



MEETING 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.

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**
- 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
 - 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
 - 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
 - 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
 - 5. Approval of Ground Lease at Harriett Alexander Field, 1st Reading** (Zech Papp)
Ordinance 2017-09 Approving a Ground Lease with O.A. Pesnell

Agenda April 04, 2017

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The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.

6. **Mutual Aid Agreement** (Doug Bess)
Resolution 2017-20 approving mutual aid agreement between the City and Western Fremont and Custer County Fire Agencies
7. **Settlement in Tafoya Case** (Ben Kahn)
Resolution 2017-21 approving a settlement agreement between the City of Salida and Steven Tafoya
8. **Additional Budget Appropriation** (Guy Patterson)
Resolution 2017-22 appropriating additional sums of money in the General Fund for the 2017 Budget
9. **Administrator/Deputy City Clerk**
 - City Administrator Report –Guy Patterson
 - Deputy City Clerk Report – Christian Samora
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.
 - Mayor – Jim LiVecchi

VII. NEW BUSINESS

VIII. OLD BUSINESS

IX. ADJOURN –

[SEAL]

City Clerk

Mayor



CITY COUNCIL AGENDA ITEM

MEETING DATE: April 4, 2017
AGENDA ITEM TITLE: Consent Agenda Items
PRESENTED BY: Christian R. Samora, Deputy City Clerk
AGENDA SECTION: Scheduled Items

REQUESTS:

- a. Approval of Agenda
- b. Approval of Minutes: March 21, 2017
- c. Cancellation of Whittington Contract
- d. Thonoff Park Rental & Fee Waiver – Easter Egg hunt

BACKGROUND:

- The Upper Arkansas Service Club is requesting a fee waiver for the use of Thonhoff Park for the annual Easter Egg hunt. The event is scheduled for April 15, 2017. The fee for this event has typically been waived in the past.

ACTION:

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.

Consent Agenda items are considered routine requests. Should a Council Member wish to discuss any of these items, a request should be made to remove an item, and to place it under another section of the agenda.



MEETING MINUTES OF THE CITY COUNCIL
City Council Chambers
448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday, March 21, 2017 6:00 p.m.

I. REGULAR MEETING CALLED TO ORDER –

II. PLEDGE OF ALLEGIANCE – Led by Mayor Jim LiVecchi

III. ROLL CALL

All Elected Officials were present with the exception of Clerk Schwitzer. All members of staff were present and the City Attorney was present for the Executive Session.

IV. PRESENTATION

Housing Policy Advisory Committee – Paige Judd

Judd gave an introduction and explained that an issue in the community is rental units have been in disrepair. She continued to state that there is not much that the City can do to help. And that the tenant may be reluctant to invite agencies and risk retaliation against them.

Andrea Carlstrom, Director of Chaffee County Public Health thanked the Mayor and others for starting the conversation about affordable housing. Carlstrom stated that since February 2016 CCPH has been contacted by 20 families regarding the conditions of rental housing in the community. Carlstrom stated that they are afraid of retaliation and there may be some overlooking of grave needs. Carlstrom stated that they went to one of the units, but the tenant ushered them away in fear that the neighbors would see that Public Health was trying to help them. She stated that she and Judd were not offering a clear solution, but felt that they could work collaboratively.

Judd stated that she spoke to COG and there is not a loan program for landlords to fix up their homes.

Brown-Kovacic stated that she came across a CML newsletter that had information for funding at the 30% AMI level. She stated that they will see what those applications look like.

Granzella asked if Chaffee county had more Section 8 cuts than other counties. Carlstrom referenced the total number of Section 8 vouchers in the County.

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.*

Tom Bomer of Salida stated that the SNRCDC seemed to be solved, but the City Attorney has been working on the issue again. Bomer stated that he may not be an attorney, but felt that the Council may not all have been informed about the issue. Bomer stated that last year \$105k was paid to Kahn for a document that stated a TABOR violation occurred with the SNRCDC. Bomer expressed concern over the Council spending more money for issues related to the SNRCDC. Bomer suggested that there be a public discussion to see if the public wants to drop the issue.

Read McCulloch stated that there has been a lot of discussion regarding affordable housing. McCulloch stated that maybe things need to slow down to set goals and review tools to help with the problem. He continued to state that there are a few groups exploring what the tools might be and suggested looking into what other communities are doing. McCulloch stated that he sent a document with info about an organization that will

come into a community to look at the situation and help establish goals. He stated that there was a document distributed that he prepared.

Bob Grether of Salida stated that he was distressed to read about the indemnification demands of the SNRCDC. He stated that the last council action resulted in an offer falling through. He stated that if the demand goes forward and the current transaction fails, it could hurt the image of the City. He stated that if the deal goes through, there would be a remaining 100 acres that are free and clear.

