:

STAFF RECOMMENDATION:

Staff recommends the City Council consider and discuss the staff recommendations pertaining to the revisions to the business license section pertaining to short-term rental businesses, suggest any changes, and authorize Ordinance No.2017-06 for public hearing on April 18, 2017.

SUGGESTED MOTIONS:

A Council Member should make a motion to “approve ordinance 2017-06, an ordinance of the City Council, City of Salida, Colorado to repeal and replace Article VI, Chapter 6 of the Salida Municipal Code pertaining to Short-Term Business Licensing, setting a public hearing to be held on May 2, 2017 and ordering the ordinance to be published in full.” Followed by a second and a roll call vote.

ORDINANCE NO. 06
(Series of 2017)

**AN ORDINANCE TO REPEAL AND REPLACE ARTICLE VI CHAPTER 6 - OF THE
SALIDA MUNICIPAL CODE PERTAINING TO SHORT TERM BUSINESS LICENSES.**

WHEREAS, the City of Salida finds it is in the best interest of the citizens of Salida to continue to have regulations for short-term rental businesses to help ensure the health and safety of occupants, the peaceful enjoyment by citizens of their neighborhoods, and compliance by short-term rental businesses of state and local taxes; and

WHEREAS, Article VI, Chapter 6 of the Salida Municipal Code contains language with regard to the definition of short-term rental and the inspection by the Fire Department that needs correction and conformity with language in the Land Use and Development Code, and

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF
THE CITY OF SALIDA, COLORADO** as follows:

Section 1. That Article VI, Chapter 6 of the Salida Municipal Code is repealed in its entirety and readopted to read as follows:

ARTICLE VI
Short-term Business License

Sec. 6-6-10. - Definitions.

For the purpose of this Article the following words and terms have the following meanings, unless the context clearly indicates otherwise. Definitions included in Chapters 1 and 16 of this Code shall apply to this Article unless they are otherwise expressly defined herein.

Applicant means the owner of the property used as a short-term rental business or the owner's authorized agent or representative.

Local contact person means the person designated by the owner or the owner's authorized agent or representative who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within sixty (60) minutes to property code violations and/or complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit and (2) taking remedial action to resolve such violations and/or complaints.

Short-term rental business means the occupation of leasing or renting one or more short-term rental units.

Short-term rental unit means a privately owned residential dwelling unit, such as a single-family detached unit, duplex, condominium, or townhome that is rented for occupancy for the purpose of lodging for any period less than thirty (30) consecutive days, not to include accessory dwelling units, apartment buildings, Bed and Breakfast Inns, hotels, lodges, and hostels.

Occupation lodging tax means the tax levied pursuant to Salida Municipal Code, Chapter 4, Article VI.

Sec. 6-6-20 - Licensing.

It shall be unlawful for any person or entity to engage in the short-term rental business without first applying for and procuring a license from the City Administrator. The initial license fee, renewal license fee and penalty for operating without a license shall established by resolution of City Council, as may be amended from time to time, and payable annually in advance.

Upon approval of a business license pursuant to this Article, the City Administrator shall issue a business license number to each short-term rental business.

Short-term rental businesses shall include their business license number in all public advertising, including but not limited to webhosting services such as Airbnb, Home Away, Trip Advisor, VRBO, etc.

Sec. 6-6-30. - Application, issuance and renewals.

- (a) Any person desiring a license to engage in the short-term rental business shall apply to the City Administrator at least thirty (30) days prior to the date of the intended use and prior to any advertising on forms provided by the City Clerk, except that those businesses already remitting tax returns for the City's occupation lodging tax shall be deemed to be licensed and shall be subject to renewal provisions as outlined in this article.
- (b) The City Administrator may issue a short-term rental business license upon all the following conditions:
 - (1) The applicant has submitted a complete application form and provided all required information regarding the short-term rental unit and the local contact person.
 - (2) The applicant has paid the appropriate fee established by the City Council.
 - (3) The property to be used for a short-term rental business has completed and complied with the City of Salida Short-term Rental Unit Inspection Worksheet.
- (c) The City Administrator may renew a short-term rental business license upon all the following conditions:
 - (1) The applicant has submitted a complete renewal form.
 - (2) The applicant has paid the appropriate fee established by the City Council.
 - (3) The property to be used for a short-term rental business has completed and complied with the City of Salida Short-term Unit Inspection Worksheet.

(Ord. No. [2016-11](#), § 2, 5-3-2016)

Sec. 6-6-40. - Local management required.

Short-term rental businesses must have a local contact person who shall be responsible for ensuring compliance with provisions of the Salida Municipal Code including, but not limited to, reports for the occupation lodging tax, maintaining a current business license, maintenance of parkways, removal of snow and ice, and other property maintenance requirements. The local contact person must be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within sixty (60) minutes to property code violations and/or complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit and (2) taking remedial action to resolve such violations and/or complaints.

Each short-term rental business shall have a clearly visible notice posted within the unit in compliance with Section 16-4-190 q. (1) a. 5. of the Salida Land Use and Development Code.

Sec. 6-6-50. - Revocation.

Any license issued is subject to suspension or revocation by the City Administrator for failure to pay the Occupation Lodging Tax to pursuant to Salida Municipal Code, Chapter 4, Article VI or violation of any provisions of this Article.

Sec. 6-6-60. - Penalties.

In addition to any other remedies available at law or equity, engaging in the short-term rental business within the City of Salida without a license shall subject the licensee to a fine in an amount to be established by resolution of the City Council, as may be amended from time to time, to be collected in the manner provided for penalty assessments as provided in Chapter 1, Article VII of this Code.

INTRODUCED ON FIRST READING on March 21, 2017, ADOPTED AND ORDERED
PUBLISHED IN FULL in a newspaper of general circulation in the city of Salida by the City
Council on _____ 2017 and set for second reading and public hearing on the 18th day of April,
2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED AND ORDERED
PUBLISHED IN FULL by the City Council on the 18th day of April, 2017.

CITY OF SALIDA, COLORADO

James LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on _____, 2017 and by TITLE
ONLY, after the final adoption on the _____ day of
_____, 2017.

City Clerk/Deputy City Clerk

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 08
(Series of 2017)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, REPEALING SECTION 10-5-40(a)(2) OF THE SALIDA MUNICIPAL CODE AND CREATING SECTION 10-5-150, ESTABLISHING REGULATIONS WITH REGARD TO AGGRESSIVE PANHANDLING WITHIN THE CORPORATE CITY LIMITS.

WHEREAS, Section 10-5-40(a)(2) of the Salida Municipal Code with regard to loitering for purposes of begging has been determined by the City Council to constitute a threat to the First Amendment rights of certain citizens and others within the corporate limits of the City of Salida; and

WHEREAS, the City of Salida nevertheless has the authority, pursuant to State law, to adopt regulations to prevent disorderly conduct and disturbances and to maintain order and to protect and enhance the health, safety and welfare of its citizens and others in public places; and

WHEREAS, the City of Salida also has the authority to enact reasonable ordinances to control the use of streets, sidewalks, parks and other public property within the corporate city limits; and

WHEREAS, the citizens of and visitors to the City of Salida could experience concerns and fears regarding the adverse effects to their safety and convenience due to certain activities relating to panhandling, particularly when those activities are aggressive, threatening, coercive or obscene; and

WHEREAS, the City of Salida wishes impose reasonable time, place and manner of restrictions on panhandling activities in order to protect the legitimate interests of the City, its citizens and its visitors.

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

Section 1 – That Section 10-5-40 - Loitering of the Salida Municipal Code is repealed in its entirety and readopted to read as follows:

Section 10-5-40 – Loitering.

(a) It is unlawful for any person to:

- (1) Loiter with the intent to violate any provision of this Chapter or any criminal provisions of state or federal law.
- (2) Loiter for the purpose of unlawful gambling with cards, dice or other gambling paraphernalia.
- (3) Loiter for the purpose of engaging or soliciting another person to engage in prostitution or sexual activity.

(4) Loiter with intent to interfere with or disrupt the school program or with intent to interfere with or endanger schoolchildren in a school building, on school grounds or within one hundred (100) feet of school grounds when persons under the age of eighteen (18) are present in the building or on the grounds, for one not having any reason or relationship involving custody for, or responsibility for, a pupil or any other specific, legitimate reason for being there, and having been asked to leave by a school administrator, the administrator's representative or a peace officer.

(5) Loiter with the purpose of unlawfully using or possessing a controlled substance.

(b) It is an affirmative defense that the person's acts were lawful and he or she was exercising his or her rights of lawful assembly as part of a peaceful and orderly petition for the redress of grievances or exercise of lawful First Amendment rights.

Section 2 - The "Salida Municipal Code" is amended by the addition thereto of a new Section 10-5-150, which is to read as follows:

Section 10-5-150 – Panhandling.

(a) As used in this Section, the following terms shall have the meanings indicated:

Aggressive panhandling: Any form of panhandling that includes any of the following activities:

(1) Knowingly touching or causing physical contact with another person without that person's consent during the course of panhandling.

(2) Using violent, threatening, intimidating, coercive or aggressive gestures or conduct toward a person during the course of panhandling or in response to a refusal by any person to give money, except for the lawful exercise of First Amendment rights other than those outlined in Salida Municipal Code Section 10-5-150(a)(3).

(3) Using fighting words or directing violent or obscene verbal or written language toward any person during the course of panhandling or in response to a refusal by any person to give money.

(4) Taking any action that obstructs or blocks a public sidewalk, doorway, entryway or other passage way used by pedestrians in a public place or that obstructs the passage or the travel of any person during the course of panhandling in a manner that requires them to take evasive action to avoid physical contact with any person.

Panhandling: Any solicitation or request made in person on any street, right-of-way, sidewalk, park or other public place in the city, in which a person requests a donation of money or any other item of value from another person.

Coercive: To compel another person by physical force or actual, or reasonably implied threat of physical force to take any action against his or her free will.

Intimidating: Conduct that puts the fear of bodily harm in another person.

Obscene: A blatantly offensive description or demonstration of a sexual act or solicitation to commit a sexual act, whether actual or simulated.

Obstruct: Any activity that acts to hinder or slow progress, that makes the accomplishment or a task slower or more difficult or that comes in the way of or impedes any person to any unreasonable extent, that requires them to take evasive action, or that requires them to avoid physical contact with any person, or otherwise to any unreasonable extent.

Public place: Any area or place to which the general public has access and a right to occupy for business, entertainment or any other lawful purpose, including but not limited to, any front entryway, doorway, vestibule or immediate access area to any store, shop, restaurant, tavern or other place of business and shall include public buildings, public grounds, parks, trails, plazas, streets, alleys, sidewalks, parking lots and medians owned or maintained in whole or in part by the city or other governmental entity.

- (b) It shall be unlawful for any person to engage in aggressive panhandling in any public place within the City.
- (c) Nothing contained in this Section shall apply to or limit any panhandling that is conducted solely by passively standing or sitting with a sign or other indication that one is seeking donations, without approaching or directing a request to a specific person, or through any other exercise of lawful First Amendment rights.

Section 3 – The City Council hereby finds and declares that this Ordinance shall be and become effective on May 1, 2017, after its final passage and publication.

INTRODUCED ON FIRST READING on April 4, 2017, 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 _____, 2017 and set for second reading and public hearing on the 18th day of April, 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED AND ORDERED PUBLISHED IN FULL by the City Council on the 18th day of April, 2017.

CITY OF SALIDA

ATTEST:

Mayor, James LiVecchi

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of March, 2017 and by TITLE ONLY, after the final adoption on the ____ day of April, 2017.

City Clerk/Deputy City Clerk

Nathan Woodliff-Stanley, Executive Director
Mark Silverstein, Legal Director

August 31, 2016

SENT VIA U.S. MAIL AND EMAIL: jim.livecchi@salidaelected.com

Jim LiVecchi, Mayor
City of Salida
448 E. 1st St. Suite 112
Salida, CO 81201

Dear Mayor LiVecchi,

Your municipality is one of over thirty in Colorado with a municipal code that makes it a crime to “loiter for the purpose of begging.” Salida Code of Ordinances § 10-5-40(a)(2). This ordinance not only unfairly targets poor and homeless persons whose pleas for assistance are protected by the First Amendment, but it is also legally indefensible. We write to ask that Salida immediately initiate the steps necessary to repeal the ordinance and take it off the books. While the process of repeal is unfolding, law enforcement should be instructed not to enforce this ordinance.

In recent years, this nation and Colorado have seen a marked uptick in enforcement of laws that effectively criminalize homelessness and extreme poverty, including many laws that prohibit individuals from peacefully asking passersby for help.[1] Not only do these anti-begging ordinances violate the constitutional rights of impoverished people, but they are costly to enforce and serve to exacerbate problems associated with homelessness and poverty. Harassing, ticketing and/or arresting poor persons for asking for help is inhumane, counterproductive and – in many cases – illegal. That is why the American Civil Liberties Union of Colorado (“ACLU”) has devoted considerable resources in recent years to reviewing, and sometimes challenging such ordinances.[2]

It is well-settled that peacefully soliciting charity in a public place is protected by the First Amendment. See, e.g., *United States v. Kokinda*, 497 U.S. 720, 725 (1990) (“Solicitation is a recognized form of speech protected by the First Amendment.”); accord *Village of Schaumburg v. Citizens for a Better Env’t*, 444 U.S. 620, 632 (1980). This constitutional protection applies not just to organized charities, but also to the humblest solitary beggar asking for spare change to get through the day. More than twenty years ago, the Second Circuit explained that begging or panhandling is communicative activity that the Constitution protects:

Begging frequently is accompanied by speech indicating the need for food, shelter, clothing, medical care or transportation. Even without particularized speech, however, the presence of an unkempt and disheveled person holding out his or her hand or a cup to receive a donation itself conveys a message of need for support and assistance. We see little difference between those who solicit for organized charities and those who solicit for themselves in regard to the message conveyed. The former are communicating the needs of others while the latter are communicating their personal needs. Both solicit the charity of others. The distinction is not a significant one for First Amendment purposes.

Loper v. New York Town Police Department, 999 F.2d 699, 700 (2d Cir. 1993).[3] In the years since the *Loper* decision, numerous courts have held that various regulations or outright prohibitions of solicitation violate the First Amendment. See, e.g., *Norton v. City of Springfield*, 806 F.3d 411, 412-13 (7th Cir. 2015) (anti-panhandling statute is content-based and subject to strict-scrutiny); *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276, 1287 (D. Colo. 2015) (same); *Thayer v. City of Worcester*, 144 F. Supp. 3d 218, 233 (D. Mass. 2015) (same); *Speet v. Schuette*, 726 F.3d 867, 870 (6th Cir. 2013) (invalidating Michigan’s anti-begging statute, which “bans an entire category of activity that the First Amendment protects”); *Clatterbuck v. City of Charlottesville*, 708 F.3d 549 (4th Cir. 2013) (subjecting regulation of solicitation to strict scrutiny); *ACLU of Idaho v. City of Boise*, 998 F. Supp. 2d 908 (D. Idaho 2014) (issuing preliminary injunction); *Kelly v. City of*

Parkersburg, 978 F. Supp. 2d 624 (S.D. W Va. 2013) (issuing preliminary injunction); *Guy v. County of Hawaii*, 2014 U.S. Dist. Lexis 132226 (D. Hawaii Sept. 19, 2014) (issuing temporary restraining order).

During the litigation of the ACLU's challenge to Grand Junction's panhandling ordinance, the federal district court in Colorado underscored the significance of panhandling's communicative function:

This court believes that panhandling carries a message. Often, a request for money conveys conditions of poverty, homelessness, and unemployment, as well as a lack of access to medical care, reentry services for persons convicted of crimes, and mental health support. The City's attempt to regulate this message is an attempt to restrain the expression of conditions of poverty to other citizens.

Browne v. City of Grand Junction, 2015 U.S. Dist. Lexis 73834, **12-13 (D. Colo. June 8, 2015).

The Salida ordinance prohibiting loitering for the purpose of begging is far broader than many of the anti-panhandling regulations that courts have struck down in recent years. It prohibits passively, silently, and nonintrusively sitting with a sign that asks for charity, and it applies everywhere in the municipality. The ordinance could not survive a legal challenge. Indeed, the language of Salida's loitering ordinance is familiar to our office. In 1996, the ACLU of Colorado filed a class action lawsuit to challenge an antiquated Colorado statute that, like Salida's ordinance, prohibited "loitering . . . for the purpose of begging." After the plaintiffs obtained a preliminary injunction, the defendants agreed to ask the legislature to repeal the statute, and it was repealed in the next legislative session.

Through the ACLU's investigation, we know that several jurisdictions have actively enforced this outdated ordinance – whether by means of citations, warnings, or move-on orders. Indeed, of the ten municipalities from which we received records, eight had engaged in some form of illegal enforcement of the ordinance within the last few years. We understand, however, that some municipalities may have allowed this unconstitutional ordinance to stay on the books, but have no intention of enforcing it. Your municipality may be one such jurisdiction. Even if that is the case, it is important to remove this archaic law from the municipal code. Leaving the law on the books raises the very real possibility that, at some point in the future, an energetic law enforcement officer will review the entirety of the municipal code and begin enforcing the ordinance.[4]

Based on the foregoing, we ask Salida to take the following immediate actions:

- 1. Stop enforcing Section 10-5-40(a)(2). This requires instructing any law enforcement officers charged with enforcing the municipal code that Section 10-5-40(a)(2) is no longer to be enforced in any way, including by issuance of citations, warnings, or move-on orders.**
- 2. Immediately initiate the steps necessary to repeal Section 10-5-40(a)(2).**
- 3. If there are any pending prosecutions under Section 10-5-40(a)(2), dismiss them.**

Please provide a written response to this letter by **September 14, 2016**.

Sincerely,

Mark Silverstein

Legal Director

ACLU of Colorado

Rebecca Wallace

Staff Attorney & Policy Counsel

ACLU of Colorado

cc: Karl Hanlon, Salida City Attorney - kjh@mountainlawfirm.com



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 6.	Salida Airport	Zech Papp

ITEM:

Approval of Ground Lease at Harriett Alexander Field

BACKGROUND:

The request is to pass an ordinance approving a 20-year lease with O.A. Pesnell for a ground lease at Harriet Alexander Field. The proposed lease is detailed in the exhibit attached to the ordinance. Long-term leases for City owned property must be approved by an ordinance of the City Council.

The proposal was reviewed by the airport board on March 22, 2017 and is scheduled for review by the Chaffee County Board of Commissioners on April 4, 2017.

FISCAL NOTE:

STAFF RECOMMENDATION:

SUGGESTED MOTION:

A Council person should make a motion to approve “Ordinance 2017-09 an ordinance of the City Council of the City of Salida, Colorado, approving a ground lease with O.A. Pesnell, and ordering the ordinance to be published by title only.”

Followed by a second and then a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 09
(Series of 2017)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPROVING A GROUND LEASE WITH O.A. PESNELL**

WHEREAS, together with Chaffee County (the “County”), the City of Salida (the “City”) is the owner of certain real property located in unincorporated Chaffee County known as the Harriet Alexander Field (the “Property”); and

WHEREAS, O.A. Pesnell (“Lessee”), desires to enter into a Ground Lease to lease from the County and City a portion of the Property as more particularly described in the Ground Lease (the “Leased Premises”); and

WHEREAS, the Salida City Council is willing to lease the Leased Premises to the Lessee subject to the terms and conditions set forth in the Ground Lease for the Property.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The City Council hereby approves the Ground Lease with O.A. Pesnell and authorizes the Mayor to execute the Agreement on behalf of the City.

INTRODUCED ON FIRST READING, on April 4th, 2017, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of April, 2017 and set for second reading and public hearing on the 18th day of April, 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 18th day of April, 2017.

CITY OF SALIDA, COLORADO

James L LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 7th day of April, 2017, and BY TITLE ONLY, after final adoption on the ____day of _____, 2017.

[SEAL]

ATTEST:

Deputy City Clerk

Airport Advisory Board Recommendations

Date: March 23, 2017
To: Chaffee County Board of County Commissioners
From: Airport Advisory Board
Subject: Pesnell T-Hanger

Note: The following recommendation is an excerpt of the draft Airport Advisory Board meeting minutes of March 22, 2017 and should be considered as a draft summary of their recommendation until the minutes are approved at their next regular meeting.

Airport Board Advisory Board members present: Jerry Cunningham, Dennis Dempsey, Rusty Granzella, Rob Dubin, and Charlie Collman.

Jerry Cunningham moved to recommend to the Board of Commissioners and City of Salida Council approval of the Pesnell T-Hanger. Dennis Dempsey seconded and the motion carried unanimously.

Airport Advisory Board Recommendations

Date: March 23, 2017
To: Chaffee County Board of County Commissioners
From: Airport Advisory Board
Subject: New Taxi Lane

Note: The following recommendation is an excerpt of the draft Airport Advisory Board meeting minutes of March 22, 2017 and should be considered as a draft summary of their recommendation until the minutes are approved at their next regular meeting.

Airport Board Advisory Board members present: Jerry Cunningham, Dennis Dempsey, Rusty Granzella, Rob Dubin, and Charlie Collman.

Jerry Cunningham moved to recommend to the Board of Commissioners and City of Salida Council approval of the new taxi lane as presented by O.A. Pesnell.

Lessee (name): <i>O.A. Peswell</i>	Lessee's mailing address: <i>6951 Cottage Hill Rd Mobile AL 36695</i>
Lessee's email: <i>Carolyn.Bullock@AOL</i>	Lessee's phone: <i>251-634-0825</i>
Date of Agreement: <i>3/22/17</i>	<i>251-485-2223</i>

GROUND LEASE

This lease agreement is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of the above date.

RECITALS

- A. Lessors are the owners of that land comprising approximately 210 acres, more or less, known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport"); and
- B. Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar or other aircraft-related facility as more particularly described below; and
- C. Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

AGREEMENT

In consideration of the terms, conditions and promises as set forth herein, the parties agree and covenant as follows:

- 1. Leased Premises.** Lessors hereby lease to Lessee that unsubdivided portion of the Airport property described on the attached Exhibit A (the "Leased Premises"). THE LEASED PREMISES CONSIST OF THE FOOTPRINT OF THE BUILDING ALREADY CONSTRUCTED OR TO BE CONSTRUCTED BY THE LESSEE PLUS A MAINTENANCE/ACCESS EASEMENT OF FIVE FEET AROUND SAID FOOTPRINT.
- 2. Vacant Land.** Lessee acknowledges that the Leased Premises are comprised solely of vacant land [and certain improvements] and that Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease.
- 3. Use of the Leased Premises.** Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft, and for associated accessory activities. "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code. Lessee shall not operate or allow commercial business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and the execution of a Commercial Operator's Agreement. Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with applicable fire code regulations with respect to any structure on the Leased Premises. Except to the extent contained in the fuel tanks of aircraft and automobiles or expressly permitted by this Ground Lease, Lessee may not store any fuel or gasoline or hazardous or dangerous substances on the Leased Premises. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container. Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and do not create an obstruction or threat to air navigation. New buildings and structures must conform to all adopted FAA regulations, commercial building, fire, mechanical, electrical and plumbing codes as well as the airport architectural

standards. Violations not corrected within 90 days will constitute a violation resulting in cancellation of the lease.

4. Maintenance of Leased Premises. Lessee shall at all times maintain the Leased Premises and all improvements to the Leased Premises in good condition and state of repair and shall not allow fire hazards, ice and snow, weeds, trash, debris or other unsightly objects to accumulate or be stored on or around the Leased Premises or otherwise interfere with the Airport facilities. No outside storage is allowed,

5. Signs. Lessee shall not place any signs, logos or emblems on the Leased Premises or on any improvements to the Leased Premises, except for a sign not larger than four square feet in size that identifies Lessee as the occupant of the Leased Premises. All signs shall be installed in compliance with the building and/or sign regulations of Chaffee County and/or other governing jurisdiction.

6. Term and Option to Renew.

(a) Subject to earlier termination as provided for in this Ground Lease, the initial term of this lease shall begin on the date of this Ground Lease, as set forth above, and terminate twenty years later, unless earlier terminated as provided for in this Ground Lease.

(b) Provided Lessee is not in violation or breach of any terms or conditions of this Ground Lease and provided the lease complies with the then current airport master plan, Lessee may renew and extend this Ground Lease for up to an additional twenty years (the "Option Term") upon written notice to Lessor submitted at least 120 days prior to the expiration of the initial and term. The Option Term shall be subject to the same terms and conditions as set forth in this Ground Lease, except that the rent for the first year of the Option Term shall be adjusted to the prevailing rates, based upon the most recently executed ground lease, adjusted for the then current CPI-U (defined below). The rent for subsequent years of the Option Term shall be adjusted as provided below. In the event Lessee remains in possession of the Leased Premises for any period after the expiration of the 20-year initial lease term, without a written agreement between the parties for an Option Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate to be determined as provided below, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

7. Rent.

(a) Lessee shall pay to Lessors total annual rent of \$_____ for a total of _____ sq. ft. As of May 1, 2012, the lease rate was \$0.17 per square foot, which is adjusted annually as of May 1. Beginning April 30, 2013 and every year thereafter for the lease term, the rate adjusts in accordance with subparagraph (b), below. The CPI adjusted rate effective May 1, 2016 will be \$0.1862 per square foot. Lessee shall pay the rent annually, in advance, without notice or demand, with the first payment due on the first day of the lease term, except that for the first year of this Ground Lease, rent shall be pro-rated, if necessary, from the beginning date of this Ground Lease through the following April 30, 20_____. For subsequent years, rent shall be due on May 1.

(b) Rent shall be adjusted annually in accordance with any increase in the United States Bureau of Labor Statistics Consumer Price Index for all items and urban consumers (the CPI-U) for the Denver-Boulder area, . The adjustment shall reflect any increase in the CPI-U for annual period beginning from the time rent was last set or adjusted. Should the United States Bureau of Labor Statistics cease publication of the CPI-U for the Denver-Boulder area, then future rent adjustments shall be based upon and correspond to the rate of "local growth" for the annual period as defined in Article X, § 20(2)(g) of the Colorado Constitution and determined by the Chaffee County Assessor pursuant to C.R.S. § 39-5-121(2)(b). In no event shall the rental rate be reduced absent the prior written consent of Lessors, regardless as to any decrease in the CPI-U or local growth rate from the time rent was last set or adjusted. Lessors shall use their best efforts to advise Lessee of the adjusted rent amount at least one month prior to the rent payment due date, but failure of Lessors to so notify Lessee shall not relieve Lessee of its obligation to pay the increased rent.

(c) Lessee shall make and/or direct all rent payments to the location and/or to the person or entity designated by the Airport Manager in writing. If no such designation is made, rent shall be paid to: Chaffee County Airport Fund, c/o Chaffee County, Attention Finance Department, P. O. Box 699, Salida Colorado 81201.

(d) Interest shall accrue on any past due rent payment at the rate of 1.5% per month or 18% per annum. Such interest shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessors from exercising any of the other rights and remedies under this Ground Lease.

8. Common Airport Facilities/ CLOSURES. Lessee is granted in common with other lessees, or persons similarly authorized, the non-exclusive use of all common Airport facilities including, but not limited to, the landing field, runways and taxiways (inclusive of any future enlargement or extensions thereof), roadways, aprons, fueling facilities, flood lights, landing lights, beacons, radio aids, and such other airport facilities as may exist and are available for use by the general aviation public. LESSEE ACKNOWLEDGES THAT REPAIRS OR IMPROVEMENTS TO RUNWAYS OR OTHER AIRPORT FACILITIES OR STATE OR FEDERAL MANDATES MAY REQUIRE THE CLOSURE OF THE AIRPORT OR THE TEMPORARY OR PERMANENT RESTRICTION OF ITS USE. SUCH ACTIVITIES SHALL NOT CAUSE ANY REDUCTION IN THE RENT DUE HEREUNDER. LESSEE FURTHER ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO THE LESSORS CONTINUING TO OPERATE THE AIRPORT FACILITIES IN THEIR CURRENT LOCATION AND LESSORS MAY TERMINATE THIS LEASE, WITHOUT RECOURSE TO LESSORS, IF LESSORS, FOR WHATEVER REASON NO LONGER OPERATE THE AIRPORT IN ITS CURRENT LOCATION.

9. Right of Ingress and Egress. Lessee shall at all times have a right of reasonable ingress to and egress from the Leased Premises over and across the Airport to public ways and roads, which right shall extend to Lessee's employees, agents, customers, guests and other invitees. Such right shall also extend to persons or businesses supplying materials or services to Lessee, and shall include access and egress for vehicles, machinery and equipment reasonably required by Lessee and those persons or entities specified in this paragraph. SUCH RIGHT SHALL NOT BE EXERCISED IN A WAY THAT INTERFERES WITH THE USE OF THE AIRPORT BY OTHERS OR THAT IS IN VIOLATION OF ANY DULY ADOPTED AIRPORT RULES OR POLICIES. LESSEE ACKNOWLEDGES SUCH RIGHT MAY NOT INCLUDE VEHICLE ACCESS TO HANGARS, AS DETERMINED BY THE AIRPORT MANAGER

10. Hangar Construction and Improvements.

(a) If there are no improvements on the Leased Premises, Lessee shall be required to install, improvements on the Leased Premises, such improvements to be limited to one aircraft storage hangar and any accessory hard surfaces (ramp/access taxiway), and/or such other structures as specifically authorized in writing in advance by Lessors. The design and materials to be used in the construction, repair, other than routine maintenance, or restoration of any hangar, structure or hard surface shall be approved in advance in writing by Lessors. Within thirty days from the beginning of this Ground Lease, Lessee shall submit a detailed description, inclusive of engineered drawings/plans, to Lessors together with a cost estimate for all structures or other improvements Lessee desires to install, repair or rebuild on the Leased Premises. No installation or construction shall occur on the Leased Premises or upon common Airport property until the Airport Manager has specifically approved same in writing and all necessary third-party permits have been issued, including local building permits and such permits or approvals as may be necessary from the Federal Aviation Administration (e.g., FAA Form 7460, Notice of Proposed Construction). All improvements must be completed per the building department permit timeframe and the Airport Manager has approved the construction.

(b) The installation/construction of all structures and hard surfaces shall comply with the then-current Commercial Building Code, Airport Master Plan, the Minimum Standards for Hangar Construction and the Airport Storm Water Management Plan then in effect for the Airport. No structure shall be constructed within five feet of the perimeter boundary of the Leased Premises. Lessee shall maintain the Leased

Premises in a safe and orderly condition during any and all construction/installation activities, and shall not allow construction materials, activities or debris to invade or impinge upon common Airport facilities (e.g., ramps, taxiways or roadways) or other leased premises. The Airport Manager may, upon request by Lessee and/or in order to minimize the disruption of normal Airport operations, allow or direct the temporary use by Lessee of non-leased Airport property for construction staging and/or material storage during any period of construction/installation. Lessee's installation or extension of any utility lines or services (i.e., water, sewer, electricity or gas) as part of any construction or improvement must be approved in advance and in writing by Lessors.

(c) Lessee shall affirmatively notify all persons or entities undertaking any work on the Leased Premises, including persons engaged in planning, design, construction or repair, and/or persons supplying any labor, materials or equipment pursuant to such work, that as publicly-owned property, the Leased Premises are not subject to lien for a failure to pay for such work, labor or materials, and Lessee shall, in accordance with C.R.S. § 38-22-105(2), post and keep posted a written notice to the same effect in some conspicuous place upon the Leased Premises during any and all such work.

(d) Except as otherwise provided for in this Ground Lease, all hangars, buildings, fixtures, structures or other improvements bought, installed, erected, constructed or placed on the Leased Premises by Lessee shall be deemed to be personal property for purposes of this lease and shall remain the property of Lessee; and Lessee shall, unless otherwise authorized in writing in advance by Lessors, remove such property upon the expiration or termination of the lease, subject to Lessee's obligation to repair all damage, if any, resulting to the Leased Premises or Lessors' property by such removal. Lessee shall be allowed up to sixty days after the expiration or termination of the lease to remove any and all such property, during which time Lessee shall be obliged to continue to pay rent on a prorated basis until such removal is completed. In the discretion of the Lessors, any and all property, inclusive of hangars, buildings and fixtures, not removed by Lessee within the time allotted for same may become part of the Leased Premises and title to such property shall automatically vest in Lessors, individually or jointly, to the extent that Lessors individually or jointly own the land underlying such property. If Lessee abandons any improvement or property on the Leased Premises or fails to remove such improvement or property as required, above, Lessors may, in its sole discretion, take title to or remove same, at any time Lessors may determine, at Lessee's cost.

(e) Any aircraft hangar constructed by Lessee may be used for the temporary storage of motor vehicles while Lessee's aircraft is in use. Lessee may also allow other aircraft owners to temporarily occupy Lessee's hangar while performing maintenance or repairs on their personal aircraft. Collection of rental or sublease fees shall constitute a commercial operation and require a commercial operators agreement.

11. Utilities. Lessee shall timely and fully pay for all utility services installed and used on the Leased Premises. In no event shall a septic system be installed or used on the Leased Premises absent Lessors' written consent and the issuance of all necessary permits. Lessors may require Lessee, at Lessee's cost, to connect any water-using facility on the Leased Premises to a sanitary sewer system if a sanitary sewer main line becomes available within 400 feet of the Leased Premises and to remove any leach fields

12. Taxes and Assessments. Lessee shall timely pay all real and personal property taxes and assessments, including without limitation possessory interest assessments, levied or imposed against the Leased Premises as the result of Lessee's occupancy and/or use of same, and upon any improvements installed and owned by Lessee thereon.

13. Subletting, Assignment and Sales.

(a) Lessee may not assign any of the rights, benefits or obligations inhering to it under this Ground Lease, nor may Lessee sell or sublet any area, space or structure to any third party absent the prior written consent of Lessors, which consent may be granted or withheld solely within the reasonable discretion of Lessors. Any sublease shall constitute a commercial operation and require a commercial operators agreement.

- (b) If Lessee assigns or sublets under this Ground Lease, Lessee shall continue to remain primarily responsible for its full and timely performance under this lease unless Lessors otherwise specifically consent in writing. If Lessee sells any area, space or structure, the third party shall execute a separate Ground Lease.
- (c) Lessors or either of them may freely and at their convenience assign any or all of its rights, benefits and obligations under this agreement at any time.

14. Compliance with Governmental Regulations.

(a) Lessee shall faithfully and timely abide by and conform to all laws and governmental orders, rules and regulations, including future amendments thereto, controlling or in any manner affecting the use, operations or maintenance of the Airport or the Leased Premises, particularly FAA orders and regulations, and inclusive of local ordinances and airport regulations adopted by Lessors and/or Chaffee County, or any airport commission authorized to oversee operations at the Airport. LESSEE HEREBY ACKNOWLEDGES THE AUTHORITY OF THE AIRPORT MANAGER TO ENFORCE SUCH RULES IN ADDITION TO OTHER DULY APPOINTED PERSONNEL.

(b) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises and/or improvements to the Leased Premises, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises and improvements on the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15. Insurance.

(a) Lessee shall at its sole cost and expense procure and maintain in force a policy of general liability insurance insuring the Leased Premises and Lessee against loss or injury to any person or property arising from Lessee's use and/or occupancy of the Leased Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$990,000.00 per occurrence. The City of Salida and Chaffee County, at Lessee's sole expense, shall be named co-insureds or additional insureds on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Lessee's occupancy and/or use of the Leased Premises. Lessee shall promptly increase its coverage, if necessary, due to changes in the above-described statute or other law and Lessors' failure to inform Lessee of any increased coverage requirements shall not affect Lessee's obligation.

(b) Lessee shall annually furnish the Airport Manager with copies or company-issued certificates of insurance policies obtained by Lessee in compliance with this paragraph 15. The certificates and coverages required by this paragraph 15 shall contain a provision requiring that the companies issuing

such policies automatically and directly notify Lessors in writing and at least 30 days in advance of any amendment or cancellation of such policy or policies.

16. Release and Indemnification. Lessee forever releases, waives and discharges Lessors and all persons acting on Lessors' behalf from all claims, suits and causes of action relating to any injury or loss Lessee may sustain in any way connected with the Leased Property, including personal injuries, death or property damage, or injury or loss in connection with Lessee's presence on the Leased Premises, common Airport facilities or other Airport facilities or property, Lessee shall indemnify and hold harmless Lessors and all persons acting on Lessors' behalf against all claims and losses (including interest and attorneys' fees and expenses) resulting from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises; Lessee agrees that if the Lessors, without any fault on their part, shall be made a party to any litigation commenced by or against the Lessee arising from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises, then Lessee shall pay and/or advance all costs in connection with such litigation, including reasonable attorney fees and litigation costs paid by either Lessor.

17. Damage to Improvements. If any improvements owned by Lessee on the Leased Premises are damaged or destroyed, in whole or in part, Lessee shall, within sixty days of the damage or destruction, perform one of the following:

- repair, restore or rebuild same to their condition and operational status as existed prior to such damage or destruction; OR
- furnish a performance and payment bond, in an amount at least equal to the cost of removing all damaged or destroyed improvements and any other debris and restoring the Leased Premises to the conditions existing at the time Lessee first entered onto the Leased Premises, as security for the faithful performance and payment of Lessee's obligations under this Ground Lease.

Rent shall not be reduced or abated during any period in which improvements, or parts of same, are not available for use by Lessee.

18. Right to Mortgage. Lessee may mortgage or otherwise encumber all or any portion of its owned improvements and its leasehold interests under this Ground Lease. Lessors, upon request, may subordinate their interests herein to any lending or financing agency for the term of the lease, provided such subordination cannot and shall not have the effect of permitting a mortgagee or trustee to own or claim an ownership interest in the Leased Premises, and that such mortgagee or trustee is approved in writing in advance by Lessors, which approval shall not be unreasonably withheld. IF, DUE TO FORECLOSURE OR OTHER DEFAULT UNDER THE TERMS OF SUCH MORTGAGE, ANY MORTGAGEE BECOMES THE OWNER OF THE IMPROVEMENTS CONSTRUCTED HEREUNDER, SUCH MORTGAGEE SHALL BE SUBJECT TO THE TERMS AND OBLIGATIONS OF THE LESSEE HEREUNDER.

19. Lessee's Default. If Lessee violates any of the terms or conditions of this Ground Lease, and continues in such violation(s) for a period of 30 days after written notice thereof by certified mail from the Airport Manager to Lessee, then Lessors shall have the election to declare this lease forfeited, and Lessee shall immediately surrender possession of the Leased Premises and any improvements owned and not removed by Lessee to Lessors. The Lessors' written notice shall specify the provision of the lease violated, the information available to Lessors upon which they rely in concluding that a violation exists, and the action required of Lessee to cure the violation.

20. Lessors' Reserved Rights. Lessors, on behalf of themselves and the Federal Aviation Administration, reserve the right and privilege during the term of this agreement to place on the Airport, inclusive of the Leased Premises, whatever instruments and/or equipment they or the FAA may determine are necessary or convenient to the safe and efficient operation of the Airport, so long as said instruments or equipment do not substantially interfere with Lessee's use of the Leased Premises or reduce the structural integrity of Lessee's hangar or such other building as Lessee may have constructed on the Leased Premises. Lessors additionally reserve the right to further develop and otherwise change or improve the Airport, inclusive of all landing areas, taxiways, or access ways, as it deems necessary,

and to take such other actions with respect to the Airport as Lessors see fit without hindrance or interference from Lessee, provided all of such developments or improvements are required by law, federal regulation, and/or are approved by the FAA. Lessors further reserve the right to from time to time temporarily or permanently close the Airport, or parts thereof, for any reason, including without limitation maintenance, construction or public safety purposes, immediately prior to which Lessors will make reasonable efforts to notify Lessee in advance thereof.

21. **Subordination.** This Ground Lease shall be subordinate to the provisions of any existing or future agreement between Lessors and the United States and/or the State of Colorado for the funding, operation or maintenance of the Airport.

22. **Inspection.** Lessors or their duly authorized representative shall have the right to inspect the Leased Premises and any improvements at all reasonable times upon reasonable prior notification to Lessee. Lessors shall also be entitled to enter the Leased Premises and any improvements, without prior notice, to make emergency repairs or to take emergency action necessary to protect or preserve human life or the property of the Airport.

23. **Notices.** In every case where notice is required or permitted in this lease, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other address as shall be given in writing by one party to the other according to the provisions hereof.

If to Lessors: Chaffee County Commissioners
P.O. Box 699
Salida, CO 81201

With copy to:

Chaffee County Attorney
P.O. Box 699
Salida, CO 81201

If to Lessee, to the person and address listed at the beginning of this Ground Lease.

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

24. **Liens.** Notwithstanding paragraph 18, above, Lessee shall not allow liens of any kind or duration to be asserted or maintained on the Leased Premises.

25. **Attorney Fees.** If either party brings an action to enforce the terms of this Ground Lease or declare rights under this Ground Lease, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party.

26. **Binding Effect.** This Ground Lease shall bind and benefit the parties hereto and their representatives, successors, and permitted assigns.

27. **Venue and Severability.** This Ground Lease shall be construed under the laws of the State of Colorado. Venue for any legal action between the parties brought to interpret or enforce the provisions of this agreement shall be the Colorado District Court in and for Chaffee County. Any covenant, condition, or provision herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from the lease, but such deletion shall in no way affect any other covenant, condition, or provision herein so long as such deletion does not materially prejudice Lessors or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of the lease,

28. **Waivers.** One or more waivers by Lessors of any term or condition of this agreement, or of Lessee's breach or violation thereof, shall not be construed or have the effect as a forgiveness or waiver of any other term or condition, or of any future or different breach or violation of the agreement by Lessee.

29. **Entire Agreement and Amendments.** This Ground Lease reflects and contains the entire agreement of the parties and supersedes all previous agreements entered into or contemplated by the parties with regard to the Airport. No negotiations, understandings, agreement or promises, verbal or otherwise, exist or are enforceable between the parties except as expressly set forth in this agreement, the provisions of which may only be amended, modified, or superseded by written agreement signed by both parties.

30. **Counterpart Signature Pages.** This Agreement may be signed using counterpart signature pages with the same force and effect as if both parties signed on the same signature page.

The parties acknowledge and agree to the foregoing provisions.

LESSEE

By: *O.A. Resnell Jr.* see Attached Doc. (3)
Name: O.A. Resnell Jr.
Title:

STATE OF Alabama)
COUNTY OF Mobile)ss.

The foregoing instrument was acknowledged before me by O.A. Resnell, Jr.
this 23rd day of March, 2017

Witness my hand and official seal.

My commission expires: 2-2-19

Carolyn M. Bullock
Notary Public

LESSORS

CHAFFEE COUNTY COLORADO/BOARD OF COUNTY COMMISSIONERS

Dennis Giese, Chairman

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me by Dennis Giese, this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

Notary Public

CITY OF SALIDA, COLORADO

By: _____
Mayor

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

Notary Public

Monson Creek Ranch, Inc.
59005 Highway 50 East
Gunnison, CO 81230
(970) 641-2420

March 8, 2017

Zack Papp

Harriett Alexander Field

P. O. Box 699

Salida, CO 81201

Dear Zack,

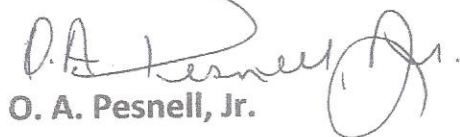
This letter is to reduce to writing as to what I am prepared to contribute as to the cost of the required taxiway that would access the back four (4) units to the proposed eight (8) unit T-hanger.

It appears that to hire an engineer would be very expensive and most likely would be overkill in the construction of the taxiway that would be needed for the type of aircraft that would be housed in the proposed T-hangers. These hangers would be primarily for single-engine, fixed wing aircraft such as 172's, 182's, Cirrus SR20, Cirrus SR22's, single engine Moones or other aircraft of this size and category. It would seem that a concrete 4 ½ -5 inch thick or 3" asphalt taxiway with a shallow layer of compacted road base below the wear surface to be more than adequate for such airplanes and/or the most likely the heaviest vehicle being a snow plow or fuel truck. This new taxiway could run straight from the east side of the proposed hanger going north to tie into the existing east-west taxiway in front of my newest hanger Q1. However, if the board chooses to take the route more southerly that would accommodate the FAA requirements, the money could be used for that improvement instead of the aforementioned taxiway that would run beside Q1. In either event, the taxiway would be the length of my new proposed hanger and would be within ten (10) feet parallel of the building.

It would be expected this new taxiway be constructed by the county maintenance crews and be constructed out of asphalt or concrete. Of course, the county and/or city and/or the airport authority would take responsibility for all facets of the construction, as well as maintenance for perpetuity concerning this new taxiway.

After much consideration, the cost to build these buildings, maintain them, and take the risk to rent them to make a profit over and above the cost of amortization, maintenance and other expenses, I will be willing to offer the county and/or aeronautical board \$30,000.00 to use as the county sees fit to construct and accept the maintenance on either method to access this new 8-T hanger to allow Alexander Harriett Airport to grow and be more viable into the future.