Monika Griesenbeck of Salida stated that she is concerned about the short term rental items on the agenda. She stated that she attended the Planning and Zoning meeting when the final version was passed, only four members of the Planning Commission were present. And two of which were alternates. She asked that the items be continued. She stated that the issue ties into the housing discussion. She stated that she disagreed that it does not have an impact on long term rentals.

Francie Bomer stated that with 2016-97 the City Council dissolved the development agreement. She stated that it is a breach of public trust. She stated that just because the City thinks they can make demands, it doesn't mean that the City should. She stated that it looks like an attempt to block the sale of the land. And felt that it appeared the Mayor instructed the City Attorney to draft the document. Bomer stated that the Mayor stated the SNRCDC has consumed the community.

James Miller of Salida stated that there is a Russian term that describes a wagon and also a dictatorship. He stated that the City has the same issue, consisting of two members on Council and one person that is not a member. Miller stated that he holds the majority of City Council responsible for the situation. He stated that there is no good in the Council harassing the SNRCDC.

Joe Jordan of Salida stated that he has spoken several times before. He stated that he understood that the Council may be considering the City Attorney's retention. Jordan stated that it may be time to step back and take a look at the entire representation. He stated that his understanding is that the City has paid Kahn \$250k in the last year. He stated that Kahn is a litigator and it may not be the appropriate kind of lawyer. Jordan stated that it does not appear that the Council has been informed before the Council makes decisions. He continued to state that members of Council should be able to review bills and look over the process. Jordan stated that the sequences have all been things that happened before the Council knew what was going on.

Paige Judd thanked the City staff. Judd continued to state the SNRDC is on the cusp of doing something that they were tasked to do. She stated that instead of trying to squeeze money, there is a tremendous opportunity for the NRCDC and the City to work together. She stated that it seemed very disingenuous to go after the SNRCDC now. She stated that she has always advocated for using the land for the public good. She stated that the City should work together and there is much opportunity out there. Judd continued to state that she lives above the hospital on the mesa. She is fully on board and her neighbors are on board with three floors. She stated that the residents are not in favor of the fourth floor on the hospital facility.

Kim Parker stated that she was advocating for people that could not be there. She stated that her working group is advocating for housing for households that have area median income of 50%. She stated that she appreciated the question about subsidies that are local and would like to somehow coordinate that. Parker stated that there needs to be funds to build housing for those types of families and build it. The grant would need a housing authority to advocate for that.

VI. SCHEDULED ITEMS

1. Water Court Application-Colorado Board of Water Works (Jennifer Dilalla)

Dilalla explained that they need the Council's direction to file the water court application. She explained what it accomplishes by firming up the yield for the City's water. She stated that it would allow the City to store water upstream in good water years and allow more flow on dry years.

The City Council was in agreement to file a petition.

Rogers asked if there is any reason not to proceed with filing a petition.

Dilalla stated that there is not any reason not to.

Granzella stated that the City currently stores and pays for storage in Pueblo.

Dilalla stated that the primary purpose in the Pueblo storage is to ensure that the City can meet the winter water augmentation requirements.

Rogers motioned to direct the water counsel to proceed with filing a petition. Brown-Kovacic seconded the motion. With all in favor, THE MOTION CARRIED.

Brown-Kovacic asked if it needed to be voiced that the Council is interested in expanding the storage in north fork.

Brown-Kovacic motioned to instruct the water counsel to investigate expansion of storage in the north fork. Rogers seconded the motion. Rogers seconded the motion. With all in favor, THE MOTION CARRIED.

2. Consent Agenda (Christian Samora)

- a) Approval of Agenda
- b) Approval of Minutes: March 7, 2017
- c) Tenderfoot Transmitting, Inc Special Events Liquor License
- d) UV Sterilization Project Bid Award

Brown motioned to combine and approve the items on the Consent Agenda. Bowers seconded the motion.

Granzella stated he was very pleased with the bid on the UV project.

With all in favor, THE MOTION CARRIED.

3. Centennial Park Exercise Equipment Bid Award (Theresa Casey/Kevin Crowley)

Crowley gave an introduction and provided background information.

Casey stated that the request is back on the agenda and more information was provided in the City Council packet. She stated that it is a replacement of existing equipment as opposed to something new. She stated that they are requesting that Council approve the request.

Brown asked for clarification on whether or not it is subject to the competitive bid law. Brown continued to state that the project does not fit the definition of the bid law.

Hallett stated that there was mention to buy and replace equipment at Alpine Park. Casey stated that the merry-go-round is not compliant with the playground safety standards.

Brown-Kovacic motioned to approve the bid award for the Centennial Park Exercise Equipment to EXO Fit Outdoor Fitness. Rogers seconded the motion. With all in favor, THE MOTION CARRIED.

4. Aquatic Center Soaking Pool Engineering Design Bid Award (Theresa Casey)

Casey gave an introduction and provided background information. Casey explained that in late 2015 the City Council approved contracts for the soaking pool and spray feature. She stated that the City Council cancelled the agreement with DSI following an issue with the way the bid was awarded, but did not cancel the contract with the architect.

Brown-Kovacic clarified that phase II was listed at a higher amount.

Granzella asked if the price on Phase III will be close to the estimate.

Casey stated that it will be very accurate.

Bowers asked if the line replacement will have any effect on the project.

Brown-Kovacic motioned to approve the bid award for the Soaking Pool Project to Cloward H20. Rogers seconded the motion. With all in favor, THE MOTION CARRIED.

5. Adjustment of Ward Boundary Lines, 2nd Reading & Public Hearing (Samora)

Ordinance 2017-05 an ordinance of the City Council of the City of Salida, Colorado, altering the City Ward Boundaries

Samora gave an introduction and provided background information.

Council Members Brown and Brown-Kovacic expressed concern about providing notice to citizens who would fall within the areas affected by the boundary changes. Samora stated that staff can send out notices and would work to have it complete by the end of the week.

Mayor LiVecchi opened the Public Hearing.

There was not any comment from the public.

Mayor LiVecchi closed the Public Hearing.

Brown motioned to continue the ordinance to the April 4, 2017 City Council Meeting. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

6. SteamPlant Fee Schedule Update (Michael Varnum)

Resolution 2017-13 adopting a revised 2017 fee schedule for the Salida SteamPlant Event Center

Varnum gave an introduction and provided background information.

Rogers motioned to approve Resolution 2017-13, a resolution of the City Council, City of Salida, adopting a revised 2017 fee schedule for the Salida SteamPlant Event Center. Bowers seconded the motion.

Hallett asked how many dates are booked. Varnum stated that from May thru October there are not any Saturdays available.

Brown-Kovacic asked if non-profits pay the same rate as any other organization. Varnum confirmed that the rates for everyone are the same.

7. SteamPlant Facility Use Agreement Update (Michael Varnum)

Resolution 2017-14 approving rental contracts for the SteamPlant Theater and Event Center

Varnum gave an introduction and provided background information.

Hallett asked if the contract had been expanded. Varnum stated that the contract has been condensed.

Rogers motioned to approve Resolution 2017-14, a resolution of the City Council, City of Salida, approving rental contracts for the SteamPlant Theater and Event Center. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

8. HRRMC Annexation Substantial Compliance (Beverly Kaiser)

Resolution 2017-15 finding the Heart of the Rockies Regional Medical Center annexation petition to be in substantial compliance with State Statutes and setting a Public Hearing on said petition

Kaiser gave an introduction and provided background information.

Bowers motioned to approve Resolution 2017-15, a resolution of the City Council, City of Salida, finding the Heart of the Rockies Regional Medical Center annexation petition to be in substantial compliance with State Statutes and setting a Public Hearing on said petition. Rogers seconded the motion.

Brown clarified that after this resolution is passed, that it is a public hearing before the City Council.

Kaiser stated that it would be before both the City Council and the Planning Commission.

With all in favor, THE MOTION CARRIED.

9. Snyder Annexation Substantial Compliance (Beverly Kaiser)

Resolution 2017-16 finding the Snyder annexation petition to be in substantial compliance with State Statutes and setting a Public Hearing on said petition

Kaiser gave an introduction and provided background information.

Brown motioned to approve Resolution 2017-16, a resolution of the City Council, City of Salida, finding the Snyder annexation petition to be in substantial compliance with State Statutes and setting a Public Hearing on said petition. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

10. Citizen Appointments to the Planning Commission (Christian Samora)

Resolution 2017-17 approving citizen appointments to the Planning Commission

Samora gave an introduction and provided background information.

Samora called roll of the City Council to determine which of the two alternate Planning Commission Members would become a regular member. The consensus was that Dori Denning would become the regular Planning Commission Member and therefore, creating a vacant alternate seat.

Samora then called roll of the City Council to determine which of the new applicants would become the new alternate Planning Commission member. The consensus was that Donald Burnette would become the new alternate Planning Commission member.

Brown motioned to approve Resolution 2017-17, a resolution of the City Council, City of Salida, approving citizen appointments to the Planning Commission to be Dori Denning as a regular Planning Commission member and Donald Burnette as an alternate Planning Commission member. Granzella seconded the motion. With all in favor, THE MOTION CARRIED.

11. Citizen Appointments to the Historic Preservation Commission (Christian Samora)

Resolution 2017-18 approving citizen appointments to the Historic Preservation Commission

Samora gave an introduction and explained that there are three vacant positions on the commission, but there was only one applicant.