Regards,


O. A. Pesnell, Jr.

HANGAR SITE EXHIBIT

HARRIET ALEXANDER FIELD

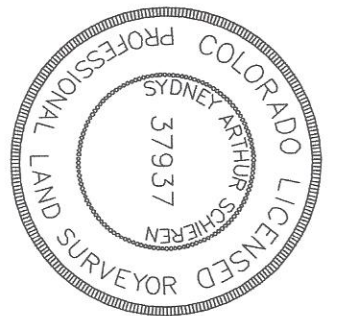
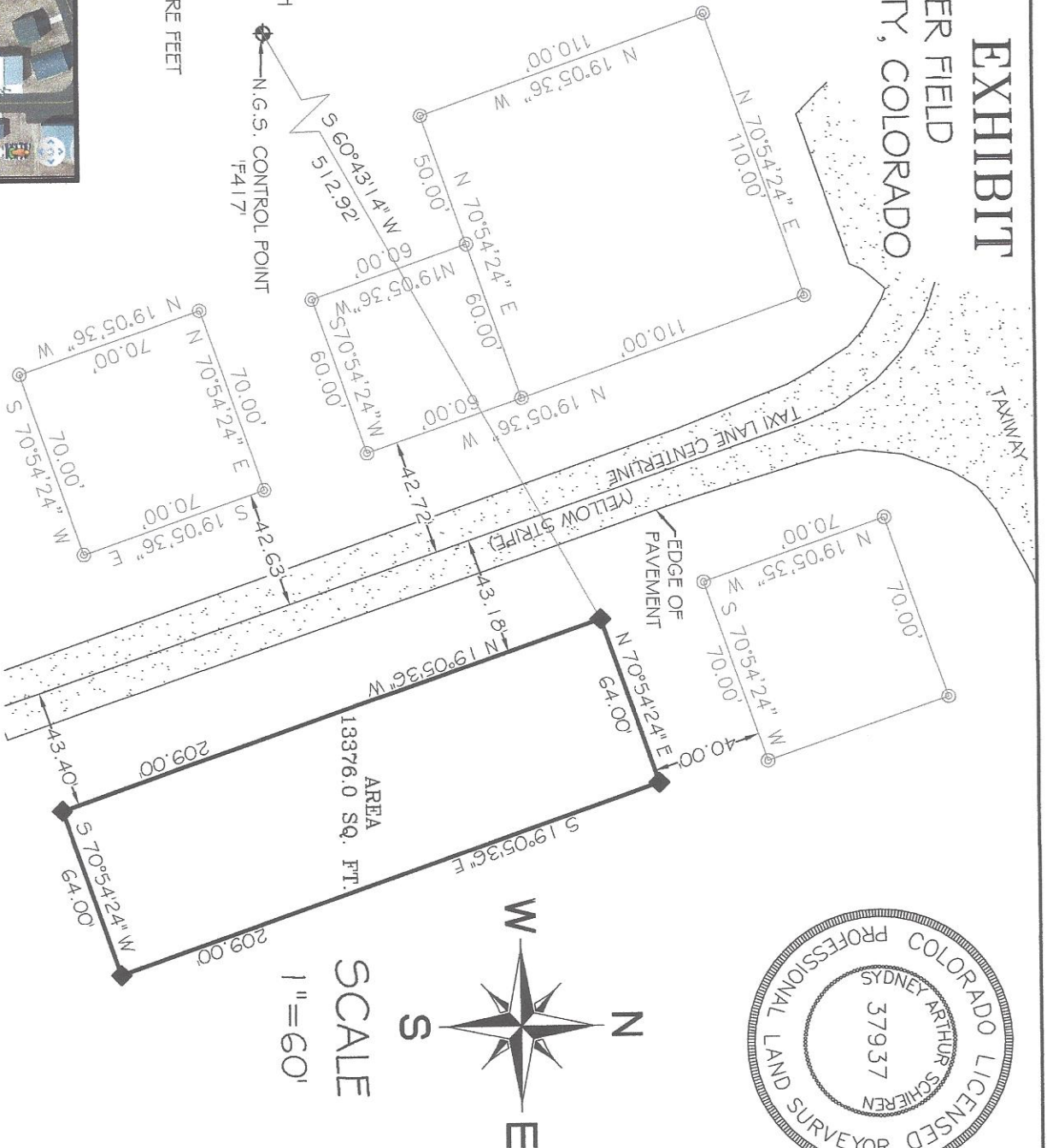
SALIDA, CHAFFEE COUNTY, COLORADO

LEGEND

- ◆ SET #5 REBAR
- ⊙ EXISTING #5 REBAR
- SET FOR PREVIOUS SURVEY

NOTES:

- 1) ELEVATIONS SHOWN HEREON
BASED UPON NAVD 88
 - 2) HORIZONTAL DATUM: NAD 1983
 - 3) AVERAGE SITE ELEVATION: 7453.46'
 - 4) SITE LOCATION: 38°32'09.291" NORTH
106°02'53.349" WEST
 - 5) DIMENSIONS ARE MEASURED TO THE
HUNDREDTH OF A FOOT.
 - 6) AREA OF HANGAR LOT = 13376.0 SQUARE FEET
 - 7) 5' BUILDING SETBACK FROM LOT LINES
- VICINITY MAP**
(NOT TO SCALE)



LANDMARK
SURVEYING & MAPPING

JOB # 16187
DATE: DECEMBER 8, 2016

P.O. BOX 668
SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 7.	Salida Recreation	Theresa Casey

ITEM:

Centennial Park Tennis & Pickleball Court Project Grant Agreement

BACKGROUND:

The City of Salida applied for a Great Outdoors Colorado (GOCO) Grant, to construct new tennis/pickleball courts, in Centennial Park, in the fall of 2016. In March of 2017 the city was notified that it was awarded \$240,000 in GOCO funds for the tennis/pickleball project.

FISCAL NOTE:

The City of Salida budgeted \$350,000 in the 2017 Capital Improvements Fund (CIF) for construction of the tennis/pickleball courts. The project budget includes \$240,000 from GOCO, \$15,000 from Chaffee County Government and approximately \$10,000 from the tennis and pickleball clubs with the remaining \$85,000 from the city CIF.

STAFF RECOMMENDATION:

Staff recommends Council approve Resolution 2017-23.

SUGGESTED MOTIONS:

Move to approve Resolution 2017-23 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY AND WITH GREAT OUTDOORS COLORADO, ACCEPTING THE TERMS OF A GRANT FOR THE CENTENNIAL PARK TENNIS/PICKLEBALL COURT PROJECT.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 23
(Series 2017)**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY AND WITH GREAT OUTDOORS COLORADO, ACCEPTING THE TERMS OF A GRANT FOR THE CENTENNIAL PARK TENNIS/PICKLEBALL COURT PROJECT.

WHEREAS, the City of Salida (“Salida” or the “City”) Centennial Park is a public park;
and

WHEREAS, the tennis/pickleball courts are in unplayable condition and new courts should replace the old courts; and

WHEREAS, the City has created a community driven Centennial Park Master Plan; and

WHEREAS, the City has been offered a grant of \$240,000 by Great Outdoors Colorado (GOCO) for Centennial Park tennis/pickleball courts; and

WHEREAS, to secure the GOCO grant, the City has committed to matching funds for the project in the amount of \$60,000 from the Capital Improvements Fund; and

WHEREAS, matching funds were also secured from Chaffee County Government and the Salida tennis and pickleball clubs; and

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Grant Agreement with Great Outdoors Colorado attached hereto as **Exhibit A** is hereby approved.
3. The City Council authorizes the City Administrator to execute the Grant Agreement.

RESOLVED, APPROVED, AND ADOPTED this 19th day of April, 2017.

CITY OF SALIDA, COLORADO

Jim LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

GRANT AGREEMENT

PROJECT:

Project Title: Centennial Park Tennis/Pickleball Court Project 2017
Contract Number: 17040
Completion Date: March 23, 2019

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
303 East 17th Avenue, Suite 1060
Denver, CO 80203

Grantee: City of Salida

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as “GOCO” or the “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State’s parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the “Project Application”).

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the “Project”). The Project is briefly described in the Project Summary attached hereto as Exhibit A. The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee’s Project Application on March 23, 2017, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the “Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Representations and Warranties of Grantee.**
 - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit B.
 - c. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding..
3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$240,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.
4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit C, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
6. **Completion Date.** Grantee shall complete the Project and submit its Final Report no later than March 23, 2019 (the "Completion Date") which is 24 months after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit D ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project

will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.

8. **Disbursement of Funds.**

a. Progress Payment: Grantee may opt to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed GOCO's percentage of expected overall costs (as determined by the GOCO-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

b. Final Payment: Once the Project is complete, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the cost of fixed assets, including construction of new facilities, and enlargement or renovation of existing facilities. The Grant and all matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Project Operation and Maintenance.**

a. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project in the Project Application, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership. The Grantee has estimated a useful life of 25 years in the project application.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

e. The Grantee's administrative staff shall present to the Grantee during the Grantee's annual budget process a request for an appropriation sufficient to meet the financial obligations of the Grantee presented by this Agreement. The Grantee will use its best efforts to fully

consider such appropriation and the Parties understand that Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the grant hereunder, and enter into this Agreement. In the event that the Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, the Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's administrative staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations hereunder.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold Final Payment pending evidence of placement of permanent signage.

- b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.
- g. Grantee shall provide quality digital photographs or printed photographs, if unable to provide digital photographs (collectively, "Photographs") of the completed Project with the Final Report. For the avoidance of doubt, all Photographs taken by Grantee of the Project constitutes a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)) Grantee agrees that all copyrights and other property rights, in the Photographs developed by Grantee in conjunction with the Project are further owned by GOCO and Grantee hereby forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns, shall have the exclusive right to file copyright applications in the United States and throughout the world to the Photographs, or any portion thereof, in the name of GOCO. Grantee hereby agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this grant with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce its rights under this provision.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

- a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner

of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;

- d. the results of GOCO's review of the Progress Report, or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

21. **Breach.**

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
 - i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future Board grants, loans or projects.
 - ii. After payment (partial or full) of Grant:
 - A. Deny Grantee eligibility for participation in future Board grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Receive reimbursement in full of disbursement made under the Grant.
 - b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.
22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid

unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of .

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
City of Salida

By:

By:

Chris Castilian
Executive Director

Title: City Administrator

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

NOTE Signee should be same individual
authorized to sign grant agreement in
attached resolution (EXHIBIT B)

EXHIBIT A

Project Summary

Rank: 21	Overall Score: 85.42	GOCO Staff Score: 82.5	Reviewer Average: 88.33
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Applicant: City of Salida
Project Title: Centennial Park Tennis/Pickleball Court Project 2017
County: Chaffee
Log #: 17040

<u>Funding Summary:</u>	Applicant Funding	\$74,555
	Partner(s) Funding	\$27,255
	GOCO Grant Amount	\$240,000
	Total Project Cost	\$341,810

Project Description:

The City of Salida is requesting GOCO funds to design and install two post tension concrete tennis courts with lines for eight pickleball courts at Centennial Park. Additional amenities include all necessary sport related equipment, lights, fencing, windscreens, practice backboard, restrooms, storage and parking. The courts will be in an existing park and will serve the entire community by offering a unique opportunity where conflicts exist.

Staff and Peer Reviewer Comments:

The demand for the proposed project is clear, pickleball is growing at a rapid rate in Salida, and this project represents a logical solution to accommodate this demand.

Local groups have raised \$10,000 for this project demonstrating their commitment to the project.


The public process that prioritized this project is robust and demonstrates that these courts are a high priority to community members.

The partnerships with Chaffee County, the Peak to Peak Pickleball Club, and Salida Tennis Club show that this project is significant to the community and region.

EXHIBIT B
RESOLUTION (REQUIRED)

EXHIBIT C
BUDGET

EXHIBIT D
OVERDUE GRANTS POLICY

	GREAT OUTDOORS COLORADO POLICIES & PROCEDURES MANUAL	Policy:	Overdue Grants
		Approval Date:	October 7, 2016

GOCO understands that there are unforeseen circumstances that may interfere with a grantee's ability to complete a project by the project completion date set forth in the grant agreement. This procedure outlines the options available to grantees to extend a grant deadline.

- A) **Staff Extensions:** Staff can grant an extension for at least 90 days and up to the date of the next scheduled GOCO Board meeting beyond that 90 days. A grantee may only request one staff extension per project.
 - a. The grantee must submit a request for a staff extension prior to the original project completion date via email or postal mail to the appropriate GOCO program staff.
 - b. Requests must include the following: a) grantee name; b) project title; c) contract number from the grant agreement; d) original project completion date; e) percent of project completed to date or due diligence items completed to date for land acquisitions; f) reason for delay; g) estimated date of project completion or closing; and h) estimated date of final report submission to GOCO, if applicable.
 - c. Staff will notify the grantee via email of the decision to grant or deny the request for a staff extension.
- B) **Board Extensions:** If the grantee needs more time than a staff extension would provide, the grantee must request a board extension. A grantee can request a second board extension if needed, although this is not a favorable action.
 - a. The grantee must submit a request for a board extension prior to the original or staff-extended project completion date via email or postal mail. Requests must be sent to the appropriate GOCO program staff.
 - b. Requests must include the following: a) grantee name; b) project title; c) contract number from the grant agreement; d) original project completion date and, if applicable, staff-extended project completion date; e) percent of project completed to date or due diligence items completed to date for land acquisitions; f) reason for delay; g) estimated date of project completion or closing; and h) estimated date of final report submission to GOCO, if applicable.

- c. The board will consider the request for board extension at its next scheduled meeting. Staff will notify the grantee via email of the board's decision to grant or deny the request for a board extension.
 - d. Requests for a second board extension must follow all of the procedures listed above.
- C) To request a staff or board extension, use the *Project Extension Request* form.
- D) GOCO expects the grantee to request the appropriate amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or the board, may result in the de-authorization of the grant and a suspension from applying in future grant cycles.

EXHIBIT E
INTERGOVERNMENTAL (or other) AGREEMENT
(If applicable)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 8.	Administration	Guy Patterson

ITEM:

Additional Budget Appropriation for Community Funding

BACKGROUND:

This is a continuation of an issue first considered by the Council at the April 4, 2017 meeting. Since that time, GARNA has contacted administration and asked that the requested funds for the Salida Community Garden be removed from the resolution. The resolution, and this accompanying request for City Council Action, has been amended to reflect their request.

At the March 21, 2017 Salida City Council meeting, Councilwoman Brown-Kovacic brought up the issue of two projects promoted by Greater Arkansas River Nature Association (GARNA) that were presented as a community funding request but denied for various reasons. The only request now under consideration is to fund the Stage and Rail project (\$1,000). Councilwoman Brown-Kovacic can speak more in-depth as to the reasons these projects were not funded at that time. As mentioned above, since that time, GARNA has

Also at the March 21 meeting, Councilwoman Brown-Kovacic recommended the Stage and Rail project be funded out of CTF funds. Unfortunately, upon further research it was determined that CTF funds could not be used for this purpose. According to the Colorado Department of Local Affairs website, CTF funding “...can be used for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site. A public site is defined by the department as a publicly owned site, or a site in which a public entity/local government holds an interest in land or water...”

FISCAL NOTE:

A total of \$30,000 was set aside by Council in the budget to fund the community funding requests. This amount was fully distributed at a prior Council meeting. In order to fund this GARNA request, administration has presented a resolution appropriating additional \$1,000 (line 10-56-5570, Community Support Grants) for the general fund. If the Council chooses to not fund the request no motion can be made or the motion can be defeated.

STAFF RECCOMENDATION:

Suggested Motions:

- (I move) to approve Resolution 2017-22 Additional Budget Appropriation for Community funding. Appropriation of additional sums of money in the General Fund for the 2017 budget for the amount of \$1,000 to fund the Greater Arkansas River Nature Association requests in the amount of \$1,000 for the Stage and Rail project. The funds to finance this supplemental appropriation will be available in the form of unassigned funds within the City general fund.
- No Motion

**CITY OF SALIDA
RESOLUTION NO. 22
(Series 2017)**

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY IN THE GENERAL FUND FOR THE 2017 BUDGET

WHEREAS, the City of Salida adopted the annual budget in accordance with the Local Government Budget Law on December 6, 2016; and

WHEREAS, the Greater Arkansas River Nature Association (GARNA) requested funds from the community funding program for \$1,000 for the Stage and Rail project but for various reasons were denied; and

WHEREAS, the City Council chooses to provide funding for the aforementioned project at this time as to be indicated in Section 2 of this resolution; and

WHEREAS, it is the intent of the City Council to comply with the “Local Government Law”. (C.R.S. 29-1-101 et.seq.); and

WHEREAS, funds to finance this supplemental appropriation will be available in the form of unassigned funds within the City general fund.

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

Section 1. That the total appropriation for the 2017 budget in the General Fund expenditures be increased from \$8,482,226 to \$8,483,226.

Section 2. That the following within the General Fund are to be increased as follows:

Line Item #	Description	Budgeted	Adjusted
10-56-5570	Community Support Grants	\$30,000	\$31,000

RESOLVED, APPROVED AND ADOPTED this 18th day of April, 2017.

James LiVecchi, Mayor

[SEAL]

Attest:

City Clerk/Deputy City Clerk



Harriet Alexander Field

9255 County Road 140
SALIDA, CO 81201

PHONE (719) 539-3720

CELL (719) 239-1648

FAX (719) 539-7442

EMAIL zpapp@chaffeecounty.org

WEBSITE www.chaffeecounty.org

4/14/17

To Whom It May Concern,

I am writing this letter in reference to O.A. Pesnell's hangar proposal. I have attached the engineers (Burns & McDonnell) fee proposal and cost estimate for the needed taxi lane project. The proposal states that O.A. Pesnell will contribute \$30,000.00 to the airport's taxiway needed for the back side of the proposed T-Hangars. The County has committed to contribute \$20,000.00 towards the construction of the taxi way. The airport is formally requesting a contribution of \$20,000.00 to construct this project. This will be a total of \$70,000.00 for the project completion. After the airport has a commitment from both the City of Salida and Chaffee County, we can move forward with the survey's needed to put the project out to bid and get better numbers on the final cost of the project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Zechariah Papp'.

Zechariah Papp
Airport Manager

The logo for Salida Airport, featuring the words 'SALIDA AIRPORT' in a large, blue, serif font, with 'HARRIET ALEXANDER FIELD' in a smaller, blue, sans-serif font below it.

SALIDA AIRPORT
HARRIET ALEXANDER FIELD

**CITY OF SALIDA
RESOLUTION NO. 24
(Series 2017)**

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY IN THE GENERAL FUND FOR THE 2017 BUDGET

WHEREAS, the City of Salida adopted the annual budget in accordance with the Local Government Budget Law on December 6, 2016; and

WHEREAS, the City has received a request from the Airport Manager of Harriet Alexander Field for \$20,000 to participate in the construction of an additional taxiway, and

WHEREAS, Citizen O.A. Pesnell has contributed \$30,000 and Chaffee County has committed to contribute \$20,000, and

WHEREAS, the City Council chooses to provide funding for the aforementioned project at this time as to be indicated in Section 2 of this resolution; and

WHEREAS, it is the intent of the City Council to comply with the “Local Government Law”. (C.R.S. 29-1-101 et.seq.); and

WHEREAS, funds to finance this supplemental appropriation will be available in the form of unassigned funds within the City general fund.

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

Section 1. That the total appropriation for the 2017 budget in the General Fund expenditures be increased from \$8,482,226 to \$8,503,226.

Section 2. That the following within the General Fund are to be increased as follows:

Line Item #	Description	Budgeted	Adjusted
10-56-6002-3	Land Improvements	\$0	\$20,000

RESOLVED, APPROVED AND ADOPTED this 18th day of April, 2017.

James LiVecchi, Mayor

[SEAL]

Attest:

City Clerk/Deputy City Clerk



April 4, 2017

Mr. Zech Papp
Airport Manager
Salida Airport - Harriet Alexander Airfield
104 Crestone Avenue
P.O. Box 699
Salida, CO 81201

Re: Fee to Provide Professional Services - Revised
Airfield Taxilane Extension

Dear Mr. Papp:

General

Burns & McDonnell is pleased to present our fee proposal for Engineering Services for the Airfield Taxilane Extension project at Salida Airport - Harriet Alexander Field. Based on review of the information you have provided in our correspondence, we are providing our understanding of the scope of work and associated fees as demonstrated in the following paragraphs.

Project Definition

A new T-Hangar is proposed at the south east of the airport, directly south of the fuel pad and taxilane area. The T-Hangar will be located within the existing hangar area already developed. A new taxilane extension and apron will be required to access the new T-Hangar building. As noted, this taxilane will not follow the standard submittal process to meet the FAA criteria. The pavement design, object free area, safety area, and markings will however follow the current FAA Advisory Circulars as applicable.

The project scope of work for the immediate contract is as follows:

Basic Services

- A. Work items will include the following:
1. Construction Safety and Phasing Plan – The CSPP will include in general the following items:
 - a. Safety requirements
 - b. Safety and phasing drawing
 2. Construction Specifications:
 - a. General, special and technical specifications in compliance with FAA guidelines and Sponsor requirements.
 3. Construction Drawings:
 - a. Plans to graphically depict the design in detail including: title sheet, legend/general notes sheet; data; overall project layout; safety/traffic/operations plan; pavement layout, marking plan and seeding plan; and other construction plans and details that be necessary to properly bid and construct the project.
 4. Bidding and Bid Evaluation – The IFC set created will be used as the Bid Documents, no Bid Evaluation will be completed in this scope.



April 4, 2017
Page 2

Special Services ***OPTIONAL***

- A. The engineer will assist with project administration and will prepare necessary documents including grant application, certifications, construction contracts, bond forms, construction notices, periodic contractor pay requests, engineering invoices, Request for Reimbursement forms, change orders, final construction report, and other paperwork as may be necessary to successfully complete the project.
- B. Construction inspection for this project is anticipated to take 3 full-time *calendar days* during the construction phase. Additionally, the project will require a pre-construction conference and final inspection. Construction inspection for this project is anticipated to require one (1) field engineer on an as-needed basis to not exceed 3 calendar days. The inspector will make three supervisory visits to the construction site (preconstruction conference & final inspection) from our Denver office.
- C. As a part of the project closeout, completion of punch list and warranty items will be coordinated and record drawings will be prepared and distributed.

Schedule

- A. The anticipated duration for the design activities for this project is anticipated to be approximately three (3) weeks.
- B. The anticipated overall duration of the project, including construction phase & project closeout services, is anticipated to be four (4) months.

Assumptions and Clarifications

- A. Chaffee County/Owner will provide topographic survey for the project site.
- B. Drawings and specifications will meet FAA Advisory Circular criteria, but FAA submittals and ultimate approval will not be required for this project scope.
- C. A modification to standard will be required from the FAA if this taxilane is to ever be maintained with federal monies.
- D. Chaffee County/Owner will provide construction services and material testing services, unless Option is granted for BMcD to perform these services.

Contractual Terms & Conditions

We propose to execute this work under our existing Professional Services Agreement with Chaffee County/City of Salida. The engineering agreement will be split into two items: Lump Sum Basic Services (Design, Specifications, and Bidding/Negotiation) and Optional - Special Services (Contracting, Construction, and Project Closeout).



April 4, 2017
Page 3

Fee Proposal

Burns & McDonnell's estimated costs for these services are as follows:

Basic Services:

- Detailed Design - \$6,800.00
TOTAL BASIC SERVICES \$6,800.00

Optional Special Services:

- Construction Phase Services - \$8,000.00
TOTAL SPECIAL SERVICES \$8,000.00

This includes labor, travel, and miscellaneous expenses to complete the project. For a detailed summary of hours and costs, please see the Engineering Services Cost Proposals summaries attached.

Thank you for giving us the opportunity to provide our proposal for this exciting project at Salida Airport - Harriet Alexander Field. Please don't hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Tessitore".

Nick Tessitore, P.E.
Project Manager
303-474-2213

Element 2

DERIVATION OF CONSULTANT PROJECT COSTS
DESIGN PHASE
TAXILANE EXTENSION
SALIDA, CO
TAXILANE EXTENSION
BASIC & SPECIAL SERVICES
April 4, 2017

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Field	Contract
Project Manager	2.0	\$56.16	\$112.33	\$0.00	\$0.00
Assoc. Civil Engineer	0.0	\$59.18	\$0.00	\$0.00	\$0.00
Sr. Civil Engineer	29.0	\$56.16	\$1,628.74	\$0.00	\$0.00
Staff Civil Engineer	0.0	\$50.73	\$0.00	\$0.00	\$0.00
Assist. Civil Engineer	0.0	\$42.58	\$0.00	\$0.00	\$0.00
Sr. Electrical Engineer	0.0	\$50.73	\$0.00	\$0.00	\$0.00
Staff Electrical Engineer	0.0	\$46.20	\$0.00	\$0.00	\$0.00
Sr. Technician	0.0	\$42.58	\$0.00	\$0.00	\$0.00
Staff Technician	0.0	\$33.21	\$0.00	\$0.00	\$0.00
Field Engineer (Regular)	0.0	\$46.20	\$0.00	\$0.00	\$0.00
Field Engineer (Secondar	0.0	\$42.58	\$0.00	\$0.00	\$0.00
Clerical	0.0	\$17.82	\$0.00	\$0.00	\$0.00
	31.00				
Total Direct Salary Costs			\$1,741.06	\$0.00	\$0.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	201.07%	Office	\$3,500.76		
Percentage of Direct Salary Costs @	144.76%	Field		\$0.00	
Percentage of Direct Salary Costs @	75.85%	Contract			\$0.00

3 SUBTOTAL:

Items 1 and 2			\$5,241.82	\$0.00	\$0.00
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4 PROFIT:

10.00%	of Item 3 Subtotal		\$524.18	\$0.00	\$0.00
	Subtotal		\$5,766.00	\$0.00	\$0.00

5 OUT-OF-POCKET EXPENSES:

a. Transportation (Office Staff)	454.00 Miles @	/ Mile \$0.575 =	\$261.05		
b. Transportation (Field Staff)	0.00 Miles @	\$0.58 / Mile =		\$0.00	
c. Expense (meals) office (per day)	1.00 days @	\$46.00 / day=	\$46.00		
d. Expense (lodging) office (per day)	0.00 days @	\$83.00 / day=	\$0.00		
e. Expense field (meals) : per day	0.00 days @	\$46.00 / day =		\$0.00	
f. Expense field (lodging) : per day	0.00 days @	\$83.00 / day =		\$0.00	
g. Comp. hrs: (N/A)	0.00 Hours @	\$0.00 / Hour =	\$0.00		
h. Comp. hrs: (N/A)	0.00 Hours @	\$0.00 / Hour =	\$0.00		
i. Materials and Supplies		=	\$727.00	\$0.00	\$0.00
Total Out-of-Pocket Expenses			\$1,034.05	\$0.00	\$0.00

6 SUBCONTRACT COSTS:

a. Surveyor:	=	\$0.00	\$0.00	\$0.00
b. Material Testing:	=	\$0.00	\$0.00	\$0.00
c. Field Support:	=	\$0.00	\$0.00	\$0.00
d. Other:	=	\$0.00	\$0.00	\$0.00
Subtotal		\$0.00	\$0.00	\$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6			\$6,800.05	\$0.00	\$0.00
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TOTAL:	DESIGN PHASE	\$6,800.05
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DESIGN PHASE

Element 4

DERIVATION OF CONSULTANT PROJECT COSTS
CONSTRUCTION SERVICES
TAXILANE EXTENSION
SALIDA, CO
TAXILANE EXTENSION
BASIC & SPECIAL SERVICES
April 4, 2017

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Field	Contract
Project Manager	2.0	\$56.16	\$112.33	\$0.00	\$0.00
Assoc. Civil Engineer	0.0	\$59.18	\$0.00	\$0.00	\$0.00
Sr. Civil Engineer	1.0	\$56.16	\$56.16	\$0.00	\$0.00
Staff Civil Engineer	0.0	\$50.73	\$0.00	\$0.00	\$0.00
Assist. Civil Engineer	6.0	\$42.58	\$255.45	\$0.00	\$0.00
Sr. Electrical Engineer	0.0	\$50.73	\$0.00	\$0.00	\$0.00
Staff Electrical Engineer	0.0	\$46.20	\$0.00	\$0.00	\$0.00
Sr. Technician	0.0	\$42.58	\$0.00	\$0.00	\$0.00
Staff Technician	0.0	\$33.21	\$0.00	\$0.00	\$0.00
Field Engineer (Regular)	40.0	\$46.20	\$0.00	\$1,847.95	\$0.00
Field Engineer (Secondar	0.0	\$42.58	\$0.00	\$0.00	\$0.00
Clerical	0.0	\$17.82	\$0.00	\$0.00	\$0.00
	49.00				
Total Direct Salary Costs			\$423.94	\$1,847.95	\$0.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	201.07%	Office	\$852.42		
Percentage of Direct Salary Costs @	144.76%	Field		\$2,675.10	
Percentage of Direct Salary Costs @	75.85%	Contract			\$0.00

3 SUBTOTAL:

Items 1 and 2			\$1,276.36	\$4,523.05	\$0.00
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4 PROFIT:

10.00%	of Item 3 Subtotal		\$127.64	\$452.31	\$0.00
	Subtotal		\$1,404.00	\$4,975.36	\$0.00

5 OUT-OF-POCKET EXPENSES:

a. Transportation (Office Staff)	0.00 Miles @	\$0.575 / Mile =	\$0.00		
b. Transportation (Field Staff)	702.00 Miles @	\$0.58 / Mile =		\$403.65	
c. Expense (meals) office (per day)	1.00 days @	\$46.00 / day=	\$46.00		
d. Expense (lodging) office (per day)	0.00 days @	\$83.00 / day=	\$0.00		
e. Expense field (meals) : per day	3.00 days @	\$46.00 / day =		\$138.00	
f. Expense field (lodging) : per day	3.00 days @	\$83.00 / day =		\$249.00	
g. Comp. hrs: (N/A)	0.00 Hours @	\$0.00 / Hour =	\$0.00		
h. Comp. hrs: (N/A)	0.00 Hours @	\$0.00 / Hour =	\$0.00		
i. Materials and Supplies		=	\$0.00	\$784.16	\$0.00
Total Out-of-Pocket Expenses			\$46.00	\$1,574.81	\$0.00

6 SUBCONTRACT COSTS:

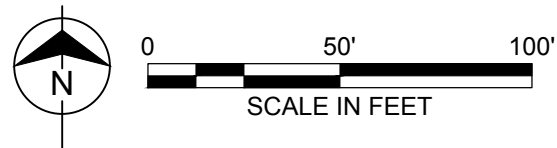
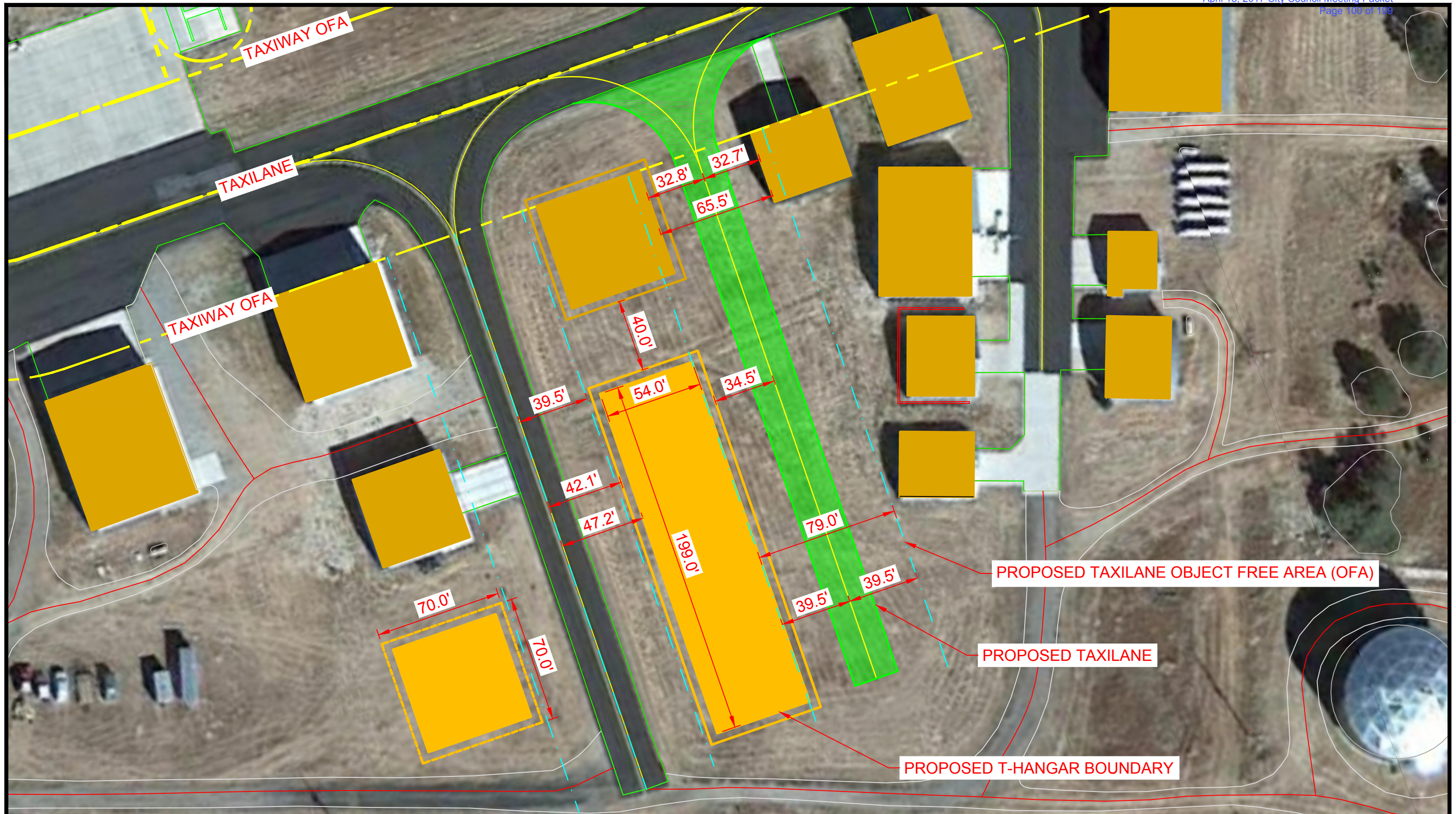
a. Surveyor:	=	\$0.00	\$0.00	\$0.00
b. Material Testing:	=	\$0.00	\$0.00	\$0.00
c. Field Support:	=	\$0.00	\$0.00	\$0.00
d. Other:	=	\$0.00	\$0.00	\$0.00
Subtotal		\$0.00	\$0.00	\$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6			\$1,450.00	\$6,550.17	\$0.00
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TOTAL:	CONSTRUCTION SERVICES	\$8,000.17
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CONSTRUCTION SERVICES



date 12/15/2016
designed N. TESSITORE

SALIDA AIRPORT

TAXILANE SKETCH
OPTION 1

project	87315
contract	
SK -	EXHIBIT

**ENGINEER'S ESTIMATED COST OF CONSTRUCTION
HARRIET ALEXANDER FIELD
SALIDA, CO
SCHEDULE I: TAXILANE EXTENSION
PROJECT NO.
Burns & McDonnell No.
April 2017**

Item No.	FAA Item No.	Description of Work	Units	Estimated Quantity	TOTAL PROJECT COST		TOTAL AIP ELIGIBLE COST		TOTAL STATE COST	TOTAL SPONSOR COST
					UNIT COST	TOTAL	UNITS	TOTAL	TOTAL	
		Base Bid								
1	P-100	Mobilization	LS	1	\$3,147.75	\$3,147.75	1.00	\$2,832.98	\$157.39	\$157.39
2	P-101	Surface Preparation	SY	1,000	\$5.00	\$5,000.00	1,000.00	\$4,500.00	\$250.00	\$250.00
3	P-152	Excavation/Embankment	CY	325	\$8.00	\$2,600.00	325.00	\$2,340.00	\$130.00	\$130.00
4	P-154	Subbase Course	SY	1,000	\$5.00	\$5,000.00	1,000.00	\$4,500.00	\$250.00	\$250.00
5	P-209	6" Crushed Aggregate Base Course	SY	1,000	\$10.00	\$10,000.00	1,000.00	\$9,000.00	\$500.00	\$500.00
6	P-401	4" Hot Mix Asphalt	TON	250	\$125.00	\$31,250.00	250.00	\$28,125.00	\$1,562.50	\$1,562.50
7	P-603	Bituminous Tack Coat	GAL	200	\$6.00	\$1,200.00	200.00	\$1,080.00	\$60.00	\$60.00
8	P-620	6" Taxiway Pavement Marking (yellow - reflectorized)	SF	185	\$3.00	\$555.00	185.00	\$499.50	\$27.75	\$27.75
9	T-901	Seeding/Mulching	AC	0.10	\$3,500.00	\$350.00	0.10	\$315.00	\$17.50	\$17.50
10	L-125	Taxiway Reflectorized Markers	EA	14	\$500.00	\$7,000.00	14.00	\$6,300.00	\$350.00	\$350.00
		Total				\$66,102.75		\$59,492.48	\$3,305.14	\$3,305.14

Total (without reflectors) =

\$59,102.75



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 10.	Community Development Department	Beverly Kaiser

ITEM: Ordinance 2017-10 Snyder Annexation 1st Reading, An ordinance of the City Council for the City of Salida, Colorado, approving the annexation of 8.14 acres of land to the City of Salida.

BACKGROUND: The request is to pass on first reading an ordinance annexing the Snyder parcel.

APPLICANTS:

Jodie and Barry Snyder, 232 Helena Circle, Littleton, CO 80124

LOCATION:

The subject property is located at 1139 and 1141 Highway 50 adjacent to and south of the Salida Vineyard Christian Fellowship property. The complete description of the property is included with the ordinance.

BACKGROUND REVIEW:

Below is a brief summary of the process for annexations, proposal for the site, and the Planning Commission's recommendation for the Annexation.

To annex a property, the City must follow the steps and procedures outlined in the Colorado Revised Statutes. The final steps for annexation are passing an ordinance annexing the parcel into the City and then passing an ordinance zoning the property. The City Council reviewed and approved Resolution 2017-16 on March 21, 2017, which found the Snyder petition for annexation in substantial compliance with state statutes and scheduled a public hearing for May 2, 2017.

The Planning Commission reviewed the annexation application on March 27, 2017. The staff report is attached to this memo.

FISCAL NOTE:

STAFF RECOMMENDATION: Staff recommends passing Ordinance No. 2017-10 to annex the Snyder property on first reading with the following conditions:

1. That the applicant connects to the City water main with the required number of taps located adjacent to Highway 50 along the northern boundary of the property for the purpose of domestic water service. The applicant will limit the use of the existing well to permitted non-domestic purposes.
2. That the applicant dedicate an easement for a ten (10) foot wide non-motorized public trail at a location approved by the City south of the South Arkansas River in conformance with Salida Regional Transportation Plan adopted by the City on Nov. 3, 2009. Such easement shall include sufficient width for trail maintenance. The timing, responsibility, and means of future trail construction will be defined in the annexation agreement to be reviewed and approved by the City Council.
3. That the applicant enter into an annexation agreement to implement the preceding conditions of approval.

That the annexation plat include a plat note stating "a future ten (10) foot wide easement shall be established for a non-motorized public trail at a location to be approved by the City of Salida with sufficient width for trail maintenance at a date determined by the City."



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 10.	Community Development Department	Beverly Kaiser

Suggested Motions: A Council person should make a motion “to approve Ordinance No. 10, 2017, An ordinance of the City Council for the City of Salida, Colorado approving the annexation of a 8.14 acre parcel of land to the City of Salida known as the Snyder Annexation, setting the public hearing date for May 2, 2017, and ordering the ordinance to be published in full.”

Followed by a second and then roll call and vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 10
SERIES OF 2017**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SNYDER ANNEXATION.

WHEREAS, on January 14, 2017, Barry and Jodie Snyder filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 8.14 acres located at 1139 and 1141 U.S. Highway 50 in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 16, Series of 2017 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on May 2, 2017, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on May 2, 2017 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on _____, _____, _____, and _____, 2017 in *The Mountain Mail* newspaper; and

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area; and

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the Snyder Annexation; and

WHEREAS, the City currently has in place a Comprehensive Plan and other long-range planning documents which constitute the City's annexation plan.

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

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

2. The annexation to the City of the Snyder Annexation described on Exhibit A is hereby approved, and such real property is hereby annexed to and made a part of the City of Salida, with the following conditions of approval:

1. That the applicant connects to the City water main with the required number of taps located adjacent to Highway 50 along the northern boundary of the property for the purpose of domestic water service. The applicant will limit the use of the existing well to permitted non-domestic purposes.
2. That the applicant dedicate an easement for a ten (10) foot wide non-motorized public trail at a location approved by the City south of the South Arkansas River in conformance with Salida Regional Transportation Plan adopted by the City on Nov. 3, 2009. Such easement shall include sufficient width for trail maintenance. The timing, responsibility, and means of future trail construction will be defined in the annexation agreement to be reviewed and approved by the City Council.
3. That the applicant enter into an annexation agreement to implement the preceding conditions of approval.
4. That the annexation plat include a plat note stating “a future ten (10) foot wide easement shall be established for a non-motorized public trail at a location to be approved by the City of Salida with sufficient width for trail maintenance at a date determined by the City.”

3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:

- A. File one (1) copy of the Annexation Map and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
- B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Map, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on April 18, 2017, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the _____, 2017 and set for second reading and public hearing on the 2nd day of May, 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED IN FULL, by the City Council on the 2nd day of May, 2017.

CITY OF SALIDA, COLORADO

James LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of
_____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____,
2017.

City Clerk/Deputy City Clerk

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/17/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Annexation Package

Hi, Bev:

We appreciate your continued assistance with our annexation application. Following our discussions in 2016, we are submitting this **DRAFT** package for your review. It includes a single copy of:

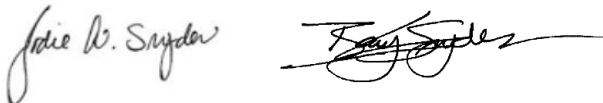
- General Development Application and supporting attachments
- Annexation Petition
- Annexation Plat
- Narrative
- Application Fee
- A list of adjoining property owners for public notice

We will provide 10 copies of these documents once they are finalized, pending City review. Please let us know if you have any questions. Is there any other information we need to include with our final package?

We plan to submit the *Petition for Exclusion from the South Arkansas Fire Protection District* when annexation is complete. We also plan to provide the digital copy of the plat once it is finalized, pending City review.

Thanks for your time.

Sincerely,

The block contains two handwritten signatures. The first signature on the left is 'Jodie A. Snyder' in a cursive script. The second signature on the right is 'Barry L. Snyder' in a cursive script.

Jodie A. Snyder and Barry L. Snyder



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type)_____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Limited Impact Review:
(Type)_____ |
| <input type="checkbox"/> Appeal Application (Interpretation) | |
| <input type="checkbox"/> Certificate of Approval | <input type="checkbox"/> Major Impact Review:
(Type)_____ |
| <input type="checkbox"/> Creative Sign Permit | |
| <input type="checkbox"/> Historic Landmark/District | <input type="checkbox"/> Other:_____ |
| <input type="checkbox"/> License to Encroach | |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Jodie and Barry Snyder
Mailing Address: 232 Helena Circle, Littleton, CO 80124
Telephone Number: 303-842-2379 FAX: _____
Email Address: jodie.a.daley@gmail.com
Power of Attorney/ Authorized Representative: Greg Powell
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Not applicable
Street Address: 1139 and 1141 E Hwy 50
Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)
Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent _____ Date _____

Signature of property owner Jodie B. Snyder Barry Snyder Date 1/17/2017

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/17/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Annexation Authorized Representative

Dear City Staff:

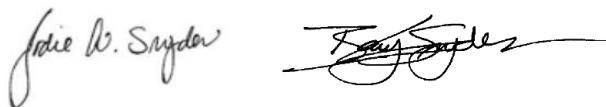
As a supplement to our General Development Application and in support of our request for annexation, we want to note that **Greg Powell** is an authorized representative.

We authorize that Greg may represent us during this annexation process. Here is Greg's contact information:

Powell & Murphy, P.C.
417 West 1st Street
Salida, CO 81201
Phone: 719-539-8604
gregpowell@qwestoffice.net

Thanks for your time.

Sincerely,

The block contains two handwritten signatures in black ink. The signature on the left is 'Jodie A. Snyder' and the signature on the right is 'Barry L. Snyder'.

Jodie A. Snyder and Barry L. Snyder

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/17/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Disclosure of Ownership

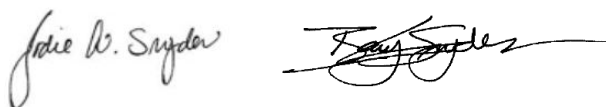
Dear City Staff:

As a supplement to our General Development Application and in support of our request for annexation, this letter includes a disclosure of ownership.

Barry L Snyder and Jodie A Snyder own this property. **This property does not involve any mortgages, loans, liens, easements, judgments, contracts, or agreements that run with the land.**

Please let us know if you have any questions. Thanks for your time.

Sincerely,

The image shows two handwritten signatures in black ink. The signature on the left is 'Jodie A. Snyder' and the signature on the right is 'Barry L. Snyder'. Both signatures are written in a cursive, flowing style.