Hallett asked if others can be added to the Commission as a later time. Samora confirmed.

Brown motioned to approve Resolution 2017-18, a resolution of the City Council, City of Salida, approving citizen appointment to the Historic Preservation Commission to be Janine Zeman. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

12. Citizen Appointments to the Salida Airport Board (Christian Samora)

Resolution 2017-19 approving citizen appointments to the Salida Airport Board

Samora gave an introduction and provided background information.

Samora called roll of the City Council to determine who would be selected for appointment to the Salida Airport Board. After calling roll, the consensus of the City Council was to appoint Kyle Armstrong to the

Salida Airport Board.

Bowers motioned to approve Resolution 2017-19, a resolution of the City Council, City of Salida, approving citizen appointment to the Salida Airport Board to be Kyle Armstrong. Granzella seconded the motion. With all in favor, THE MOTION CARRIED.

13. 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

Kaiser gave an introduction and provided background information.

Brown-Kovacic stated that in the meeting with the planning commission there was discussion about funding an enforcement officer.

Bowers stated that he felt it really should be a fireman.

Brown asked where it would be in the code if it was left in.

Granzella stated that the fire department has requested to not do the inspection.

Bomer stated that if the fire department is taking responsibility for the property, then the City may be liable. Bomer continued to state that the owner may need to present something to their homeowners insurance.

Brown-Kovacic felt that maybe there should be an annual inspection and maybe the owner should be responsible to bring someone in to inspect the home.

Brown stated that usually when you buy a home that you typically choose someone off of a list.

Granzella asked how a person would determine if an inspector is qualified.

Brown suggested continuing the item. Bowers was in agreement.

Granzella asked about cost recovery as well.

Patterson summarized what Council was requesting.

Brown motioned to continue the ordinance to the next meeting. Rogers seconded the motion. With all in favor, THE MOTION CARRIED.

14. Short-Term Rental Housing Regulations, 1st Reading (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 46-D in the Land Use and Development Code of the Salida Municipal Code in order to establish operational regulations for Short-Term Rental Businesses

Kaiser gave an introduction and provided background information.

Rogers asked if the Sage Generation room rentals would be impacted.

Brown-Kovacic asked about the enforcement. Kaiser stated that it will be addressed later on.

Brown-Kovacic motioned to approve 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 46-D in the Land Use and Development Code of the Salida Municipal Code in order to establish operational regulations for Short-Term Rental Businesses, schedule a public hearing for April 18, 2017 and ordering the ordinance to be published in full. Rogers seconded the motion.

Granzella asked if the new Community Development Director will have time to look at it. Patterson stated that everyone will have to come up to speed.

With all in favor, THE MOTION CARRIED.

VII. EXECUTIVE SESSION

Brown motioned to adjourn to Executive Session for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSE: Miller Bomer CORA & Harder COML Litigation/Mediation; and SNRCDC Divestiture. Granzella seconded the motion. With all in favor, THE MOTION CARRIED.

VIII. REPORT/DISCUSSION

Brown reported that they met in Executive Session and received advisement on a number of issues. Brown stated that there was also advisement on the indemnity demand. Brown referenced that the RV Dump will need to be removed and the solar panels will need to be removed.

Patterson stated that in regard to the RV dump station, the City could either renegotiate the lease or Council could direct staff to remove the equipment . He stated that he can work with Public Works to remove the equipment.

Granzella stated that he would like to have some partnership with Poncha Springs.

Patterson stated that he will need info from the attorney and it will take time to remove the solar panels.

Brown stated that there were also updates regarding the title issues surrounding the NRCDC property. Potentially forming a team of negotiators to determine how the buyer for Lot 4 can get a clean title.

Brown stated that in regard to the title to the FS Building, advisement was given as to what might be feasible and the best thing to do would be to issue a quitclaim deed.

The Council was in agreement.

Brown stated that on the other side there are complex issues relative to the property. Having received advisement, he wanted to seek a second legal opinion. Granzella stated he was in agreement for a second opinion. Bowers stated that he would like to recommend Lee Phillips. There was not any opposition to retain Lee Phillips.

The Bomer Harder, the CIRSA defense council has exhausted their budget and the Council may need to consider transfer that issue to another outside council.

Granzella motioned to approve engaging with Lee Phillips as outside counsel for the SNRCDC, CORA and COML matters . Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

1. 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

Granzella motioned to continue the ordinance to April 4, 2017. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

2. Administrator/Deputy City Clerk

- City Administrator Report –Guy Patterson

Patterson reported that the Work Force Center had phone issues for a month and was not able to

receive a phone call for a month. He stated that the State was happy with the City's response, but CenturyLink was difficult to work with.

Two candidates will be interviewed for the Community Development Director position this week and an offer will likely be made.

Hallett asked how many applied. Patterson stated that there were 20 applicants. Patterson continued to state that he narrowed it down to five phone interviews and two in person interviews. Patterson has been meeting with staff regarding the budgets and has been very pleased with the response.

3. Elected Official Reports

- City Council- Michael Bowers, Hal Brown , Cheryl Brown-Kovacic, Rusty Granzella, Melodee Hallett and Eileen Rogers.

Rogers stated that to be accurate, she listened to the January 3, 2017 Executive Session and the City Attorney did in fact speak about the MacDonald documents. She stated that she regretted making statements that were not accurate. She stated that it was more important that the Council received the documents a month after they had been received. Rogers stated that the Council Members were not involved in the decision making process in response to the letter.

Brown stated that he received a request from a senior citizen from Columbine Manor regarding dust at the recycling center. He stated that the citizen was very pleased after Public Works treated the area for dust and the conditions were greatly improved.

Bowers was contacted by Larry Sherwood regarding the placement of boulders regarding the placement of rocks for Fred Lowry. He will be meeting on Friday to select rocks for the dedication. Bowers stated that it will be about \$780 to have the etching completed.

IX. NEW BUSINESS

Granzella asked about getting parking lines painted.

Mayor LiVecchi stated that he is trying to standardize bidding and paperwork. He stated that he would like it up on an upcoming work session. Patterson stated that a waterline agreement was sent to the attorneys and a lot of changes were made. Staff would like to be proactive about having various agreements written to have a basic text with minimum requirements. Patterson stated that it will be helpful to have that draft language to start with.

Brown-Kovacic stated that it will be helpful for Council to have the opportunity to review the requirements for annexation agreements. Patterson stated that it would be like a proforma document that will have any requirements and statutory requirements.

X. OLD BUSINESS

Brown-Kovacic stated that she met with Patterson regarding the priority form. She stated that each Council member could list the goals included with Patterson's handout. She continued to stated that the objectives could also be prioritized.

The Council was in agreement to complete the forms and have them back to Council by the 3rd of April.

Brown-Kovacic stated that Steve Rabe sent out a future schedule. Brown-Kovacic continued to stated that there was a discussion scheduled on 3/20 regarding the City Attorney's contract. Kovacic stated that on February 7th there was a discussion regarding the City Attorney costs. She stated that ahead of time she would be glad to write out some suggestions for the Council packet.

Hallett stated that she felt it was premature. Hallett stated that there has never been another review on another attorney.

LiVecchi stated that he agreed there should be protocols in place. He stated that he was okay with that portion of it. He stated that he doesn't want the Council bombarding staff without going through Patterson or the Attorney.

Patterson stated that it could be placed on the next work session regarding the interaction between Council and staff and between Council and the Attorney.

Brown-Kovacic stated that she recommended that the stage and rails trails be taken out of the CTF fund and asked if a resolution needed to be done to accomplish that. Patterson clarified that the expenditure is \$1,000 from CTF to the Colorado Stage and Rails Trails.

Brown-Kovacic stated that the GARNA request was withdrawn. Patterson stated that they are charged a sewer fee. He stated that it looks like the community garden is being leased. He stated that the account next door has a fee for a duplex and the fee cannot be waived because it is a duplex. He stated that the properties are adjoined. Patterson stated that it is basically one lot and the interior lot line has been vacated. Patterson stated that basically a check would need to be cut or to not honor the commitment. Patterson stated that he has a call into the organization.

Brown-Kovacic stated that at this point it will be left to Patterson to investigate the matter further.

The meeting adjourned at 11:57 P.M.

XI. ADJOURN –

[SEAL]

Deputy City Clerk

James LiVecchi, Mayor



UPPER ARKANSAS SERVICE CLUB
P.O. BOX 1312
SALIDA, CO 81201

March 12, 2017

Christian R. Samora
Deputy City Clerk
448 E. 1st Street, Ste. #112
Salida, CO 81201

To whom it may concern:

The Upper Arkansas Service Club will put on the annual Community Easter Egg Hunt this year. This annual event is held at Thonoff Park on the Saturday before Easter. This year the date is April 15.

We would also like to request that the park rental fee be waived as has been done in the past

Here is the schedule:

- 8:30 Event set up by Service Club members and other volunteers
 - Set up a couple of tables for prizes , etc.
 - A couple of areas are roped off so that children in different age groups are separated.
 - Plastic eggs are hidden
- 9:30 Easter Bunny arrives on a Salida fire truck.
- 10:00 Egg hunt
 - Children find all the plastic eggs
 - Raw egg toss
- 10:15 Clean up

More logistics:

We arrange for trash barrels, porta potty and street barriers.