Jodie A. Snyder and Barry L. Snyder

ANNEXATION PETITION

TO THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, GREETINGS:

The undersigned hereby petition(s) the City of Salida to annex to the City of Salida the territory shown on the map(s) attached hereto and described on the attachment hereto:

This Petition is signed by the landowners qualified to sign. It is intended that this Petition be a one hundred percent (100%) petition for annexation as described in C. R. S. 1973, Section 31-12-107(l)(g), (as amended).

In support of this petition, the undersigned state(s) and allege(s) as follows, to wit:

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.
3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.
4. Accompanying this petition are two mylars and twenty copies of the annexation map.
5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.
6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.
7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.
8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.
9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

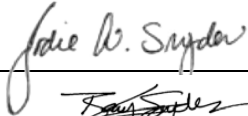

ANNEXATION PETITION

"INSERT A"

A tract of land located within the Southeast Quarter of the Southeast (SE1/4 SE1/4) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows:
Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6753') of that parcel of land described in Deed of Record filed under Reception No. 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way marker for Station 2242+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet; thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;
thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;
thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;
thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;
thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 448.09 feet;
thence South 89°49'32" West at a right angle to the above said section line 134.86 feet;
thence South 00°07'52" East 571.50 feet to an existing one inch diameter cedar post (said cedar corner post is located North 88°54'30" West 151.28 feet from the southeast corner of said Section 5—a government brass capped pipe monument);
thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;
thence North 00°44'43" West 321.08 feet along a fence to a fence angle point;
thence North 00°31'18" East along said existing fence to the centerline of the South Arkansas River;
thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salda (Plat filed on 16 September 1975, under Reception No. 165926—Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salda;
thence South 89°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.

ANNEXATION PETITION

This Section must be filled out if there are multiple properties/property owners petitioning annexation.

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
	1/17/2017	232 Helena Circle, Littleton, CO 80124	Entire Property described in Insert A
	1/17/2017	232 Helena Circle, Littleton, CO 80124	Entire Property described in Insert A

[illegible]

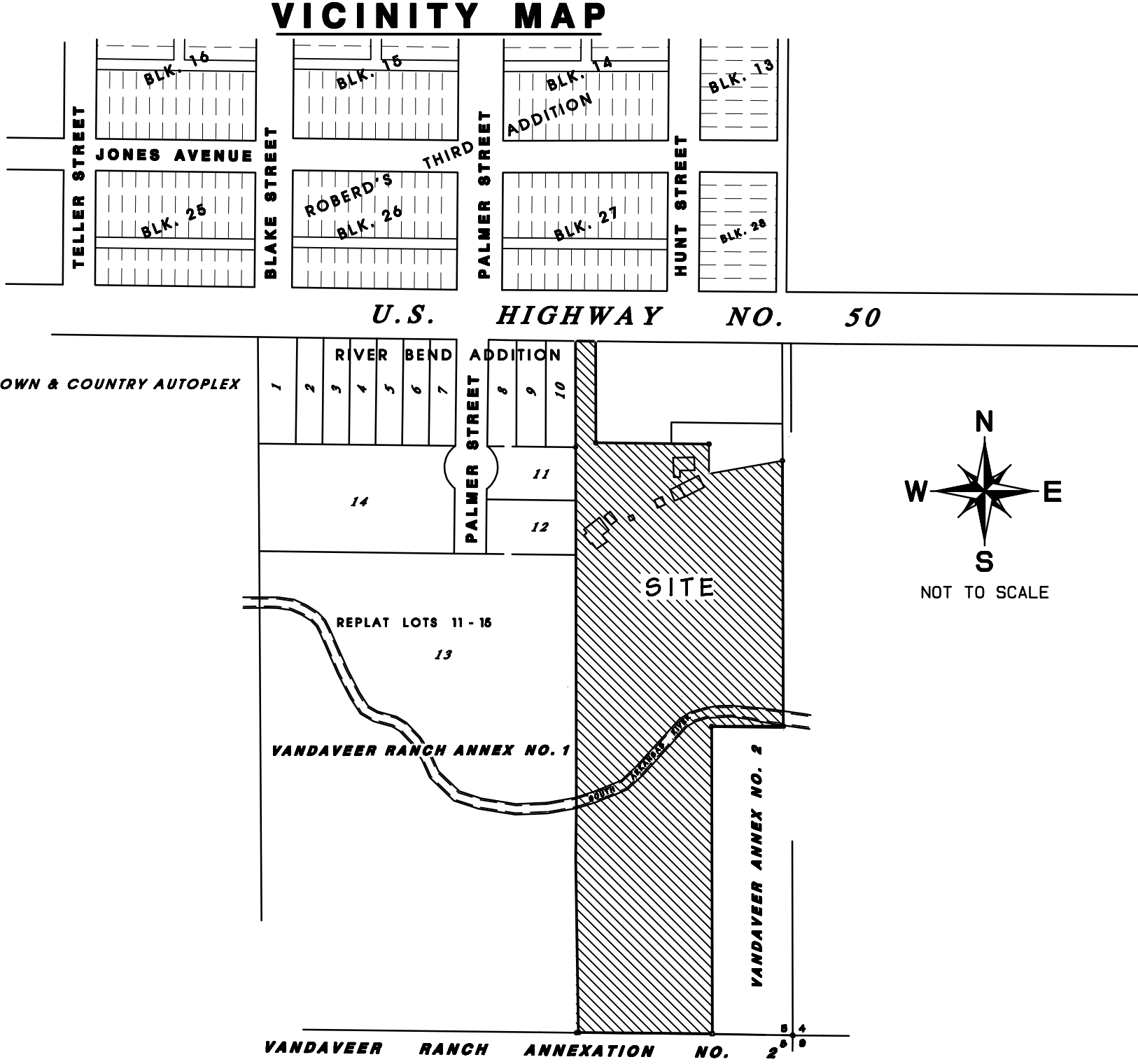
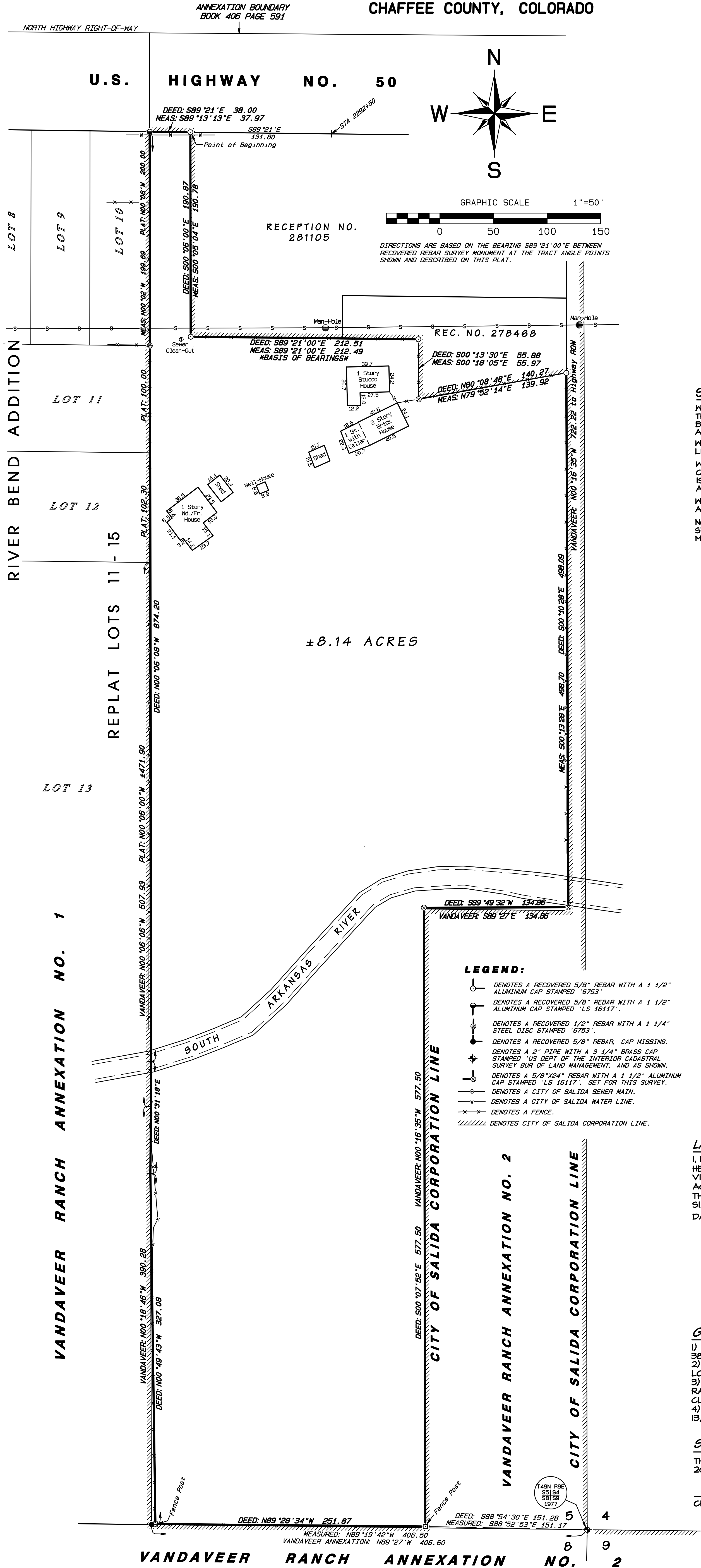
Subscribed and sworn to before me this _____ day of _____, A. D. 20__.

Witness my hand and official seal. My commission expires: _____.

Notary Public

SNYDER ANNEXATION TO THE CITY OF SALIDA

OF A TRACT LOCATED IN THE
SE 1/4 SE 1/4 OF SECTION 5, T 49 N, R 9 E, N.M.P.M.
CHAFFEE COUNTY, COLORADO



SNYDER ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY BARRY L. SNYDER AND JODIE A. SNYDER, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;

AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2016, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARINGS ON _____, 2016, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2016), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

WHEREAS, ON _____, 2016, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2016), APPROVING AND ANNEXING THE SNYDER ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE SNYDER ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 8.14 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land located within the Southeast Quarter of the Southeast (SE1/4 SE1/4) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows:
Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6753') of that parcel of land described in Deed of Record filed under Reception No. 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way marker for Station 2242+50 of U.S. Highway 50 bears South 84°21'00" East 131.8 feet; thence proceeding around the tract herein described South 00°06'00" East 140.87 feet to the southwest corner of the above described parcel;
thence South 84°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;
thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;
thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;
thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 448.04 feet;
thence South 84°44'32" West at a right angle to the above said section line 134.86 feet;
thence South 00°07'52" East 571.50 feet to an existing 1/2 inch diameter cedar post (said cedar corner post is located North 88°54'30" West 151.28 feet from the southeast corner of said Section 5-a government brass capped pipe monument);
thence North 84°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;
thence North 00°44'43" West 327.08 feet along a fence to a fence angle point;
thence North 00°51'18" East along said existing fence to the centerline of the South Arkansas River;
thence North 00°06'00" West along a fence line, also being the Eastern boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926-Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;
thence South 84°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2016.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNER:
Barry L. Snyder and Jodie A. Snyder
232 Helend Circle
Littleton, CO 80124

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT BARRY L. SNYDER AND JODIE A. SNYDER, BEING THE OWNERS OF 100% OF THE PROPERTY SHOWN AND DESCRIBED HEREON DESIRE AND APPROVE THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

BARRY L. SNYDER _____ JODIE A. SNYDER _____

STATE OF COLORADO }
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2016, BY BARRY L. SNYDER AND JODIE A. SNYDER, WHOSE NAMES ARE SUBSCRIBED ABOVE.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON WERE RECOVERED OR SET AS INDICATED, AND THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO
DATED THIS _____ DAY OF _____, 2016.

MICHAEL K. HENDERSON
RES. L. S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

- 1) ANNEXATION DESCRIPTION CONTAINED HEREON IS BASED ON WARRANTY DEED RECORDED AT RECEPTION NO. 384444 OF THE CHAFFEE COUNTY RECORDS.
- 2) ANNEXATION BOUNDARIES BASED ON THE AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.
- 3) VANDAVEER REFERS TO BEARINGS AND DISTANCES FOUND ON THE PLATS OF THE CITY OF SALIDA VANDAVEER RANCH ANNEXATION, SERIAL ANNEXATION NO. 1 AND SERIAL ANNEXATION NO. 2. ROTATE VANDAVEER BEARINGS CLOCKWISE 00°07'18" TO MATCH THE BASIS OF BEARINGS FOR THIS PLAT.
- 4) PLAT REFERS TO PLATS OF RIVER BEND ADDITION TO THE CITY OF SALIDA AND THE REPLAT OF LOTS 11, 12, 13, 14 AND 15 OF RIVER BEND ADDITION.

SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2016, BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK OF THE CITY OF SALIDA

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE SNYDER ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 2016.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE SNYDER ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2016, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

ADDED VICINITY MAP: 9/6/16 M.K.H.	
SNYDER ANNEXATION	
IN THE SE 1/4 SE 1/4 OF SECTION 5, T 49 N, R 9 E, N.M.P.M.	
CHAFFEE COUNTY	
Job Number: J-16-150	DESIGNED: B. S. H.
DRAWN BY: TMO CAD	M. K. H.
CHECKED: Fld. book: 5310, Pgs. 8-11, DC TSC3	DATE: 8/23/16
DRAWING NO. L-16-59	

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/17/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Annexation Narrative

Dear City Staff:

As a supplement to our General Development Application here is a narrative with background on our property and our future intents and plans.

The parcel in question is over eight acres total and is bisected by the South Arkansas River. Approximately five acres are located north of the river. The remaining three acres are located south of the river. The parcel is an enclave, surrounded by incorporated Salida on all four sides and City owned property on three of four sides.

OUR FUTURE PLANS

Here is an overview of our plans for the property and some additional background. We are not planning to subdivide this parcel and intend to keep the two residences and barn that currently exist. When we move on the property in the next few years, we plan to add onto the smaller residence and restore the barn to serve as our home. We will build a detached garage/workshop for our use and also maintain the other existing house as a full time rental. We plan to use a small part of the property as an urban, greenhouse based aquaponics farm to produce a local, sustainable food source for Salida (including produce, fish, and eggs). We also plan to complete wetland and native habitat restoration and conservation in riparian and riverine areas of the property.

PRE-ANNEXATION

In January 2011, we completed a pre-annexation agreement with the City in order to connect to City sewer. We recently learned that our well is contaminated and now are requesting connection to City water, which the pre-annexation agreement indicates is a trigger for annexation. We have drafted an annexation agreement for the City's review (e-mailed to Bev Kaiser on 1/18/16). This agreement addresses the trail and our concerns to protect the sensitive riparian ecosystem present on this property. That ecosystem is critical for fish and wildlife, water quality, and floodplain management. Additionally, the pre-annexation agreement included discussion about identifying a location for access to the three acres of property south of the river. That portion of the property is landlocked, with no direct access to CR 104. Since that time, Madison House constructed an unpaved roadway near the southern edge of the property. Should that roadway be further improved in the future, we will coordinate with the City at that future time to discuss obtaining access to the southern three acres.

ZONING

We understand this property is a non-traditional property compared with many other City parcels. We would like the property to be zoned for residential mixed use, so that we are not precluded from completing our future plans. We also want confirmation from the City that we will be allowed to continue maintaining two separate residences on the property when a subdivision is not planned.

ANNEXATION REVIEW STANDARDS

1. Consider Costs and Benefits

This parcel is an enclave surrounded by City and was described in the pre-annexation agreement as being eligible for unilateral annexation. Benefits to the City of annexing this property include reducing acreage of unincorporated property within City boundaries and having control of land uses.

2. Agreements

Two components of this property may be considered for the greater good.

- Dedication of a trail easement is planned.
- Restoration and conservation of natural habitat (both wetland and riparian zone) is planned.

3. Providing Public Facilities and Services

This property is not planned for subdivision or development supporting additional residences beyond the current condition. The requirement for providing public facilities is not applicable. No extension of City utility lines would be necessary.

4. Provide for Orderly Development of the City

This property is not planned for subdivision or development supporting additional residences beyond the current condition. The requirement for providing orderly development is not applicable.

5. Implement Comprehensive Plan

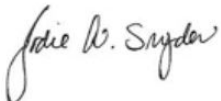
This annexation supports the comprehensive plan by removing an enclave of county property from within City limits.

6. Housing for the Community

This property is not planned for subdivision or development supporting additional residences beyond the current condition. The requirement for providing housing for the community is not applicable.

Please let us know if you have any questions. Thanks for your time.

Sincerely,



Jodie A. Snyder and Barry L. Snyder



PLANNING COMMISSION STAFF REPORT

MEETING DATE: Monday, March 27, 2017

AGENDA ITEM TITLE: Snyder Annexation

AGENDA SECTION: Public Hearing

REQUEST:

The request is to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 8.14 acres located at 1139 and 1141 Highway 50 in the County of Chaffee, State of Colorado.

APPLICANT: The applicants are Jodie and Barry Snyder of 232 Helena Circle, Littleton, CO.

LOCATION: The subject property is a certain unincorporated tract of land comprised of 8.14 acres located at 1139 and 1141 Highway 50. It has two addresses because it currently has two sewer taps. The property is adjacent to the City of Salida on all sides; in other words it is an enclave of county property in the City. The Vandaveer PD property surrounds the property along the southern west, south, and eastern boundaries. The River Bend Addition subdivision is adjacent to the property on the northwest boundary. Along the northern boundary 1.67 acres of property zoned commercial falls between the proposed annexation and Highway 50. A 37.97' wide by 190.78' long extension connects the property to Highway 50. The South Arkansas River bisects the property approximately in the middle portion. The property is impacted by the Salida Regional Transportation Plan Trails Plan (map 9.3) which includes a trail along the South Arkansas River.

Existing Land Use: Currently the property contains two houses, a historic brick barn and cellar, two sheds, and a well house, all on the northern portion. The property is already connected to the City sewer system via a pre-annexation agreement. South of the houses, the property drops off to the river, where it is then vacant open space.

Surrounding Land Use: North: Highway 50, Salida Vineyard Christian Fellowship, and Subway, East: predominantly vacant land, South: open space and vacant land in Vandaveer PD, Northwest: commercial (mostly storage units), and Southwest: vacant land including the South Arkansas River, a portion of which is in the Vandaveer PD.

Proposed Land Use: The applicants state that the property is to remain in residential use with a small farming component. They also state they would like the trail easement to be located south of the South Arkansas River where it can connect to the future open space and trail system planned for the Vandaveer PD.

Existing and Surrounding Zoning: Currently the property is zoned COM (commercial) north of the river and RES (residential) south of the river in Chaffee County. The existing zoning on the adjacent property within the City limits to the north and west (north of the river) is C-1 Commercial. The Vandaveer PD surrounds the property on the southern west, south, and eastern sides. Within the Vandaveer PD, the zone districts include POS (Parks/Open Space) and VN (Vandaveer Neighborhood) to the south.

Proposed Zoning: The applicants are requesting residential mixed-use (RMU) zone to accommodate their desire to retain the residences (without subdivision) and use part of the property as an urban greenhouse-based aquaponics farm.

PROCESS:

An application for annexation is a multi-step process. The application was accepted by the City Council, by adoption of Resolution No. 17, Series 2017 on March 21, 2017, and authorized to proceed with the annexation process. A City Council public hearing is scheduled on April 18, 2017.

The annexation application is addressed by the Planning Commission through a public hearing process. The Commission shall review the annexation map and all required supportive information and shall submit a written recommendation to the City Council. In its review of the application, the Commission shall focus on the standards for annexation contained in Chapter 16, Article IX, Annexation, of the Municipal Code. Council has final decision-making authority in such applications.

OBSERVATIONS:

1. The application for annexation was submitted on January 17, 2017.
2. The proposed annexation has greater than the required 1/6th contiguity (as required by State Statute CRS 31-12-108) with the municipal boundary of the City of Salida. The entire perimeter of the property is contiguous to the City limits.
3. The annexation property is under ownership of two people, Jodie and Barry Snyder, and the owners have signed the application for the annexation.
4. The annexation property is currently zoned commercial (COM) and residential (RES) in Chaffee County. The applicants are requesting RMU (residential mixed use) zoning.
5. If annexed, the narrow extension of the property that connects to Highway 50 falls within the Highway 50 Corridor Overlay Zone (Section 16-5-60 of the Salida Land Use and Development Code). Adherence to the stipulations in this overlay will be required.
6. The annexation plat illustrates a water line within the Highway 50 right of way just north of the private property and a sewer main crossing the northern extension of the property to the north. The property is already connected to the City sewer system.
7. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.
8. The property is adjacent to Hwy 50 from which it can obtain its access.

9. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan. The Comprehensive Plan (adopted April 16, 2013) states that “annexation allows the city an opportunity to expand its border, address deficiencies in available space for industrial, commercial or residential lands and may create financial opportunities for the city.” The annexation of this property captures an enclave surrounded on sides by the City of Salida.
10. The property falls within the area of one of the trails in the Trails Plan adopted as a part of the Salida Regional Transportation Plan on Nov. 3, 2009. Dedication of an easement for a non-motorized trail along the South Arkansas River is required as part of the annexation.

REVIEW AGENCY COMMENTS

Project review requests were sent to referral agencies on March 3, 2017 with a request for response by March 16, 2017.

Finance Department – The Salida Finance Department responded that the two existing residences will require two water taps (as they already have two sewer taps with two addresses).

Fire Department – The Salida Fire Department responded “no concerns.”

Police Department – Terry Clark of the Salida Police Department responded that “I have no concerns at this time.”

Public Works – David Lady of the Public Works Department responded “no concerns since not subdividing. Suggest discussion with regarding future trail connection for Vandaveer south of river and location.”

City Attorney- No comments have been received.

Chaffee County – No comments have been received.

RECOMMENDED FINDINGS:

1. That the application meets the requirements of Article IX for annexations.
2. That the applicant enter into an annexation agreement which will detail any issues or additional requirements negotiated and approved by the City Council, including, but not limited to conditions recommended by the Planning Commission.
3. That adequate public facilities are available to serve the property.
4. That the annexation provides for orderly development of the City by annexation of an area that is adjacent to the municipal boundary and serviced by the City for sewer, water and police and fire protection.
5. That the annexation further implements the Comprehensive Plan and supports the vision and goals set forth therein.

6. That the annexation implements a portion of the Salida Regional Transportation Plan: Trails Plan (map 9.3) creating opportunity for implementation of a portion of the South Arkansas River Trail.

RECOMMENDED ACTION:

Based upon the observations, review standards, and findings outlined above, staff recommends the following:

That the Commission recommend **APPROVAL** of the application to annex Snyder Annexation, a parcel of land comprised of 8.14 acres located at 1139 and 1141 Highway 50 described on the annexation plat, with the following conditions:

1. That the applicant connects to the City water main with the required number of taps located adjacent to Highway 50 along the northern boundary of the property for the purpose of domestic water service. The applicant will limit the use of the existing well to permitted non-domestic purposes.
2. That the applicant dedicate an easement for a ten (10) foot wide non-motorized public trail at a location approved by the City south of the South Arkansas River in conformance with Salida Regional Transportation Plan adopted by the City on Nov. 3, 2009. Such easement shall include sufficient width for trail maintenance. The timing, responsibility, and means of future trail construction will be defined in the annexation agreement to be reviewed and approved by the City Council.
3. That the applicant enter into an annexation agreement to implement the preceding conditions of approval.

RECOMMENDED MOTION:

That the recommended findings be made and the recommended action be taken.

Attachments: Application and Petition
Annexation Plat

BECAUSE THIS APPLICATION IS FOR AN ANNEXATION THE PLANNING COMMISSION IS MAKING A RECOMMENDATION TO THE SALIDA CITY COUNCIL WHO WILL MAKE THE FINAL DECISION ON THIS APPLICATION.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 11.	Community Development Department	Beverly Kaiser

ITEM: Ordinance 2017-11 Snyder Annexation Agreement 1st Reading, An ordinance of the City Council for the City of Salida, Colorado, approving an annexation agreement between the City of Salida and Jodie and Barry Snyder.

BACKGROUND: The request is to approve an Ordinance on first reading for the annexation agreement between the City of Salida and Jodie and Barry Snyder.

APPLICANTS:

Jodie and Barry Snyder, 232 Helena Circle, Littleton, CO 80124

LOCATION:

The subject property is located at 1139 and 1141 Highway 50 adjacent to and south of the Salida Vineyard Christian Fellowship property. The complete description of the property is included with the ordinance.

BACKGROUND REVIEW:

To address the effects of an annexation a municipality and land owner may enter into an annexation agreement. The agreement is not required by law and is a matter of negotiation. The annexation agreement is a contract in which the municipality and landowner agree on certain mutually acceptable terms and conditions. Annexation agreements are permitted expressly by statute.

Potential items to include in the annexation agreement were discussed at the Conceptual Review meeting held by the Planning Commission and the City Council held on February 22, 2017. These items included the appropriate location of a public trail and inclusion in the Highway 50 Corridor Overlay. The annexation agreement has been prepared and reviewed by staff and reviewed by the applicant.

FISCAL NOTE:

STAFF RECOMMENDATION: Staff recommends passing Ordinance No. 2017-11 approving the annexation agreement for the Snyder Annexation.

Suggested Motions: A Council person should make a motion “to approve Ordinance No. 11, 2017, an ordinance of the City Council for the City of Salida, Colorado, approving the annexation agreement between the City of Salida and Jodie and Barry Snyder for the Snyder Annexation.

Followed by a second and then roll call and vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 11
(Series of 2017)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPROVING THE SNYDER ANNEXATION AGREEMENT.**

WHEREAS, in February 2017, Barry and Jodie Snyder (“Owners”) filed an Annexation Petition with the Salida City Clerk requesting that the Salida City Council commence proceedings to annex to the City a certain unincorporated tract of land located in the County of Chaffee, State of Colorado, known as the Snyder Annexation and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the City adopted Ordinance No. __, Series of 2017, on May 02, 2017, annexing the Property; and

WHEREAS, the City of Salida entered into the Snyder Annexation Agreement (the “Agreement”) on April 18, 2017 with Barry and Jodie Snyder; and

WHEREAS, the City and the Owner desire to enter into an Annexation Agreement, attached as Exhibit A and incorporated herein by this reference, pursuant to C.R.S. §31-12-101 *et seq.* to set forth the terms and conditions of the Property’s annexation into the City.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The City Council hereby approves the Snyder Annexation Agreement.
3. A copy of this Ordinance shall be recorded in the public records of Chaffee County to reflect such Amendment.

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 18th day of April, 2017 and set for second reading and public hearing on the 2nd day of May, 2017.

City of Salida, Colorado
Ordinance No. __, Series of 2017
Page 2 of 2

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the 2nd day of May, 2017.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2017.

Deputy City Clerk

SNYDER ANNEXATION AGREEMENT (1139 and 1141 EAST HIGHWAY 50)

THIS ANNEXATION AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2017, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and JODIE A. SNYDER AND BARRY L. SNYDER (together, “Annexor”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the “Snyder Annexation” and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”).
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately **[[#]]** acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On January 3, 2011, the City and the Annexor entered into a Pre-Annexation Agreement.
- 1.6 On _____, 2017, the Annexor filed with the City Clerk a petition for annexation of the Property (“Annexation Petition”).
- 1.7 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the “Annexation Act”), and Article IX of the City’s Land Use and Development Code.
- 1.8 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.9 On **[[DATE]]**, City Council adopted Ordinance No. **[[#]]**, annexing the Property to the City, and Ordinance No. **[[#]]**, zoning the Property as Residential Mixed Use (RMU) Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay. That portion of the Property included in the Highway 50 Corridor Overlay (“Highway 50 Corridor Overlay Portion”) is the driveway and adjacent parkway that fronts Highway 50 and provides access to the remaining portions of the parcel detached from Highway 50.

- 1.10 The City wishes to control its growth in a planned and orderly fashion, maintaining and improving its quality of life and its ability to provide and enhance environmental amenities, services, and local opportunity for its citizens.
- 1.11 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning of the Property.
- 1.12 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on **[[DATE]]**.
- 2.4 “Annexor” means Jodie A. Snyder and Barry L. Snyder, and their successor(s) and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark sky-compliant” means lighting in compliance with Section 16-8-100 of the City Code and intended to reduce the unnecessary use of artificial light at night.
- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:

- 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.10.2 The effective date of Ordinance No. **[[#]]**, annexing the Property to the City, has occurred; and
- 2.10.3 The effective date of Ordinance No. **[[#]]**, zoning the Property as RMU Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay, has occurred.
- 2.11 “Property” means the land that is described as the Snyder Annexation in the Annexation Petition and that is legally described in attached Exhibit A.
- 2.12 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition and zoning applications; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Annexor waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.

5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:

5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and

5.2.2 Final Annexation Approval has occurred.

5.3 Zoning of Property.

5.3.1 On March 27, 2017, the Salida Planning Commission recommended zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.

5.3.2 The parties agree and acknowledge that Owner does not currently have a development proposal for the Property. Because the Planning Commission did not review a development or subdivision proposal for the Property in conjunction with its review of the Annexation, any development or subdivision proposal for the Property, including within the RMU Zone District, must be reviewed and approved by the City before commencement of any development or subdivision.

5.3.2 At its **[[DATE]]**, 2017 meeting, the City Council approved zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.

5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

5.4.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time

application therefor is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. The City reserves the right to refuse to provide wastewater treatment service for any effluent that includes prohibited wastes as described in Section 13-2-120 of the City Code, or that is beyond the City's capability of treating in either quantity or quality.

5.4.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.

5.4.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.

5.4.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

5.4.5 Streets and Roads.

5.4.5.1 Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.

5.4.5.2 In accordance with the Section 16-5-60 of the City Code and the specifications described therein for streetscape and lighting within the Highway 50 Corridor Overlay, the Annexor shall install landscaping, sidewalks, pedestrian lighting, and stamped concrete parkways along the entire length of the Highway 50 Corridor Overlay Portion of the Property. The Annexor shall complete such improvements before proposing any development plan for the Property.

5.4.5.3 In the event that subdivision is proposed for the Property in the future, the Annexor shall submit plans and specifications for access improvements with the development application and Subdivision Plat for review and approval by the City. Such improvements must be referenced in and secured by a subdivision improvements agreement for the Property.

5.4.5.4 Annexor additionally shall comply with any and all Colorado Department of Transportation (“CDOT”) access requirements. Annexor acknowledges that CDOT may require the consolidation of access points to the Property in the event that the Property is redeveloped or subdivided in the future.

5.5 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:

5.5.1 Annexor’s Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City’s invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.5.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

5.6 Dedications and Easements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, even if the Property is not being platted or developed at the time the City deems dedication of the rights-of-way, easements, or public land necessary.

5.6.1 The Annexor shall dedicate public access and an easement for a ten-foot wide public pedestrian/bicycle trail located south of the south bank of the South Arkansas River, along with sufficient width on each side of the trail to allow for maintenance, including without limitation equipment access (“Trail Easement”).

The final alignment of the Trail Easement will not be determined until a plan is adopted for overall alignment of the trail to the east and west of the Property. The City shall use its best efforts to negotiate with the Annexor to determine a Trail Easement alignment and design agreeable to the Annexor considering the impact on the Annexor's use of the Property. The final alignment of the Trail Easement must minimize impacts to the riparian zone and avoid impacts to high-quality wetlands and mature trees. The Annexor is prohibited from constructing improvements on or within the Trail Easement. Costs incurred by the City in finalizing the Trail Easement location and construction, including any necessary agency approvals and studies, will be borne by the City and do not constitute Reimbursable Costs and Fees hereunder. Specifically, the City will pay for floodplain, wetland, and/or threatened and endangered species studies pertaining to the Trail Easement, as required by applicable federal law and regulations. Further, the City will pay for mitigation (e.g., wetland mitigation) for the Trail Easement as required by applicable federal law or regulations. The Trail Easement will be granted pursuant to the Recreational Use Act of Article 41 of Title 33, C.R.S. In consideration of the Annexor's dedication of the Trail Easement, the Annexor shall, as applicable, receive the corresponding credit for open space dedication as set forth in Chapter 16 of the City Code based upon the dedication requirement applied to the acreage of the Trail Easement.

- 5.6.2 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
- 5.6.3 The Annexor shall dedicate public utility easements for all interior streets.
- 5.7 All lighting on the Property must be "dark sky"-compliant.
- 5.8 In meeting its obligations with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney.
- 5.9 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City's approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor's activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.
- 5.10 Conveyance and Acceptance Requirements. Conveyance and acceptance requirements and reimbursement opportunities for all public improvements installed by Annexor in connection with the development or use of the Property are as described in the City Code.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to zoning of RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay. Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended.

Section 7 – Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
 - 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
 - 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
 - 7.1.4 The refusal to allow further development review for the Property.
 - 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider

whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 Indemnification.
- 8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 The Annexor shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the proposed annexation and proposed zoning; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the proposed annexation or zoning. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.
- 9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:

City of Salida
Attn: City Administrator and City Attorney
448 East First Street

Salida, CO 81201

Notice to the Annexor: Mr. Barry L. Snyder
Ms. Jodie A. Snyder
232 Helena Circle
Littleton, CO 80124

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. Subject to the terms and conditions of Section 6.1 above, the Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By _____ Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
)
 s
 s.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2017
by _____, as Mayor, and by _____, as Clerk,
on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires:_____.

Notary Public

ANNEXOR:

Jodie A. Snyder

Barry L. Snyder

The subject property is legally described as:

A tract of land located within the Southeast Quarter of the Southeast (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows,

Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6758') of that parcel of land described in Deed of Record filed under Reception No 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way maker for Station 2292+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet, thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;

thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;

thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;

thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;

thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 498.09 feet;

thence South 89°49'32" West at right angle to the above said section line 134.86 feet;

thence South 00°07'52" East 577.50 feet to an existing on inch diameter cedar post (said corner post is located North 88°54'50" West 151.28 feet from the southeast corner of the said Section 5- a government brass capped pipe monument);

thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;

thence North 00°49'43" West 327.08 feet along a fence to a fence angle point;

thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926- Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;

thence South 69°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 12	Community Development Department	Beverly Kaiser

ITEM: Ordinance 2017-12 Snyder Annexation Zoning 1st Reading, An ordinance of the City Council for the City of Salida, Colorado, zoning certain real property known as the as the Snyder Annexation parcel Residential Mixed Use (RMU) with inclusion in the Highway 50 Corridor Overlay.

BACKGROUND: The request is to pass on first reading an ordinance zoning the Snyder Property RMU, Residential Mixed Use, and including it in the Highway 50 Corridor Overlay.

APPLICANTS:

Jodie and Barry Snyder, 232 Helena Circle, Littleton, CO 80124

LOCATION:

The subject property is located at 1139 and 1141 Highway 50, Salida, CO adjacent to and south of the Salida Vineyard Church. Only a narrow strip of the property to be annexed connects to Highway 50; the bulk of the property is south of the church and surrounded by other properties in the City of Salida.

BACKGROUND REVIEW:

Zoning of the property is the second final step in the annexation process for the Snyder Annexation property. The applicant's request to be zoned Residential Mixed Use (RMU) and included in the Hwy 50 corridor overlay is consistent with the recommendation of the Planning Commission. A copy of the Planning Commission staff report is attached to this memo.

The purpose of the Salida Residential Mixed Use zone is "to provide for opportunities for an integration of residential and commercial uses that are developed and operated in harmony." Multiple principal structures, accessory dwelling units, residential uses with three or more units, single family dwelling units, and one or more dwelling units on the same site as a commercial or industrial use all require either limited review or administrative review. The applicant felt that the RMU zone is more appropriate for the site characteristics than the C-1 zone, which is designed for high traffic highway commercial access and use.

FISCAL NOTE:

STAFF RECOMMENDATION: Staff would suggest passing Ordinance No. 2017-12 zoning the Snyder Annexation Residential Mixed Use (RMU) with inclusion on the Highway 50 Corridor Overlay zone.

Suggested Motions: A Council person should make a motion "to approve Ordinance No. 2017-12, An ordinance of the City Council for the City of Salida, Colorado, zoning certain real property known as the Snyder Annexation parcel Residential Mixed Use (RMU) zone district with inclusion in the Highway 50 Corridor Overlay zone, and setting the public hearing date for May 2, 2017 and ordering the ordinance to be published in full."

Followed by a second and then roll call and vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 12
SERIES OF 2017**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SNYDER ANNEXATION UNDER THE RMU, RESIDENTIAL MIXED USE, ZONE DISTRICT WITH INCLUSION IN THE HIGHWAY 50 CORRIDOR OVERLAY.

WHEREAS, in January 2017, Barry and Jodie Snyder (“Petitioners”), filed a General Development Application to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 8.14 acres located at 1139 and 1141 Highway 50 in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, by Ordinance No. ____, Series of 2017 the City of Salida annexed the Snyder Annexation to the City; and

WHEREAS, Petitioner has filed an application to zone the Property under the RMU, Residential Mixed Use zone district, with inclusion in the Highway 50 Corridor Overlay, and on March 27, 2017 the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone the property RMU, Residential Mixed Use, with inclusion in the Highway 50 Corridor Overlay; and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Snyder Annexation was held on May 2, 2017 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned RMU, Residential Mixed Use with inclusion in the Highway 50 Corridor Overlay.
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the SMC, together with the Ordinance number and date, date of amendment, and initials of the draftsman making the change. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on April 18, 2017, 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 _____, 2017 and set for second reading and public hearing on the 2nd day of May, 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 2nd day of May, 2017.

CITY OF SALIDA, COLORADO

James LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2017.

City Clerk/Deputy City Clerk

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/29/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Map Amendment Package

Hi, Bev:

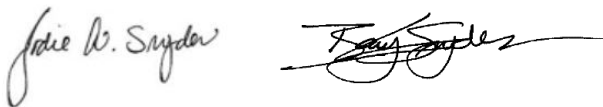
We appreciate your continued assistance with our annexation application. At your request, we are submitting this Map Amendment Package for City review and processing. It includes 10 copies of:

- General Development Application and supporting attachments
- Map Amendment Package (10 total copies of the survey map are included with the annexation package and have not been duplicated for this package)
- A list of adjoining property owners for public notice
- Application fees
- Special Fee and Cost Reimbursement Agreement

On 1/29/17, we e-mailed you a complete PDF of this package, including a digital copy of the plat. Please let us know if you have any questions.

Thanks for your time.

Sincerely,

The image shows two handwritten signatures in black ink. The signature on the left is 'Jodie A. Snyder' and the signature on the right is 'Barry L. Snyder'. Both signatures are written in a cursive, flowing style.

Jodie A. Snyder and Barry L. Snyder



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type)_____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Limited Impact Review:
(Type)_____ |
| <input type="checkbox"/> Appeal Application (Interpretation) | |
| <input type="checkbox"/> Certificate of Approval | <input type="checkbox"/> Major Impact Review:
(Type)_____ |
| <input type="checkbox"/> Creative Sign Permit | |
| <input type="checkbox"/> Historic Landmark/District | <input type="checkbox"/> Other:_____ |
| <input type="checkbox"/> License to Encroach | |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Jodie and Barry Snyder
Mailing Address: 232 Helena Circle, Littleton, CO 80124
Telephone Number: 303-842-2379 FAX: _____
Email Address: jodie.a.daley@gmail.com
Power of Attorney/ Authorized Representative: Greg Powell
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Not applicable
Street Address: 1139 and 1141 E Hwy 50
Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)
Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent _____ Date _____

Signature of property owner Jodie B. Snyder Barry Snyder Date 1/14/2017

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/14/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Annexation Authorized Representative

Dear City Staff:

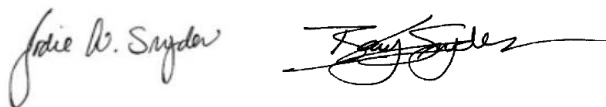
As a supplement to our General Development Application and in support of our request for annexation, we want to note that **Greg Powell** is an authorized representative.

We authorize that Greg may represent us during this annexation process. Here is Greg's contact information:

Powell & Murphy, P.C.
417 West 1st Street
Salida, CO 81201
Phone: 719-539-8604
gregpowell@qwestoffice.net

Thanks for your time.

Sincerely,

The block contains two handwritten signatures in black ink. The signature on the left is 'Jodie A. Snyder' and the signature on the right is 'Barry L. Snyder'.

Jodie A. Snyder and Barry L. Snyder

1139 and 1141 Hwy 50

Legal Description

A tract of land located within the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows:

Beginning at the northwest corner (marked by a 5/8 inch rebar with aluminum cap stamped '6753') of that parcel of land described in Deed of Record filed under Reception No. 281105 of the Chaffee County records, from whence a brass capped concrete right-of-way marker for Station 2292+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet, thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;
thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County records;
thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;
thence North 80°08'48" East 140.27 feet to the southeast corner of the above described parcel;
thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 498.09 feet;
thence South 89°49'32" West at a right angle to the above and section line 134.88 feet;
thence South 00°07'52" East 577.50 feet to an existing ten inch diameter cedar post (said cedar corner post is located North 88°54'30" West 151.28 feet from the southeast corner of said Section 5 – a government brass capped pipe monument);
thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;
thence North 00°49'43" West 327.08 feet along a fence to a fence angle point;
thence North 00°31'18" East along said existing fence to the centerline of the South Arkansas River;
thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926 Chaffee County Records) for a distance of 874.20 feet to the northeast corner of said River Bend Addition to the City of Salida;
thence South 89°21' East along the southerly right-of-way boundary of U.S. Highway 50 a distance of 38.00 feet to the point of beginning.

Jodie and Barry Snyder

232 Helena Circle, Littleton, CO | 303-842-2379 | jodie.a.daley@gmail.com

1/14/2017

City of Salida
448 East First Street, Suite 112
Salida, CO 81201

1139 and 1141 Hwy 50 – Disclosure of Ownership

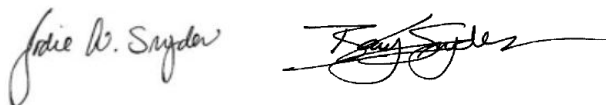
Dear City Staff:

As a supplement to our General Development Application and in support of our request for annexation, this letter includes a disclosure of ownership.

Barry L Snyder and Jodie A Snyder own this property. **This property does not involve any mortgages, loans, liens, easements, judgments, contracts, or agreements that run with the land.**

Please let us know if you have any questions. Thanks for your time.

Sincerely,

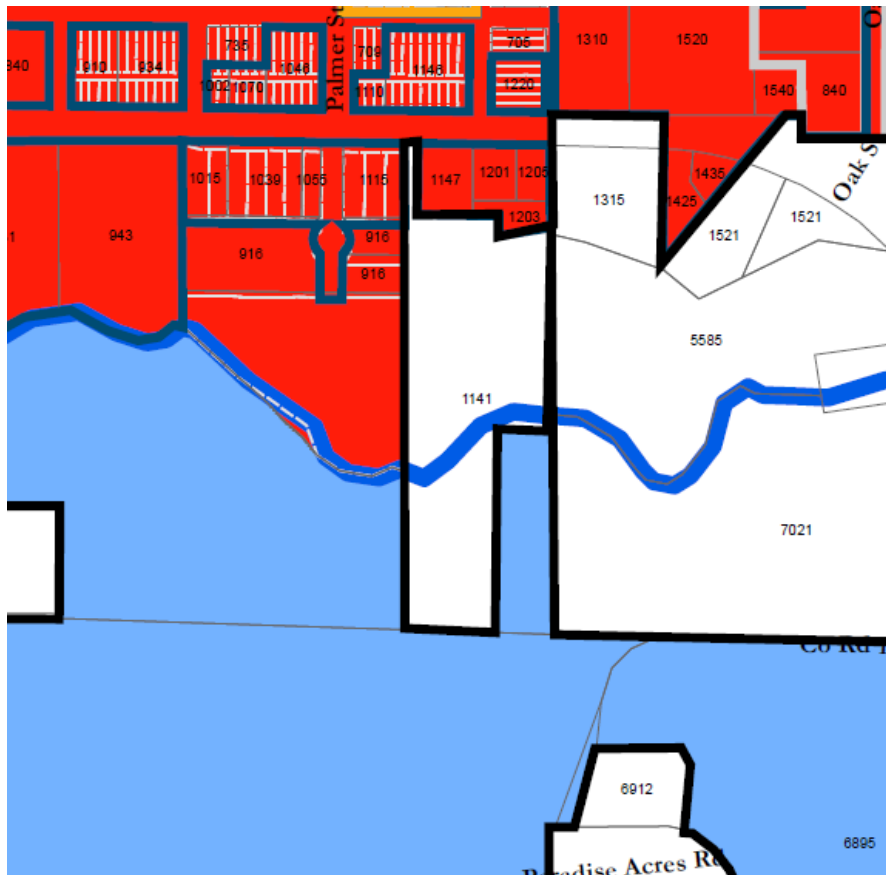
The block contains two handwritten signatures in black ink. The signature on the left is 'Jodie A. Snyder' and the signature on the right is 'Barry L. Snyder'.

Jodie A. Snyder and Barry L. Snyder

1139 and 1141 Hwy 50

Map Amendment Package

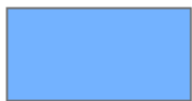
- A. **Zone Districts:** The present zone district designations of the property include both residential and commercial. Adjacent zoning of properties is commercial (C-1) and planned development.