Yours truly,

Lowell Brooks
For UASC
1412 I St, (539-3074)
Salida, CO 81201

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 3/14/17

1. Event location(s): Thonoff Park (Easter Egg Hunt)
2. Date(s) & times(s) of event: Saturday April 15, 2017 8:30 - 10:00am
3. Individual or organization sponsor(s): Upper Arkansas Service Club
 Address: P.O. Box 1312, Salida, CO 81201
 Telephone: 539-3074 Email: lwbrooks1940@gmail.com
4. Contact person: Lowell Brooks
 Address: 1412 I St. Salida, CO 81201
 Telephone: 539-3074 Email: lwbrooks1940@gmail.com
5. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
See attached
6. Estimated number of people: 300 - 400
7. Are street closures proposed in your event? yes If yes, where and when? Crestone in front of Court House
April 15, 2017 8-10am
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 _____ No X
If yes, please fill out the attached **AMPLIFIED SOUND PERMIT**.

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

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

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

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

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

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

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

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

16. Will you require any law enforcement services specific for your event?
Yes _____ No X

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

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

17. Where do you plan for people to park for your event? on public streets

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

Fire ~~the~~ department is aware of event - They
bring the Easter bunny on a fire truck

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

20. Please list any needs or requirements that have not been covered. N/A

Signed:

Event Sponsor: _____

J. Brooks

Date: _____

2/11/2017

APPLICATION B Fees:

Park Fee:

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

Electricity:

N/A \$10

Damage Deposit:

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

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

Liquor Permit:

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

**Total Fees
to City of Salida:** _____

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

- o Liquor - City \$75
- o Liquor - State \$25
- o Damage Deposit \$75 or \$150
- o Park Fees (see above)
- o Electricity \$10
- o 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 though Friday to make arrangements to pick up and return them. The event sponsors will be responsible for any weekend security of City property.

Permit #: _____



MEETING DATE: April 4, 2017

AGENDA ITEM TITLE: Cancellation of Whittington Professional Services Agreement

PRESENTED BY: Theresa Casey, Arts & Recreation Director

AGENDA SECTION: Consent Item

REQUEST:

To cancel the remainder of a Professional Services Agreement with Sarah Whittington Architecture

BACKGROUND REVIEW:

Sarah Whittington Architecture was contracted with to provide architecture services for the Aquatic Center Locker rooms. During the Locker room project an amendment to the Whittington agreement was passed by City Council to add services for developing and outdoor soaking pool and spray pad feature.

Subsequently a lawsuit was filed and City Council determined the best course of action was to cease the outdoor soaking pool and spray pad feature project and cancel the Amendment to the agreement. Any expenses incurred prior to the date of cancellation have been paid to Whittington.

RECOMMENDATION:

Council should make a recommendation to formally cancel the remainder of the Amendment to the Professional Services Agreement with Sarah Whittington Architecture for the outdoor soaking pool and spray feature.



CITY COUNCIL AGENDA ITEM

MEETING DATE: April 4, 2017

AGENDA ITEM TITLE: Revision of Ward Boundaries to Balance City Wards, 2nd Reading & Public Hearing

PRESENTED BY: Betty Schwitzer, City Clerk & Christian R. Samora, Deputy City Clerk

BACKGROUND REVIEW:

At the February 21, 2017 City Council Meeting, the City Clerk announced to the City Council that an ordinance to revise the City Ward boundaries to better balance the number of registered electors in each Ward would be brought forward for consideration at the March 7, 2017 City Council Meeting. The Ward Boundaries were previously amended in 2015 to align the boundaries with the Chaffee County Precincts. C.R.S. 31-10-502 states that a precinct cannot be located within more than one ward; however, more than one precinct may be located within a single ward.

The attached ordinance would simplify and balance the Wards within the City. In addition, the new boundaries take into account upcoming development that will be constructed in Ward 3 in the very near future. Below is a table showing the current number of active voters in each Ward and estimated numbers if the changes are adopted.

Ward	Current (adopted 2015)	Proposed (estimated)
Ward 1	1589	1348
Ward 2	1322	1492
Ward 3	969	1383

*Estimated Ward 3 figure included new development.

Chaffee County has reviewed the proposed changes and has confirmed that they will align properly with precincts.

At the March 21, 2017 City Council meeting, the City Council continued the item until April 4, 2017, so that staff could send notices to citizens in areas that would have a change in wards. Staff used a combination of voter registration records and property records to compile a list of resident to send notices to. A total of 605 notices were sent out on March 27, 2017.

RECOMMENDATION:

A Public Hearing should be opened to allow for the public to comment. Following the Public Hearing, a Council person should make a motion “to approve Ordinance No. 05, 2017, 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.” Followed by a second and a roll call vote.

ATTACHMENTS:

- Ordinance 2017-06
- 2017 Ward Map

CITY OF SALIDA, COLORADO
ORDINANCE NO. 05
(Series of 2017)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ALTERING THE CITY WARD BOUNDARIES.

WHEREAS, the City of Salida (the “City”) has previously adopted municipal wards and election precincts in 1985 and 2015, as described in Section 2-1-40 of the Salida Municipal Code, pursuant to C.R.S. 31-10-502; and

WHEREAS, The Ward Boundary adjustments made in 2015 were to correct several misalignments with the Chaffee County Voter Precincts ; and

WHEREAS, The City Council wishes to make adjustments to the City Ward Boundaries to better balance the number of registered voters in each ward ; and

WHEREAS, the City Council believes that a clear and orderly election process is essential to the functioning of the City as a democratic representative government; and

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

1. Incorporation of Recitals. The aforementioned recitals are hereby fully incorporated herein.
2. Approval of Changes to Ward Boundaries. City Council hereby approves of the changes to the municipal Ward and Precinct boundaries, attached as EXHIBIT 1.
3. Code Amendment. Section 2-1-40 of the Salida Municipal Code is hereby repealed and reenacted as follows:

Sec. 2-1-40. – Election wards and precincts.

- (1) Ward and Precinct No. 1: All that part of the City of Salida which lies north of the Arkansas River westerly of “C” Street (extended northeasterly) , north of U.S. Highway 50, and west of the following line: Commencing on the southerly side of the Arkansas River at the centerline of “F” Street and thence proceeding southwesterly to Sackett Avenue; thence northwesterly along the centerline of Sackett Avenue to “K” Street; thence southwesterly along the centerline of “K” Street to Third Street; thence southeasterly along the centerline of Third Street to Poncha Blvd; thence southwesterly along the centerline of said Poncha Blvd to Seventh Street; thence southeasterly along the centerline of Seventh Street to “J” Street; thence southwesterly along the centerline of “J” Street to Sixteenth Street; thence southeasterly along the centerline of Sixteenth Street to “I” Street; thence southwesterly along the centerline of “I” Street to U.S. Highway 50.
- (2) Ward and Precinct No. 2: All of that part of the City of Salida which lies south of the Arkansas River, north of U.S Highway 50,

southeasterly of Ward No. 1 and northwesterly of the following described line: Commencing at the point where the centerline of "D" Street (extended northeasterly) meets the centerline of the Arkansas River; thence southwesterly along "D" Street to U.S. Highway 50.

(3) Ward and Precinct No. 3: All that part of the City of Salida which lies north of the Arkansas River easterly of "C" Street (extended northeasterly), easterly of the easterly boundary of Ward 2, south of U.S. Highway 50, southwesterly of U.S. Highway 50 and northeasterly of U.S. Highway 50.

4. Repeal of Prior Ordinance. Any and all ordinances or parts of ordinances in conflict herewith shall hereby be repealed to the extent of the conflict only.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 7th day of March, 2017 and set for public hearing on the 21st day of March, 2017.

INTRODUCED ON SECOND READING at a regular meeting of the Salida City Council, PASSED, ADOPTED and ORDERED PUBLISHED BY TITLE ONLY this 4th day of April, 2017.