Zone Districts



Commercial (C-1)



Planned Development

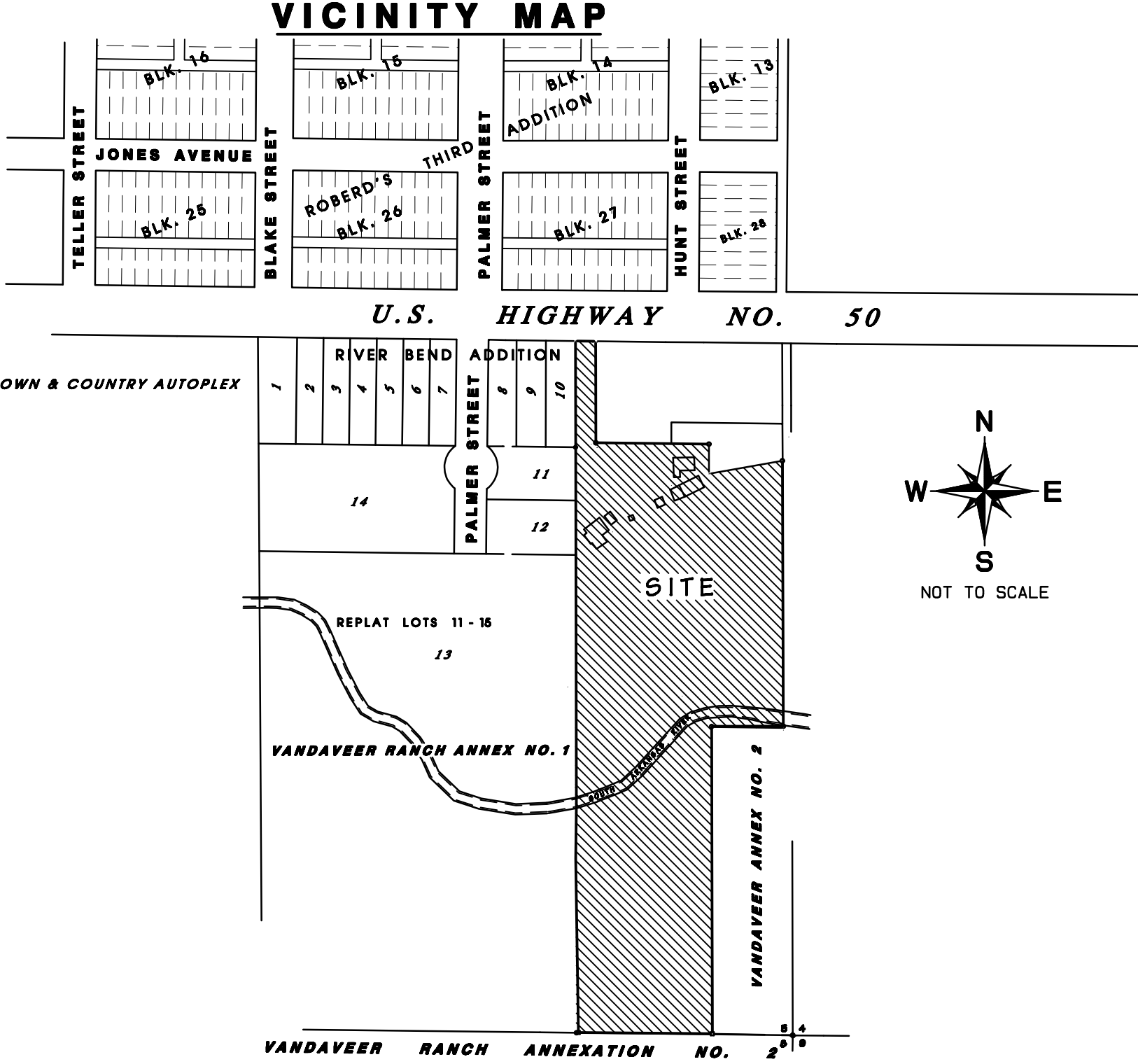
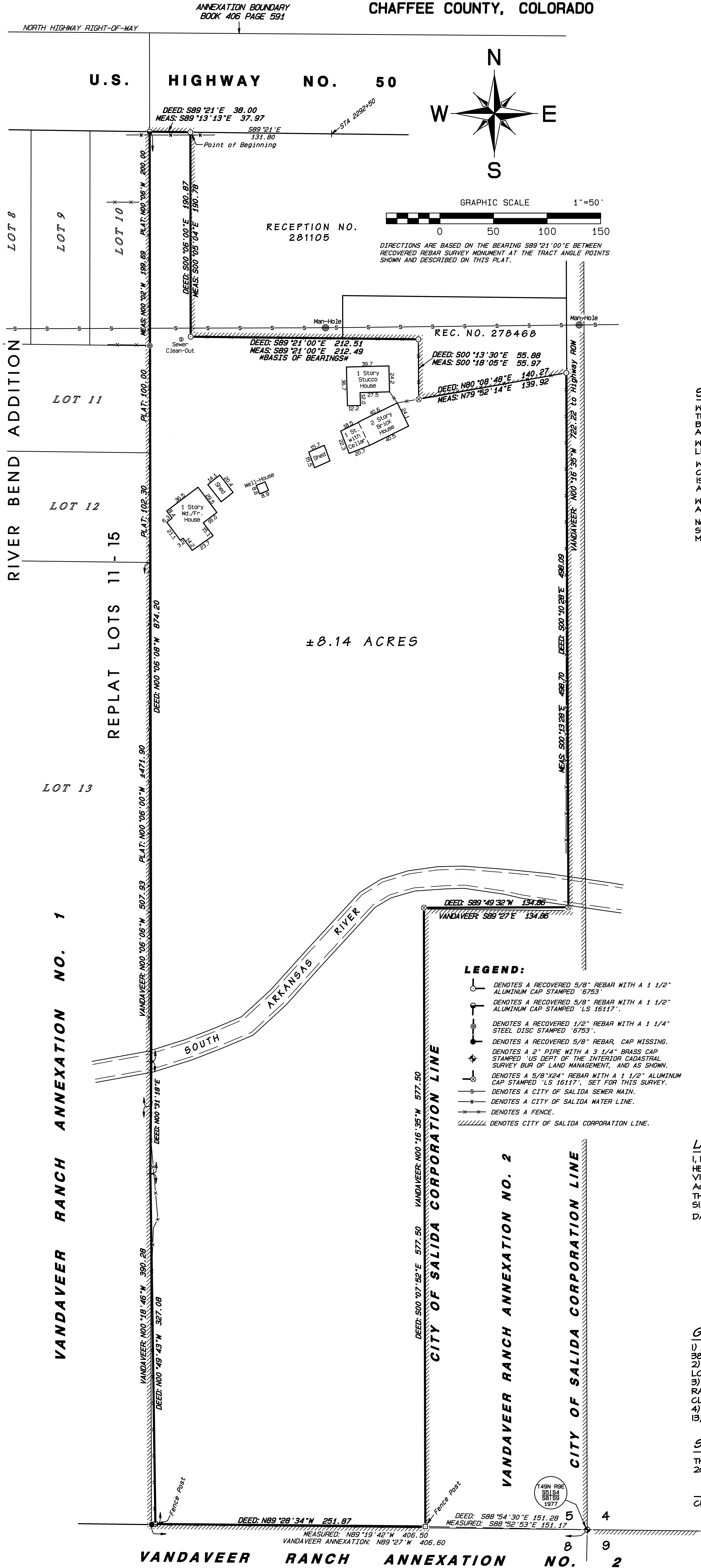
- B. **Survey Map:** A copy is enclosed, and a digital copy has been provided to the City.
- C. **Existing Uses:** The current land uses on the property include a mixture of residential, commercial, and undeveloped. The current land uses on adjacent properties include a mixture of residential, commercial, and undeveloped.

D. Statement of Intended Development:

- *Our intended use or development of the subject property:*
We are not planning to subdivide this parcel and intend to keep the two residences and barn that currently exist. When we move on the property in the next three years, we plan to add onto the smaller residence and restore the barn to serve as our home. We will build a detached garage/workshop for our use and also maintain the other existing house as a full time rental. We plan to use a small part of the property as an urban, green-house based aquaponics farm to produce a local, sustainable food source for Salida (including produce, fish, and eggs). We also plan to complete wetland and native habitat restoration and conservation in riparian and riverine areas of the property.
- *Community need for the change in zoning and explain the effect the change of zoning would have on surrounding uses:*
This property is currently unincorporated and is undergoing annexation. Zoning this property as Residential Mixed Use is not anticipated to have an adverse effect on surrounding uses.

SNYDER ANNEXATION TO THE CITY OF SALIDA

OF A TRACT LOCATED IN THE
SE 1/4 SE 1/4 OF SECTION 5, T 49 N, R 9 E, N.M.P.M.
CHAFFEE COUNTY, COLORADO



SNYDER ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY BARRY L. SNYDER AND JODIE A. SNYDER, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;

AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2016, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARINGS ON _____, 2016, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2016), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

WHEREAS, ON _____, 2016, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2016), APPROVING AND ANNEXING THE SNYDER ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE SNYDER ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 8.14 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land located within the Southeast Quarter of the Southeast (SE1/4 SE1/4) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows:
Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6753') of that parcel of land described in Deed of Record filed under Reception No. 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way marker for Station 2242+50 of U.S. Highway 50 bears South 84°21'00" East 131.8 feet; thence proceeding around the tract herein described South 00°06'00" East 140.87 feet to the southwest corner of the above described parcel;
thence South 84°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;
thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;
thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;
thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 448.04 feet;
thence South 84°44'32" West at a right angle to the above said section line 134.86 feet;
thence South 00°07'52" East 571.50 feet to an existing 6 inch diameter cedar post (said cedar corner post is located North 88°54'30" West 151.28 feet from the southeast corner of said Section 5-a government brass capped pipe monument);
thence North 84°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;
thence North 00°44'43" West 327.08 feet along a fence to a fence angle point;
thence North 00°51'18" East along said existing fence to the centerline of the South Arkansas River;
thence North 00°06'00" West along a fence line, also being the Eastern boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926-Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;
thence South 84°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2016.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNER:
Barry L. Snyder and Jodie A. Snyder
232 Helend Circle
Littleton, CO 80124

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT BARRY L. SNYDER AND JODIE A. SNYDER, BEING THE OWNERS OF 100% OF THE PROPERTY SHOWN AND DESCRIBED HEREON DESIRE AND APPROVE THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

BARRY L. SNYDER _____ JODIE A. SNYDER _____

STATE OF COLORADO }
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2016, BY BARRY L. SNYDER AND JODIE A. SNYDER, WHOSE NAMES ARE SUBSCRIBED ABOVE.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON WERE RECOVERED OR SET AS INDICATED, AND THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO
DATED THIS _____ DAY OF _____, 2016.

MICHAEL K. HENDERSON
RES. L. S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

- 1) ANNEXATION DESCRIPTION CONTAINED HEREON IS BASED ON WARRANTY DEED RECORDED AT RECEPTION NO. 384444 OF THE CHAFFEE COUNTY RECORDS.
- 2) ANNEXATION BOUNDARIES BASED ON THE AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.
- 3) VANDAVEER REFERS TO BEARINGS AND DISTANCES FOUND ON THE PLATS OF THE CITY OF SALIDA VANDAVEER RANCH ANNEXATION, SERIAL ANNEXATION NO. 1 AND SERIAL ANNEXATION NO. 2. ROTATE VANDAVEER BEARINGS CLOCKWISE 00°07'18" TO MATCH THE BASIS OF BEARINGS FOR THIS PLAT.
- 4) PLAT REFERS TO PLATS OF RIVER BEND ADDITION TO THE CITY OF SALIDA AND THE REPLAT OF LOTS 11, 12, 13, 14 AND 15 OF RIVER BEND ADDITION.

SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2016, BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK OF THE CITY OF SALIDA

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE SNYDER ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 2016.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE SNYDER ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2016, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

ADDED VICINITY MAP: 9/6/16 M.K.H.

SNYDER ANNEXATION			
IN THE SE 1/4 SE 1/4 OF SECTION 5, T 49 N, R 9 E, N.M.P.M. CHAFFEE COUNTY, COLORADO			
Job Number: J-16-150 DESIGNED: B. S. H. DRAWN BY: TMO CAD M.K.H.		HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO	
CHECKED: _____ Fid. book: 5310, Pgs. 8-11, DC TSC3		DATE: 8/23/16 DRAWING NO. L-16-59	

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



PLANNING COMMISSION STAFF REPORT

MEETING DATE: March 27, 2017

AGENDA ITEM TITLE: Snyder Annexation - Zoning Review

AGENDA SECTION: Public Hearing

REQUEST:

The request is to recommend zoning designation for the 8.14 acres located at 1139 and 1141 Hwy 50 Salida, Colorado known as Snyder Annexation. The request is to designate the newly annexed property as Residential Mixed Use (RMU) Zone District with inclusion in the Highway 50 Corridor Overlay.

APPLICANT: Jodie and Barry Snyder, 232 Helena Circle, Littleton, CO 80124.

LOCATION:

The subject property is a certain unincorporated tract of land comprised of 8.14 acres on Hwy 50, surrounded by the City of Salida on all sides in the County of Chaffee, State of Colorado as shown on the attached annexation plat.

BACKGROUND REVIEW:

All territory annexed to the City subsequent to July 3, 2002 shall be zoned according to district classifications of Article IV and detailed in Section 16-4-20. Such classification shall be determined by the City Council, upon recommendation of the Planning Commission.

Zoning of the property is the second step in the annexation process. The applicant is requesting a Residential Mixed Use (RMU) Zone District designation with inclusion in the Highway 50 Corridor Overlay for that portion of the property that extends from the bulk of the property to Highway 50. The proposed RMU zone is to accommodate the continued use of the property as residential with the addition of a small-scale agricultural aspect. The existing zoning on the property in Chaffee County is COM, commercial, and RES residential south of the river. Adjacent properties to the west and north within the City are zoned C-1, Commercial. Property surrounding the southern half of the proposed annexation is zoned POS (Parks/Open Space) and VN (Vandaveer Neighborhood) within the Vandaveer PD.

The purpose of the Salida Residential Mixed Use zone is “to provide for opportunities for an integration of residential and commercial uses that are developed and operated in harmony.”

Multiple principal structures, accessory dwelling units, residential uses with three or more units, single family dwelling units, and one or more dwelling units on the same site as a commercial or industrial use all require either limited review or administrative review. Duplexes and accessory buildings are permitted. Single mobile homes, medical marijuana cultivation more than six plants, mobile home parks, and recreational vehicles are not permitted. The applicant felt that the RMU zone is more appropriate for the site characteristics than the C-1 zone, which is designed for highway commercial access and use.

OBSERVATIONS:

This section is intended to highlight observations or concerns raised by staff to assist the Commission in doing the same. Additional concerns or questions may arise after a presentation by the applicant.

1. Annexation of the subject property is underway, with a public hearing scheduled before the City Council on May 2, 2017. Zoning the property is required at the time of annexation, or may occur within 90 days following annexation approval by the City Council.
2. The property consists of approximately 8.14 acres of land located on Highway 50.
3. The proposed zoning district (RMU) provides a logical use of an enclave of mixed residentially used property surrounded by property zoned commercial and planned development already in the city limits. The northern extension of the annexation must be included in the Highway 50 Corridor Overlay.
4. The property has access from Highway 50.
5. The property is currently served by city sewer. The applicant is required to connect to the City water system.
6. The zone district provides a compatible land use with surrounding properties. The proposed district is consistent with the goals of the Salida Comprehensive Plan.

REVIEW STANDARDS FOR MAP AMENDMENTS Section 16-4-210 (c)

1. **Consistent with Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.
 - The property is a natural extension of the City's municipal boundary. The annexation and RMU zone for the property is consistent with the vision and goals set forth in the Comprehensive Plan and is compatible with adjacent land and appropriate for the area.
2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - The applicant is requesting one zone district, Residential Mixed Use (RMU) with inclusion in the Highway 50 Corridor Overlay. Designation of the subject property is consistent with the surrounding area and will provide appropriate land use.

3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The zoning classification is consistent with the zoning of other properties in the area. The proposal is adjacent to Commercial (C-1) and Planned Development (PD) zoning in the City.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
 - This application is a result of the need for zoning due to annexation, not due to a map error or change in use in the neighborhood.

PROJECT REVIEW HISTORY:

The Snyder Annexation proposal went before the City Council and Planning Commission for joint “concept” review on February 22, 2017. Comments were generally favorable. The fact that the proposed annexation is affected by the Salida Regional Transportation Plan Trails Plan was discussed.

On March 21, 2017 the application went before the City Council for consideration of a resolution before the Council finding substantial compliance on the part of the annexation proposal and setting the date for public hearing with regard to an annexation petition. The resolution passed and the hearing date was set for May 2, 2017.

RECOMMENDED FINDINGS:

1. That the application is in compliance with the review standards for map amendments. The proposed Residential Mixed Use Zone District designation for the property furthers the goals and policies of the Salida Comprehensive Plan and are compatible with the zoning and use of nearby and neighboring properties. Inclusion of the northern extension of the property is consistent with the goals of the Highway 50 Corridor Overlay.

RECOMMENDED ACTION:

Based upon the observations, review standards, and findings outlined above, staff recommends the following:

That the Commission recommend **APPROVAL** of the application to designate the newly annexed property at 1139 and 1141 E. Hwy 50 as Residential Mixed Use (RMU) Zone District with the northern extension included in the Highway 50 Corridor Overlay.

RECOMMENDED MOTION:

That the recommended findings be made and the recommended action be taken.

BECAUSE THIS APPLICATION IS FOR A ZONING OF AN ANNEXATION. THE PLANNING COMMISSION IS MAKING A RECOMMENDATION TO THE SALIDA CITY COUNCIL WHICH WILL MAKE THE FINAL DECISION ON THIS APPLICATION.

MEETING DATE: Monday, March 27, 2017
MEETING TIME: 6:00 PM
MEETING LOCATION: City Council Chambers, 448 E. First Street, Suite 190, Salida, CO

Present: Berg, Bomer, Wood, Mandelkorn, Denning, Thomas, Franklin, Jefferson, Kaiser

Absent: Cocovinis, Follet, Kasper,

AGENDA SECTION:

I. CALL TO ORDER BY Wood: - 6:00 PM

II. ROLL CALL:

III. APPROVAL OF THE MINUTES – February 27, 2017 – Berg made a motion to approve the minutes as written. Motion was seconded by **Bomer**. All voters were unanimous and the motion carried.

IV. UNSCHEDULED CITIZENS – None

V. AMENDMENTS TO AGENDA - None

VI. UPDATES: Wood made mention of the two possible candidates that were interviewed for the Community Development Director position and both were excellent candidates. **Jefferson** introduced April Franklin as a new employee to the department as the planning technician.

VII. PUBLIC HEARINGS –

1. **Snyder- Annexation** - The request is to annex to the City of Salida a certain unincorporated tract of land comprised of 8.14 acres located at 1139 and 1141 Highway 50 in the County of Chaffee, State of Colorado.

A. Open Public hearing: - 6:05 PM

B. Staff Review of Application. **Kaiser** gave an overview of the application and stated that staff supports the annexation of the property owned by Barry and Jodie Snyder. The property is currently surrounded by city properties and is connected to city sewer, only needing to connect to city water. The entire perimeter of the property is contiguous to the City limits. She recommends that the trail easement be accepted and located on the South side of the river, eventually linking up to other trails in the Vandaveer area. Staff recommends approval of the annexation with 3 conditions.

C. Applicant's Presentation: Jodie Snyder 232 Helena Circle, Littleton, CO introduced herself as the owner of the property at 1139 and 1141 Hwy 50. The Snyder's will be maintaining the two residences and continue to use them as rentals. Eventually they would like to reconstruct the brick barn and make it into their home, while keeping the integrity of the wetlands and utilizing some of the property for an urban greenhouse/aquaponics farm with veggies and fish.

D. Public Input- None

E. Closed Public Hearing - 6:14 PM

F. Commission Discussion –Wood opened up the Commission discussion, asked about preferred location for trail, and why the South side. He asked about the location of the bridge that was built during the concert. He is concerned about how to get a bridge to mend both North and South side trail together. **Bomer** asked about the Southside of the property and if the Vanderveer property butts up against the Snyder property. **Berg** explained where she thinks the ideal location for the trail could be located on the property; however there still would be a need for a bridge in the future.

G. Commission Action - A motion was made by **Bomer** to make the recommended findings and take the recommended action be taken, and make a recommendation of approval to City council.

Thomas seconded the motion. All in favor, motion was carried.

2. **Snyder- Zoning** - The request is to recommend zoning designation for the 8.14 acres located at 1139 and 1141 Hwy 50 Salida, Colorado known as Snyder Annexation. The request is to designate the newly annexed property as Residential Mixed Use (RMU) Zone District with inclusion in the Highway 50 Corridor Overlay.

A. Open Public Hearing - 6:22 PM

B. Staff Review of Application: Kaiser gave an overview of the Snyder Zoning Application. She explained why the applicant is asking for the property to be zoned RMU. Staff feels that this particular zone reflects ideally on what the homeowner's would like attain within the future with their property. The RMU zone will accommodate the continued use of the property as residential with the addition of a small scale agricultural area. Inclusion of the northern extension of the property is consistent with the goals of the Highway 50 Corridor Overlay. Staff recommends approval of zoning with conditions.

C. Applicant's Presentation: None

D. Public Input – None

E. Closed Public Hearing – 6:27 PM

F. Commission Discussion – Wood opened discussion and believes the RMU zone is appropriate because the property does not have Highway 50 frontage and **Thomas** agreed.

G. Commission Action – A motion was made by **Bomer** to make the recommended findings and take the recommended action be taken, and make a recommendation of approval to City council.

Berg seconded the motion. All were in favor and the motion carried.

3. **HRRMC- Annexation** - The request is to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 21.97 acres located at 1000 Rush Drive, County of Chaffee, and State of Colorado, adjacent to the Heart of the Rockies Medical Center.

A. Open Public Hearing - 6:28 PM

B. Staff Review of Application: **Kaiser** stated that Heart of the Rockies Regional Medical Center had withdrawn the PD modification application. This evening we will be speaking to the annexation and zoning of the 21.97 acres located adjacent to the HRRMC located at 1000 Rush Drive Salida, CO only. **Kaiser** explained that this is a natural extension to the city, the property is adjacent to existing water and sewer and it is already served by both the police and fire departments. The hospital would like to have access to the property thru CR 154, which will be relocated on the northern boundary of the annexation. They currently have a permit with C-DOT and is under review. Chaffee County will be maintaining County Road 154. Trails will also be put into the annexation agreement. Staff recommends approval of the 21.97 acres north and west and adjacent to the HRRMC 1-A with 1 condition.

C. Applicant’s Presentation: - None

D. Public Input – Paige Judd 834 Crestone Salida, CO- Wanted to discuss the height variance, which has been withdrawn at this time. **Kirby Perschbacher** 8970 CR 126 Salida, CO- Requested the commission extend this hearing until next month, in the interest of the community, he does not think the public has been properly notified.

E. Closed Public Hearing – 7:07 PM

F. Commission Discussion – Wood agreed that there was some confusion about the posting for the hearing but there was proper noticing for the project. He would like to see the annexation to move forward. Wood stated that a second condition of approval should be added that the maximum building height of structures on Lot 1-A not exceed 35’. **Thomas** asked what the height limit is within the current PD and it was confirmed by **Jefferson** that the height limit is 54’. **Bomer** was concerned about not having enough information with the current plans and wants to make sure that they can complete future projects within those restrictions. **Mike Wilber** stated that the HRRMC owned buildings can be built up to the 54 feet according to the Land Use Code for their existing PD. Other private buildings/clinics on the campus are kept at the 35 feet. **Wood** feels that a recommendation of a height restriction of 35’ for the newly annexed lot should be added as a condition of approval.

G. Commission Action – A motion was made by **Thomas** to make a recommendation of approval to City Council for the annexation with the recommended conditions and adding a second condition, that the maximum building height of structures on Lot 1-A not exceed 35’.

Berg seconded the motion. All were in favor and the motion carried.

4. **HRRMC- Zoning** - The request is to recommend zoning designation for the 21.97 acres located at 1000 Rush Drive, Salida, Colorado known as Lot 1-A an addition to the Heart of the Rockies Regional Medical Campus. The request is to designate the proposed annexation as Commercial.

A. Open Public Hearing 7:07 PM

- B. Staff Review of Application:** **Kaiser** gave an overview of the application stating the address of the property 1000 Rush Drive Salida, CO known as Lot 1-A 21.97 acres. The request is for a Commercial (C-1) zoning for the property and is consistent with the vision and goals set forth in the Comprehensive Plan and is compatible with adjacent land. Staff recommends approval with 1 condition.

C. Applicant's Presentation: None

- D. Public Input – Kirby Perschbacher** 8970 CR 126 Salida, CO - is under the impression that the Hospital is trying to get one over on the Commission with not spelling out what their intentions are. **Joe Judd** agrees with Perschbacher and thought the drawings were misleading. **Katie Grether**, with spot, looks forward to working with the hospital and on the new trail. **Wilber** confirmed that the public notice was posted properly for tonight.

E. Closed Public Hearing – 7:19 PM

- F. Commission Discussion – Wood** was confused with the noticing as well, and agreed that the original PD was not the commission's best work. **Kaiser** added that planning commission will be recommending approval of the application to designate Lot 1-A with a Commercial (C-1) zone district.

- G. Commission Action –** A motion was made by **Denning** to make the recommended findings and take the recommended action, and make a recommendation of approval to City council.
Thomas seconded the motion. All were in favor and the motion carried.

VIII. UNFINISHED BUSINESS-

IX. NEW BUSINESS-

- X. COMMISSIONER'S COMMENTS-** **Kaiser** brought up that a bed and breakfast should they be treated as a short-term rental, when it is just a room being rented. Commission would like to later discuss whether this falls under a bed and breakfast restriction. **Wood** asked staff to have this added as an agenda item at a later date. **Wood** stated that the housing task force is coming together and things that are being discussed are Code changes, density and lot coverage are other topics that will be coming to the Commission in the near future for discussion and input. **Wood** also explained that City needs three Planning Commissioners on the regional planning commission.

- XI. ADJOURN:** With no further business to come before the Commission, the meeting adjourned at **7:41 PM**.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 13.	Community Development Department	Beverly Kaiser

ITEM: Ordinance 2017-13 H.R.R.M.C. Annexation 1st Reading, An ordinance of the City Council for the City of Salida, Colorado, approving the annexation of 21.97 acres of land to the City of Salida.

BACKGROUND: The request is to pass on first reading an ordinance annexing the Heart of the Rockies Medical Center Lot 1-A parcel.

APPLICANTS:

Heart of the Rockies Regional Medical Center, 1000 Rush Drive, Salida, CO 81201.

LOCATION:

The subject property is located northwest of the existing Heart of the Rockies Regional Medical Center property at 1000 Rush Drive.

BACKGROUND REVIEW:

Below is a brief summary of the process for annexations, proposal for the site, and the Planning Commission's recommendation for the Annexation.

To annex a property, the City must follow the steps and procedures outlined in the Colorado Revised Statutes. The final steps for annexation are passing an ordinance annexing the parcel into the City and then passing an ordinance zoning the property. The City Council reviewed and approved Resolution 2017-15 on March 21, 2017, which found the petition for annexation in substantial compliance with state statutes and scheduled a public hearing for May 2, 2017.

The Planning Commission reviewed the annexation application on March 27, 2017. The staff report and the draft minutes from the March 27th Planning Commission are attached to this memo.

FISCAL NOTE:

STAFF RECOMMENDATION: Staff recommends passing Ordinance No. 2017-____ to annex the Heart of the Rockies Medical Center property on first reading with the following conditions:

1. That the applicant include language in the annexation agreement and a plat note on the annexation plat regarding the provision of 14' wide easements for 10' wide crusher fines public trails to be built and maintained by the HRRMC at
 - a. the toe of the hill near the southern property line of Lot 1-A connecting the hospital perimeter trail to the Angler's Trail at the base of the hill at a point just above Co. Rd. 154 and
 - b. a trail connecting the hospital perimeter trail north to the existing trail that connects Franz Lake to Sand Lake.

This language shall also define the timing of the construction of the two trails.

2. That the maximum building height of structures on Lot 1-A not exceed 35'.

Suggested Motion: A Council person should make a motion "to approve Ordinance No. 13, 2017, An ordinance of the City Council for the City of Salida, Colorado approving the annexation of a 21.97 acre parcel of land to the City of Salida known as the HRRMC Lot 1-A Annexation with the two conditions of approval, setting the public hearing date for May 2, 2017, and ordering the ordinance to be published in full."



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 13.	Community Development Department	Beverly Kaiser

Followed by a second and then roll call and vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 13
SERIES OF 2017**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE HEART OF THE ROCKIES MEDICAL CENTER LOT 1-A ANNEXATION.

WHEREAS, on January 31, 2017, the Heart of the Rockies Medical Center, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 21.97 acres located at 1000 Rush Drive, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 15, Series of 2017 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on May 2, 2017, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on May 2, 2017 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on _____, _____, _____, and _____, 2017 in *The Mountain Mail* newspaper; and

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area; and

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the Heart of the Rockies Medical Center Lot 1-A Annexation; and

WHEREAS, the City currently has in place a Comprehensive Plan and other long-range planning documents which constitute the City's annexation plan.

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

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

2. The annexation to the City of the HRRMC Lot 1-A Annexation described on Exhibit A is hereby approved with the following conditions of approval, and such real property is hereby annexed to and made a part of the City of Salida.

1. That the applicant include language in the annexation agreement and plat notes on the annexation plat regarding the provision of 14' wide easements for 10' wide crusher fines public trails to be built and maintained by the HRRMC at
 - a. the toe of the hill near the southern property line of Lot 1-A connecting the hospital perimeter trail to the Angler's Trail at the base of the hill at a point just above Co. Rd. 154 and
 - b. a trail connecting the hospital perimeter trail north to the existing trail that connects Franz Lake to Sand Lake.

This language shall also define the timing of the construction of the two trails.

2. That the maximum building height of structures on Lot 1-A not exceed 35'.

3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:

- A. File one (1) copy of the Annexation Map and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
- B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Map, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on April 18, 2017, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the _____, 2017 and set for second reading and public hearing on the 2nd day of May, 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 2nd day of May, 2017.

CITY OF SALIDA, COLORADO

James LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2017.

City Clerk/Deputy City Clerk

March 30, 2017

City of Salida Planning and Development
ATTN: Beverly Kaiser
448 East First St. Suite 112
Salida, CO 81201

In re: Applicant's narrative for the annexation of Heart of the Rockies Regional Medical Center's LOT 1A.

1. Costs and benefits to the City of Salida:

The benefits of the annexation of this property to the City of Salida are considerable. The Heart of the Rockies Regional Medical Center (HRRMC) provides state of the art medical care and services to Salida and the surrounding area. The annexation of this property will permit HRRMC to construct new facilities and provide greater services to the people of Salida and Chaffee County. Additionally, the construction of the new facilities will provide an economic plus to Salida's economy through the expenditure of monies to construct the new facilities. Once complete, HRRMC will employ additional medical staff to provide the enhanced services, further adding to the local economy. There will be no major costs (construction of roads and other services) to the City of Salida because of this annexation.

2. Agreements:

HRRMC shall enter into an Annexation Agreement with the City of Salida. HRRMC shall work with the staff of Salida-area Parks, Open-space & Trails (SPOT) to ensure that the trails dedicated to the City of Salida are well suited to further enhance, and become an integral part of, the existing trail system. HRRMC staff is working directly with SPOT to ensure the best result for the people of Salida.

3. Providing Public Facilities and Services:

Currently HRRMC has existing water, sewer, electrical power, storm drainage and natural gas connected to its current facility, and will extend those utilities to LOT 1A, which is contiguous with HRRMC's existing property. HRRMC has the financial resources to adequately finance these infrastructure improvements/extensions.

4. Provide for the Orderly Development of the City:

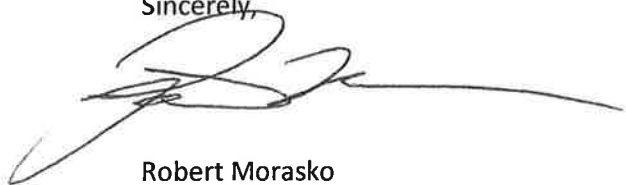
LOT 1A, which is contiguous with HRRMC's property, is a natural extension of the existing City limits. The annexation will not create any adverse results, such as enclaves or pockets of property which are not within the City limits. The annexation will contribute to a larger and more efficient medical campus, which will be harmonious with the present City limits.

Furthermore, the relocation of County Road 154 will decrease traffic at the present entrance to HRRMC's campus, as employees and deliveries will access the campus from CR 154.

5. The annexation conforms to the Comprehensive Plan of both the City and HRRMC. The annexed property is being professionally designed to further enhance the campus while making it much more efficient (See attached Exhibit B).

Should have any questions or are in need of additional information in regard to this annexation application, please do not hesitate to ask me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Morasko', with a long horizontal flourish extending to the right.

Robert Morasko
CEO Heart of the Rockies Regional Medical Center
1000 Rush Drive
Salida, Colorado 81201

This Section must be filled out if there are multiple properties/property owners petitioning annexation.

[illegible]

ANNEXATION PETITION

CIRCULATOR'S AFFIDAVIT

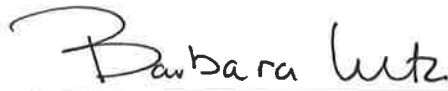
STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

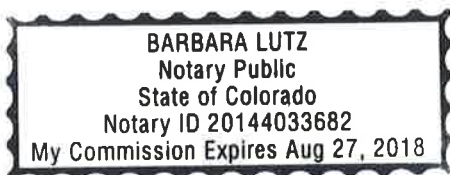

Circulator
Robert Maresko, CEO

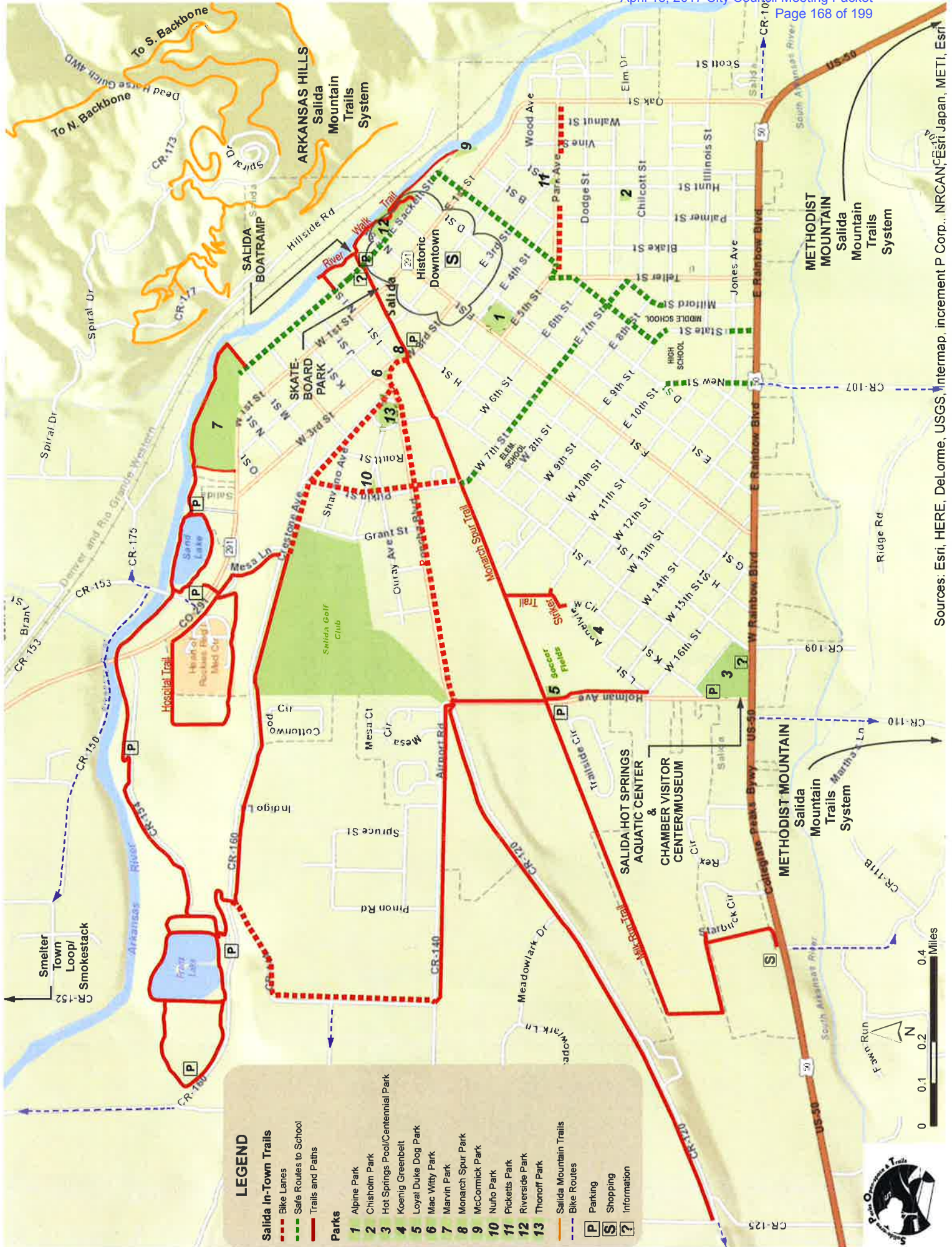
Subscribed and sworn to before me this 30 day of March, A. D. 2017.

Witness my hand and official seal. My commission expires: Aug 27 2018.

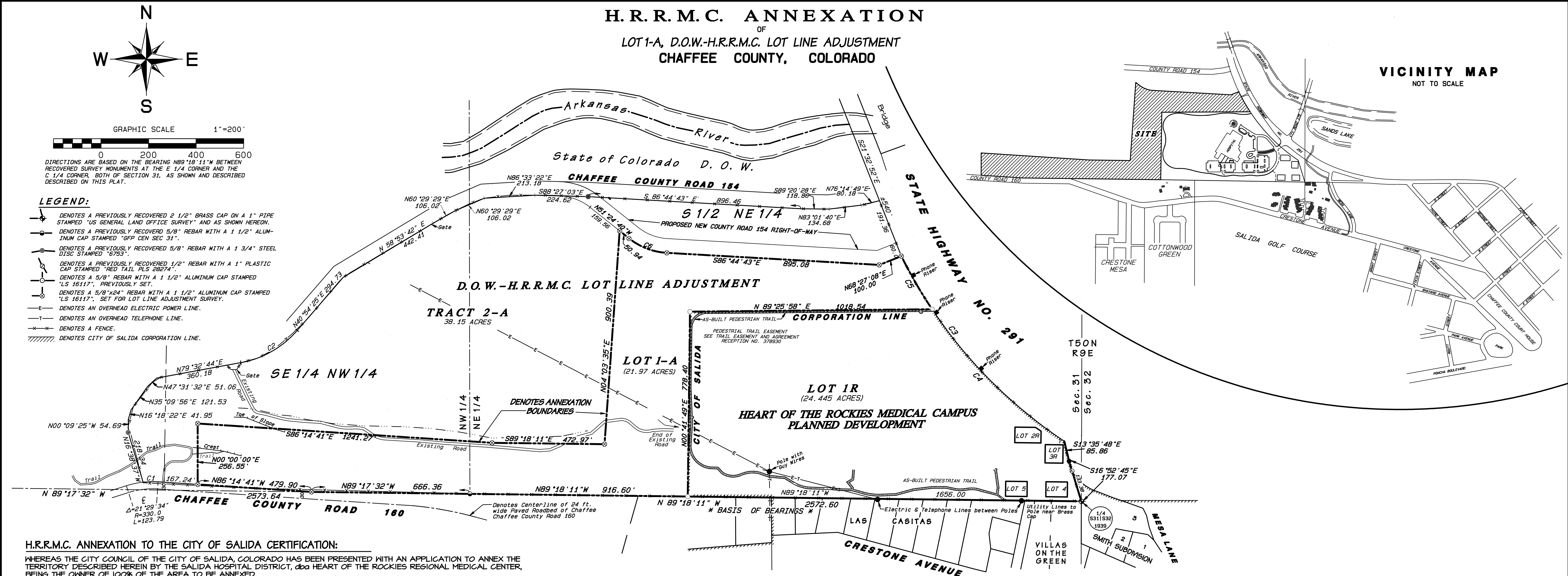


Notary Public





Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri
Note: Additional Maps Available for Salida Mountain Trails System Areas at Absolute Bikes



- LEGEND:**
- DENOTES A PREVIOUSLY RECOVERED 2 1/2" BRASS CAP ON A 1" PIPE STAMPED "US GENERAL LAND OFFICE SURVEY" AND AS SHOWN HEREON.
 - DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "TOP GEN SEC 31".
 - DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED "6753".
 - DENOTES A PREVIOUSLY RECOVERED 1/2" REBAR WITH A 1" PLASTIC CAP STAMPED "RED TAIL PLS 20274".
 - DENOTES A 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117", PREVIOUSLY SET.
 - DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117", SET FOR LOT LINE ADJUSTMENT SURVEY.
 - DENOTES AN OVERHEAD ELECTRIC POWER LINE.
 - DENOTES AN OVERHEAD TELEPHONE LINE.
 - DENOTES A FENCE.
 - DENOTES CITY OF SALIDA CORPORATION LINE.

H.R.R.M.C. ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY THE SALIDA HOSPITAL DISTRICT, dba HEART OF THE ROCKIES REGIONAL MEDICAL CENTER, BEING THE OWNER OF 100% OF THE AREA TO BE ANNEXED, AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2017, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(I), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 2017, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2017), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

WHEREAS, ON _____, 2017, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2017), APPROVING AND ANNEXING THE H.R.R.M.C. ANNEXATION TO THE CITY OF SALIDA.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, DOES HEREBY APPROVE AND ACCEPT THE H.R.R.M.C. ANNEXATION DESCRIBED HEREIN, TO WIT, THE TERRITORY COMPRISING 21.47 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1-A, D.O.W.-H.R.R.M.C. LOT LINE ADJUSTMENT, PER PLAT FILED UNDER RECEPTION NO. 428625, CHAFFEE COUNTY, COLORADO.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2017.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNER:

SALIDA HOSPITAL DISTRICT dba HEART OF THE ROCKIES REGIONAL MEDICAL CENTER
1000 RUSH DRIVE
SALIDA, CO 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT ROBERT MORASKO, FOR SALIDA HOSPITAL DISTRICT, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRES AND APPROVES THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

ROBERT MORASKO
SALIDA HOSPITAL DISTRICT
STATE OF COLORADO }
COUNTY OF CHAFFEE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2017, BY ROBERT MORASKO, WHOSE NAME IS SUBSCRIBED ABOVE.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

H. R. R. M. C. ANNEXATION

OF
LOT 1-A, D.O.W.-H.R.R.M.C. LOT LINE ADJUSTMENT
CHAFFEE COUNTY, COLORADO

CURVE TABLE				
NO.	Δ	RADIUS	ARC	CHORD
C1	10°02'01"	360.00	63.04	S88°44'19"W 62.96
C2	38°38'20"	413.71	279.00	N60°13'35"E 273.74
C3	29°59'50"	2004.93	1049.68	S41°20'37"E 1037.73
C4	22°37'01"	2004.93	791.43	S45°02'00"E 786.30
C5	07°22'49"	2004.93	258.25	S30°02'05"E 258.07
C6	35°20'02"	280.00	172.67	N69°04'42"W 169.95

ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED 8207.92 feet.
ADJOINING PRESENT CORPORATION LINE 1796.94 feet.
REQUIRED ADJACENT 1/6TH 1367.99 feet.

LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON WERE RECOVERED OR SET, AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.

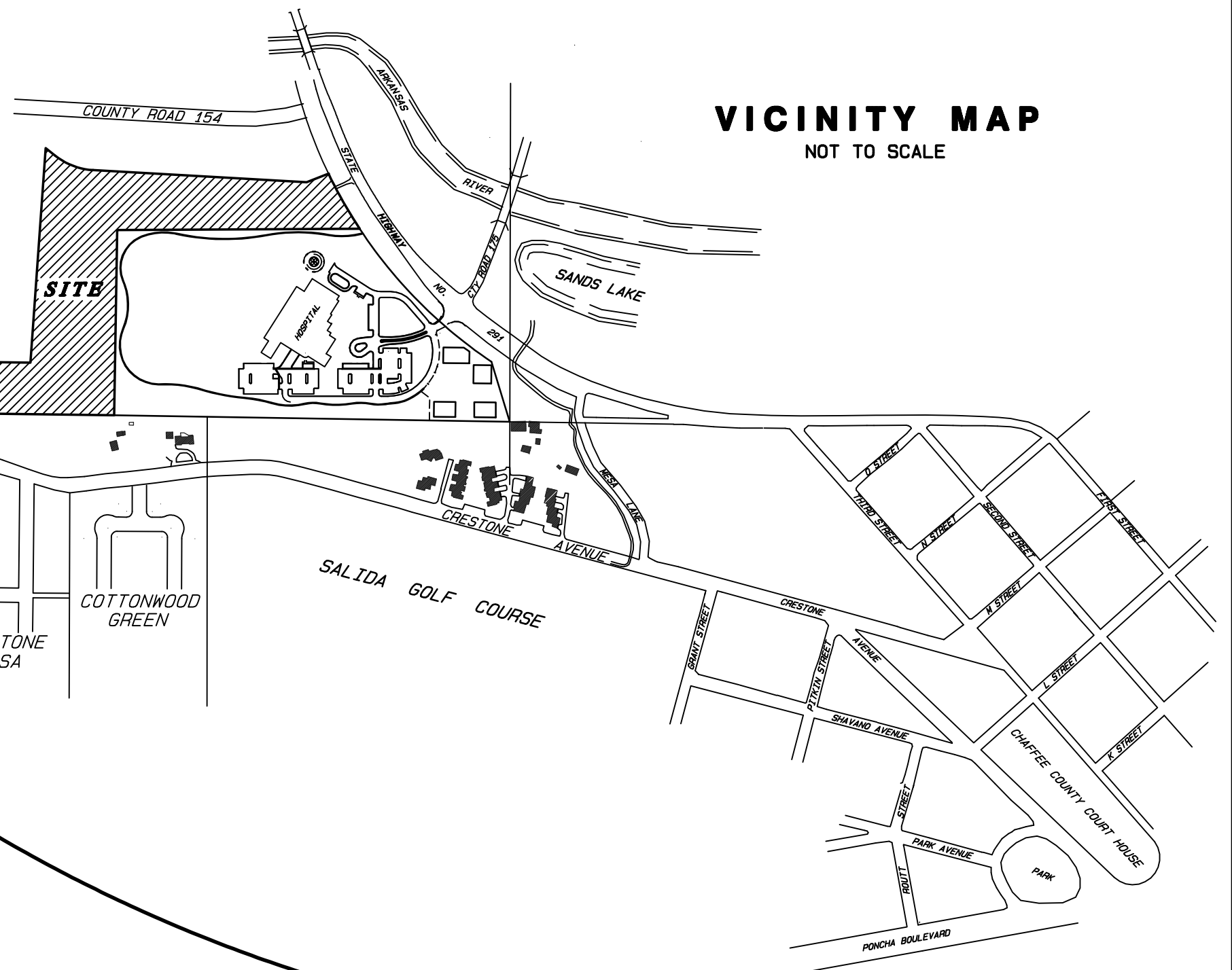
DATED THIS _____ DAY OF _____, 2017.

MICHAEL K. HENDERSON
REG. L. S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

1) ANNEXATION DESCRIPTION CONTAINED HEREON WAS PREPARED BY MICHAEL K. HENDERSON, 203 'G' STREET, SALIDA, CO, 81201.
2) ANNEXATION DESCRIPTION AND BOUNDARIES ARE BASED ON THE FILED PLAT OF "D.O.W.-H.R.R.M.C. LOT LINE ADJUSTMENT FILED UNDER RECEPTION NO. 428625 OF THE CHAFFEE COUNTY RECORDS."

VICINITY MAP
NOT TO SCALE



SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2017 BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE H.R.R.M.C. ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 2017.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE H.R.R.M.C. ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2017, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

H. R. R. M. C. ANNEXATION					
OF LOT 1-A, D.O.W.-H.R.R.M.C. LOT LINE ADJUSTMENT					
CHAFFEE COUNTY		COLORADO			
Job Number: J-17-016	HENDERSON LAND SURVEYING CO., INC.				
TPC FILED: J-05-081					
DRAWN BY: M. K. H.	203 G STREET		SALIDA, COLORADO		
CHECKED: Fld. book: 5244, 5263 & 5265 DC 1503	DATE: 2/3/17		DRAWING NO. L-17-06		



STAFF REPORT

MEETING DATE: March 27, 2017

AGENDA ITEM TITLE: Heart of the Rockies Regional Medical Center Amended Planned Development and Annexation of Lot 1-A – Annexation Petition

AGENDA SECTION: Public Hearing

REQUEST:

The request is to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 21.97 acres located at 1000 Rush Drive, County of Chaffee, State of Colorado, adjacent to the Heart of the Rockies Medical Center.

PETITIONERS:

Salida Hospital District "Heart of the Rockies Regional Medical Center," 1000 Rush Drive, Salida, Colorado, 81201

LOCATION:

The subject property is a certain unincorporated tract of land comprised of 21.97 acres located adjacent to and north and west of the Heart of the Rockies Regional Medical Center.

PROCESS:

An application for annexation is a multi-step process. The application has been accepted by the City Council and scheduled for a public hearing on May 2, 2017. The request is addressed by the Commission through a public hearing process. The Commission shall review the annexation map and all required supportive information and shall submit a written recommendation to the City Council. In its review of the application, the Commission shall focus on the standards for annexation contained in Chapter 16, Article IX, Annexation, of the Municipal Code.

OBSERVATIONS:

1. Annexation of the subject property is underway, with a public hearing scheduled before the City Council on May 2, 2017.
2. The proposed annexation has greater than 1/6th contiguity with the municipal boundary of the City of Salida.
3. The annexation property is under single ownership and the owner is a party to the annexation.

4. The annexation property is currently zoned RUR (Rural) in Chaffee County.
5. The annexation property is adjacent to existing water and sewer infrastructure. The property can be served by water, sewer in addition to the fire and police departments.
6. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.
7. The application will include relocation of County Road 154 right-of-way along the northern boundary. It is intended that this road provide access to the northern development portion of the property. Maintenance of County Road 154 will be done by the County. A CDOT access permit has been submitted for the intersection of Co. Rd. 154 and State Highway 291 and is under review. CDOT may require additional improvements to the intersection of County Road 154 and Highway 291.
8. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan. The proposal will provide for a logical extension of the City boundary to support the demand for expansion of the Heart of the Rockies Regional Medical Center.
9. Opportunity exists for a public trail connection at the base of the hill between the hospital perimeter trail and Co. Rd. 154 or the trail that drops off the mesa between Co. Rd. 160 and Franz Lake. Language committing to dedication of this trail connection and future construction has been included in the applicant's draft annexation agreement.

REVIEW AGENCY COMMENTS

Finance Department – “Water and sewer taps will be required at the time of development.”

Fire Department – “No concerns.”

Police Department – Chief Terry Clark responded “I have reviewed the plans on the Salida Hospital Annexation proposal. I have no concerns at this time.”

Public Works – “At time of development: extend sewer at minimum grade to end of property, loop water, coordinate access with CDOT.”

Chaffee County – No comment received. The County will be reviewing an Annexation Impact Report in the near future.

Colorado Department of Transportation – CDOT has not commented on this proposal at this time. The applicant has submitted an access permit for consideration. County Road 154 provides legal access to the property, as well as State Highway 291.

RECOMMENDED FINDINGS:

1. That the application meets the requirements of Article IX for annexations.
2. That the applicant can enter into an annexation agreement which will detail any issues or additional requirements negotiated and approved by the City Council, including, but not limited to conditions recommended by the Planning Commission.
3. Adequate public facilities are in place to serve the property.
4. That the annexation provides for orderly development of the City by annexation of an area that is legally eligible for annexation and a natural extension of the municipal boundary.
5. That the property can be served by the City for sewer, water and police and fire protection.
6. That the property is consistent with the future development potential in the area.
7. That the annexation implements the Comprehensive Plan and support the vision and goals set forth therein.

RECOMMENDED ACTION:

Based upon the observations, review standards, and findings outlined above, staff recommends the following:

That the Commission recommend **APPROVAL** of the application to annex land comprised of 21.97 acres north and west of and adjacent to the Heart of the Rockies Regional Medical Center with one condition of approval;

1. That the applicant include language to provide an easement for a public trail at the base of the hill on the applicant's western property connecting the hospital perimeter trail to either Co. Rd. 154 or the trail to Franz Lake from Co. Rd. 160 and commit to future construction of said trail.

RECOMMENDED MOTION:

That the recommended findings be made and the recommended action be taken.

Attachments: Application, Petition, Annexation Plat



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 14.	Community Development Department	Beverly Kaiser

ITEM: Ordinance 2017-14 HRRMC Annexation Agreement 1st Reading, An ordinance of the City Council for the City of Salida, Colorado, approving an annexation agreement between the City of Salida and Heart of the Rockies Regional Medical Center.

BACKGROUND: The request is to approve an Ordinance on first reading for the annexation agreement between the City of Salida and Heart of the Rockies Regional Medical Center.

APPLICANT:

Heart of the Rockies Regional Medical Center, 1000 Rush Drive, Salida, CO 81201

LOCATION:

The subject property is located northwest of the existing Heart of the Rockies Regional Medical Center property at 1000 Rush Drive.

BACKGROUND REVIEW:

To address the effects of an annexation a municipality and land owner may enter into an annexation agreement. The agreement is not required by law and is a matter of negotiation. The annexation agreement is a contract in which the municipality and landowner agree on certain mutually acceptable terms and conditions. Annexation agreements are permitted expressly by statute.

The annexation agreement has been prepared and reviewed by staff and reviewed by the applicant. The annexation agreement and legal description are attached.

FISCAL NOTE:

STAFF RECOMMENDATION: Staff recommends passing Ordinance No. 2017-14 approving the annexation agreement for the Snyder Annexation.

Suggested Motions: A Council person should make a motion “to approve Ordinance No. 14, 2017, an ordinance of the City Council for the City of Salida, Colorado, approving the annexation agreement between the City of Salida and Heart of the Rockies Regional Medical Center for the H.R.R.M.C. Annexation.

Followed by a second and then roll call and vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 14.	Community Development Department	Beverly Kaiser



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 14.	Community Development Department	Beverly Kaiser

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 14
(Series of 2017)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING AN ANNEXATION AGREEMENT WITH THE HEART OF THE
ROCKIES MEDICAL CENTER, FOR THE ANNEXATION OF CERTAIN REAL
PROPERTY INTO THE CITY.**

WHEREAS, on February 27, 2017, Heart of the Rockies Regional Medical Center filed an Annexation Petition with the Salida City Clerk requesting that the Salida City Council commence proceedings to annex to the City a certain unincorporated tract of land located in the County of Chaffee, State of Colorado, known as the HRRMC Annexation and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City adopted Ordinance No. ___, Series of 2017, on May 02, 2017, annexing the Property; and

WHEREAS, the City of Salida entered into the HRRMC Annexation Agreement (the "Agreement") on April 18, 2017 with Heart of the Rockies Regional Medical Center; and

WHEREAS, the City and the Owner desire to enter into an Annexation Agreement, attached as Exhibit A and incorporated herein by this reference, pursuant to C.R.S. §31-12-101 *et seq.* to set forth the terms and conditions of the Property's annexation into the City.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The City Council hereby approves the HRRMC Annexation Agreement.
3. A copy of this Ordinance shall be recorded in the public records of Chaffee County to reflect such Amendment.

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 18th day of April, 2017 and set for second reading and public hearing on the 2nd day of May, 2017.

City of Salida, Colorado
Ordinance No. __, Series of 2017
Page 2 of 2

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the 2nd day of May, 2017.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of
_____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____,
2017.

Deputy City Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and The Salida Hospital District, d/b/a The Heart of the Rockies Regional Medical Center ("Annexor"), each a "Party" and together the "Parties."

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the "Heart of the Rockies Annexation" and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property").
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 21.97 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On February 27, 2017, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the "Annexation Act"), and Article IX of the City's Land Use and Development Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On **[[DATE]]**, City Council adopted Ordinance No. **[[#]]**, annexing the Property to the City, and Ordinance No. **[[#]]**, zoning the Property as Commercial District (C-1).
- 1.9 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.
- 1.10 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on February 27, 2017.
- 2.4 “Annexor” means The Salida Hospital District, d/b/a The Heart of the Rockies Regional Medical Center, and its successor(s) and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark sky-compliant” means lighting in compliance with Section 16-8-100 of the City Code and intended to reduce the unnecessary use of artificial light at night.
- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:
 - 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
 - 2.10.2 The effective date of Ordinance No. [[#]], annexing the Property to the City, has occurred; and
 - 2.10.3 The effective date of Ordinance No. [[#]], zoning the Property as Commercial District (C-1), has occurred.
- 2.11 “Property” means the land that is described as the Heart of the Rockies Annexation in the Annexation Petition and that is legally described in attached Exhibit A.

- 2.12 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Annexor waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement;
and
- 5.2.2 Final Annexation Approval has occurred.
- 5.3 Zoning of Property.
- 5.3.1 On March 27, 2017, the Salida Planning Commission recommended zoning of the Property as Commercial District (C-1).

- 5.3.2 At its **[[DATE]]**, 2017 meeting, the City Council approved zoning of the Property as Commercial District (C-1).
- 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.
- 5.4 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.
- 5.4.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time application therefor is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. The City reserves the right to refuse to provide wastewater treatment service for any effluent that includes prohibited wastes as described in Section 13-2-120 of the City Code, or that is beyond the City's capability of treating in either quantity or quality.
- 5.4.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.
- 5.4.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.
- 5.4.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

- 5.4.5 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City; provided, however, that all interior streets within the Property will be privately owned by the Annexor and its successor(s), and will be privately maintained by the Annexor and its successor(s).
- 5.5 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:
- 5.5.1 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.5.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.
- 5.6 Interior Streets. Streets within the Property will be privately owned and maintained by the Annexor.

- 5.6.1 The Annexor shall build all interior streets to City design standards.
 - 5.6.2 The Annexor and its successor(s) shall privately maintain interior streets in perpetuity, in good and safe condition, and in keeping with best practices for road maintenance. The City will not be responsible for maintenance or replacement of interior streets, or for the clearing or removal of snow from interior streets and their appurtenances.
 - 5.6.3 The City shall have the right, but not the affirmative or binding obligation, to enter onto the Property, with ten (10) days' prior notice, to correct or maintain the condition of interior streets. In the event the City undertakes such correction or maintenance, the Annexor shall pay the actual costs of such correction or maintenance activity plus ten percent (10%) within thirty (30) days of the City's delivery of an invoice to the Annexor for such costs.
 - 5.6.4 All interior streets must meet all Salida Fire Department requirements.
 - 5.6.5 In the case of underground utility repairs, the City shall complete the asphalt patches resulting from the repair to the City standards for asphalt patching in force at the time of the repair. The City has no obligation and will bear no liability for any other street repairs or improvements as a result of the utility repair.
- 5.7 Dedications and Easements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, even if the Property is not being platted or developed at the time the City deems dedication of the rights-of-way, easements, or public land necessary.
- 5.7.1 The Annexor shall dedicate public access and an easement for a trail along the toe of the hill near the southern property line of Lot 1-A within the Property (see depiction of trail location on Exhibit A), connecting the Hospital perimeter trail to the Angler's Trail at the base of the hill at a point just above Co. Rd. 154. The trail must be ten (10) feet wide, with an easement width of fourteen (14) feet, and must be constructed from concrete to allow for access by those with disabilities. The Annexor shall construct said trail connection and dedicate or otherwise convey the above-described easement to the City within two (2) years of Final Annexation Approval. The Annexor shall maintain the trail in perpetuity in a safe and usable condition.
 - 5.7.2 The Annexor shall dedicate public access and an easement for a trail between the Hospital perimeter trail in the northern portion of the property and the trail north of Co. Rd. 154 that connects Franz Lake to Sand Lake. The trail must be ten (10) feet wide, with an easement width of fourteen (14) feet, and must be constructed from concrete to allow for access by those with disabilities. The Annexor shall construct said trail connection and dedicate or otherwise convey the above-described

easement to the City within two (2) years of Final Annexation Approval. The Annexor shall maintain the trail in perpetuity in a safe and usable condition.

5.7.3 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.

5.7.4 The Annexor shall dedicate public utility easements for all interior streets.

5.8 Water Mains. The Annexor will stub 8-inch water main utilities across County Road 154 to provide a potential future connection to adjoining properties. The City acknowledges that in accordance with City Code Sections 13-2-160 and 13-2-150, the Annexor may be eligible for a prorated utility reimbursement by the connecting properties for the extension completed by the Annexor. Said reimbursement will be limited to a maximum of 50% of the cost of construction of the water main utilities.

5.9 In the case of underground utility repairs, the City shall complete the asphalt patches resulting from the repair to the City standards for asphalt patching in force at the time of the repair. The City bears and will bear no liability for any other street repairs or improvements as a result of such utility repair.

5.10 All lighting on the Property must be “dark sky”-compliant.

5.11 In meeting its obligations with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney.

5.12 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City’s approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor’s activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.

Section 6 – Zoning

6.1 The Annexor requests and consents to Commercial District (C-1) zoning. Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended. The Annexor shall cease and desist from any non-conforming uses on the Property within one (1) year from the date of Final Annexation Approval. In that one (1) year period, there must be no expansion of any non- conforming use.

Section 7 – Breach by Annexor and City’s Remedies

7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
- 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
- 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
- 7.1.4 The refusal to allow further development review for the Property.
- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor

further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

8.2 Indemnification.

8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.

8.2.2 The Annexor shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the proposed annexation and proposed zoning; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the proposed annexation or zoning. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.

9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

- 9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:

City of Salida
Attn: City Administrator and City Attorney
448 East First Street
Salida, CO 81201

Notice to the Annexor:

Heart of the Rockies Regional Medical Center
1000 Rush Drive
Salida, CO 81201

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

- 9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By _____ Mayor

ATTEST:

City Clerk/Deputy City Clerk

By _____ Name _____

STATE OF COLORADO)
) ss.

PROPOSED D.O.W. TO H.R.R.M.C. PROPERTY DESCRIPTION:

A tract of land located within Tract 2 of the Colorado Division of Wildlife Subdivision Exemption (Reception No. 353750), being in the South Half of the Northeast Quarter (S½ NE ¼) and the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1-R of the Heart of the Rockies Medical Campus Phase II Planned Development, being a point on the south boundary of the said S½ NE¼, from whence the East ¼ corner (brass cap) of said Section 31 bears South 89°18'11" East 1656.00 feet;

Thence proceeding around the tract herein described, along the west and north boundaries of said Lot 1-R, the following two (2) courses and distances:

First North 00°41'49" East 778.40 feet; and thence North 89°25'58" East 1018.54 feet to the Northeast corner of said Lot 1-R, being a point on a curve on the westerly right-of-way boundary of Colorado State Highway No. 291, said curve having a radius of 2004.93 feet and a chord which bears North 30°02'05" West 258.07 feet;

Thence along the arc of said curve, to the right, a distance of 258.25 feet;

Thence leaving said highway boundary, South 68°27'08" West 100.00 feet;

Thence North 86°44'43" West 895.08 feet to the beginning of a curve to the right, said curve having a central angle of 35°20'02", a radius of 280.0 feet and a chord which bears North 69°04'42" West 169.95 feet;

Thence along the arc of said curve a distance of 172.67 feet to the end of said curve;

Thence North 51°24'40" West 50.94 feet;

Thence South 04°03'35" West 900.39 feet;

Thence North 89°18'11" West 472.97 feet;

Thence North 86°14'41" West 1241.27 feet;

Thence South 00°00'00" West 256.55 feet to a point on the north right-of-way boundary of Chaffee County Road No. 160;

Thence South 86°14'41" East along said county road boundary 479.90 feet to the south boundary of the said SE¼ NW¼;

Thence South 89°17'32" East 666.36 feet to the Southeast corner of said SE¼ NW¼;

Thence South 89°18'11" East along the south boundary of the said S½ NE¼ a distance of 916.60 feet to the point of beginning.

Containing 21.97 Acres.

The above described tract of land is identified as Lot 1-A on the D.O.W.–H.R.R.M.C. LOT LINE ADJUSTMENT plat which has been submitted to Chaffee County for approval.

Property description prepared by:

Michael K. Henderson

203 G Street

Salida, CO 81201



Beverly Kaiser <beverly.kaiser@cityofsalida.com>

HRRMC:

2 messages

Michael H. Wilbur <mwilbur@colandlaw.com>
To: Beverly Kaiser <beverly.kaiser@cityofsalida.com>

Thu, Mar 23, 2017 at 12:36 PM

Bev,

Per our phone conversation, would you please withdraw our application for the modification to the Planned Development. My client informs me that they have elected to build a larger footprint, but to only build three floors. I have been informed that the building will only be 54 feet in height. I will reflect this fact in the annexation agreement, which I will forward to you shortly.

Regards, Mike

E-Mail Notice: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read or play this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

Beverly Kaiser <beverly.kaiser@cityofsalida.com>
To: Kristi Jefferson <kristi.jefferson@cityofsalida.com>

Thu, Mar 23, 2017 at 1:13 PM

[Quoted text hidden]



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2017

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. 15.	Community Development Department	Beverly Kaiser

ITEM: Ordinance 2017-15 H.R.R.M.C. Zoning 1st Reading, An ordinance of the City Council for the City of Salida, Colorado, approving the zoning of the newly annexed parcel as Commercial (C-1).

BACKGROUND: An ordinance of the City Council for the City of Salida, Colorado zoning certain real property known as the as the Heart of the Rockies Medical Center (HRRMC) Lot 1-A parcel with a Commercial (C-1) zone district.

APPLICANTS:

Heart of the Rockies Regional Medical Center, 1000 Rush Drive, Salida, CO 81201.

LOCATION:

The subject property is located northwest of the existing Heart of the Rockies Regional Medical Center property at 1000 Rush Drive.

BACKGROUND REVIEW:

Zoning of the property is the second step in the annexation process for the HRRMC Lot 1-A Annexation property. The applicant has requested to be zoned Commercial (C-1) which is consistent with the recommendation of the Planning Commission.

The Planning Commission reviewed the zoning application on March 27, 2017. The staff report and the draft minutes from the March 27th Planning Commission are attached to this memo.

FISCAL NOTE:

STAFF RECOMMENDATION: Staff would suggest passing the ordinance to zone the HRRMC Lot 1-A Annexation as Commercial (C-1).

Suggested Motion: A Council person should make a motion “to approve Ordinance No. 2017-15, an ordinance of the City Council for the City of Salida, Colorado, zoning certain real property known as the HRRMC Lot 1-A Annexation with a Commercial zone district designation, and setting the public hearing date for May 2, 2017 and ordering the ordinance to be published in full.”

Followed by a second and then roll call and vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 15
SERIES OF 2017**

**AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN
REAL PROPERTY KNOWN AS THE HEART OF THE ROCKIES MEDICAL CENTER
(HRRMC) LOT 1-A ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT**

WHEREAS, January 31, 2017, the Heart of the Rockies Medical Center (“Petitioner”), filed a General Development Application to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 21.97 acres located at 1000 Rush Drive, Salida, County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, by Ordinance No. ____, Series of 2017 the City of Salida annexed the Heart of the Rockies Medical Center Lot 1-A Annexation to the City; and

WHEREAS, Petitioner has filed an application to zone the Property within the Commercial (C-1) zone district, and on March 27, 2017 the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone as Commercial (C-1); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the HRRMC Lot 1-A Annexation was held on May 2, 2017 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Commercial (C-1).
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the SMC, together with the Ordinance number and date, date of amendment, and initials of the draftsman making the change. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on April 18, 2017, 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 _____, 2017 and set for second reading and public hearing on the 2nd day of May, 2017.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 2nd day of May, 2017.

CITY OF SALIDA, COLORADO

James LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2017.

City Clerk/Deputy City Clerk



PLANNING COMMISSION STAFF REPORT

MEETING DATE: March 27, 2017

AGENDA ITEM TITLE: Heart of the Rockies Regional Medical Center Annexation - Zoning Review

AGENDA SECTION: Public Hearing

REQUEST:

The request is to recommend zoning designation for the 21.97 acres located at 1000 Rush Drive, Salida, Colorado known as Lot 1-A addition to the Heart of the Rockies Regional Medical Campus Planned Development. The request is to designate the proposed annexation as PD Planned Development with C-1 as the underlying zone.

APPLICANT: Salida Hospital District "Heart of the Rockies Regional Medical Center" 1000 Rush Drive, Salida, Colorado 81201

LOCATION:

The subject property is a certain unincorporated tract of land comprised of 21.97 acres on Hwy 291, north and west of the Heart of the Rockies Regional Medical Center, County of Chaffee, State of Colorado as shown on the attached annexation plat. With the new annexation, the combined total area of the medical campus would be 46.29 acres.

BACKGROUND REVIEW:

All territory annexed to the City subsequent to July 3, 2002 shall be zoned according to district classifications of Article IV and detailed in Section 16-4-20. Such classification shall be determined by the City Council, upon recommendation of the Planning Commission.

Zoning of the property is the second step in the annexation process. The applicant is requesting a PD Planned Development, with C-1 underlying zone Zone District designation. This is to accommodate the expansion of the Heart of the Rockies Regional Medical campus. The existing zoning on the property in Chaffee County is RUR (Rural). Adjacent properties to the west and north within the County are zoned RUR (Rural). Property south of the proposed annexation is zoned RES (residential) in Chaffee County. The Heart of the Rockies Regional Medical Center PD is located east and southeast of the proposed annexation.

The Heart of the Rockies Regional Medical Campus Planned Development was approved by the City Council via Ordinance No. 29, Series 2008 on November 6, 2008. The ordinance referred to an Overall Development Plan map but no plan PD text, however, conditions of approval were included in the Council approval. The final approving ordinance, maps, and copies of the minutes listing conditions of approval are attached.

In addition to the annexation and accompanying zoning, the current application is for City Council approval of a “substantial modification” to the Hospital PD under Section 16-7-150 Modifications of the Salida Land Use and Development Code. The text accompanying the application and Exhibit B (plan map) define the amended Master Plan Concept. The proposed modifications include:

1. A combined medical clinic and office space structure adjoining the existing main hospital building. This structure is proposed at four stories, or 68 feet tall.
2. A hanger and crew quarters for REACH Air Ambulance near the emergency room wing.
3. Realignment of Co. Rd. 154 further south to provide access to the norther portion of the medical campus.
4. Additional medical clinic on the northern portion of the campus.
5. The Master Plan Concept illustrates a nursing home at the northwest corner of the property, but the applicants have stated that this use is conceptual in nature.
6. A future addition of the existing hospital building on the northwest side.

OBSERVATIONS:

This section is intended to highlight observations or concerns raised by staff to assist the Commission in doing the same. Additional concerns or questions may arise after a presentation by the applicant.

1. Annexation of the subject property is underway, with a public hearing scheduled before the City Council on May 2, 2017. Zoning the property is required at the time of annexation, or may occur within 90 days following annexation approval by the City Council.
2. The property consists of approximately 21.97 acres of land located on Highway 291, north and west of the Heart of the Rockies Regional Medical Center.
3. The proposed zoning district (PD) with C-1 as the underlying zone provides a logical extension of the regional medical campus.
4. The property has access from Highway 291 and is to have access from relocation of County Road 154.
5. The property may be served by city sewer and water.
6. The zone district provides a compatible land use with surrounding properties. The proposed district is consistent with the goals of the Salida Comprehensive Plan.
7. The application includes a substantial modification of an existing Planned Development. As a PD “is a negotiated zone district” (16-7-40 (b) (1)), additional relevant items can be brought to the table during review. During a site visit, staff noticed that opportunity exists for a trail

connection at the base of the hill along the southern portion of the property between the hospital perimeter trail to Co. Rd. 154 or the trail to Franz Lake that drops off of Co. Rd. 160. This trail connection could be included in an annexation agreement for the annexation of Lot 1-A or as a condition of approval for the amended Planned Development.

8. The current PD modification application includes a proposed height deviation of 68 feet for the new medical clinic/office structure adjoining the hospital. Section 16-7-40 (b) (8) of the Planned Development plan evaluation criteria states:

The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in:

- a. *Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features.*
- b. *Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view.*
- c. *Inability to provide adequate fire protection using equipment currently in use by the Fire Department.*

REVIEW STANDARDS FOR MAP AMENDMENTS Section 16-4-210 (c)

1. **Consistent with Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.
 - The property is a natural extension of the City's municipal boundary. The annexation and PD with C-1 underlying zone for the property is consistent with the vision and goals set forth in the Comprehensive Plan and is compatible with adjacent land and appropriate for the area.
2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - The applicant is requesting one zone district, PD Planned Development with C-1 underlying zone. Designation of the subject property is consistent with the surrounding area and will provide appropriate land use.
3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The zoning classification is consistent with the zoning of other properties in the area. The proposal is adjacent to the hospital Planned Development (PD) zoning in the City.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.

- This application is a result of the need for zoning due to annexation, not due to a map error or change in use in the neighborhood.

PROJECT REVIEW HISTORY:

The Heart of the Rockies Regional Medical Center Lot 1-A Annexation proposal went before the City Council and Planning Commission for joint “concept” review on February 22, 2017. Comments were generally favorable. The fact that the proposed annexation enables much needed expansion of the medical campus was the focus of discussion.

On March 21, 2017 the application went before the City Council for consideration of a resolution before the Council finding substantial compliance on the part of the annexation proposal and setting the date for public hearing with regard to an annexation petition. The resolution passed and the hearing date was set for May 2, 2017

RECOMMENDED FINDINGS:

1. That the application is in compliance with the review standards for map amendments. The proposed PD Planned Development with C-1 underlying zone designation for the property furthers the goals and policies of the Salida Comprehensive Plan and are compatible with the zoning and use of nearby and neighboring properties.

RECOMMENDED ACTION:

Based upon the observations, review standards, and findings outlined above, staff recommends the following:

That the Commission recommend **APPROVAL** of the application to designate the proposal to annex the property at 1000 Rush Drive as PD Planned Development with underlying C-1 Zone District.

RECOMMENDED MOTION:

That the recommended findings be made and the recommended action be taken.

BECAUSE THIS APPLICATION IS FOR A ZONING OF AN ANNEXATION. THE PLANNING COMMISSION IS MAKING A RECOMMENDATION TO THE SALIDA CITY COUNCIL WHICH WILL MAKE THE FINAL DECISION ON THIS APPLICATION.

**City Administrator Report
City of Salida, CO
April 18, 2017**

Community Development Director: Administration has hired Mr. Glen Van Nimwegen, AICP as the new Community Development Director for the City of Salida. Mr. Van Nimwegen is the current Planning and Development Services Director for Telluride Mountain Village. Over his thirty plus year career he has served as Community Development Director for the City of Littleton, CO and the City of Peoria, AZ, as well as the Assistant Director of Planning and Development for the City of Chandler, AZ among other professional positions. Mr. Van Nimwegen holds a Bachelor of Science in Design and a Masters in Public Administration with an emphasis in Urban Management and Planning from Arizona State University. Administration believes his depth of experience will be an asset to Salida as the community wrestles with complicated and pressing development issues. His start date is targeted for May 8.

Grant Manager Position: A recent internal analysis noted that this year the City of Salida will be administering nearly \$2 million in grants from over a half dozen sources. To this end, administration will pursue creating and filling a position specifically designed to administer these grants after their award. It is expected this position will be most effective as a contract position. The 2017 Budget has \$5,000 earmarked for “consulting-general” in the Economic Development Fund (33-16-52-41-0) which, due to no other defined uses of this line, would be the natural location where this position would derive its funding.

Court Clerk/Administrative Assistant: As approved in the 2017 budget, Administration will be posting a job announcement for the combined positions of Court Clerk and Administrative Assistant. Neither of these positions are fulltime positions but both are important. Currently April Franklin is covering the court clerk position while also holding down the duties of Planner Tech I which, with an increase in planning applications, is taking up more and more of her time. She will move over full time to Planner Tech I and a new person will assume her clerk duties as well as provide needed administrative assistance to all the first floor city departments within the Touber Building.

Please note, Sec. 2-5-60 of the Salida Code states that “...*The City Administrator, with the approval of the City Council, may appoint a person to serve as Court Clerk, whose duties shall be those assigned by the Municipal Judge...*” If it is the desire of Council, you may give this perfunctory “approval” now as in the past it has not been a formalized action of this body.

RV Dump Station: Per direction of the City Council, administration reached out the Poncha Springs to see where there might be possibilities in cooperation regarding their RV Dump Station. Poncha Springs administration responded positively and both communities are reviewing what will work best with both parties.

Continued Updates: In between the time of this report being written and the Council meeting administration expects the possibility of more items to be added as a verbal update.



City of Salida, CO

Budget Report

Account Summary

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND							
Revenue							
Department: 00 - General							
Category: 40 - Tax Revenue							
10-00-4010-0	Sales Tax - City	2,259,422.00	2,259,422.00	0.00	282,203.16	-1,977,218.84	87.51 %
10-00-4020-0	Occupation Tax on Lodging	0.00	0.00	0.00	43,948.63	43,948.63	0.00 %
10-00-4030-0	Franchise Fees	340,000.00	340,000.00	11,170.47	76,006.03	-263,993.97	77.65 %
Category: 40 - Tax Revenue Total:		2,599,422.00	2,599,422.00	11,170.47	402,157.82	-2,197,264.18	84.53 %
Category: 41 - Fees for General Services							
10-00-4128-0	NSF Fees	0.00	0.00	0.00	40.00	40.00	0.00 %
10-00-4181-0	Vin Inspections	5,000.00	5,000.00	320.00	2,220.00	-2,780.00	55.60 %
10-00-4191-0	Charge for Copies & Open Records	1,000.00	1,000.00	32.75	34.25	-965.75	96.58 %
Category: 41 - Fees for General Services Total:		6,000.00	6,000.00	352.75	2,294.25	-3,705.75	61.76 %
Category: 44 - Intergovernmental Revenue							
10-00-4410-0	Sales Tax - County	1,800,000.00	1,800,000.00	0.00	115,588.67	-1,684,411.33	93.58 %
10-00-4420-0	Cigarette Tax	19,000.00	19,000.00	1,666.27	7,119.71	-11,880.29	62.53 %
10-00-4425-0	Other State Taxes	65,000.00	65,000.00	0.00	9,409.31	-55,590.69	85.52 %
10-00-4430-0	Highway Users Tax	218,378.00	218,378.00	0.00	34,234.17	-184,143.83	84.32 %
10-00-4432-0	Motor Vehicle Registration	25,000.00	25,000.00	2,099.00	8,101.50	-16,898.50	67.59 %
10-00-4434-0	County Road & Bridge	8,000.00	8,000.00	1,024.77	3,583.77	-4,416.23	55.20 %
10-00-4450-3	Federal Grants	0.00	57,225.00	0.00	0.00	-57,225.00	100.00 %
10-00-4454-3	State Grants	96,801.00	96,801.00	0.00	30,943.01	-65,857.99	68.03 %
10-00-4458-1	Grants - Pass-through	15,000.00	15,000.00	0.00	15,000.00	0.00	0.00 %
Category: 44 - Intergovernmental Revenue Total:		2,247,179.00	2,304,404.00	4,790.04	223,980.14	-2,080,423.86	90.28 %
Category: 48 - Capital Revenue							
10-00-4850-3	Sale of Equipment	115,000.00	115,000.00	0.00	0.00	-115,000.00	100.00 %
10-00-4860-3	Insurance Proceeds	0.00	0.00	12,380.00	95,018.42	95,018.42	0.00 %
10-00-4870-3	Donations for Capital Improvements	28,500.00	28,500.00	0.00	10,000.00	-18,500.00	64.91 %
Category: 48 - Capital Revenue Total:		143,500.00	143,500.00	12,380.00	105,018.42	-38,481.58	26.82 %
Category: 49 - Miscellaneous Revenue							
10-00-4901-0	Interest Revenue	20,000.00	20,000.00	0.00	6,341.54	-13,658.46	68.29 %
10-00-4906-0	Gains/Losses on Investments	0.00	0.00	0.00	764.45	764.45	0.00 %
10-00-4911-0	Rent, Leases & Royalties	60,000.00	60,000.00	3,290.01	14,006.04	-45,993.96	76.66 %
10-00-4980-0	Other Misc Revenues	1,000.00	1,000.00	29.87	6,681.97	5,681.97	668.20 %
Category: 49 - Miscellaneous Revenue Total:		81,000.00	81,000.00	3,319.88	27,794.00	-53,206.00	65.69 %
Department: 00 - General Total:		5,077,101.00	5,134,326.00	32,013.14	761,244.63	-4,373,081.37	85.17 %
Department: 15 - Administration & Elected Officials							
Category: 41 - Fees for General Services							
10-15-4171-0	Vital Statistics Records	18,500.00	18,500.00	1,081.25	8,111.14	-10,388.86	56.16 %
10-15-4199-0	Other Services Revenue	150.00	150.00	0.00	0.00	-150.00	100.00 %
Category: 41 - Fees for General Services Total:		18,650.00	18,650.00	1,081.25	8,111.14	-10,538.86	56.51 %
Category: 43 - Licenses and Permits							
10-15-4301-0	Liquor Licenses	14,000.00	14,000.00	148.75	2,478.75	-11,521.25	82.29 %
10-15-4302-0	Special Events Liquor Permits	1,200.00	1,200.00	0.00	100.00	-1,100.00	91.67 %
10-15-4311-0	Medical Marijuana Dispensary License	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
10-15-4321-0	Business Licenses	4,000.00	4,000.00	50.00	325.00	-3,675.00	91.88 %
10-15-4331-0	Other Licenses and Permits	1,000.00	1,000.00	0.00	200.00	-800.00	80.00 %
Category: 43 - Licenses and Permits Total:		23,200.00	23,200.00	198.75	3,103.75	-20,096.25	86.62 %
Department: 15 - Administration & Elected Officials Total:		41,850.00	41,850.00	1,280.00	11,214.89	-30,635.11	73.20 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 16 - Community Development						
Category: 41 - Fees for General Services						
10-16-4141-0 Planning and Zoning Fees	40,000.00	40,000.00	2,233.70	16,884.43	-23,115.57	57.79 %
10-16-4142-1 Development Review Reimbursements	7,500.00	7,500.00	2,282.39	4,673.66	-2,826.34	37.68 %
Category: 41 - Fees for General Services Total:	47,500.00	47,500.00	4,516.09	21,558.09	-25,941.91	54.61 %
Category: 49 - Miscellaneous Revenue						
10-16-4931-3 Land Dedication (Fees in Lieu)	0.00	0.00	0.00	6,000.00	6,000.00	0.00 %
Category: 49 - Miscellaneous Revenue Total:	0.00	0.00	0.00	6,000.00	6,000.00	0.00 %
Department: 16 - Community Development Total:	47,500.00	47,500.00	4,516.09	27,558.09	-19,941.91	41.98 %
Department: 21 - Police						
Category: 41 - Fees for General Services						
10-21-4199-0 Other Services Revenue	3,000.00	3,000.00	0.00	300.00	-2,700.00	90.00 %
Category: 41 - Fees for General Services Total:	3,000.00	3,000.00	0.00	300.00	-2,700.00	90.00 %
Category: 42 - Fines & Forfeitures						
10-21-4201-0 Court Fines	35,000.00	35,000.00	1,615.00	9,904.20	-25,095.80	71.70 %
10-21-4204-0 Parking Fines	15,000.00	15,000.00	1,090.00	6,030.00	-8,970.00	59.80 %
10-21-4221-0 Court Cost Charges	6,000.00	6,000.00	390.00	3,243.24	-2,756.76	45.95 %
Category: 42 - Fines & Forfeitures Total:	56,000.00	56,000.00	3,095.00	19,177.44	-36,822.56	65.75 %
Category: 49 - Miscellaneous Revenue						
10-21-4920-0 Community Programs Donations	0.00	0.00	0.00	50.00	50.00	0.00 %
Category: 49 - Miscellaneous Revenue Total:	0.00	0.00	0.00	50.00	50.00	0.00 %
Department: 21 - Police Total:	59,000.00	59,000.00	3,095.00	19,527.44	-39,472.56	66.90 %
Department: 22 - Fire						
Category: 41 - Fees for General Services						
10-22-4161-0 Fire Plans & Inspections	5,000.00	5,000.00	30.00	1,528.10	-3,471.90	69.44 %
10-22-4166-0 Emergency Response Fees	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
Category: 41 - Fees for General Services Total:	25,000.00	25,000.00	30.00	1,528.10	-23,471.90	93.89 %
Category: 44 - Intergovernmental Revenue						
10-22-4460-0 South Ark Fire District	70,000.00	70,000.00	0.00	0.00	-70,000.00	100.00 %
Category: 44 - Intergovernmental Revenue Total:	70,000.00	70,000.00	0.00	0.00	-70,000.00	100.00 %
Category: 49 - Miscellaneous Revenue						
10-22-4921-0 Fireworks Donations	5,000.00	5,000.00	0.00	1,131.79	-3,868.21	77.36 %
Category: 49 - Miscellaneous Revenue Total:	5,000.00	5,000.00	0.00	1,131.79	-3,868.21	77.36 %
Department: 22 - Fire Total:	100,000.00	100,000.00	30.00	2,659.89	-97,340.11	97.34 %
Department: 30 - Streets Infrastructure						
Category: 41 - Fees for General Services						
10-30-4151-0 Public Works Charges	10,000.00	10,000.00	0.00	4,235.00	-5,765.00	57.65 %
Category: 41 - Fees for General Services Total:	10,000.00	10,000.00	0.00	4,235.00	-5,765.00	57.65 %
Department: 30 - Streets Infrastructure Total:	10,000.00	10,000.00	0.00	4,235.00	-5,765.00	57.65 %
Department: 31 - Facilities & Vehicle Management						
Category: 41 - Fees for General Services						
10-31-4151-0 Public Works Charges	22,000.00	22,000.00	0.00	3,472.65	-18,527.35	84.22 %
Category: 41 - Fees for General Services Total:	22,000.00	22,000.00	0.00	3,472.65	-18,527.35	84.22 %
Department: 31 - Facilities & Vehicle Management Total:	22,000.00	22,000.00	0.00	3,472.65	-18,527.35	84.22 %
Department: 51 - Pool & Recreation						
Category: 45 - Fees for Recreation & Event Services						
10-51-4501-0 Hot Springs Pool	404,000.00	404,000.00	6,451.87	108,465.05	-295,534.95	73.15 %
10-51-4506-0 Soaking Pool Fees	25,000.00	25,000.00	474.00	7,467.00	-17,533.00	70.13 %
10-51-4519-0 Vending Machine Commissions	600.00	600.00	0.00	57.15	-542.85	90.48 %
10-51-4521-0 Recreation Programs	40,000.00	40,000.00	220.00	10,644.50	-29,355.50	73.39 %
10-51-4529-0 Other Recreation Revenues	10,000.00	10,000.00	0.00	2,339.42	-7,660.58	76.61 %
10-51-4540-0 Marvin Park Rentals/Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
10-51-4541-0 Park Rental Charges	16,000.00	16,000.00	110.00	3,845.00	-12,155.00	75.97 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 45 - Fees for Recreation & Event Services Total:		496,600.00	496,600.00	7,255.87	132,818.12	-363,781.88	73.25 %
Department: 51 - Pool & Recreation Total:		496,600.00	496,600.00	7,255.87	132,818.12	-363,781.88	73.25 %
Revenue Total:		5,854,051.00	5,911,276.00	48,190.10	962,730.71	-4,948,545.29	83.71 %
Expense							
Department: 15 - Administration & Elected Officials							
Category: 51 - Personnel							
10-15-5101-0	Administrative Salaries and Wages	314,984.00	314,984.00	10,793.51	74,381.34	240,602.66	76.39 %
10-15-5104-0	Overtime	0.00	0.00	422.67	2,987.64	-2,987.64	0.00 %
10-15-5111-0	FICA Taxes	24,096.00	24,096.00	841.98	5,807.67	18,288.33	75.90 %
10-15-5112-0	Unemployment Insurance	945.00	945.00	33.02	216.53	728.47	77.09 %
10-15-5121-0	Health Insurance	50,000.00	50,000.00	0.00	7,605.55	42,394.45	84.79 %
10-15-5129-0	Other Benefits Costs	10,000.00	10,000.00	319.68	1,211.13	8,788.87	87.89 %
10-15-5131-0	Retirement	18,899.00	18,899.00	262.28	1,040.55	17,858.45	94.49 %
10-15-5141-0	Workers Compensation Insurance	1,200.00	1,200.00	79.98	479.69	720.31	60.03 %
10-15-5181-0	Wellness Program	1,000.00	1,000.00	0.00	350.00	650.00	65.00 %
10-15-5191-0	Recruiting & Hiring Costs	3,000.00	3,000.00	141.45	2,847.78	152.22	5.07 %
Category: 51 - Personnel Total:		424,124.00	424,124.00	12,894.57	96,927.88	327,196.12	77.15 %
Category: 52 - Contracted Services							
10-15-5201-0	Professional Services	15,000.00	15,000.00	4,174.21	18,038.33	-3,038.33	-20.26 %
10-15-5211-0	Legal - General Services	80,000.00	80,000.00	0.00	10,745.87	69,254.13	86.57 %
10-15-5213-3	Legal - Special Projects	5,000.00	5,000.00	230.00	11,793.08	-6,793.08	-135.86 %
10-15-5215-3	Lawsuit Costs	5,000.00	5,000.00	0.00	61,947.71	-56,947.71	-1,138.95 %
10-15-5217-0	Audit	20,000.00	20,000.00	0.00	3,200.00	16,800.00	84.00 %
10-15-5221-0	IT - General Services	15,000.00	15,000.00	0.00	1,674.99	13,325.01	88.83 %
10-15-5223-3	IT - Special Projects	0.00	0.00	6,326.23	6,326.23	-6,326.23	0.00 %
10-15-5224-0	IT - Annual Maintenance, Support, Ho...	10,000.00	10,000.00	50.00	1,896.05	8,103.95	81.04 %
10-15-5241-0	Consulting - General	5,000.00	5,000.00	0.00	1,660.00	3,340.00	66.80 %
10-15-5298-0	Other Contracted Services	16,000.00	16,000.00	0.00	6,211.45	9,788.55	61.18 %
Category: 52 - Contracted Services Total:		171,000.00	171,000.00	10,780.44	123,493.71	47,506.29	27.78 %
Category: 53 - Supplies & Materials							
10-15-5300-0	Operating Supplies	2,500.00	2,500.00	0.00	822.36	1,677.64	67.11 %
10-15-5310-0	Office Supplies	4,000.00	4,000.00	53.30	2,285.84	1,714.16	42.85 %
10-15-5350-0	Gasoline & Diesel Fuel	250.00	250.00	0.00	22.69	227.31	90.92 %
10-15-5355-0	Motor Vehicle Parts	500.00	500.00	0.00	0.00	500.00	100.00 %
10-15-5370-0	Non-capital Tools & Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Category: 53 - Supplies & Materials Total:		8,250.00	8,250.00	53.30	3,130.89	5,119.11	62.05 %
Category: 54 - Utilities							
10-15-5410-0	Gas	5,500.00	5,500.00	0.00	990.03	4,509.97	82.00 %
10-15-5420-0	Electricity	7,000.00	7,000.00	773.21	5,233.21	1,766.79	25.24 %
10-15-5430-0	Water	1,500.00	1,500.00	0.00	112.79	1,387.21	92.48 %
10-15-5440-0	Sewer	1,500.00	1,500.00	0.00	112.77	1,387.23	92.48 %
10-15-5450-0	Telephone	3,600.00	3,600.00	0.00	1,930.28	1,669.72	46.38 %
10-15-5460-0	Broadband	600.00	600.00	0.00	1,012.71	-412.71	-68.79 %
10-15-5470-0	Trash Removal	750.00	750.00	0.00	209.60	540.40	72.05 %
Category: 54 - Utilities Total:		20,450.00	20,450.00	773.21	9,601.39	10,848.61	53.05 %
Category: 55 - Other Operating Costs							
10-15-5501-0	Postage & Freight	3,400.00	3,400.00	23.75	970.22	2,429.78	71.46 %
10-15-5503-0	Bank & Credit Card Fees	500.00	500.00	68.89	129.22	370.78	74.16 %
10-15-5505-0	Advertising	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
10-15-5506-0	Legal Notices & Document Recording	5,000.00	5,000.00	0.00	862.27	4,137.73	82.75 %
10-15-5508-0	Election Costs	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
10-15-5513-0	Subscriptions, Dues and Memberships	12,000.00	12,000.00	0.00	968.30	11,031.70	91.93 %
10-15-5520-0	Other Event or Program Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
10-15-5528-0	Personnel Activities & Events	5,500.00	5,500.00	0.00	700.31	4,799.69	87.27 %
10-15-5529-3	Special One-Time Event Costs	1,000.00	1,000.00	0.00	750.00	250.00	25.00 %
10-15-5530-0	Property / Casualty Insurance	88,000.00	88,000.00	20,517.96	42,851.67	45,148.33	51.30 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-15-5544-0	Lease Expense - Copiers, Machinery &...	4,000.00	4,000.00	0.00	1,789.65	2,210.35	55.26 %
10-15-5552-0	Repairs & Maintenance - Buildings	6,000.00	6,000.00	0.00	1,397.07	4,602.93	76.72 %
10-15-5554-0	Repairs & Maintenance - Copiers & Of..	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-15-5556-0	Repairs & Maintenance - Machinery &..	0.00	0.00	0.00	171.58	-171.58	0.00 %
10-15-5575-0	Meeting Costs	1,000.00	1,000.00	168.68	328.08	671.92	67.19 %
10-15-5580-0	Training Costs	15,000.00	15,000.00	1,450.18	3,063.18	11,936.82	79.58 %
10-15-5586-0	Travel Costs - Mileage Reimbursement	2,000.00	2,000.00	262.22	440.85	1,559.15	77.96 %
10-15-5589-0	Travel Costs - Other	3,000.00	3,000.00	138.00	138.00	2,862.00	95.40 %
10-15-5599-0	Miscellaneous	500.00	500.00	0.00	-15.90	515.90	103.18 %
Category: 55 - Other Operating Costs Total:		162,400.00	162,400.00	22,629.68	54,544.50	107,855.50	66.41 %
Category: 56 - Financing Obligations							
10-15-5615-0	Lease Purchase Obligation - Principle	120,800.00	120,800.00	0.00	29,873.19	90,926.81	75.27 %
10-15-5625-0	Interest on Lease Purchase Obligations	41,032.00	41,032.00	0.00	10,584.81	30,447.19	74.20 %
Category: 56 - Financing Obligations Total:		161,832.00	161,832.00	0.00	40,458.00	121,374.00	75.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-15-5921-0	Touber Building - Minor Improvemen...	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
10-15-5928-0	Furniture & Fixtures	0.00	0.00	0.00	198.16	-198.16	0.00 %
10-15-5941-0	Computer & Software Expenditures	7,000.00	7,000.00	34.97	1,663.09	5,336.91	76.24 %
10-15-5943-0	Audio Visual Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
10-15-5991-3	Other Budgetary Capital Items	17,000.00	17,000.00	0.00	15,288.00	1,712.00	10.07 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		36,500.00	36,500.00	34.97	17,149.25	19,350.75	53.02 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
10-15-6028-3	Elevator Replacement	60,000.00	60,000.00	0.00	202.63	59,797.37	99.66 %
10-15-6043-3	Audio Visual Equipment	5,000.00	5,000.00	0.00	7,825.81	-2,825.81	-56.52 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		65,000.00	65,000.00	0.00	8,028.44	56,971.56	87.65 %
Department: 15 - Administration & Elected Officials Total:		1,049,556.00	1,049,556.00	47,166.17	353,334.06	696,221.94	66.33 %
Department: 16 - Community Development							
Category: 51 - Personnel							
10-16-5101-0	Salaries and Wages	182,639.00	182,639.00	2,676.98	19,253.45	163,385.55	89.46 %
10-16-5111-0	FICA Taxes	13,972.00	13,972.00	203.10	1,458.09	12,513.91	89.56 %
10-16-5112-0	Unemployment Insurance	548.00	548.00	7.96	57.50	490.50	89.51 %
10-16-5121-0	Health Insurance	15,000.00	15,000.00	0.00	2,680.50	12,319.50	82.13 %
10-16-5129-0	Other Benefits Costs	1,000.00	1,000.00	56.39	203.86	796.14	79.61 %
10-16-5131-0	Retirement	10,958.00	10,958.00	122.32	971.62	9,986.38	91.13 %
10-16-5141-0	Workers Compensation Insurance	300.00	300.00	16.89	50.67	249.33	83.11 %
10-16-5191-0	Recruiting & Hiring Costs	0.00	0.00	0.00	390.04	-390.04	0.00 %
Category: 51 - Personnel Total:		224,417.00	224,417.00	3,083.64	25,065.73	199,351.27	88.83 %
Category: 52 - Contracted Services							
10-16-5211-0	Legal - General Services	2,000.00	2,000.00	0.00	23.17	1,976.83	98.84 %
10-16-5216-1	Legal - Reimbursable Charges	1,000.00	1,000.00	1,817.00	1,817.00	-817.00	-81.70 %
10-16-5221-0	IT - General Services	1,500.00	1,500.00	0.00	500.01	999.99	66.67 %
10-16-5224-0	IT - Annual Maintenance, Support, Ho...	0.00	0.00	14.99	29.98	-29.98	0.00 %
10-16-5233-0	General Engineering	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
10-16-5241-0	Consulting - General	6,000.00	6,000.00	3,825.00	9,248.00	-3,248.00	-54.13 %
10-16-5243-3	Consulting - Special Projects	0.00	0.00	0.00	2,598.75	-2,598.75	0.00 %
10-16-5296-1	Other Reimbursable Services	7,500.00	7,500.00	2,456.89	5,514.95	1,985.05	26.47 %
Category: 52 - Contracted Services Total:		23,000.00	23,000.00	8,113.88	19,731.86	3,268.14	14.21 %
Category: 53 - Supplies & Materials							
10-16-5300-0	Operating Supplies	500.00	500.00	0.00	10.00	490.00	98.00 %
10-16-5310-0	Office Supplies	1,500.00	1,500.00	10.00	252.52	1,247.48	83.17 %
Category: 53 - Supplies & Materials Total:		2,000.00	2,000.00	10.00	262.52	1,737.48	86.87 %
Category: 54 - Utilities							
10-16-5420-0	Electricity	0.00	0.00	773.21	1,205.52	-1,205.52	0.00 %
10-16-5450-0	Telephone	100.00	100.00	0.00	0.00	100.00	100.00 %
Category: 54 - Utilities Total:		100.00	100.00	773.21	1,205.52	-1,105.52	-1,105.52 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 55 - Other Operating Costs							
10-16-5501-0	Postage & Freight	500.00	500.00	0.00	6.47	493.53	98.71 %
10-16-5505-0	Advertising	500.00	500.00	0.00	0.00	500.00	100.00 %
10-16-5506-0	Legal Notices & Recording Fees	500.00	500.00	0.00	42.31	457.69	91.54 %
10-16-5513-0	Subscriptions, Dues and Memberships	1,500.00	1,500.00	0.00	10.00	1,490.00	99.33 %
10-16-5544-0	Lease Expense - Copiers, Machinery &...	3,000.00	3,000.00	0.00	1,163.34	1,836.66	61.22 %
10-16-5575-0	Meeting Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
10-16-5580-0	Training Costs	2,000.00	2,000.00	39.00	299.00	1,701.00	85.05 %
10-16-5586-0	Travel Costs - Mileage Reimbursement	600.00	600.00	0.00	153.01	446.99	74.50 %
10-16-5589-0	Travel Costs - Other	2,000.00	2,000.00	0.00	662.83	1,337.17	66.86 %
Category: 55 - Other Operating Costs Total:		11,100.00	11,100.00	39.00	2,336.96	8,763.04	78.95 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-16-5941-0	Computer & Software Expenditures	2,500.00	2,500.00	0.00	836.18	1,663.82	66.55 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		2,500.00	2,500.00	0.00	836.18	1,663.82	66.55 %
Department: 16 - Community Development Total:		263,117.00	263,117.00	12,019.73	49,438.77	213,678.23	81.21 %
Department: 21 - Police							
Category: 51 - Personnel							
10-21-5101-0	Police Salaries and Wages	935,932.00	935,932.00	34,999.76	286,431.61	649,500.39	69.40 %
10-21-5104-0	Overtime	67,000.00	67,000.00	3,442.55	19,010.71	47,989.29	71.63 %
10-21-5111-0	FICA Taxes	14,543.00	14,543.00	655.53	5,190.94	9,352.06	64.31 %
10-21-5112-0	Unemployment Insurance	3,009.00	3,009.00	112.43	891.00	2,118.00	70.39 %
10-21-5114-0	Death & Disability	13,000.00	13,000.00	767.88	5,927.70	7,072.30	54.40 %
10-21-5121-0	Health Insurance	175,000.00	175,000.00	0.00	50,193.70	124,806.30	71.32 %
10-21-5129-0	Other Benefits Costs	0.00	0.00	592.04	2,324.33	-2,324.33	0.00 %
10-21-5131-0	Retirement	3,500.00	3,500.00	124.88	983.72	2,516.28	71.89 %
10-21-5133-0	Pension - FPPA SWDB Contributions	50,000.00	50,000.00	2,465.30	19,097.48	30,902.52	61.81 %
10-21-5135-3	Pension - Old Hire FPPA Contributions	66,500.00	66,500.00	0.00	0.00	66,500.00	100.00 %
10-21-5141-0	Workers Compensation Insurance	33,000.00	33,000.00	2,266.19	6,798.57	26,201.43	79.40 %
10-21-5181-0	Wellness Program	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
10-21-5191-0	Recruiting & Hiring Costs	1,000.00	1,000.00	0.00	175.00	825.00	82.50 %
Category: 51 - Personnel Total:		1,365,484.00	1,365,484.00	45,426.56	397,024.76	968,459.24	70.92 %
Category: 52 - Contracted Services							
10-21-5201-0	Professional Services	2,000.00	2,000.00	0.00	57.75	1,942.25	97.11 %
10-21-5221-0	IT - General Services	10,000.00	10,000.00	0.00	2,499.99	7,500.01	75.00 %
10-21-5224-0	IT - Annual Maintenance, Support, Ho...	8,200.00	8,200.00	0.00	129.99	8,070.01	98.41 %
10-21-5251-0	Outside Lab & Analytic Services	15,000.00	15,000.00	0.00	6,798.60	8,201.40	54.68 %
10-21-5298-0	Other Contracted Services	64,000.00	64,000.00	0.00	12,298.96	51,701.04	80.78 %
Category: 52 - Contracted Services Total:		99,200.00	99,200.00	0.00	21,785.29	77,414.71	78.04 %
Category: 53 - Supplies & Materials							
10-21-5300-0	Operating Supplies	5,500.00	5,500.00	0.00	3,958.13	1,541.87	28.03 %
10-21-5310-0	Office Supplies	3,800.00	3,800.00	0.00	725.39	3,074.61	80.91 %
10-21-5329-0	Clothing and Uniforms	11,300.00	11,300.00	1,188.63	4,324.13	6,975.87	61.73 %
10-21-5340-0	Firearms and Related Supplies	8,000.00	8,000.00	126.48	4,537.21	3,462.79	43.28 %
10-21-5350-0	Gasoline & Diesel Fuel	16,000.00	16,000.00	97.22	3,649.16	12,350.84	77.19 %
10-21-5355-0	Motor Vehicle Parts	6,000.00	6,000.00	17.94	2,731.15	3,268.85	54.48 %
10-21-5370-0	Non-capital Tools & Equipment	3,900.00	3,900.00	0.00	5,244.90	-1,344.90	-34.48 %
10-21-5390-0	Other Supplies	200.00	200.00	0.00	25.00	175.00	87.50 %
Category: 53 - Supplies & Materials Total:		54,700.00	54,700.00	1,430.27	25,195.07	29,504.93	53.94 %
Category: 54 - Utilities							
10-21-5410-0	Gas	6,000.00	6,000.00	0.00	990.03	5,009.97	83.50 %
10-21-5420-0	Electricity	9,000.00	9,000.00	0.00	4,027.70	4,972.30	55.25 %
10-21-5430-0	Water	1,800.00	1,800.00	0.00	112.79	1,687.21	93.73 %
10-21-5440-0	Sewer	1,500.00	1,500.00	0.00	112.77	1,387.23	92.48 %
10-21-5450-0	Telephone	12,000.00	12,000.00	0.00	4,433.36	7,566.64	63.06 %
10-21-5460-0	Broadband	2,800.00	2,800.00	0.00	920.00	1,880.00	67.14 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-21-5470-0	Trash Removal	600.00	600.00	0.00	209.40	390.60	65.10 %
Category: 54 - Utilities Total:		33,700.00	33,700.00	0.00	10,806.05	22,893.95	67.93 %
Category: 55 - Other Operating Costs							
10-21-5501-0	Postage & Freight	500.00	500.00	0.00	56.98	443.02	88.60 %
10-21-5503-0	Bank & Credit Card Fees	0.00	0.00	0.00	69.00	-69.00	0.00 %
10-21-5511-0	Licenses, Fees & Permits	100.00	100.00	0.00	0.00	100.00	100.00 %
10-21-5513-0	Subscriptions, Dues and Memberships	9,500.00	9,500.00	0.00	3,491.36	6,008.64	63.25 %
10-21-5520-0	Other Event or Program Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
10-21-5544-0	Lease Expense - Copiers, Machinery &...	3,000.00	3,000.00	0.00	1,216.22	1,783.78	59.46 %
10-21-5552-0	Repairs & Maintenance - Buildings	4,000.00	4,000.00	0.00	1,397.07	2,602.93	65.07 %
10-21-5554-0	Repairs & Maintenance - Copiers & Of..	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
10-21-5556-0	Repairs & Maintenance - Machinery &...	2,500.00	2,500.00	0.00	244.58	2,255.42	90.22 %
10-21-5558-0	Repairs & Maintenance - Vehicles	1,000.00	1,000.00	360.84	1,580.28	-580.28	-58.03 %
10-21-5575-0	Meeting Costs	0.00	0.00	0.00	157.56	-157.56	0.00 %
10-21-5580-0	Training Costs	13,000.00	13,000.00	218.00	1,945.99	11,054.01	85.03 %
10-21-5589-0	Travel Costs - Other	6,500.00	6,500.00	-72.14	-72.14	6,572.14	101.11 %
10-21-5596-3	Special Incident Response Costs	0.00	0.00	0.00	250.00	-250.00	0.00 %
10-21-5599-0	Miscellaneous	0.00	0.00	0.00	-0.99	0.99	0.00 %
Category: 55 - Other Operating Costs Total:		42,300.00	42,300.00	506.70	10,335.91	31,964.09	75.57 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-21-5931-0	Machinery & Equipment Expenditures	3,000.00	3,000.00	0.00	500.00	2,500.00	83.33 %
10-21-5941-0	Computer & Software Expenditures	2,800.00	2,800.00	0.00	1,458.47	1,341.53	47.91 %
10-21-5991-3	Other Budgetary Capital Items	0.00	57,225.00	0.00	0.00	57,225.00	100.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		5,800.00	63,025.00	0.00	1,958.47	61,066.53	96.89 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
10-21-6021-3	Building Acquisition	91,700.00	91,700.00	0.00	0.00	91,700.00	100.00 %
10-21-6022-0	Police Station - Routine Improvements	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
10-21-6031-0	Patrol Vehicle Routine Replacements	83,800.00	83,800.00	0.00	3,192.29	80,607.71	96.19 %
10-21-6032-3	Other Police Vehicles	11,700.00	11,700.00	0.00	0.00	11,700.00	100.00 %
10-21-6035-3	Machinery & Equipment	7,500.00	7,500.00	0.00	7,307.50	192.50	2.57 %
10-21-6041-3	IT - Capitalized Hardware & Software	5,500.00	5,500.00	0.00	6,552.00	-1,052.00	-19.13 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		206,200.00	206,200.00	0.00	17,051.79	189,148.21	91.73 %
Department: 21 - Police Total:		1,807,384.00	1,864,609.00	47,363.53	484,157.34	1,380,451.66	74.03 %
Department: 22 - Fire							
Category: 51 - Personnel							
10-22-5101-0	Fire Dept Salaries and Wages	742,529.00	742,529.00	25,571.82	199,155.23	543,373.77	73.18 %
10-22-5104-0	Overtime	50,000.00	50,000.00	1,842.13	21,806.71	28,193.29	56.39 %
10-22-5111-0	FICA Taxes	11,492.00	11,492.00	495.11	3,798.16	7,693.84	66.95 %
10-22-5112-0	Unemployment Insurance	2,378.00	2,378.00	78.52	637.02	1,740.98	73.21 %
10-22-5114-0	Death & Disability	9,000.00	9,000.00	411.84	3,467.14	5,532.86	61.48 %
10-22-5121-0	Health Insurance	120,000.00	120,000.00	0.00	29,096.30	90,903.70	75.75 %
10-22-5129-0	Other Benefits Costs	0.00	0.00	413.53	1,654.10	-1,654.10	0.00 %
10-22-5133-0	Pension - FPPA SWDB Contributions	48,000.00	48,000.00	1,995.72	16,226.26	31,773.74	66.20 %
10-22-5135-3	Pension - Old Hire FPPA Contributions	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
10-22-5141-0	Workers Compensation Insurance	36,000.00	36,000.00	2,514.11	7,542.37	28,457.63	79.05 %
10-22-5191-0	Recruiting & Hiring Costs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Category: 51 - Personnel Total:		1,030,399.00	1,030,399.00	33,322.78	283,383.29	747,015.71	72.50 %
Category: 52 - Contracted Services							
10-22-5201-0	Professional Services	4,800.00	4,800.00	400.00	1,600.00	3,200.00	66.67 %
10-22-5221-0	IT - General Services	4,100.00	4,100.00	0.00	1,025.01	3,074.99	75.00 %
10-22-5224-0	IT - Annual Maintenance, Support, Ho...	5,400.00	5,400.00	675.00	675.00	4,725.00	87.50 %
10-22-5251-0	Outside Lab & Analytic Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
10-22-5298-0	Other Contracted Services	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %
Category: 52 - Contracted Services Total:		19,500.00	19,500.00	1,075.00	3,300.01	16,199.99	83.08 %
Category: 53 - Supplies & Materials							
10-22-5300-0	Operating Supplies	5,900.00	5,900.00	69.09	713.69	5,186.31	87.90 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-22-5310-0	Office Supplies	1,900.00	1,900.00	496.66	865.46	1,034.54	54.45 %
10-22-5329-0	Clothing and Uniforms	6,600.00	6,600.00	0.00	347.75	6,252.25	94.73 %
10-22-5350-0	Gasoline & Diesel Fuel	10,800.00	10,800.00	0.00	1,204.55	9,595.45	88.85 %
10-22-5355-0	Motor Vehicle Parts	6,000.00	6,000.00	3.69	209.79	5,790.21	96.50 %
10-22-5370-0	Non-capital Tools & Equipment	1,000.00	1,000.00	31.02	39.01	960.99	96.10 %
10-22-5390-0	Other Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
Category: 53 - Supplies & Materials Total:		32,700.00	32,700.00	600.46	3,380.25	29,319.75	89.66 %
Category: 54 - Utilities							
10-22-5450-0	Telephone	3,000.00	3,000.00	0.00	690.75	2,309.25	76.98 %
10-22-5460-0	Broadband	1,500.00	1,500.00	0.00	503.04	996.96	66.46 %
10-22-5470-0	Trash Removal	800.00	800.00	0.00	164.85	635.15	79.39 %
Category: 54 - Utilities Total:		5,300.00	5,300.00	0.00	1,358.64	3,941.36	74.37 %
Category: 55 - Other Operating Costs							
10-22-5501-0	Postage & Freight	500.00	500.00	0.00	12.14	487.86	97.57 %
10-22-5511-0	Licenses, Fees & Permits	200.00	200.00	0.00	150.00	50.00	25.00 %
10-22-5513-0	Subscriptions, Dues and Memberships	2,950.00	2,950.00	0.00	533.54	2,416.46	81.91 %
10-22-5520-0	Other Event or Program Costs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-22-5522-0	Fireworks	14,000.00	14,000.00	14,300.00	14,300.00	-300.00	-2.14 %
10-22-5544-0	Lease Expense - Copiers, Machinery &...	1,400.00	1,400.00	48.02	352.56	1,047.44	74.82 %
10-22-5552-0	Repairs & Maintenance - Buildings	2,000.00	2,000.00	0.00	524.22	1,475.78	73.79 %
10-22-5554-0	Repairs & Maintenance - Copiers & Of..	500.00	500.00	0.00	369.49	130.51	26.10 %
10-22-5556-0	Repairs & Maintenance - Machinery &..	8,100.00	8,100.00	0.00	77.84	8,022.16	99.04 %
10-22-5558-0	Repairs & Maintenance - Vehicles	5,100.00	5,100.00	83.50	411.10	4,688.90	91.94 %
10-22-5580-0	Training Costs	6,000.00	6,000.00	131.70	3,704.70	2,295.30	38.26 %
10-22-5589-0	Travel Costs - Other	2,906.00	2,906.00	93.76	1,773.76	1,132.24	38.96 %
10-22-5599-0	Miscellaneous	0.00	0.00	-40.00	-40.00	40.00	0.00 %
Category: 55 - Other Operating Costs Total:		44,656.00	44,656.00	14,616.98	22,169.35	22,486.65	50.36 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-22-5928-0	Furniture & Fixtures	8,200.00	8,200.00	0.00	0.00	8,200.00	100.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		8,200.00	8,200.00	0.00	0.00	8,200.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
10-22-6021-3	Building Acquisition	91,700.00	91,700.00	0.00	0.00	91,700.00	100.00 %
10-22-6032-3	Kissell Restoration	67,500.00	67,500.00	2,265.50	4,665.50	62,834.50	93.09 %
10-22-6035-3	Machinery & Equipment	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
10-22-6050-3	Remote Control Monitor	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
10-22-6051-3	Wireless Intercoms	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
10-22-6052-3	Thermo Camera	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
10-22-6053-3	Cardiac Monitor	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
10-22-6054-3	Turnout Gear Replacement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
10-22-6055-3	Extrication Tool Replacement	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
10-22-6056-3	Communication Equipment Replace...	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		301,200.00	301,200.00	2,265.50	4,665.50	296,534.50	98.45 %
Department: 22 - Fire Total:		1,441,955.00	1,441,955.00	51,880.72	318,257.04	1,123,697.96	77.93 %
Department: 30 - Streets Infrastructure							
Category: 51 - Personnel							
10-30-5101-0	Salaries and Wages	264,146.00	264,146.00	7,573.77	80,927.50	183,218.50	69.36 %
10-30-5104-0	Overtime	5,000.00	5,000.00	103.74	4,771.17	228.83	4.58 %
10-30-5105-0	On Call	1,000.00	1,000.00	80.00	380.00	620.00	62.00 %
10-30-5111-0	FICA Taxes	20,126.00	20,126.00	492.83	5,715.22	14,410.78	71.60 %
10-30-5112-0	Unemployment Insurance	810.00	810.00	19.70	232.55	577.45	71.29 %
10-30-5115-0	Short and Long Term Disability	0.00	0.00	72.60	360.86	-360.86	0.00 %
10-30-5121-0	Health Insurance	60,000.00	60,000.00	0.00	14,564.68	45,435.32	75.73 %
10-30-5129-0	Other Benefits Costs	0.00	0.00	296.73	1,252.56	-1,252.56	0.00 %
10-30-5131-0	Retirement	16,209.00	16,209.00	439.16	4,554.24	11,654.76	71.90 %
10-30-5141-0	Workers Compensation Insurance	14,250.00	14,250.00	962.46	2,887.38	11,362.62	79.74 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-30-5191-0	Recruiting & Hiring Costs	300.00	300.00	0.00	0.00	300.00	100.00 %
Category: 51 - Personnel Total:		381,841.00	381,841.00	10,040.99	115,646.16	266,194.84	69.71 %
Category: 52 - Contracted Services							
10-30-5233-0	General Engineering	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
10-30-5298-0	Other Contracted Services	1,000.00	1,000.00	0.00	250.00	750.00	75.00 %
Category: 52 - Contracted Services Total:		201,000.00	201,000.00	0.00	250.00	200,750.00	99.88 %
Category: 53 - Supplies & Materials							
10-30-5300-0	Operating Supplies	2,000.00	2,000.00	0.00	1,017.92	982.08	49.10 %
10-30-5310-0	Office Supplies	100.00	100.00	0.00	43.30	56.70	56.70 %
10-30-5329-0	Clothing and Uniforms	5,000.00	5,000.00	0.00	197.92	4,802.08	96.04 %
10-30-5350-0	Gasoline & Diesel Fuel	7,000.00	7,000.00	78.05	2,115.32	4,884.68	69.78 %
10-30-5355-0	Motor Vehicle Parts	1,000.00	1,000.00	38.03	55.98	944.02	94.40 %
10-30-5365-0	Traffic Control Supplies & Equipment	5,000.00	5,000.00	0.00	125.41	4,874.59	97.49 %
10-30-5370-0	Non-capital Tools & Equipment	5,000.00	5,000.00	173.33	846.57	4,153.43	83.07 %
10-30-5382-0	Concrete	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-30-5385-0	Gravel and Sand	1,000.00	1,000.00	0.00	774.12	225.88	22.59 %
10-30-5387-0	Other Construction / Building Materia...	8,000.00	8,000.00	0.00	60.49	7,939.51	99.24 %
10-30-5390-0	Other Supplies	68.00	68.00	0.00	0.00	68.00	100.00 %
Category: 53 - Supplies & Materials Total:		35,168.00	35,168.00	289.41	5,237.03	29,930.97	85.11 %
Category: 54 - Utilities							
10-30-5420-0	Electricity	100,000.00	100,000.00	0.00	17,952.10	82,047.90	82.05 %
10-30-5450-0	Telephone	300.00	300.00	0.00	550.66	-250.66	-83.55 %
Category: 54 - Utilities Total:		100,300.00	100,300.00	0.00	18,502.76	81,797.24	81.55 %
Category: 55 - Other Operating Costs							
10-30-5501-0	Postage & Freight	0.00	0.00	0.00	9.57	-9.57	0.00 %
10-30-5506-0	Legal Notices & Document Recording	300.00	300.00	0.00	0.00	300.00	100.00 %
10-30-5513-0	Subscriptions, Dues and Memberships	250.00	250.00	0.00	100.00	150.00	60.00 %
10-30-5542-0	Lease Expense - Land or Buildings	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
10-30-5544-0	Lease Expense - Copiers, Machinery &...	28,200.00	3,000.00	0.00	3,000.00	0.00	0.00 %
10-30-5550-0	Repairs & Maintenance - Streets	60,000.00	60,000.00	-705.19	9,811.89	50,188.11	83.65 %
10-30-5551-0	Repairs & Maintenance - Undergroun...	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
10-30-5552-0	Repairs & Maintenance - Buildings	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
10-30-5556-0	Repairs & Maintenance - Machinery &...	20,000.00	20,000.00	276.71	7,347.92	12,652.08	63.26 %
10-30-5558-0	Repairs & Maintenance - Vehicles	10,000.00	10,000.00	25.34	515.03	9,484.97	94.85 %
10-30-5559-0	Tree Maintenance & Plantings	36,500.00	36,500.00	0.00	15,300.00	21,200.00	58.08 %
10-30-5575-0	Meeting Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
10-30-5580-0	Training Costs	6,000.00	6,000.00	0.00	565.00	5,435.00	90.58 %
10-30-5586-0	Travel Costs - Mileage Reimbursement	0.00	0.00	0.00	216.00	-216.00	0.00 %
10-30-5589-0	Travel Costs - Other	400.00	400.00	17.95	58.57	341.43	85.36 %
Category: 55 - Other Operating Costs Total:		195,150.00	169,950.00	-385.19	36,923.98	133,026.02	78.27 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-30-5921-0	Building Improvements	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
10-30-5931-0	Machinery & Equipment Expenditures	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
10-30-5943-0	Audio Visual Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
10-30-6012-3	Streets - Slurry Seal	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00 %
10-30-6017-3	Streets - Other	0.00	0.00	0.00	1,500.00	-1,500.00	0.00 %
10-30-6032-3	Other Vehicles & Rolling Stock	30,000.00	30,000.00	30,143.12	30,143.12	-143.12	-0.48 %
10-30-6035-3	Machinery & Equipment	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
10-30-6055-3	Highway 50 Enhancement - Ph. 4 Con...	50,000.00	50,000.00	0.00	1,110.00	48,890.00	97.78 %
10-30-6056-3	Highway 50 Enhancement - Ph. 4 Proj...	58,800.00	58,800.00	0.00	11,855.00	46,945.00	79.84 %
10-30-6068-3	Alley Reconstruction	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		378,800.00	378,800.00	30,143.12	44,608.12	334,191.88	88.22 %
Department: 30 - Streets Infrastructure Total:		1,308,759.00	1,283,559.00	40,088.33	221,168.05	1,062,390.95	82.77 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 31 - Facilities & Vehicle Management							
Category: 51 - Personnel							
10-31-5101-0	Salaries and Wages	86,990.00	86,990.00	4,989.37	37,462.35	49,527.65	56.93 %
10-31-5104-0	Overtime	500.00	500.00	202.09	387.58	112.42	22.48 %
10-31-5105-0	On Call	500.00	500.00	80.00	380.00	120.00	24.00 %
10-31-5109-3	Special Pay - Non-recurring	6,555.00	6,555.00	0.00	0.00	6,555.00	100.00 %
10-31-5111-0	FICA Taxes	0.00	0.00	382.65	2,784.14	-2,784.14	0.00 %
10-31-5112-0	Unemployment Insurance	264.00	264.00	15.14	111.29	152.71	57.84 %
10-31-5115-0	Short and Long Term Disability	0.00	0.00	-45.10	-225.70	225.70	0.00 %
10-31-5121-0	Health Insurance	20,000.00	20,000.00	0.00	4,638.66	15,361.34	76.81 %
10-31-5129-0	Other Benefits Costs	0.00	0.00	55.79	218.76	-218.76	0.00 %
10-31-5131-0	Retirement	5,279.00	5,279.00	277.10	1,747.10	3,531.90	66.90 %
10-31-5141-0	Workers Compensation Insurance	3,200.00	3,200.00	247.95	743.85	2,456.15	76.75 %
Category: 51 - Personnel Total:		123,288.00	123,288.00	6,204.99	48,248.03	75,039.97	60.87 %
Category: 52 - Contracted Services							
10-31-5221-0	IT - General Services	3,000.00	3,000.00	0.00	999.99	2,000.01	66.67 %
10-31-5298-0	Other Contracted Services	300.00	300.00	0.00	0.00	300.00	100.00 %
Category: 52 - Contracted Services Total:		3,300.00	3,300.00	0.00	999.99	2,300.01	69.70 %
Category: 53 - Supplies & Materials							
10-31-5300-0	Operating Supplies	2,500.00	2,500.00	0.00	12.58	2,487.42	99.50 %
10-31-5310-0	Office Supplies	900.00	900.00	0.00	214.22	685.78	76.20 %
10-31-5329-0	Clothing and Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
10-31-5350-0	Gasoline & Diesel Fuel	500.00	500.00	0.00	0.00	500.00	100.00 %
10-31-5355-0	Motor Vehicle Parts	5,000.00	5,000.00	0.00	1,012.92	3,987.08	79.74 %
10-31-5356-0	Tires	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
10-31-5370-0	Non-capital Tools & Equipment	2,000.00	2,000.00	10.51	254.65	1,745.35	87.27 %
Category: 53 - Supplies & Materials Total:		21,400.00	21,400.00	10.51	1,494.37	19,905.63	93.02 %
Category: 54 - Utilities							
10-31-5410-0	Gas	3,000.00	3,000.00	0.00	1,167.70	1,832.30	61.08 %
10-31-5430-0	Water	700.00	700.00	0.00	205.62	494.38	70.63 %
10-31-5450-0	Telephone	4,000.00	4,000.00	0.00	200.95	3,799.05	94.98 %
10-31-5460-0	Broadband	1,100.00	1,100.00	0.00	480.00	620.00	56.36 %
10-31-5470-0	Trash Removal	800.00	800.00	0.00	164.85	635.15	79.39 %
Category: 54 - Utilities Total:		9,600.00	9,600.00	0.00	2,219.12	7,380.88	76.88 %
Category: 55 - Other Operating Costs							
10-31-5501-0	Postage & Freight	100.00	100.00	0.00	0.00	100.00	100.00 %
10-31-5513-0	Subscriptions, Dues and Memberships	800.00	800.00	0.00	179.88	620.12	77.52 %
10-31-5528-0	Personel Activities & Events	500.00	500.00	0.00	108.42	391.58	78.32 %
10-31-5544-0	Lease Expense - Copiers, Machinery &...	1,550.00	1,550.00	0.00	449.96	1,100.04	70.97 %
10-31-5552-0	Repairs & Maintenance - Buildings	5,000.00	23,200.00	155.26	1,181.43	22,018.57	94.91 %
10-31-5554-0	Repairs & Maintenance - Copiers & Of..	600.00	600.00	0.00	0.00	600.00	100.00 %
10-31-5556-0	Repairs & Maintenance - Machinery &..	2,000.00	2,000.00	0.00	40.37	1,959.63	97.98 %
10-31-5558-0	Repairs & Maintenance - Vehicles	2,000.00	2,000.00	0.00	20.00	1,980.00	99.00 %
10-31-5580-0	Training Costs	250.00	250.00	0.00	0.00	250.00	100.00 %
10-31-5589-0	Travel Costs - Other	100.00	100.00	0.00	0.00	100.00	100.00 %
Category: 55 - Other Operating Costs Total:		12,900.00	31,100.00	155.26	1,980.06	29,119.94	93.63 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-31-5921-0	Building Improvements	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
10-31-5928-0	Furniture & Fixtures	3,000.00	3,000.00	0.00	1,062.62	1,937.38	64.58 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		5,000.00	5,000.00	0.00	1,062.62	3,937.38	78.75 %
Department: 31 - Facilities & Vehicle Management Total:		175,488.00	193,688.00	6,370.76	56,004.19	137,683.81	71.09 %
Department: 51 - Pool & Recreation							
Category: 50 - Direct Cost of Revenue							
10-51-5091-0	Items for Resale	15,000.00	15,000.00	0.00	2,514.96	12,485.04	83.23 %
Category: 50 - Direct Cost of Revenue Total:		15,000.00	15,000.00	0.00	2,514.96	12,485.04	83.23 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 51 - Personnel							
10-51-5101-0	Salaries and Wages	475,250.00	475,250.00	16,983.01	130,039.14	345,210.86	72.64 %
10-51-5104-0	Overtime	1,500.00	1,500.00	392.51	1,588.53	-88.53	-5.90 %
10-51-5111-0	FICA Taxes	36,471.00	36,471.00	1,312.14	9,943.32	26,527.68	72.74 %
10-51-5112-0	Unemployment Insurance	1,430.00	1,430.00	51.46	389.91	1,040.09	72.73 %
10-51-5121-0	Health Insurance	30,000.00	30,000.00	0.00	8,916.60	21,083.40	70.28 %
10-51-5129-0	Other Benefits Costs	0.00	0.00	115.19	460.75	-460.75	0.00 %
10-51-5131-0	Retirement	6,000.00	6,000.00	286.16	2,268.94	3,731.06	62.18 %
10-51-5141-0	Workers Compensation Insurance	14,500.00	14,500.00	1,021.12	3,063.36	11,436.64	78.87 %
10-51-5191-0	Recruiting & Hiring Costs	400.00	400.00	0.00	113.05	286.95	71.74 %
Category: 51 - Personnel Total:		565,551.00	565,551.00	20,161.59	156,783.60	408,767.40	72.28 %
Category: 52 - Contracted Services							
10-51-5201-0	Professional Services	11,000.00	11,000.00	150.00	875.00	10,125.00	92.05 %
10-51-5221-0	IT - General Services	3,200.00	3,200.00	0.00	800.01	2,399.99	75.00 %
10-51-5224-0	IT - Annual Maintenance, Support, Ho...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
10-51-5243-3	Consulting - Special Projects	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
10-51-5298-0	Other Contracted Services	5,000.00	5,000.00	0.00	898.70	4,101.30	82.03 %
Category: 52 - Contracted Services Total:		24,200.00	24,200.00	150.00	2,573.71	21,626.29	89.36 %
Category: 53 - Supplies & Materials							
10-51-5300-0	Operating Supplies	8,000.00	8,000.00	0.00	1,142.42	6,857.58	85.72 %
10-51-5310-0	Office Supplies	2,000.00	2,000.00	0.00	229.15	1,770.85	88.54 %
10-51-5320-0	Chemicals	12,000.00	12,000.00	0.00	315.04	11,684.96	97.37 %
10-51-5329-0	Clothing and Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
10-51-5331-0	Recreation Program Supplies	7,500.00	7,500.00	0.00	94.11	7,405.89	98.75 %
10-51-5350-0	Gasoline & Diesel Fuel	500.00	500.00	0.00	0.00	500.00	100.00 %
10-51-5355-0	Motor Vehicle Parts	100.00	100.00	0.00	0.00	100.00	100.00 %
10-51-5370-0	Non-capital Tools & Equipment	5,000.00	5,000.00	94.95	776.23	4,223.77	84.48 %
10-51-5390-0	Other Supplies	300.00	300.00	0.00	0.00	300.00	100.00 %
Category: 53 - Supplies & Materials Total:		35,900.00	35,900.00	94.95	2,556.95	33,343.05	92.88 %
Category: 54 - Utilities							
10-51-5410-0	Gas	15,000.00	15,000.00	0.00	4,701.99	10,298.01	68.65 %
10-51-5420-0	Electricity	29,000.00	29,000.00	0.00	6,448.01	22,551.99	77.77 %
10-51-5430-0	Water	12,000.00	12,000.00	0.00	5,289.60	6,710.40	55.92 %
10-51-5440-0	Sewer	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
10-51-5450-0	Telephone	5,400.00	5,400.00	0.00	1,521.20	3,878.80	71.83 %
10-51-5460-0	Broadband	1,440.00	1,440.00	0.00	480.00	960.00	66.67 %
10-51-5470-0	Trash Removal	1,000.00	1,000.00	0.00	109.90	890.10	89.01 %
Category: 54 - Utilities Total:		71,840.00	71,840.00	0.00	18,550.70	53,289.30	74.18 %
Category: 55 - Other Operating Costs							
10-51-5501-0	Postage & Freight	100.00	100.00	0.00	23.83	76.17	76.17 %
10-51-5503-0	Bank & Credit Card Fees	5,000.00	5,000.00	0.00	1,181.84	3,818.16	76.36 %
10-51-5505-0	Advertising	12,000.00	12,000.00	0.00	3,786.93	8,213.07	68.44 %
10-51-5511-0	Licenses, Fees & Permits	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
10-51-5513-0	Subscriptions, Dues and Memberships	300.00	300.00	0.00	136.00	164.00	54.67 %
10-51-5520-0	Other Event or Program Costs	7,000.00	7,000.00	388.00	3,147.50	3,852.50	55.04 %
10-51-5544-0	Lease Expense - Copiers, Machinery &...	1,000.00	1,000.00	0.00	152.68	847.32	84.73 %
10-51-5552-0	Repairs & Maintenance - Buildings	12,000.00	12,000.00	0.00	1,286.61	10,713.39	89.28 %
10-51-5556-0	Repairs & Maintenance - Machinery &...	10,000.00	10,000.00	0.00	264.91	9,735.09	97.35 %
10-51-5558-0	Repairs & Maintenance - Vehicles	500.00	500.00	0.00	0.00	500.00	100.00 %
10-51-5580-0	Training Costs	1,000.00	1,000.00	0.00	780.79	219.21	21.92 %
10-51-5586-0	Travel Costs - Mileage Reimbursement	300.00	300.00	0.00	0.00	300.00	100.00 %
10-51-5589-0	Travel Costs - Other	2,500.00	2,500.00	0.00	998.70	1,501.30	60.05 %
Category: 55 - Other Operating Costs Total:		52,900.00	52,900.00	388.00	11,759.79	41,140.21	77.77 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-51-5921-0	Pool Facility - Minor Improvements	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
10-51-5931-0	Machinery & Equipment Expenditures	9,500.00	9,500.00	0.00	-1.87	9,501.87	100.02 %
10-51-5941-0	Computer & Software Expenditures	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-51-5991-0	Other Budgetary Capital Items	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		23,500.00	23,500.00	0.00	-1.87	23,501.87	100.01 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
10-51-6002-0	Land Improvements	48,500.00	48,500.00	0.00	0.00	48,500.00	100.00 %
10-51-6019-3	Lines - Upgrades & Replacements	215,000.00	215,000.00	0.00	900.00	214,100.00	99.58 %
10-51-6022-0	Pool Facility - Routine Improvements	12,400.00	12,400.00	0.00	0.00	12,400.00	100.00 %
10-51-6023-3	Pool Facility - Major Improvements	300,000.00	300,000.00	0.00	60.65	299,939.35	99.98 %
10-51-6035-3	Machinery & Equipment	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
10-51-6077-0	Centennial Park Improvements	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		651,900.00	651,900.00	0.00	960.65	650,939.35	99.85 %
Department: 51 - Pool & Recreation Total:		1,440,791.00	1,440,791.00	20,794.54	195,698.49	1,245,092.51	86.42 %
Department: 54 - Parks, Open Space & Trails							
Category: 51 - Personnel							
10-54-5101-0	Salaries and Wages	180,678.00	180,678.00	8,405.40	46,134.85	134,543.15	74.47 %
10-54-5104-0	Overtime	2,000.00	2,000.00	7.07	129.91	1,870.09	93.50 %
10-54-5105-0	On Call	1,000.00	1,000.00	80.00	380.00	620.00	62.00 %
10-54-5111-0	FICA Taxes	14,051.00	14,051.00	631.74	3,475.48	10,575.52	75.27 %
10-54-5112-0	Unemployment Insurance	551.00	551.00	25.36	137.65	413.35	75.02 %
10-54-5115-0	Short and Long Term Disability	0.00	0.00	-27.50	-135.16	135.16	0.00 %
10-54-5121-0	Health Insurance	28,000.00	28,000.00	0.00	7,367.56	20,632.44	73.69 %
10-54-5129-0	Other Benefits Costs	0.00	0.00	30.51	114.67	-114.67	0.00 %
10-54-5131-0	Retirement	11,021.00	11,021.00	493.46	2,729.56	8,291.44	75.23 %
10-54-5141-0	Workers Compensation Insurance	2,800.00	2,800.00	187.52	562.56	2,237.44	79.91 %
10-54-5191-0	Recruiting & Hiring Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
Category: 51 - Personnel Total:		240,601.00	240,601.00	9,833.56	60,897.08	179,703.92	74.69 %
Category: 52 - Contracted Services							
10-54-5201-0	Professional Services	300.00	300.00	0.00	0.00	300.00	100.00 %
10-54-5298-0	Other Contracted Services	13,000.00	13,000.00	0.00	636.00	12,364.00	95.11 %
Category: 52 - Contracted Services Total:		13,300.00	13,300.00	0.00	636.00	12,664.00	95.22 %
Category: 53 - Supplies & Materials							
10-54-5300-0	Operating Supplies	7,000.00	7,000.00	0.00	3,205.80	3,794.20	54.20 %
10-54-5329-0	Clothing and Uniforms	1,000.00	1,000.00	0.00	382.45	617.55	61.76 %
10-54-5350-0	Gasoline & Diesel Fuel	5,000.00	5,000.00	0.00	484.59	4,515.41	90.31 %
10-54-5355-0	Motor Vehicle Parts	5,000.00	5,000.00	359.03	1,033.73	3,966.27	79.33 %
10-54-5370-0	Non-capital Tools & Equipment	2,700.00	2,700.00	0.00	613.99	2,086.01	77.26 %
10-54-5381-0	Fertilizer	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
10-54-5384-0	Wood Products	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
10-54-5390-0	Other Supplies	4,000.00	4,000.00	0.00	295.29	3,704.71	92.62 %
Category: 53 - Supplies & Materials Total:		47,700.00	47,700.00	359.03	6,015.85	41,684.15	87.39 %
Category: 54 - Utilities							
10-54-5410-0	Gas	1,000.00	1,000.00	0.00	225.30	774.70	77.47 %
10-54-5420-0	Electricity	15,000.00	15,000.00	0.00	3,647.40	11,352.60	75.68 %
10-54-5430-0	Water	46,000.00	46,000.00	0.00	4,490.99	41,509.01	90.24 %
10-54-5440-0	Sewer	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
10-54-5450-0	Telephone	1,000.00	1,000.00	0.00	112.80	887.20	88.72 %
10-54-5460-0	Broadband	500.00	500.00	0.00	179.80	320.20	64.04 %
10-54-5470-0	Trash Removal	6,000.00	6,000.00	0.00	1,835.40	4,164.60	69.41 %
Category: 54 - Utilities Total:		72,500.00	72,500.00	0.00	10,491.69	62,008.31	85.53 %
Category: 55 - Other Operating Costs							
10-54-5501-0	Postage & Freight	50.00	50.00	0.00	0.00	50.00	100.00 %
10-54-5506-0	Legal Notices & Recording Fees	100.00	100.00	0.00	0.00	100.00	100.00 %
10-54-5542-0	Lease Expense - Land or Buildings	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
10-54-5550-0	Repairs & Maintenance - Streets	15,000.00	15,000.00	0.00	5,137.92	9,862.08	65.75 %
10-54-5552-0	Repairs & Maintenance - Buildings	10,000.00	10,000.00	0.00	903.76	9,096.24	90.96 %
10-54-5553-0	Repairs & Maintenance - Grounds	20,000.00	20,000.00	0.00	8,577.79	11,422.21	57.11 %
10-54-5556-0	Repairs & Maintenance - Machinery &..	2,000.00	2,000.00	0.00	227.74	1,772.26	88.61 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-54-5557-3	Repairs & Maintenance - Vandalism	0.00	0.00	0.00	790.00	-790.00	0.00 %
10-54-5558-0	Repairs & Maintenance - Vehicles	1,500.00	1,500.00	0.00	261.85	1,238.15	82.54 %
10-54-5559-0	Tree Maintenance & Plantings	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
10-54-5599-0	Miscellaneous	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Category: 55 - Other Operating Costs Total:		75,150.00	75,150.00	0.00	15,899.06	59,250.94	78.84 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-54-5901-0	Land Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
10-54-5931-0	Machinery & Equipment Expenditures	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
10-54-5941-0	Computer & Software Expenditures	1,000.00	1,000.00	0.00	947.14	52.86	5.29 %
10-54-5943-0	Audio Visual Equipment	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
10-54-5991-3	Other Budgetary Capital Items	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		32,500.00	32,500.00	0.00	947.14	31,552.86	97.09 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
10-54-6008-3	Trails - Upgrades / Major Improveme...	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
10-54-6031-0	Vehicle Replacements	25,000.00	25,000.00	0.00	24,337.56	662.44	2.65 %
10-54-6071-3	Riverside Park Improvements	0.00	12,500.00	3,750.00	3,750.00	8,750.00	70.00 %
10-54-6072-3	Alpine Park Projects	15,000.00	15,000.00	0.00	3,750.00	11,250.00	75.00 %
10-54-6074-3	Marvin Park Improvements	48,500.00	48,500.00	10.65	66.51	48,433.49	99.86 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		96,000.00	108,500.00	3,760.65	31,904.07	76,595.93	70.60 %
Department: 54 - Parks, Open Space & Trails Total:		577,751.00	590,251.00	13,953.24	126,790.89	463,460.11	78.52 %
Department: 56 - Other							
Category: 52 - Contracted Services							
10-56-5211-0	Legal - General Services	38,000.00	38,000.00	0.00	3,257.50	34,742.50	91.43 %
10-56-5298-0	Other Contracted Services	112,500.00	112,500.00	0.00	9,752.36	102,747.64	91.33 %
Category: 52 - Contracted Services Total:		150,500.00	150,500.00	0.00	13,009.86	137,490.14	91.36 %
Category: 54 - Utilities							
10-56-5410-0	Gas	3,000.00	3,000.00	0.00	1,000.43	1,999.57	66.65 %
10-56-5420-0	Electricity	8,200.00	8,200.00	741.83	4,192.92	4,007.08	48.87 %
10-56-5430-0	Water	1,500.00	1,500.00	0.00	353.27	1,146.73	76.45 %
10-56-5440-0	Sewer	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Category: 54 - Utilities Total:		13,700.00	13,700.00	741.83	5,546.62	8,153.38	59.51 %
Category: 55 - Other Operating Costs							
10-56-5511-0	Licenses, Fees & Permits	7,000.00	7,000.00	0.00	5,886.00	1,114.00	15.91 %
10-56-5520-0	Community Event Costs	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
10-56-5542-0	Lease Expense - Land or Buildings	0.00	0.00	0.00	4,000.00	-4,000.00	0.00 %
10-56-5552-0	Repairs & Maintenance - Buildings	51,000.00	51,000.00	0.00	6,299.70	44,700.30	87.65 %
10-56-5560-0	Airport Operations	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
10-56-5565-1	NRC Operating Costs	24,000.00	24,000.00	0.00	-1,523.67	25,523.67	106.35 %
10-56-5570-0	Community Support Grants	30,000.00	30,000.00	8,050.00	8,050.00	21,950.00	73.17 %
10-56-5572-0	Creative District Grant	10,000.00	10,000.00	0.00	1,946.00	8,054.00	80.54 %
10-56-5599-0	Miscellaneous	7,500.00	7,500.00	0.00	7,500.00	0.00	0.00 %
Category: 55 - Other Operating Costs Total:		183,500.00	183,500.00	8,050.00	32,158.03	151,341.97	82.48 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
10-56-5991-3	Other Budgetary Capital Items	0.00	7,000.00	0.00	0.00	7,000.00	100.00 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		0.00	7,000.00	0.00	0.00	7,000.00	100.00 %
Department: 56 - Other Total:		347,700.00	354,700.00	8,791.83	50,714.51	303,985.49	85.70 %
Expense Total:		8,412,501.00	8,482,226.00	248,428.85	1,855,563.34	6,626,662.66	78.12 %
Fund: 10 - GENERAL FUND Surplus (Deficit):		-2,558,450.00	-2,570,950.00	-200,238.75	-892,832.63	1,678,117.37	65.27 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 20 - WATER FUND							
Revenue							
Department: 00 - General							
Category: 41 - Fees for General Services							
20-00-4100-0	Residential Service Charges	550,000.00	550,000.00	16.30	138,536.61	-411,463.39	74.81 %
20-00-4102-0	Residential Volume Charges	330,000.00	330,000.00	-188.25	22,507.60	-307,492.40	93.18 %
20-00-4104-0	Water Line Maintenance	185,000.00	185,000.00	5.65	47,927.71	-137,072.29	74.09 %
20-00-4110-0	Commercial Service Charges	130,000.00	130,000.00	0.00	32,939.53	-97,060.47	74.66 %
20-00-4112-0	Commercial Volume Charges	300,000.00	300,000.00	-2.96	39,147.58	-260,852.42	86.95 %
20-00-4114-0	Commercial Demand Charges	95,000.00	95,000.00	0.00	24,020.71	-70,979.29	74.72 %
20-00-4126-0	Late Fees	9,000.00	9,000.00	259.00	2,800.00	-6,200.00	68.89 %
20-00-4129-0	Final Read Fees	10,000.00	10,000.00	93.00	1,581.00	-8,419.00	84.19 %
20-00-4130-0	Bulk Water	2,000.00	2,000.00	0.00	914.19	-1,085.81	54.29 %
20-00-4132-0	Potable Water Station Sales	2,500.00	2,500.00	0.00	408.00	-2,092.00	83.68 %
20-00-4151-0	Public Works Charges	5,000.00	5,000.00	0.00	1,750.00	-3,250.00	65.00 %
Category: 41 - Fees for General Services Total:		1,618,500.00	1,618,500.00	182.74	312,532.93	-1,305,967.07	80.69 %
Category: 44 - Intergovernmental Revenue							
20-00-4454-3	State Grants	895,000.00	895,000.00	0.00	0.00	-895,000.00	100.00 %
Category: 44 - Intergovernmental Revenue Total:		895,000.00	895,000.00	0.00	0.00	-895,000.00	100.00 %
Category: 48 - Capital Revenue							
20-00-4810-0	System Development Fees	500,000.00	500,000.00	12,394.72	89,881.40	-410,118.60	82.02 %
20-00-4820-0	System Development Fees - High Zone	10,000.00	10,000.00	968.00	6,776.00	-3,224.00	32.24 %
20-00-4830-0	Sale of Water Meters	10,000.00	10,000.00	512.56	3,630.37	-6,369.63	63.70 %
Category: 48 - Capital Revenue Total:		520,000.00	520,000.00	13,875.28	100,287.77	-419,712.23	80.71 %
Category: 49 - Miscellaneous Revenue							
20-00-4901-0	Interest Revenue	3,000.00	3,000.00	233.57	1,031.04	-1,968.96	65.63 %
20-00-4980-0	Other Misc Revenues	0.00	0.00	0.00	2,503.61	2,503.61	0.00 %
Category: 49 - Miscellaneous Revenue Total:		3,000.00	3,000.00	233.57	3,534.65	534.65	17.82 %
Department: 00 - General Total:		3,036,500.00	3,036,500.00	14,291.59	416,355.35	-2,620,144.65	86.29 %
Revenue Total:		3,036,500.00	3,036,500.00	14,291.59	416,355.35	-2,620,144.65	86.29 %
Expense							
Department: 15 - Administration & Elected Officials							
Category: 51 - Personnel							
20-15-5101-0	Salaries and Wages	60,508.00	60,508.00	2,115.19	13,720.29	46,787.71	77.32 %
20-15-5104-0	Overtime	100.00	100.00	178.68	1,243.58	-1,143.58	-1,143.58 %
20-15-5111-0	FICA Taxes	4,637.00	4,637.00	175.48	1,144.73	3,492.27	75.31 %
20-15-5112-0	Unemployment Insurance	182.00	182.00	6.88	44.88	137.12	75.34 %
20-15-5121-0	Health Insurance	12,000.00	12,000.00	0.00	1,797.72	10,202.28	85.02 %
20-15-5131-0	Retirement	3,636.00	3,636.00	98.76	594.98	3,041.02	83.64 %
Category: 51 - Personnel Total:		81,063.00	81,063.00	2,574.99	18,546.18	62,516.82	77.12 %
Category: 52 - Contracted Services							
20-15-5201-0	Professional Services	0.00	0.00	0.00	8,500.00	-8,500.00	0.00 %
20-15-5211-0	Legal - General Services	5,000.00	5,000.00	4,404.00	12,657.55	-7,657.55	-153.15 %
20-15-5215-3	Lawsuit Costs	0.00	415,000.00	36.50	427,847.79	-12,847.79	-3.10 %
20-15-5217-0	Audit	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
20-15-5221-0	IT - General Services	1,200.00	1,200.00	0.00	200.00	1,000.00	83.33 %
20-15-5224-0	IT - Annual Maintenance, Support, Ho...	3,000.00	3,000.00	72.50	290.00	2,710.00	90.33 %
20-15-5298-0	Other Contracted Services	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Category: 52 - Contracted Services Total:		12,700.00	427,700.00	4,513.00	449,495.34	-21,795.34	-5.10 %
Category: 53 - Supplies & Materials							
20-15-5310-0	Office Supplies	1,000.00	1,000.00	603.21	603.21	396.79	39.68 %
20-15-5370-0	Non-capital Tools & Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
Category: 53 - Supplies & Materials Total:		3,500.00	3,500.00	603.21	603.21	2,896.79	82.77 %
Category: 55 - Other Operating Costs							
20-15-5501-0	Postage & Freight	9,000.00	9,000.00	0.00	1,826.27	7,173.73	79.71 %

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20-15-5503-0	Bank & Credit Card Fees	2,400.00	2,400.00	0.00	284.61	2,115.39	88.14 %
20-15-5506-0	Legal Notices & Document Recording	100.00	100.00	0.00	20.00	80.00	80.00 %
Category: 55 - Other Operating Costs Total:		11,500.00	11,500.00	0.00	2,130.88	9,369.12	81.47 %
Department: 15 - Administration & Elected Officials Total:		108,763.00	523,763.00	7,691.20	470,775.61	52,987.39	10.12 %
Department: 30 - Streets Infrastructure							
Category: 51 - Personnel							
20-30-5101-0	Salaries and Wages	161,989.00	161,989.00	4,687.70	37,617.90	124,371.10	76.78 %
20-30-5104-0	Overtime	3,000.00	3,000.00	118.94	583.52	2,416.48	80.55 %
20-30-5105-0	On Call	1,500.00	1,500.00	80.00	380.00	1,120.00	74.67 %
20-30-5111-0	FICA Taxes	12,736.00	12,736.00	324.35	2,759.69	9,976.31	78.33 %
20-30-5112-0	Unemployment Insurance	499.00	499.00	14.66	115.63	383.37	76.83 %
20-30-5121-0	Health Insurance	30,000.00	30,000.00	0.00	6,697.28	23,302.72	77.68 %
20-30-5131-0	Retirement	9,989.00	9,989.00	261.42	2,102.04	7,886.96	78.96 %
20-30-5141-0	Workers Compensation Insurance	2,000.00	2,000.00	247.06	741.18	1,258.82	62.94 %
Category: 51 - Personnel Total:		221,713.00	221,713.00	5,734.13	50,997.24	170,715.76	77.00 %
Category: 52 - Contracted Services							
20-30-5298-0	Other Contracted Services	20,000.00	20,000.00	6,400.15	17,360.76	2,639.24	13.20 %
Category: 52 - Contracted Services Total:		20,000.00	20,000.00	6,400.15	17,360.76	2,639.24	13.20 %
Category: 53 - Supplies & Materials							
20-30-5300-0	Operating Supplies	2,000.00	2,000.00	142.50	155.49	1,844.51	92.23 %
20-30-5350-0	Gasoline & Diesel Fuel	2,000.00	2,000.00	0.00	447.37	1,552.63	77.63 %
20-30-5370-0	Non-capital Tools & Equipment	3,000.00	3,000.00	16.36	752.00	2,248.00	74.93 %
20-30-5387-0	Other Construction / Building Materia...	5,000.00	5,000.00	0.00	29.15	4,970.85	99.42 %
Category: 53 - Supplies & Materials Total:		12,000.00	12,000.00	158.86	1,384.01	10,615.99	88.47 %
Category: 55 - Other Operating Costs							
20-30-5501-0	Postage & Freight	0.00	0.00	0.00	57.31	-57.31	0.00 %
20-30-5513-0	Subscriptions, Dues and Memberships	100.00	100.00	0.00	0.00	100.00	100.00 %
20-30-5550-0	Repairs & Maintenance - Streets	15,000.00	15,000.00	0.00	2,745.44	12,254.56	81.70 %
20-30-5556-0	Repairs & Maintenance - Machinery &..	3,000.00	3,000.00	0.00	42.06	2,957.94	98.60 %
20-30-5558-0	Repairs & Maintenance - Vehicles	500.00	500.00	0.00	41.71	458.29	91.66 %
20-30-5580-0	Training Costs	1,000.00	1,000.00	0.00	311.15	688.85	68.89 %
20-30-5589-0	Travel Costs - Other	500.00	500.00	35.17	84.03	415.97	83.19 %
Category: 55 - Other Operating Costs Total:		20,100.00	20,100.00	35.17	3,281.70	16,818.30	83.67 %
Category: 56 - Financing Obligations							
20-30-5611-0	Loan / Bond Principle	121,003.00	121,003.00	0.00	0.00	121,003.00	100.00 %
20-30-5621-0	Interest on Loans / Bonds	70,602.00	70,602.00	0.00	0.00	70,602.00	100.00 %
Category: 56 - Financing Obligations Total:		191,605.00	191,605.00	0.00	0.00	191,605.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
20-30-6019-3	Water Line Replacements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
20-30-6032-3	Vehicles & Rolling Stock	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
20-30-6035-3	Machinery & Equipment	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
20-30-6037-3	Water Meter Replacement Program	100,000.00	100,000.00	0.00	6,023.46	93,976.54	93.98 %
20-30-6038-3	Fire Hydrants	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
20-30-6039-3	Water Valve Replacement Program	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		472,500.00	472,500.00	0.00	6,023.46	466,476.54	98.73 %
Department: 30 - Streets Infrastructure Total:		937,918.00	937,918.00	12,328.31	79,047.17	858,870.83	91.57 %
Department: 34 - Water Plant							
Category: 51 - Personnel							
20-34-5101-0	Salaries and Wages	178,177.00	178,177.00	6,580.90	54,239.61	123,937.39	69.56 %
20-34-5104-0	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
20-34-5105-0	On Call	5,200.00	5,200.00	200.00	1,600.00	3,600.00	69.23 %
20-34-5111-0	FICA Taxes	14,105.00	14,105.00	494.57	4,102.22	10,002.78	70.92 %
20-34-5112-0	Unemployment Insurance	553.00	553.00	19.40	161.19	391.81	70.85 %
20-34-5121-0	Health Insurance	38,200.00	38,200.00	0.00	10,534.20	27,665.80	72.42 %
20-34-5129-0	Other Benefits Costs	0.00	0.00	111.91	447.64	-447.64	0.00 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
20-34-5131-0	Retirement	11,063.00	11,063.00	406.86	3,327.42	7,735.58	69.92 %
20-34-5141-0	Workers Compensation Insurance	3,500.00	3,500.00	416.80	1,250.40	2,249.60	64.27 %
20-34-5191-0	Recruiting & Hiring Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
Category: 51 - Personnel Total:		252,298.00	252,298.00	8,230.44	75,662.68	176,635.32	70.01 %
Category: 52 - Contracted Services							
20-34-5201-0	Professional Services	6,000.00	6,000.00	0.00	310.00	5,690.00	94.83 %
20-34-5221-0	IT - General Services	1,200.00	1,200.00	0.00	300.00	900.00	75.00 %
20-34-5233-0	General Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
20-34-5243-3	Consulting - Special Projects	6,300.00	6,300.00	0.00	0.00	6,300.00	100.00 %
20-34-5251-0	Outside Lab & Analytic Services	12,000.00	12,000.00	0.00	2,105.00	9,895.00	82.46 %
Category: 52 - Contracted Services Total:		35,500.00	35,500.00	0.00	2,715.00	32,785.00	92.35 %
Category: 53 - Supplies & Materials							
20-34-5300-0	Operating Supplies	1,800.00	1,800.00	0.00	198.79	1,601.21	88.96 %
20-34-5310-0	Office Supplies	500.00	500.00	0.00	89.60	410.40	82.08 %
20-34-5320-0	Chemicals	30,000.00	30,000.00	0.00	2,869.64	27,130.36	90.43 %
20-34-5329-0	Clothing and Uniforms	800.00	800.00	0.00	0.00	800.00	100.00 %
20-34-5350-0	Gasoline & Diesel Fuel	3,500.00	3,500.00	0.00	407.27	3,092.73	88.36 %
20-34-5355-0	Motor Vehicle Parts	500.00	500.00	0.00	263.62	236.38	47.28 %
20-34-5370-0	Non-capital Tools & Equipment	15,000.00	15,000.00	0.00	400.94	14,599.06	97.33 %
20-34-5390-0	Other Supplies	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
Category: 53 - Supplies & Materials Total:		58,100.00	58,100.00	0.00	4,229.86	53,870.14	92.72 %
Category: 54 - Utilities							
20-34-5410-0	Gas	5,500.00	5,500.00	435.23	1,938.34	3,561.66	64.76 %
20-34-5420-0	Electricity	35,000.00	35,000.00	2,066.29	9,634.13	25,365.87	72.47 %
20-34-5450-0	Telephone	2,000.00	2,000.00	0.00	334.71	1,665.29	83.26 %
20-34-5460-0	Broadband	1,500.00	1,500.00	0.00	480.00	1,020.00	68.00 %
20-34-5470-0	Trash Removal	400.00	400.00	0.00	71.85	328.15	82.04 %
Category: 54 - Utilities Total:		44,400.00	44,400.00	2,501.52	12,459.03	31,940.97	71.94 %
Category: 55 - Other Operating Costs							
20-34-5501-0	Postage & Freight	1,000.00	1,000.00	18.48	188.82	811.18	81.12 %
20-34-5506-0	Legal Notices & Document Recording	600.00	600.00	0.00	0.00	600.00	100.00 %
20-34-5511-0	Licenses, Fees & Permits	900.00	900.00	0.00	0.00	900.00	100.00 %
20-34-5513-0	Subscriptions, Dues and Memberships	1,500.00	1,500.00	0.00	400.00	1,100.00	73.33 %
20-34-5530-0	Property / Casualty Insurance	34,100.00	34,100.00	8,339.76	17,493.52	16,606.48	48.70 %
20-34-5540-0	Water Storage Costs	42,000.00	42,000.00	0.00	959.73	41,040.27	97.71 %
20-34-5544-0	Lease Expense - Copiers, Machinery &...	500.00	500.00	0.00	99.00	401.00	80.20 %
20-34-5552-0	Repairs & Maintenance - Buildings	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
20-34-5556-0	Repairs & Maintenance - Machinery &...	9,000.00	9,000.00	0.00	740.29	8,259.71	91.77 %
20-34-5558-0	Repairs & Maintenance - Vehicles	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
20-34-5580-0	Training Costs	1,000.00	1,000.00	0.00	150.00	850.00	85.00 %
20-34-5589-0	Travel Costs - Other	200.00	200.00	0.00	0.00	200.00	100.00 %
Category: 55 - Other Operating Costs Total:		103,800.00	103,800.00	8,358.24	20,031.36	83,768.64	80.70 %
Category: 56 - Financing Obligations							
20-34-5611-0	Loan / Bond Principle	27,250.00	27,250.00	0.00	0.00	27,250.00	100.00 %
Category: 56 - Financing Obligations Total:		27,250.00	27,250.00	0.00	0.00	27,250.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
20-34-6023-3	Water Treatment Facility Upgrade	2,400,000.00	2,400,000.00	9,441.31	32,718.88	2,367,281.12	98.64 %
20-34-6034-0	Equipment Replacements	25,000.00	25,000.00	0.00	5,170.25	19,829.75	79.32 %
20-34-6035-0	Machinery & Equipment	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
20-34-6084-3	Tenderfoot Tank	33,500.00	33,500.00	0.00	0.00	33,500.00	100.00 %
20-34-6086-3	Building/Grounds Improvements	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		2,538,500.00	2,538,500.00	9,441.31	37,889.13	2,500,610.87	98.51 %
Department: 34 - Water Plant Total:		3,059,848.00	3,059,848.00	28,531.51	152,987.06	2,906,860.94	95.00 %
Expense Total:		4,106,529.00	4,521,529.00	48,551.02	702,809.84	3,818,719.16	84.46 %
Fund: 20 - WATER FUND Surplus (Deficit):		-1,070,029.00	-1,485,029.00	-34,259.43	-286,454.49	1,198,574.51	80.71 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21 - WASTEWATER FUND							
Revenue							
Department: 00 - General							
Category: 41 - Fees for General Services							
21-00-4100-0	Residential Service Charges	615,000.00	615,000.00	36.02	158,230.78	-456,769.22	74.27 %
21-00-4102-0	Residential Volume Charges	60,000.00	60,000.00	-101.25	18,398.34	-41,601.66	69.34 %
21-00-4108-0	Unmetered Wastewater Charges	100,000.00	100,000.00	0.00	20,441.19	-79,558.81	79.56 %
21-00-4110-0	Commercial Service Charges	150,000.00	150,000.00	0.00	37,763.43	-112,236.57	74.82 %
21-00-4112-0	Commercial Volume Charges	265,000.00	265,000.00	-6.88	47,803.98	-217,196.02	81.96 %
21-00-4116-0	Septage Receiving	50,000.00	50,000.00	0.00	9,412.45	-40,587.55	81.18 %
21-00-4117-0	Sewer Dump Station	6,000.00	6,000.00	0.00	410.00	-5,590.00	93.17 %
21-00-4118-0	Lab Analysis Fees	31,000.00	31,000.00	0.00	7,355.00	-23,645.00	76.27 %
21-00-4126-0	Late Fees	10,000.00	10,000.00	-10.50	2,432.50	-7,567.50	75.68 %
21-00-4151-0	Public Works Charges	5,000.00	5,000.00	0.00	2,025.00	-2,975.00	59.50 %
Category: 41 - Fees for General Services Total:		1,292,000.00	1,292,000.00	-82.61	304,272.67	-987,727.33	76.45 %
Category: 48 - Capital Revenue							
21-00-4810-0	System Development Fees	300,000.00	300,000.00	63,345.72	141,969.31	-158,030.69	52.68 %
Category: 48 - Capital Revenue Total:		300,000.00	300,000.00	63,345.72	141,969.31	-158,030.69	52.68 %
Category: 49 - Miscellaneous Revenue							
21-00-4901-0	Interest Revenue	7,500.00	7,500.00	0.00	4,564.80	-2,935.20	39.14 %
21-00-4906-0	Gains/Losses on Investments	2,000.00	2,000.00	0.00	532.80	-1,467.20	73.36 %
21-00-4980-0	Other Misc Revenues	100.00	100.00	0.00	40.00	-60.00	60.00 %
Category: 49 - Miscellaneous Revenue Total:		9,600.00	9,600.00	0.00	5,137.60	-4,462.40	46.48 %
Department: 00 - General Total:		1,601,600.00	1,601,600.00	63,263.11	451,379.58	-1,150,220.42	71.82 %
Revenue Total:		1,601,600.00	1,601,600.00	63,263.11	451,379.58	-1,150,220.42	71.82 %
Expense							
Department: 15 - Administration & Elected Officials							
Category: 51 - Personnel							
21-15-5101-0	Salaries and Wages	60,508.00	60,508.00	2,115.19	13,719.83	46,788.17	77.33 %
21-15-5104-0	Overtime	30.00	30.00	178.34	1,242.56	-1,212.56	-4,041.87 %
21-15-5111-0	FICA Taxes	4,631.00	4,631.00	175.46	1,144.62	3,486.38	75.28 %
21-15-5112-0	Unemployment Insurance	182.00	182.00	6.88	44.87	137.13	75.35 %
21-15-5121-0	Health Insurance	12,900.00	12,900.00	0.00	1,771.35	11,128.65	86.27 %
21-15-5131-0	Retirement	3,632.00	3,632.00	98.74	594.88	3,037.12	83.62 %
Category: 51 - Personnel Total:		81,883.00	81,883.00	2,574.61	18,518.11	63,364.89	77.38 %
Category: 52 - Contracted Services							
21-15-5211-0	Legal - General Services	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
21-15-5217-0	Audit	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
21-15-5221-0	IT - General Services	1,200.00	1,200.00	0.00	400.00	800.00	66.67 %
21-15-5224-0	IT - Annual Maintenance, Support, Ho...	3,000.00	3,000.00	72.50	290.00	2,710.00	90.33 %
Category: 52 - Contracted Services Total:		12,600.00	12,600.00	72.50	690.00	11,910.00	94.52 %
Category: 53 - Supplies & Materials							
21-15-5310-0	Office Supplies	0.00	0.00	603.21	603.21	-603.21	0.00 %
Category: 53 - Supplies & Materials Total:		0.00	0.00	603.21	603.21	-603.21	0.00 %
Category: 55 - Other Operating Costs							
21-15-5501-0	Postage & Freight	9,200.00	9,200.00	0.00	1,883.59	7,316.41	79.53 %
21-15-5503-0	Bank & Credit Card Fees	2,000.00	2,000.00	0.00	257.82	1,742.18	87.11 %
21-15-5506-0	Legal Notices & Document Recording	100.00	100.00	0.00	20.00	80.00	80.00 %
Category: 55 - Other Operating Costs Total:		11,300.00	11,300.00	0.00	2,161.41	9,138.59	80.87 %
Department: 15 - Administration & Elected Officials Total:		105,783.00	105,783.00	3,250.32	21,972.73	83,810.27	79.23 %
Department: 30 - Streets Infrastructure							
Category: 51 - Personnel							
21-30-5101-0	Salaries and Wages	85,189.00	85,189.00	760.64	14,393.73	70,795.27	83.10 %
21-30-5104-0	Overtime	1,500.00	1,500.00	0.00	1,390.95	109.05	7.27 %
21-30-5105-0	On Call	2,000.00	2,000.00	80.00	380.00	1,620.00	81.00 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
21-30-5111-0	FICA Taxes	6,785.00	6,785.00	63.07	1,162.27	5,622.73	82.87 %
21-30-5112-0	Unemployment Insurance	266.00	266.00	2.52	48.39	217.61	81.81 %
21-30-5121-0	Health Insurance	15,000.00	15,000.00	0.00	4,014.98	10,985.02	73.23 %
21-30-5131-0	Retirement	5,321.00	5,321.00	33.98	817.74	4,503.26	84.63 %
21-30-5141-0	Workers Compensation Insurance	1,000.00	1,000.00	126.20	378.60	621.40	62.14 %
Category: 51 - Personnel Total:		117,061.00	117,061.00	1,066.41	22,586.66	94,474.34	80.71 %
Category: 52 - Contracted Services							
21-30-5233-0	General Engineering	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
21-30-5298-0	Other Contracted Services	66,500.00	66,500.00	0.00	92.80	66,407.20	99.86 %
Category: 52 - Contracted Services Total:		71,500.00	71,500.00	0.00	92.80	71,407.20	99.87 %
Category: 53 - Supplies & Materials							
21-30-5300-0	Operating Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
21-30-5350-0	Gasoline & Diesel Fuel	1,000.00	1,000.00	0.00	273.14	726.86	72.69 %
21-30-5355-0	Motor Vehicle Parts	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
21-30-5370-0	Non-capital Tools & Equipment	1,500.00	1,500.00	0.00	29.99	1,470.01	98.00 %
21-30-5387-0	Other Construction / Building Materia...	5,000.00	5,000.00	0.00	1,310.97	3,689.03	73.78 %
Category: 53 - Supplies & Materials Total:		9,500.00	9,500.00	0.00	1,614.10	7,885.90	83.01 %
Category: 54 - Utilities							
21-30-5430-0	Water	0.00	0.00	0.00	432.53	-432.53	0.00 %
Category: 54 - Utilities Total:		0.00	0.00	0.00	432.53	-432.53	0.00 %
Category: 55 - Other Operating Costs							
21-30-5550-0	Repairs & Maintenance - Streets	1,500.00	1,500.00	0.00	2,150.07	-650.07	-43.34 %
21-30-5556-0	Repairs & Maintenance - Machinery &..	2,000.00	2,000.00	0.00	78.12	1,921.88	96.09 %
21-30-5558-0	Repairs & Maintenance - Vehicles	3,000.00	3,000.00	0.00	41.71	2,958.29	98.61 %
21-30-5580-0	Training Costs	2,000.00	2,000.00	115.00	186.15	1,813.85	90.69 %
Category: 55 - Other Operating Costs Total:		8,500.00	8,500.00	115.00	2,456.05	6,043.95	71.11 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
21-30-6019-3	Infrastructure Upgrades & Replacem...	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
21-30-6024-3	Infrastructure Improvements	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
21-30-6032-3	Vehicles & Rolling Stock	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
21-30-6034-0	Equipment Replacements	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
21-30-6038-3	Manhole Replacement or Refurbish	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		162,500.00	162,500.00	0.00	0.00	162,500.00	100.00 %
Department: 30 - Streets Infrastructure Total:		369,061.00	369,061.00	1,181.41	27,182.14	341,878.86	92.63 %
Department: 35 - Wastewater Plant							
Category: 51 - Personnel							
21-35-5101-0	Salaries and Wages	269,640.00	269,640.00	7,369.06	62,599.53	207,040.47	76.78 %
21-35-5104-0	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
21-35-5105-0	On Call	5,400.00	5,400.00	200.00	1,600.00	3,800.00	70.37 %
21-35-5111-0	FICA Taxes	21,117.00	21,117.00	548.41	4,679.91	16,437.09	77.84 %
21-35-5112-0	Unemployment Insurance	828.00	828.00	21.51	183.90	644.10	77.79 %
21-35-5121-0	Health Insurance	44,000.00	44,000.00	0.00	13,357.50	30,642.50	69.64 %
21-35-5129-0	Other Benefits Costs	0.00	0.00	172.77	691.09	-691.09	0.00 %
21-35-5131-0	Retirement	16,562.00	16,562.00	393.27	3,169.84	13,392.16	80.86 %
21-35-5141-0	Workers Compensation Insurance	8,000.00	8,000.00	458.57	1,375.71	6,624.29	82.80 %
21-35-5191-0	Recruiting & Hiring Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
Category: 51 - Personnel Total:		367,047.00	367,047.00	9,163.59	87,657.48	279,389.52	76.12 %
Category: 52 - Contracted Services							
21-35-5221-0	IT - General Services	3,500.00	3,500.00	0.00	1,200.00	2,300.00	65.71 %
21-35-5224-0	IT - Annual Maintenance, Support, Ho...	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
21-35-5233-0	General Engineering	30,000.00	30,000.00	0.00	1,500.00	28,500.00	95.00 %
21-35-5241-0	Consulting - General	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
21-35-5251-0	Outside Lab & Analytic Services	12,300.00	12,300.00	0.00	4,486.00	7,814.00	63.53 %
Category: 52 - Contracted Services Total:		77,300.00	77,300.00	0.00	7,186.00	70,114.00	90.70 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 53 - Supplies & Materials							
21-35-5300-0	Operating Supplies	6,000.00	6,000.00	0.00	669.14	5,330.86	88.85 %
21-35-5310-0	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
21-35-5320-0	Chemicals	50,000.00	50,000.00	0.00	11,778.89	38,221.11	76.44 %
21-35-5329-0	Clothing and Uniforms	1,500.00	1,500.00	0.00	758.35	741.65	49.44 %
21-35-5350-0	Gasoline & Diesel Fuel	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
21-35-5370-0	Non-capital Tools & Equipment	4,500.00	4,500.00	0.00	33.46	4,466.54	99.26 %
Category: 53 - Supplies & Materials Total:		66,000.00	66,000.00	0.00	13,239.84	52,760.16	79.94 %
Category: 54 - Utilities							
21-35-5410-0	Gas	35,000.00	35,000.00	0.00	5,098.93	29,901.07	85.43 %
21-35-5420-0	Electricity	100,000.00	100,000.00	0.00	16,554.11	83,445.89	83.45 %
21-35-5450-0	Telephone	3,000.00	3,000.00	0.00	707.85	2,292.15	76.41 %
21-35-5460-0	Broadband	1,700.00	1,700.00	0.00	480.00	1,220.00	71.76 %
21-35-5470-0	Trash Removal	2,100.00	2,100.00	0.00	494.55	1,605.45	76.45 %
Category: 54 - Utilities Total:		141,800.00	141,800.00	0.00	23,335.44	118,464.56	83.54 %
Category: 55 - Other Operating Costs							
21-35-5501-0	Postage & Freight	2,000.00	2,000.00	0.00	939.29	1,060.71	53.04 %
21-35-5503-0	Bank & Credit Card Fees	0.00	0.00	0.00	4.63	-4.63	0.00 %
21-35-5511-0	Licenses, Fees & Permits	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
21-35-5530-0	Property / Casualty Insurance	68,299.00	68,299.00	14,740.14	30,901.28	37,397.72	54.76 %
21-35-5544-0	Lease Expense - Copiers, Machinery &...	2,000.00	2,000.00	0.00	345.78	1,654.22	82.71 %
21-35-5552-0	Repairs & Maintenance - Buildings	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
21-35-5556-0	Repairs & Maintenance - Machinery &...	40,000.00	40,000.00	2,612.25	15,292.17	24,707.83	61.77 %
21-35-5580-0	Training Costs	0.00	0.00	0.00	207.60	-207.60	0.00 %
Category: 55 - Other Operating Costs Total:		129,299.00	129,299.00	17,352.39	47,690.75	81,608.25	63.12 %
Category: 56 - Financing Obligations							
21-35-5611-0	Loan / Bond Principle	198,161.00	198,161.00	0.00	97,032.47	101,128.53	51.03 %
21-35-5621-0	Interest on Loans / Bonds	282,323.00	282,323.00	0.00	143,212.53	139,110.47	49.27 %
Category: 56 - Financing Obligations Total:		480,484.00	480,484.00	0.00	240,245.00	240,239.00	50.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
21-35-6022-0	Wastewater Treatment Facility-Routi...	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
21-35-6023-0	Wastewater Treatment Facility Upgra...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
21-35-6031-0	Vehicle Replacements	25,000.00	25,000.00	24,015.56	24,015.56	984.44	3.94 %
21-35-6034-0	Equipment Replacements	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
21-35-6035-0	Machinery & Equipment	15,000.00	15,000.00	0.00	7,410.23	7,589.77	50.60 %
21-35-6041-3	IT - Capitalized Hardware & Software	5,000.00	5,000.00	0.00	3,511.50	1,488.50	29.77 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		126,500.00	126,500.00	24,015.56	34,937.29	91,562.71	72.38 %
Department: 35 - Wastewater Plant Total:		1,388,430.00	1,388,430.00	50,531.54	454,291.80	934,138.20	67.28 %
Expense Total:		1,863,274.00	1,863,274.00	54,963.27	503,446.67	1,359,827.33	72.98 %
Fund: 21 - WASTEWATER FUND Surplus (Deficit):		-261,674.00	-261,674.00	8,299.84	-52,067.09	209,606.91	80.10 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 26 - STEAMPLANT EVENT CENTER FUND							
Revenue							
Department: 00 - General							
Category: 45 - Fees for Recreation & Event Services							
26-00-4551-0	Room Rental - Ballroom	75,000.00	75,000.00	1,930.00	11,955.00	-63,045.00	84.06 %
26-00-4552-0	Room Rental - Theater	30,000.00	30,000.00	1,863.10	7,675.10	-22,324.90	74.42 %
26-00-4553-0	Room Rental - Annex	22,000.00	22,000.00	1,980.00	6,142.00	-15,858.00	72.08 %
26-00-4554-0	Room Rental - Plaza	1,000.00	1,000.00	1,270.00	1,270.00	270.00	127.00 %
26-00-4555-0	Room Rental - Lobby	100.00	100.00	0.00	0.00	-100.00	100.00 %
26-00-4561-0	Ticket Sales	10,000.00	10,000.00	0.00	3,240.00	-6,760.00	67.60 %
26-00-4565-0	Event Sponsorship Fees	8,000.00	8,000.00	250.00	250.00	-7,750.00	96.88 %
26-00-4571-0	Caterer Fee	10,000.00	10,000.00	0.00	58.00	-9,942.00	99.42 %
26-00-4573-0	Food Sales	8,000.00	8,000.00	0.00	235.00	-7,765.00	97.06 %
26-00-4576-0	Beverage Sales	70,000.00	70,000.00	7.38	10,222.25	-59,777.75	85.40 %
26-00-4581-0	Other Rentals	11,000.00	11,000.00	0.00	977.00	-10,023.00	91.12 %
26-00-4585-0	Merchandise Sales	750.00	750.00	42.40	346.60	-403.40	53.79 %
26-00-4590-0	Friends of the SteamPlant Donations	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
26-00-4599-0	Misc Services	4,500.00	4,500.00	50.00	896.00	-3,604.00	80.09 %
Category: 45 - Fees for Recreation & Event Services Total:		255,350.00	255,350.00	7,392.88	48,266.95	-207,083.05	81.10 %
Category: 49 - Miscellaneous Revenue							
26-00-4980-0	Other Misc Revenues	0.00	0.00	0.00	50.00	50.00	0.00 %
26-00-4982-3	One-time Special Revenue	0.00	0.00	0.00	2,250.00	2,250.00	0.00 %
Category: 49 - Miscellaneous Revenue Total:		0.00	0.00	0.00	2,300.00	2,300.00	0.00 %
Department: 00 - General Total:		255,350.00	255,350.00	7,392.88	50,566.95	-204,783.05	80.20 %
Revenue Total:		255,350.00	255,350.00	7,392.88	50,566.95	-204,783.05	80.20 %
Expense							
Department: 00 - General							
Category: 50 - Direct Cost of Revenue							
26-00-5021-0	Cost of Sales - Artist Fees	20,000.00	20,000.00	0.00	5,542.00	14,458.00	72.29 %
26-00-5041-0	Cost of Sales - Food	5,000.00	5,000.00	0.00	231.90	4,768.10	95.36 %
26-00-5051-0	Cost of Sales - Beverage	20,000.00	20,000.00	288.00	4,277.24	15,722.76	78.61 %
26-00-5071-0	Cost of Sales - Other Event Expenses	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
Category: 50 - Direct Cost of Revenue Total:		50,500.00	50,500.00	288.00	10,051.14	40,448.86	80.10 %
Department: 00 - General Total:		50,500.00	50,500.00	288.00	10,051.14	40,448.86	80.10 %
Department: 40 - SteamPlant - Event Center							
Category: 51 - Personnel							
26-40-5101-0	Salaries and Wages	237,037.00	237,037.00	9,085.07	66,440.47	170,596.53	71.97 %
26-40-5111-0	FICA Taxes	15,000.00	15,000.00	678.88	5,050.16	9,949.84	66.33 %
26-40-5112-0	Unemployment Insurance	700.00	700.00	26.62	197.53	502.47	71.78 %
26-40-5121-0	Health Insurance	20,000.00	20,000.00	0.00	4,087.56	15,912.44	79.56 %
26-40-5129-0	Other Benefits Costs	0.00	0.00	106.22	270.74	-270.74	0.00 %
26-40-5131-0	Retirement	4,200.00	4,200.00	163.70	1,304.84	2,895.16	68.93 %
26-40-5141-0	Workers Compensation Insurance	5,000.00	5,000.00	342.15	1,026.45	3,973.55	79.47 %
26-40-5191-0	Recruiting & Hiring Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
Category: 51 - Personnel Total:		282,437.00	282,437.00	10,402.64	78,377.75	204,059.25	72.25 %
Category: 52 - Contracted Services							
26-40-5221-0	IT - General Services	3,600.00	3,600.00	0.00	900.00	2,700.00	75.00 %
Category: 52 - Contracted Services Total:		3,600.00	3,600.00	0.00	900.00	2,700.00	75.00 %
Category: 53 - Supplies & Materials							
26-40-5300-0	Operating Supplies	8,000.00	8,000.00	0.00	1,558.61	6,441.39	80.52 %
26-40-5310-0	Office Supplies	500.00	500.00	0.00	116.86	383.14	76.63 %
26-40-5350-0	Gasoline & Diesel Fuel	200.00	200.00	0.00	0.00	200.00	100.00 %
26-40-5370-0	Non-capital Tools & Equipment	4,000.00	4,000.00	0.00	158.47	3,841.53	96.04 %
Category: 53 - Supplies & Materials Total:		12,700.00	12,700.00	0.00	1,833.94	10,866.06	85.56 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 54 - Utilities							
26-40-5410-0	Gas	8,000.00	8,000.00	0.00	2,486.48	5,513.52	68.92 %
26-40-5420-0	Electricity	10,000.00	10,000.00	0.00	2,230.40	7,769.60	77.70 %
26-40-5430-0	Water	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
26-40-5450-0	Telephone	3,000.00	3,000.00	0.00	692.74	2,307.26	76.91 %
26-40-5460-0	Broadband	1,500.00	1,500.00	0.00	480.00	1,020.00	68.00 %
26-40-5470-0	Trash Removal	1,800.00	1,800.00	0.00	338.85	1,461.15	81.18 %
Category: 54 - Utilities Total:		28,300.00	28,300.00	0.00	6,228.47	22,071.53	77.99 %
Category: 55 - Other Operating Costs							
26-40-5501-0	Postage & Freight	200.00	200.00	0.00	0.00	200.00	100.00 %
26-40-5503-0	Bank & Credit Card Fees	3,000.00	3,000.00	0.00	471.51	2,528.49	84.28 %
26-40-5505-0	Advertising	20,000.00	20,000.00	0.00	2,576.01	17,423.99	87.12 %
26-40-5511-0	Licenses, Fees & Permits	2,200.00	2,200.00	0.00	939.00	1,261.00	57.32 %
26-40-5513-0	Subscriptions, Dues and Memberships	1,000.00	1,000.00	0.00	125.00	875.00	87.50 %
26-40-5530-0	Property / Casualty Insurance	4,000.00	4,000.00	1,191.39	2,523.28	1,476.72	36.92 %
26-40-5544-0	Lease Expense - Copiers, Machinery &...	1,800.00	1,800.00	0.00	962.49	837.51	46.53 %
26-40-5552-0	Repairs & Maintenance - Buildings	600.00	600.00	0.00	660.00	-60.00	-10.00 %
26-40-5556-0	Repairs & Maintenance - Machinery &...	1,700.00	1,700.00	0.00	604.00	1,096.00	64.47 %
26-40-5559-0	Tree Plantings & Maintenance	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
26-40-5580-0	Training Costs	500.00	500.00	0.00	0.00	500.00	100.00 %
26-40-5586-0	Travel Costs - Mileage Reimbursement	250.00	250.00	0.00	0.00	250.00	100.00 %
26-40-5589-0	Travel Costs - Other	0.00	0.00	0.00	26.86	-26.86	0.00 %
26-40-5599-0	Miscellaneous	100.00	100.00	0.00	0.00	100.00	100.00 %
Category: 55 - Other Operating Costs Total:		36,350.00	36,350.00	1,191.39	8,888.15	27,461.85	75.55 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999)							
26-40-5931-0	Machinery & Equipment Expenditures	7,500.00	7,500.00	0.00	3,937.40	3,562.60	47.50 %
Category: 59 - Budgetary Capital Expenditures (\$500 - \$4,999) Total:		7,500.00	7,500.00	0.00	3,937.40	3,562.60	47.50 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
26-40-6026-3	Window Replacement in Theater	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
26-40-6027-3	Shade Structure for Plaza	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
26-40-6029-3	Banquet Chairs	7,400.00	7,400.00	0.00	0.00	7,400.00	100.00 %
26-40-6044-3	Update Theater Speakers	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
26-40-6045-3	Upgrade Sound System - Plaza	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
26-40-6046-3	Upgrade Theater Lighting	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:		54,400.00	54,400.00	0.00	0.00	54,400.00	100.00 %
Department: 40 - SteamPlant - Event Center Total:		425,287.00	425,287.00	11,594.03	100,165.71	325,121.29	76.45 %
Expense Total:		475,787.00	475,787.00	11,882.03	110,216.85	365,570.15	76.83 %
Fund: 26 - STEAMPLANT EVENT CENTER FUND Surplus (Deficit):		-220,437.00	-220,437.00	-4,489.15	-59,649.90	160,787.10	72.94 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 30 - CONSERVATION TRUST FUND						
Revenue						
Department: 00 - General						
Category: 44 - Intergovernmental Revenue						
30-00-4490-0 Lottery Proceeds - CTF	60,000.00	60,000.00	0.00	12,604.05	-47,395.95	78.99 %
Category: 44 - Intergovernmental Revenue Total:	60,000.00	60,000.00	0.00	12,604.05	-47,395.95	78.99 %
Category: 49 - Miscellaneous Revenue						
30-00-4901-0 Interest Revenue	500.00	500.00	0.00	163.73	-336.27	67.25 %
Category: 49 - Miscellaneous Revenue Total:	500.00	500.00	0.00	163.73	-336.27	67.25 %
Department: 00 - General Total:	60,500.00	60,500.00	0.00	12,767.78	-47,732.22	78.90 %
Revenue Total:	60,500.00	60,500.00	0.00	12,767.78	-47,732.22	78.90 %
Expense						
Department: 54 - Parks, Open Space & Trails						
Category: 60 - Capital Purchases & Improvements (\$5,000 +)						
30-54-6072-3 Alpine Park Projects	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
30-54-6077-3 Centennial Park Improvements	30,000.00	30,000.00	7.50	56.98	29,943.02	99.81 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:	50,000.00	50,000.00	7.50	56.98	49,943.02	99.89 %
Department: 54 - Parks, Open Space & Trails Total:	50,000.00	50,000.00	7.50	56.98	49,943.02	99.89 %
Expense Total:	50,000.00	50,000.00	7.50	56.98	49,943.02	99.89 %
Fund: 30 - CONSERVATION TRUST FUND Surplus (Deficit):	10,500.00	10,500.00	-7.50	12,710.80	2,210.80	-21.06 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 31 - STREETS FUND							
Revenue							
Department: 00 - General							
Category: 40 - Tax Revenue							
31-00-4010-0	Sales Tax - City (32%)	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
	Category: 40 - Tax Revenue Total:	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
	Department: 00 - General Total:	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
	Revenue Total:	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
Expense							
Department: 30 - Streets Infrastructure							
Category: 60 - Capital Purchases & Improvements (\$5,000 +)							
31-30-6002-3	Crosswalks	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
31-30-6009-3	Sidewalk Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
31-30-6014-3	Streets - Curb, Gutter, Drainage	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
31-30-6017-3	Streets - Other (Teller Safe Intersecti...	225,000.00	225,000.00	0.00	0.00	225,000.00	100.00 %
31-30-6018-3	Street Rebuild - Water Lines	665,000.00	665,000.00	0.00	25,700.00	639,300.00	96.14 %
31-30-6019-3	Street Rebuild - Sewer Lines	75,000.00	75,000.00	0.00	241.00	74,759.00	99.68 %
31-30-6020-3	Streets - Hunt Street	995,000.00	995,000.00	0.00	47,508.91	947,491.09	95.23 %
31-30-6021-3	Streets - Palmer Street	500,000.00	500,000.00	0.00	9,632.50	490,367.50	98.07 %
31-30-6022-3	Streets - 5th Street	305,000.00	305,000.00	0.00	0.00	305,000.00	100.00 %
31-30-6023-3	Streets - Scout Hut Grading/Parking	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
	Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:	3,215,000.00	3,215,000.00	0.00	83,082.41	3,131,917.59	97.42 %
	Department: 30 - Streets Infrastructure Total:	3,215,000.00	3,215,000.00	0.00	83,082.41	3,131,917.59	97.42 %
	Expense Total:	3,215,000.00	3,215,000.00	0.00	83,082.41	3,131,917.59	97.42 %
	Fund: 31 - STREETS FUND Surplus (Deficit):	-354,175.00	-354,175.00	0.00	274,218.18	628,393.18	177.42 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 32 - CAPITAL IMPROVEMENT FUND						
Revenue						
Department: 00 - General						
Category: 40 - Tax Revenue						
32-00-4010-0 Sales Tax - City (up to 8%)	306,444.00	306,444.00	0.00	38,240.22	-268,203.78	87.52 %
Category: 40 - Tax Revenue Total:	306,444.00	306,444.00	0.00	38,240.22	-268,203.78	87.52 %
Category: 44 - Intergovernmental Revenue						
32-00-4454-3 State Grants	786,113.00	786,113.00	0.00	0.00	-786,113.00	100.00 %
Category: 44 - Intergovernmental Revenue Total:	786,113.00	786,113.00	0.00	0.00	-786,113.00	100.00 %
Category: 48 - Capital Revenue						
32-00-4870-3 Donations for Capital Improvements	185,575.00	185,575.00	0.00	0.00	-185,575.00	100.00 %
Category: 48 - Capital Revenue Total:	185,575.00	185,575.00	0.00	0.00	-185,575.00	100.00 %
Department: 00 - General Total:	1,278,132.00	1,278,132.00	0.00	38,240.22	-1,239,891.78	97.01 %
Revenue Total:	1,278,132.00	1,278,132.00	0.00	38,240.22	-1,239,891.78	97.01 %
Expense						
Department: 51 - Pool & Recreation						
Category: 60 - Capital Purchases & Improvements (\$5,000 +)						
32-51-6023-3 Pool Facility - Major Improvements	700,000.00	700,000.00	0.00	0.00	700,000.00	100.00 %
32-51-6077-0 Centennial Park Improvements	350,000.00	350,000.00	0.00	0.00	350,000.00	100.00 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:	1,050,000.00	1,050,000.00	0.00	0.00	1,050,000.00	100.00 %
Department: 51 - Pool & Recreation Total:	1,050,000.00	1,050,000.00	0.00	0.00	1,050,000.00	100.00 %
Department: 54 - Parks, Open Space & Trails						
Category: 60 - Capital Purchases & Improvements (\$5,000 +)						
32-54-6006-3 New Trails Project	299,788.00	299,788.00	0.00	0.00	299,788.00	100.00 %
32-54-6079-3 Other Park Projects	590,000.00	655,000.00	0.00	11,643.09	643,356.91	98.22 %
Category: 60 - Capital Purchases & Improvements (\$5,000 +) Total:	889,788.00	954,788.00	0.00	11,643.09	943,144.91	98.78 %
Department: 54 - Parks, Open Space & Trails Total:	889,788.00	954,788.00	0.00	11,643.09	943,144.91	98.78 %
Expense Total:	1,939,788.00	2,004,788.00	0.00	11,643.09	1,993,144.91	99.42 %
Fund: 32 - CAPITAL IMPROVEMENT FUND Surplus (Deficit):	-661,656.00	-726,656.00	0.00	26,597.13	753,253.13	103.66 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 33 - ECONOMIC DEVELOPMENT FUND						
Revenue						
Department: 00 - General						
Category: 40 - Tax Revenue						
33-00-4010-0 Sales Tax - City (up to 2%)	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Category: 40 - Tax Revenue Total:	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Department: 00 - General Total:	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Revenue Total:	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Expense						
Department: 16 - Community Development						
Category: 52 - Contracted Services						
33-16-5241-0 Consulting - General	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Category: 52 - Contracted Services Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Category: 55 - Other Operating Costs						
33-16-5513-0 Subscriptions, Dues and Memberships	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00 %
33-16-5580-0 Training Costs	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
33-16-5586-0 Travel Costs - Mileage Reimbursement	250.00	250.00	0.00	0.00	250.00	100.00 %
33-16-5589-0 Travel Costs - Other	500.00	500.00	0.00	0.00	500.00	100.00 %
33-16-5599-0 Miscellaneous	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Category: 55 - Other Operating Costs Total:	4,750.00	4,750.00	0.00	2,000.00	2,750.00	57.89 %
Department: 16 - Community Development Total:	9,750.00	9,750.00	0.00	2,000.00	7,750.00	79.49 %
Expense Total:	9,750.00	9,750.00	0.00	2,000.00	7,750.00	79.49 %
Fund: 33 - ECONOMIC DEVELOPMENT FUND Surplus (Deficit):	100,250.00	100,250.00	0.00	11,760.94	-88,489.06	88.27 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 34 - LODGING TAX FUND						
Revenue						
Department: 00 - General						
Category: 40 - Tax Revenue						
34-00-4020-0 Occupation Tax on Lodging	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Category: 40 - Tax Revenue Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Department: 00 - General Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Revenue Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Fund: 34 - LODGING TAX FUND Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Report Surplus (Deficit):	-4,780,671.00	-5,273,171.00	-230,694.99	-965,717.06	4,307,453.94	81.69 %

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND						
Revenue						
Department: 00 - General						
40 - Tax Revenue	2,599,422.00	2,599,422.00	11,170.47	402,157.82	-2,197,264.18	84.53 %
41 - Fees for General Services	6,000.00	6,000.00	352.75	2,294.25	-3,705.75	61.76 %
44 - Intergovernmental Revenue	2,247,179.00	2,304,404.00	4,790.04	223,980.14	-2,080,423.86	90.28 %
48 - Capital Revenue	143,500.00	143,500.00	12,380.00	105,018.42	-38,481.58	26.82 %
49 - Miscellaneous Revenue	81,000.00	81,000.00	3,319.88	27,794.00	-53,206.00	65.69 %
Department: 00 - General Total:	5,077,101.00	5,134,326.00	32,013.14	761,244.63	-4,373,081.37	85.17 %
Department: 15 - Administration & Elected Officials						
41 - Fees for General Services	18,650.00	18,650.00	1,081.25	8,111.14	-10,538.86	56.51 %
43 - Licenses and Permits	23,200.00	23,200.00	198.75	3,103.75	-20,096.25	86.62 %
Department: 15 - Administration & Elected Officials Total:	41,850.00	41,850.00	1,280.00	11,214.89	-30,635.11	73.20 %
Department: 16 - Community Development						
41 - Fees for General Services	47,500.00	47,500.00	4,516.09	21,558.09	-25,941.91	54.61 %
49 - Miscellaneous Revenue	0.00	0.00	0.00	6,000.00	6,000.00	0.00 %
Department: 16 - Community Development Total:	47,500.00	47,500.00	4,516.09	27,558.09	-19,941.91	41.98 %
Department: 21 - Police						
41 - Fees for General Services	3,000.00	3,000.00	0.00	300.00	-2,700.00	90.00 %
42 - Fines & Forfeitures	56,000.00	56,000.00	3,095.00	19,177.44	-36,822.56	65.75 %
49 - Miscellaneous Revenue	0.00	0.00	0.00	50.00	50.00	0.00 %
Department: 21 - Police Total:	59,000.00	59,000.00	3,095.00	19,527.44	-39,472.56	66.90 %
Department: 22 - Fire						
41 - Fees for General Services	25,000.00	25,000.00	30.00	1,528.10	-23,471.90	93.89 %
44 - Intergovernmental Revenue	70,000.00	70,000.00	0.00	0.00	-70,000.00	100.00 %
49 - Miscellaneous Revenue	5,000.00	5,000.00	0.00	1,131.79	-3,868.21	77.36 %
Department: 22 - Fire Total:	100,000.00	100,000.00	30.00	2,659.89	-97,340.11	97.34 %
Department: 30 - Streets Infrastructure						
41 - Fees for General Services	10,000.00	10,000.00	0.00	4,235.00	-5,765.00	57.65 %
Department: 30 - Streets Infrastructure Total:	10,000.00	10,000.00	0.00	4,235.00	-5,765.00	57.65 %
Department: 31 - Facilities & Vehicle Management						
41 - Fees for General Services	22,000.00	22,000.00	0.00	3,472.65	-18,527.35	84.22 %
Department: 31 - Facilities & Vehicle Management Total:	22,000.00	22,000.00	0.00	3,472.65	-18,527.35	84.22 %
Department: 51 - Pool & Recreation						
45 - Fees for Recreation & Event Services	496,600.00	496,600.00	7,255.87	132,818.12	-363,781.88	73.25 %
Department: 51 - Pool & Recreation Total:	496,600.00	496,600.00	7,255.87	132,818.12	-363,781.88	73.25 %
Revenue Total:	5,854,051.00	5,911,276.00	48,190.10	962,730.71	-4,948,545.29	83.71 %
Expense						
Department: 15 - Administration & Elected Officials						
51 - Personnel	424,124.00	424,124.00	12,894.57	96,927.88	327,196.12	77.15 %
52 - Contracted Services	171,000.00	171,000.00	10,780.44	123,493.71	47,506.29	27.78 %
53 - Supplies & Materials	8,250.00	8,250.00	53.30	3,130.89	5,119.11	62.05 %
54 - Utilities	20,450.00	20,450.00	773.21	9,601.39	10,848.61	53.05 %
55 - Other Operating Costs	162,400.00	162,400.00	22,629.68	54,544.50	107,855.50	66.41 %
56 - Financing Obligations	161,832.00	161,832.00	0.00	40,458.00	121,374.00	75.00 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	36,500.00	36,500.00	34.97	17,149.25	19,350.75	53.02 %
60 - Capital Purchases & Improvements (\$5,000 +)	65,000.00	65,000.00	0.00	8,028.44	56,971.56	87.65 %
Department: 15 - Administration & Elected Officials Total:	1,049,556.00	1,049,556.00	47,166.17	353,334.06	696,221.94	66.33 %
Department: 16 - Community Development						
51 - Personnel	224,417.00	224,417.00	3,083.64	25,065.73	199,351.27	88.83 %
52 - Contracted Services	23,000.00	23,000.00	8,113.88	19,731.86	3,268.14	14.21 %
53 - Supplies & Materials	2,000.00	2,000.00	10.00	262.52	1,737.48	86.87 %
54 - Utilities	100.00	100.00	773.21	1,205.52	-1,105.52	-1,105.52 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
55 - Other Operating Costs	11,100.00	11,100.00	39.00	2,336.96	8,763.04	78.95 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	2,500.00	2,500.00	0.00	836.18	1,663.82	66.55 %
Department: 16 - Community Development Total:	263,117.00	263,117.00	12,019.73	49,438.77	213,678.23	81.21 %
Department: 21 - Police						
51 - Personnel	1,365,484.00	1,365,484.00	45,426.56	397,024.76	968,459.24	70.92 %
52 - Contracted Services	99,200.00	99,200.00	0.00	21,785.29	77,414.71	78.04 %
53 - Supplies & Materials	54,700.00	54,700.00	1,430.27	25,195.07	29,504.93	53.94 %
54 - Utilities	33,700.00	33,700.00	0.00	10,806.05	22,893.95	67.93 %
55 - Other Operating Costs	42,300.00	42,300.00	506.70	10,335.91	31,964.09	75.57 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	5,800.00	63,025.00	0.00	1,958.47	61,066.53	96.89 %
60 - Capital Purchases & Improvements (\$5,000 +)	206,200.00	206,200.00	0.00	17,051.79	189,148.21	91.73 %
Department: 21 - Police Total:	1,807,384.00	1,864,609.00	47,363.53	484,157.34	1,380,451.66	74.03 %
Department: 22 - Fire						
51 - Personnel	1,030,399.00	1,030,399.00	33,322.78	283,383.29	747,015.71	72.50 %
52 - Contracted Services	19,500.00	19,500.00	1,075.00	3,300.01	16,199.99	83.08 %
53 - Supplies & Materials	32,700.00	32,700.00	600.46	3,380.25	29,319.75	89.66 %
54 - Utilities	5,300.00	5,300.00	0.00	1,358.64	3,941.36	74.37 %
55 - Other Operating Costs	44,656.00	44,656.00	14,616.98	22,169.35	22,486.65	50.36 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	8,200.00	8,200.00	0.00	0.00	8,200.00	100.00 %
60 - Capital Purchases & Improvements (\$5,000 +)	301,200.00	301,200.00	2,265.50	4,665.50	296,534.50	98.45 %
Department: 22 - Fire Total:	1,441,955.00	1,441,955.00	51,880.72	318,257.04	1,123,697.96	77.93 %
Department: 30 - Streets Infrastructure						
51 - Personnel	381,841.00	381,841.00	10,040.99	115,646.16	266,194.84	69.71 %
52 - Contracted Services	201,000.00	201,000.00	0.00	250.00	200,750.00	99.88 %
53 - Supplies & Materials	35,168.00	35,168.00	289.41	5,237.03	29,930.97	85.11 %
54 - Utilities	100,300.00	100,300.00	0.00	18,502.76	81,797.24	81.55 %
55 - Other Operating Costs	195,150.00	169,950.00	-385.19	36,923.98	133,026.02	78.27 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
60 - Capital Purchases & Improvements (\$5,000 +)	378,800.00	378,800.00	30,143.12	44,608.12	334,191.88	88.22 %
Department: 30 - Streets Infrastructure Total:	1,308,759.00	1,283,559.00	40,088.33	221,168.05	1,062,390.95	82.77 %
Department: 31 - Facilities & Vehicle Management						
51 - Personnel	123,288.00	123,288.00	6,204.99	48,248.03	75,039.97	60.87 %
52 - Contracted Services	3,300.00	3,300.00	0.00	999.99	2,300.01	69.70 %
53 - Supplies & Materials	21,400.00	21,400.00	10.51	1,494.37	19,905.63	93.02 %
54 - Utilities	9,600.00	9,600.00	0.00	2,219.12	7,380.88	76.88 %
55 - Other Operating Costs	12,900.00	31,100.00	155.26	1,980.06	29,119.94	93.63 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	5,000.00	5,000.00	0.00	1,062.62	3,937.38	78.75 %
Department: 31 - Facilities & Vehicle Management Total:	175,488.00	193,688.00	6,370.76	56,004.19	137,683.81	71.09 %
Department: 51 - Pool & Recreation						
50 - Direct Cost of Revenue	15,000.00	15,000.00	0.00	2,514.96	12,485.04	83.23 %
51 - Personnel	565,551.00	565,551.00	20,161.59	156,783.60	408,767.40	72.28 %
52 - Contracted Services	24,200.00	24,200.00	150.00	2,573.71	21,626.29	89.36 %
53 - Supplies & Materials	35,900.00	35,900.00	94.95	2,556.95	33,343.05	92.88 %
54 - Utilities	71,840.00	71,840.00	0.00	18,550.70	53,289.30	74.18 %
55 - Other Operating Costs	52,900.00	52,900.00	388.00	11,759.79	41,140.21	77.77 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	23,500.00	23,500.00	0.00	-1.87	23,501.87	100.01 %
60 - Capital Purchases & Improvements (\$5,000 +)	651,900.00	651,900.00	0.00	960.65	650,939.35	99.85 %
Department: 51 - Pool & Recreation Total:	1,440,791.00	1,440,791.00	20,794.54	195,698.49	1,245,092.51	86.42 %
Department: 54 - Parks, Open Space & Trails						
51 - Personnel	240,601.00	240,601.00	9,833.56	60,897.08	179,703.92	74.69 %
52 - Contracted Services	13,300.00	13,300.00	0.00	636.00	12,664.00	95.22 %
53 - Supplies & Materials	47,700.00	47,700.00	359.03	6,015.85	41,684.15	87.39 %
54 - Utilities	72,500.00	72,500.00	0.00	10,491.69	62,008.31	85.53 %
55 - Other Operating Costs	75,150.00	75,150.00	0.00	15,899.06	59,250.94	78.84 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	32,500.00	32,500.00	0.00	947.14	31,552.86	97.09 %
60 - Capital Purchases & Improvements (\$5,000 +)	96,000.00	108,500.00	3,760.65	31,904.07	76,595.93	70.60 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 54 - Parks, Open Space & Trails Total:	577,751.00	590,251.00	13,953.24	126,790.89	463,460.11	78.52 %
Department: 56 - Other						
52 - Contracted Services	150,500.00	150,500.00	0.00	13,009.86	137,490.14	91.36 %
54 - Utilities	13,700.00	13,700.00	741.83	5,546.62	8,153.38	59.51 %
55 - Other Operating Costs	183,500.00	183,500.00	8,050.00	32,158.03	151,341.97	82.48 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	0.00	7,000.00	0.00	0.00	7,000.00	100.00 %
Department: 56 - Other Total:	347,700.00	354,700.00	8,791.83	50,714.51	303,985.49	85.70 %
Expense Total:	8,412,501.00	8,482,226.00	248,428.85	1,855,563.34	6,626,662.66	78.12 %
Fund: 10 - GENERAL FUND Surplus (Deficit):	-2,558,450.00	-2,570,950.00	-200,238.75	-892,832.63	1,678,117.37	65.27 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 20 - WATER FUND						
Revenue						
Department: 00 - General						
41 - Fees for General Services	1,618,500.00	1,618,500.00	182.74	312,532.93	-1,305,967.07	80.69 %
44 - Intergovernmental Revenue	895,000.00	895,000.00	0.00	0.00	-895,000.00	100.00 %
48 - Capital Revenue	520,000.00	520,000.00	13,875.28	100,287.77	-419,712.23	80.71 %
49 - Miscellaneous Revenue	3,000.00	3,000.00	233.57	3,534.65	534.65	17.82 %
Department: 00 - General Total:	3,036,500.00	3,036,500.00	14,291.59	416,355.35	-2,620,144.65	86.29 %
Revenue Total:	3,036,500.00	3,036,500.00	14,291.59	416,355.35	-2,620,144.65	86.29 %
Expense						
Department: 15 - Administration & Elected Officials						
51 - Personnel	81,063.00	81,063.00	2,574.99	18,546.18	62,516.82	77.12 %
52 - Contracted Services	12,700.00	427,700.00	4,513.00	449,495.34	-21,795.34	-5.10 %
53 - Supplies & Materials	3,500.00	3,500.00	603.21	603.21	2,896.79	82.77 %
55 - Other Operating Costs	11,500.00	11,500.00	0.00	2,130.88	9,369.12	81.47 %
Department: 15 - Administration & Elected Officials Total:	108,763.00	523,763.00	7,691.20	470,775.61	52,987.39	10.12 %
Department: 30 - Streets Infrastructure						
51 - Personnel	221,713.00	221,713.00	5,734.13	50,997.24	170,715.76	77.00 %
52 - Contracted Services	20,000.00	20,000.00	6,400.15	17,360.76	2,639.24	13.20 %
53 - Supplies & Materials	12,000.00	12,000.00	158.86	1,384.01	10,615.99	88.47 %
55 - Other Operating Costs	20,100.00	20,100.00	35.17	3,281.70	16,818.30	83.67 %
56 - Financing Obligations	191,605.00	191,605.00	0.00	0.00	191,605.00	100.00 %
60 - Capital Purchases & Improvements (\$5,000 +)	472,500.00	472,500.00	0.00	6,023.46	466,476.54	98.73 %
Department: 30 - Streets Infrastructure Total:	937,918.00	937,918.00	12,328.31	79,047.17	858,870.83	91.57 %
Department: 34 - Water Plant						
51 - Personnel	252,298.00	252,298.00	8,230.44	75,662.68	176,635.32	70.01 %
52 - Contracted Services	35,500.00	35,500.00	0.00	2,715.00	32,785.00	92.35 %
53 - Supplies & Materials	58,100.00	58,100.00	0.00	4,229.86	53,870.14	92.72 %
54 - Utilities	44,400.00	44,400.00	2,501.52	12,459.03	31,940.97	71.94 %
55 - Other Operating Costs	103,800.00	103,800.00	8,358.24	20,031.36	83,768.64	80.70 %
56 - Financing Obligations	27,250.00	27,250.00	0.00	0.00	27,250.00	100.00 %
60 - Capital Purchases & Improvements (\$5,000 +)	2,538,500.00	2,538,500.00	9,441.31	37,889.13	2,500,610.87	98.51 %
Department: 34 - Water Plant Total:	3,059,848.00	3,059,848.00	28,531.51	152,987.06	2,906,860.94	95.00 %
Expense Total:	4,106,529.00	4,521,529.00	48,551.02	702,809.84	3,818,719.16	84.46 %
Fund: 20 - WATER FUND Surplus (Deficit):	-1,070,029.00	-1,485,029.00	-34,259.43	-286,454.49	1,198,574.51	80.71 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21 - WASTEWATER FUND						
Revenue						
Department: 00 - General						
41 - Fees for General Services	1,292,000.00	1,292,000.00	-82.61	304,272.67	-987,727.33	76.45 %
48 - Capital Revenue	300,000.00	300,000.00	63,345.72	141,969.31	-158,030.69	52.68 %
49 - Miscellaneous Revenue	9,600.00	9,600.00	0.00	5,137.60	-4,462.40	46.48 %
Department: 00 - General Total:	1,601,600.00	1,601,600.00	63,263.11	451,379.58	-1,150,220.42	71.82 %
Revenue Total:	1,601,600.00	1,601,600.00	63,263.11	451,379.58	-1,150,220.42	71.82 %
Expense						
Department: 15 - Administration & Elected Officials						
51 - Personnel	81,883.00	81,883.00	2,574.61	18,518.11	63,364.89	77.38 %
52 - Contracted Services	12,600.00	12,600.00	72.50	690.00	11,910.00	94.52 %
53 - Supplies & Materials	0.00	0.00	603.21	603.21	-603.21	0.00 %
55 - Other Operating Costs	11,300.00	11,300.00	0.00	2,161.41	9,138.59	80.87 %
Department: 15 - Administration & Elected Officials Total:	105,783.00	105,783.00	3,250.32	21,972.73	83,810.27	79.23 %
Department: 30 - Streets Infrastructure						
51 - Personnel	117,061.00	117,061.00	1,066.41	22,586.66	94,474.34	80.71 %
52 - Contracted Services	71,500.00	71,500.00	0.00	92.80	71,407.20	99.87 %
53 - Supplies & Materials	9,500.00	9,500.00	0.00	1,614.10	7,885.90	83.01 %
54 - Utilities	0.00	0.00	0.00	432.53	-432.53	0.00 %
55 - Other Operating Costs	8,500.00	8,500.00	115.00	2,456.05	6,043.95	71.11 %
60 - Capital Purchases & Improvements (\$5,000 +)	162,500.00	162,500.00	0.00	0.00	162,500.00	100.00 %
Department: 30 - Streets Infrastructure Total:	369,061.00	369,061.00	1,181.41	27,182.14	341,878.86	92.63 %
Department: 35 - Wastewater Plant						
51 - Personnel	367,047.00	367,047.00	9,163.59	87,657.48	279,389.52	76.12 %
52 - Contracted Services	77,300.00	77,300.00	0.00	7,186.00	70,114.00	90.70 %
53 - Supplies & Materials	66,000.00	66,000.00	0.00	13,239.84	52,760.16	79.94 %
54 - Utilities	141,800.00	141,800.00	0.00	23,335.44	118,464.56	83.54 %
55 - Other Operating Costs	129,299.00	129,299.00	17,352.39	47,690.75	81,608.25	63.12 %
56 - Financing Obligations	480,484.00	480,484.00	0.00	240,245.00	240,239.00	50.00 %
60 - Capital Purchases & Improvements (\$5,000 +)	126,500.00	126,500.00	24,015.56	34,937.29	91,562.71	72.38 %
Department: 35 - Wastewater Plant Total:	1,388,430.00	1,388,430.00	50,531.54	454,291.80	934,138.20	67.28 %
Expense Total:	1,863,274.00	1,863,274.00	54,963.27	503,446.67	1,359,827.33	72.98 %
Fund: 21 - WASTEWATER FUND Surplus (Deficit):	-261,674.00	-261,674.00	8,299.84	-52,067.09	209,606.91	80.10 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 26 - STEAMPLANT EVENT CENTER FUND						
Revenue						
Department: 00 - General						
45 - Fees for Recreation & Event Services	255,350.00	255,350.00	7,392.88	48,266.95	-207,083.05	81.10 %
49 - Miscellaneous Revenue	0.00	0.00	0.00	2,300.00	2,300.00	0.00 %
Department: 00 - General Total:	255,350.00	255,350.00	7,392.88	50,566.95	-204,783.05	80.20 %
Revenue Total:	255,350.00	255,350.00	7,392.88	50,566.95	-204,783.05	80.20 %
Expense						
Department: 00 - General						
50 - Direct Cost of Revenue	50,500.00	50,500.00	288.00	10,051.14	40,448.86	80.10 %
Department: 00 - General Total:	50,500.00	50,500.00	288.00	10,051.14	40,448.86	80.10 %
Department: 40 - SteamPlant - Event Center						
51 - Personnel	282,437.00	282,437.00	10,402.64	78,377.75	204,059.25	72.25 %
52 - Contracted Services	3,600.00	3,600.00	0.00	900.00	2,700.00	75.00 %
53 - Supplies & Materials	12,700.00	12,700.00	0.00	1,833.94	10,866.06	85.56 %
54 - Utilities	28,300.00	28,300.00	0.00	6,228.47	22,071.53	77.99 %
55 - Other Operating Costs	36,350.00	36,350.00	1,191.39	8,888.15	27,461.85	75.55 %
59 - Budgetary Capital Expenditures (\$500 - \$4,999)	7,500.00	7,500.00	0.00	3,937.40	3,562.60	47.50 %
60 - Capital Purchases & Improvements (\$5,000 +)	54,400.00	54,400.00	0.00	0.00	54,400.00	100.00 %
Department: 40 - SteamPlant - Event Center Total:	425,287.00	425,287.00	11,594.03	100,165.71	325,121.29	76.45 %
Expense Total:	475,787.00	475,787.00	11,882.03	110,216.85	365,570.15	76.83 %
Fund: 26 - STEAMPLANT EVENT CENTER FUND Surplus (Deficit):	-220,437.00	-220,437.00	-4,489.15	-59,649.90	160,787.10	72.94 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 30 - CONSERVATION TRUST FUND						
Revenue						
Department: 00 - General						
44 - Intergovernmental Revenue	60,000.00	60,000.00	0.00	12,604.05	-47,395.95	78.99 %
49 - Miscellaneous Revenue	500.00	500.00	0.00	163.73	-336.27	67.25 %
Department: 00 - General Total:	60,500.00	60,500.00	0.00	12,767.78	-47,732.22	78.90 %
Revenue Total:	60,500.00	60,500.00	0.00	12,767.78	-47,732.22	78.90 %
Expense						
Department: 54 - Parks, Open Space & Trails						
60 - Capital Purchases & Improvements (\$5,000 +)	50,000.00	50,000.00	7.50	56.98	49,943.02	99.89 %
Department: 54 - Parks, Open Space & Trails Total:	50,000.00	50,000.00	7.50	56.98	49,943.02	99.89 %
Expense Total:	50,000.00	50,000.00	7.50	56.98	49,943.02	99.89 %
Fund: 30 - CONSERVATION TRUST FUND Surplus (Deficit):	10,500.00	10,500.00	-7.50	12,710.80	2,210.80	-21.06 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 31 - STREETS FUND						
Revenue						
Department: 00 - General						
40 - Tax Revenue	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
Department: 00 - General Total:	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
Revenue Total:	2,860,825.00	2,860,825.00	0.00	357,300.59	-2,503,524.41	87.51 %
Expense						
Department: 30 - Streets Infrastructure						
60 - Capital Purchases & Improvements (\$5,000 +)	3,215,000.00	3,215,000.00	0.00	83,082.41	3,131,917.59	97.42 %
Department: 30 - Streets Infrastructure Total:	3,215,000.00	3,215,000.00	0.00	83,082.41	3,131,917.59	97.42 %
Expense Total:	3,215,000.00	3,215,000.00	0.00	83,082.41	3,131,917.59	97.42 %
Fund: 31 - STREETS FUND Surplus (Deficit):	-354,175.00	-354,175.00	0.00	274,218.18	628,393.18	177.42 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 32 - CAPITAL IMPROVEMENT FUND						
Revenue						
Department: 00 - General						
40 - Tax Revenue	306,444.00	306,444.00	0.00	38,240.22	-268,203.78	87.52 %
44 - Intergovernmental Revenue	786,113.00	786,113.00	0.00	0.00	-786,113.00	100.00 %
48 - Capital Revenue	185,575.00	185,575.00	0.00	0.00	-185,575.00	100.00 %
Department: 00 - General Total:	1,278,132.00	1,278,132.00	0.00	38,240.22	-1,239,891.78	97.01 %
Revenue Total:	1,278,132.00	1,278,132.00	0.00	38,240.22	-1,239,891.78	97.01 %
Expense						
Department: 51 - Pool & Recreation						
60 - Capital Purchases & Improvements (\$5,000 +)	1,050,000.00	1,050,000.00	0.00	0.00	1,050,000.00	100.00 %
Department: 51 - Pool & Recreation Total:	1,050,000.00	1,050,000.00	0.00	0.00	1,050,000.00	100.00 %
Department: 54 - Parks, Open Space & Trails						
60 - Capital Purchases & Improvements (\$5,000 +)	889,788.00	954,788.00	0.00	11,643.09	943,144.91	98.78 %
Department: 54 - Parks, Open Space & Trails Total:	889,788.00	954,788.00	0.00	11,643.09	943,144.91	98.78 %
Expense Total:	1,939,788.00	2,004,788.00	0.00	11,643.09	1,993,144.91	99.42 %
Fund: 32 - CAPITAL IMPROVEMENT FUND Surplus (Deficit):	-661,656.00	-726,656.00	0.00	26,597.13	753,253.13	103.66 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 33 - ECONOMIC DEVELOPMENT FUND						
Revenue						
Department: 00 - General						
40 - Tax Revenue	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Department: 00 - General Total:	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Revenue Total:	110,000.00	110,000.00	0.00	13,760.94	-96,239.06	87.49 %
Expense						
Department: 16 - Community Development						
52 - Contracted Services	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
55 - Other Operating Costs	4,750.00	4,750.00	0.00	2,000.00	2,750.00	57.89 %
Department: 16 - Community Development Total:	9,750.00	9,750.00	0.00	2,000.00	7,750.00	79.49 %
Expense Total:	9,750.00	9,750.00	0.00	2,000.00	7,750.00	79.49 %
Fund: 33 - ECONOMIC DEVELOPMENT FUND Surplus (Deficit):	100,250.00	100,250.00	0.00	11,760.94	-88,489.06	88.27 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 34 - LODGING TAX FUND						
Revenue						
Department: 00 - General						
40 - Tax Revenue	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Department: 00 - General Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Revenue Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Fund: 34 - LODGING TAX FUND Total:	235,000.00	235,000.00	0.00	0.00	-235,000.00	100.00 %
Report Surplus (Deficit):	-4,780,671.00	-5,273,171.00	-230,694.99	-965,717.06	4,307,453.94	81.69 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
10 - GENERAL FUND	-2,558,450.00	-2,570,950.00	-200,238.75	-892,832.63	1,678,117.37
20 - WATER FUND	-1,070,029.00	-1,485,029.00	-34,259.43	-286,454.49	1,198,574.51
21 - WASTEWATER FUND	-261,674.00	-261,674.00	8,299.84	-52,067.09	209,606.91
26 - STEAMPLANT EVENT CENTER FI	-220,437.00	-220,437.00	-4,489.15	-59,649.90	160,787.10
30 - CONSERVATION TRUST FUND	10,500.00	10,500.00	-7.50	12,710.80	2,210.80
31 - STREETS FUND	-354,175.00	-354,175.00	0.00	274,218.18	628,393.18
32 - CAPITAL IMPROVEMENT FUND	-661,656.00	-726,656.00	0.00	26,597.13	753,253.13
33 - ECONOMIC DEVELOPMENT FUN	100,250.00	100,250.00	0.00	11,760.94	-88,489.06
34 - LODGING TAX FUND	235,000.00	235,000.00	0.00	0.00	-235,000.00
Report Surplus (Deficit):	-4,780,671.00	-5,273,171.00	-230,694.99	-965,717.06	4,307,453.94



Sales Tax Trend Report and Other General Fund Financial Highlights Through February 2017

City Sales Tax Collections

Based on vendor reporting date

	2010	2011	2012	2013	2014	2015	2016	2017	'16 vs. '15	'17 vs. '16
January	\$ 225,902	\$ 241,375	\$ 256,212	\$ 284,842	\$ 295,704	\$ 331,448	\$ 350,309	\$ 343,874	5.7%	-1.8%
February	226,968	237,458	263,576	265,938	278,374	314,835	337,226	347,631	7.1%	3.1%
March	264,269	287,272	308,751	320,642	334,011	389,540	397,318		2.0%	
April	234,460	255,869	281,908	282,046	314,939	339,040	376,977		11.2%	
May	259,013	300,053	314,112	345,069	375,896	378,264	408,439		8.0%	
June	362,260	350,946	399,280	416,414	422,145	478,252	517,900		8.3%	
July	375,063	397,998	433,332	479,025	495,831	506,072	550,871		8.9%	
August	350,636	391,738	382,105	408,462	440,899	509,564	567,094		11.3%	
September	281,025	328,714	359,758	380,952	402,939	490,513	502,357		2.4%	
October	252,248	283,245	296,262	337,046	349,717	384,043	402,167		4.7%	
November	274,775	276,479	298,506	310,816	323,864	361,364	389,488		7.8%	
December	310,297	327,816	358,520	373,482	408,007	436,420	461,592		5.8%	
Total Amount	\$ 3,416,916	\$ 3,678,962	\$ 3,952,322	\$ 4,204,733	\$ 4,442,327	\$ 4,919,355	\$ 5,261,737	\$ 691,505	7.0%	
Annual Increase (Decrease)	\$ (44,870)	\$ 262,046	\$ 273,360	\$ 252,411	\$ 237,594	\$ 477,028	\$ 342,383	\$ 3,969		
% Change	-1.3%	7.7%	7.4%	6.4%	5.7%	10.7%	7.0%	0.6%		

3% City Sales Tax Rate

Chaffee County Sales Tax

(Salida's allocation)

January	\$ 76,982	\$ 81,517	\$ 81,305	\$ 93,330	\$ 93,452	\$ 104,602	\$ 113,981	\$ 115,589	9.0%	1.4%
February	79,454	80,664	85,158	85,096	89,295	98,201	106,373	117,205	8.3%	10.2%
March	96,147	94,390	97,619	103,018	108,758	128,636	129,149		0.4%	
April	81,012	86,164	88,848	86,467	102,686	103,699	117,829		13.6%	
May	93,431	111,445	104,974	114,730	116,805	122,636	129,804		5.8%	
June	131,095	122,789	133,487	136,503	142,779	157,270	178,282		13.4%	
July	143,556	142,640	147,832	152,147	159,465	174,639	189,535		8.5%	
August	127,661	131,904	128,110	139,335	146,256	166,890	193,401		15.9%	
September	107,193	115,554	121,425	123,639	139,676	162,424	170,832		5.2%	
October	84,580	93,876	98,411	108,140	111,043	112,126	130,341		16.2%	
November	97,377	86,000	92,847	96,334	96,110	119,365	121,753		2.0%	
December	108,316	109,183	114,751	115,403	126,093	135,983	144,028		5.9%	
Total Amount	\$ 1,226,804	\$ 1,256,125	\$ 1,294,766	\$ 1,354,142	\$ 1,432,420	\$ 1,586,472	\$ 1,725,309	\$ 232,793	8.8%	
Annual Increase (Decrease)	\$ (5,796)	\$ 23,525	\$ 38,641	\$ 59,376	\$ 78,278	\$ 154,051	\$ 138,837	\$ 12,440		
% Change	-0.5%	1.9%	3.1%	4.6%	5.8%	10.8%	8.8%	5.6%		

City Tax Allocation:										
Capital Improvements	797,280	858,424	922,209	981,104	1,036,543	1,147,850	1,227,739	38,240	79,889	(1,189,499)
Capital Expenditures	205,015	220,738	237,139	252,284	266,540	295,161	315,704	n/a	20,543	
Economic Development	22,779	24,526	26,349	28,032	29,616	32,796	35,078	13,761	2,283	(21,317)
Unrestricted General Fund	1,252,869	1,348,953	1,449,185	1,541,736	1,628,853	1,803,764	1,929,304	282,203	125,540	(1,647,101)
Streets / Other Infrastructure	1,138,972	1,226,321	1,317,441	1,401,578	1,480,776	n/a	n/a	n/a		
Streets - Capital Expenditure						1,229,839	1,315,434	357,301	85,596	(958,134)
Streets - Maintain & Repair						409,946	438,478	n/a	28,532	

Comparison to Budget										
Final Budget	\$ 4,461,200	\$ 4,880,000	\$ 5,158,600	\$ 5,509,400	\$ 5,781,000	\$ 6,415,400	\$ 6,490,000	\$ 7,336,691		\$ 846,691
Received	4,643,719	4,935,087	5,247,088	5,558,876	5,874,747	6,505,826	6,987,046	924,298		(6,062,748)
Over (Under)	\$ 182,519	\$ 55,087	\$ 88,488	\$ 49,476	\$ 93,747	\$ 90,426	\$ 497,046			
Budget Variance	4.1%	1.1%	1.7%	0.9%	1.6%	1.4%	7.7%			

Taxable Sales in Salida	\$ 113,897,186	\$ 122,632,065	\$ 131,744,070	\$ 140,157,776	\$ 148,077,565	\$ 163,978,492	\$ 175,391,249	\$ 23,050,164		
Annual Growth	-1.3%	7.7%	7.4%	6.4%	5.7%	10.7%	7.0%			

Other General Fund Financial Data:

NOT FINAL

Total Revenues	\$ 6,558,190	\$ 6,584,366	\$ 7,573,659	\$ 7,434,040	\$ 7,553,028	\$ 9,414,226	\$ 9,287,803			
Total Expenditures **	6,289,604	6,373,605	6,714,330	7,317,153	7,279,976	8,993,886	7,771,315			
Over (Under)	\$ 268,586	\$ 210,761	\$ 859,329	\$ 116,887	\$ 273,052	\$ 420,340	\$ 1,516,488			
Sales Tax as a percentage of total revenue excluding grant revenue	70.8%	75.0%	69.3%	74.8%	77.8%	69.1%	75.2%			
	75.7%	77.1%	78.3%	75.4%	79.9%	77.5%	80.3%			
Grant Revenue	\$ 421,924	\$ 184,726	\$ 871,321	\$ 62,642	\$ 200,965	\$ 1,020,765	\$ 590,739			
Percentage of total revenue	6.4%	2.8%	11.5%	0.8%	2.7%	10.8%	6.4%			
Cash Balance	\$ 1,795,017	\$ 2,302,823	\$ 2,588,134	\$ 2,895,445	\$ 3,450,073	\$ 3,131,723	\$ 4,872,092			
Debt Balance	\$ 2,530,452	\$ 1,782,823	\$ 1,706,045	\$ 1,600,585	\$ 1,491,483	\$ 1,378,614	\$ 1,262,426			

** Includes cash transfers from the General Fund to the SteamPlant Event Center Fund and, in 2014 and 2015, also to the Water and Sewer Funds.