CITY OF SALIDA

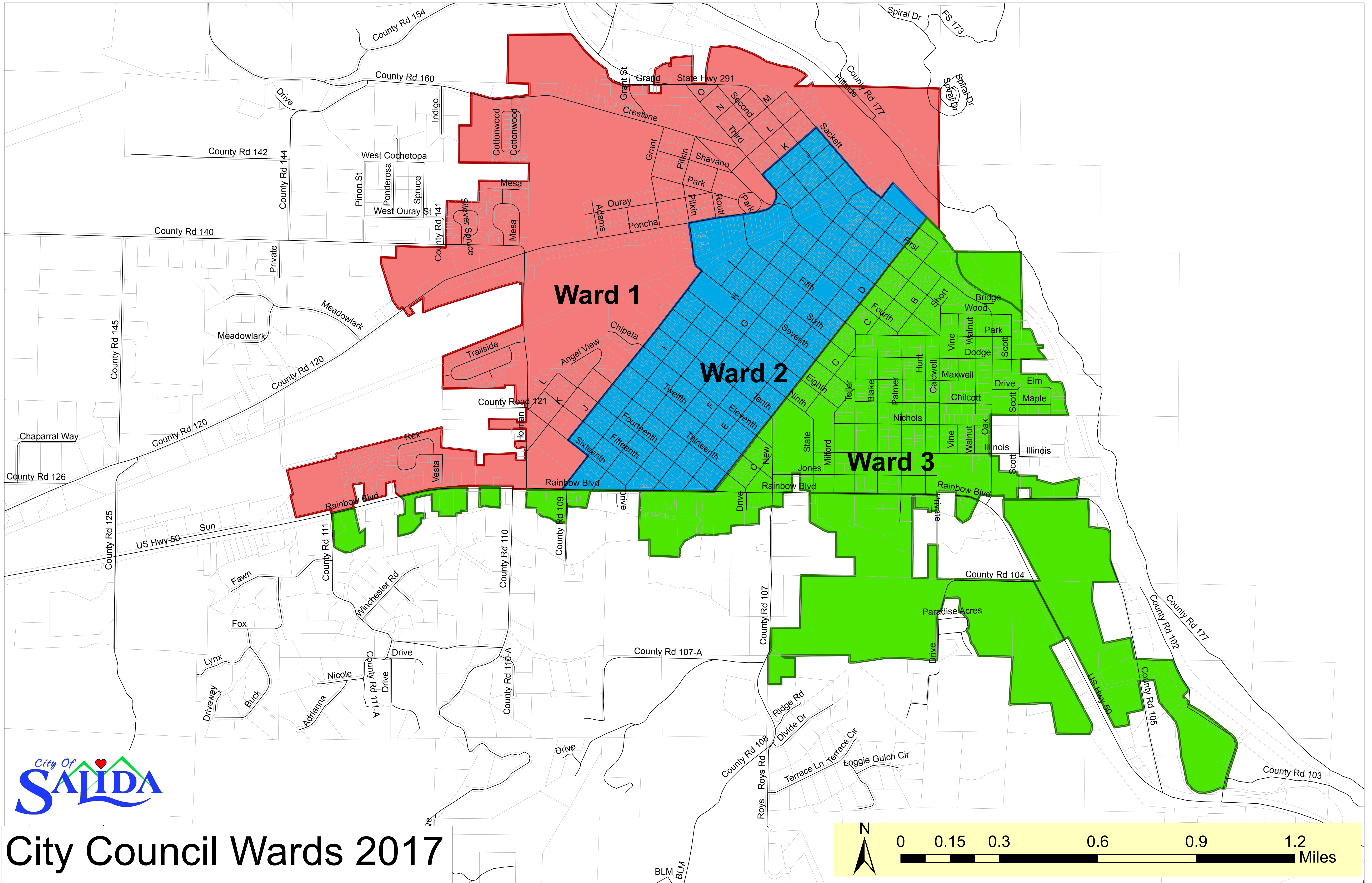
ATTEST:

Mayor, James LiVecchi

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 10th day of March, 2017 and by TITLE ONLY, after the final adoption on the ____ day of March, 2017.

City Clerk/Deputy City Clerk



City Council Wards 2017



STAFF REPORT

MEETING DATE: April 4, 2017
TO: City of Salida City Council
FROM: Beverly J. Kaiser, Community Development Department
SUBJECT: First Reading of Ordinance No. 2017-06 Repeal and Replacement of Article VI, Chapter 6 of the Municipal Code pertaining to Short-term Business Licenses

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.

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.

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 Self Inspection Workksheet.
- (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 Self 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 ___ 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 with 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



CITY COUNCIL AGENDA ITEM

MEETING DATE: April 4, 2017

AGENDA ITEM TITLE: Harriet Alexander Field Ground Lease Agreement
Ordinance 2017-09 An ordinance of the City Council of the City of Salida, Colorado, approving a ground lease with O.A. Pesnell.

PRESENTED BY: Christian R. Samora, Deputy City Clerk

AGENDA SECTION: Scheduled Items

REQUEST:

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.

RECOMMENDATION:

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, setting a public hearing for April 18, 2017 and ordering the ordinance to be published by in full.”

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 ____ 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 BY TITLE ONLY, by the City Council on the ____ 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 ____ day of _____, 2017, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2017.

[SEAL]

ATTEST:

Deputy City Clerk

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

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

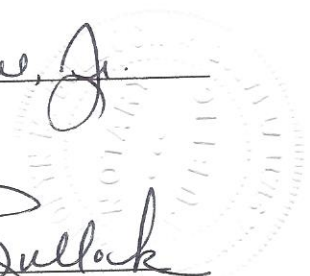
STATE OF Alabama)
COUNTY OF Mobile)ss.

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,

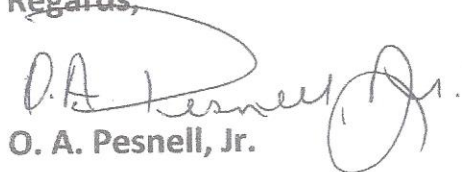
This letter is to reduce to writing as to what I am prepared to contribute as to the cost of the required taxiway that would access the back four (4) units to the proposed eight (8) unit T-hanger.

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, Sircus SR20, Sircus SR22's, single engine Moonies 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

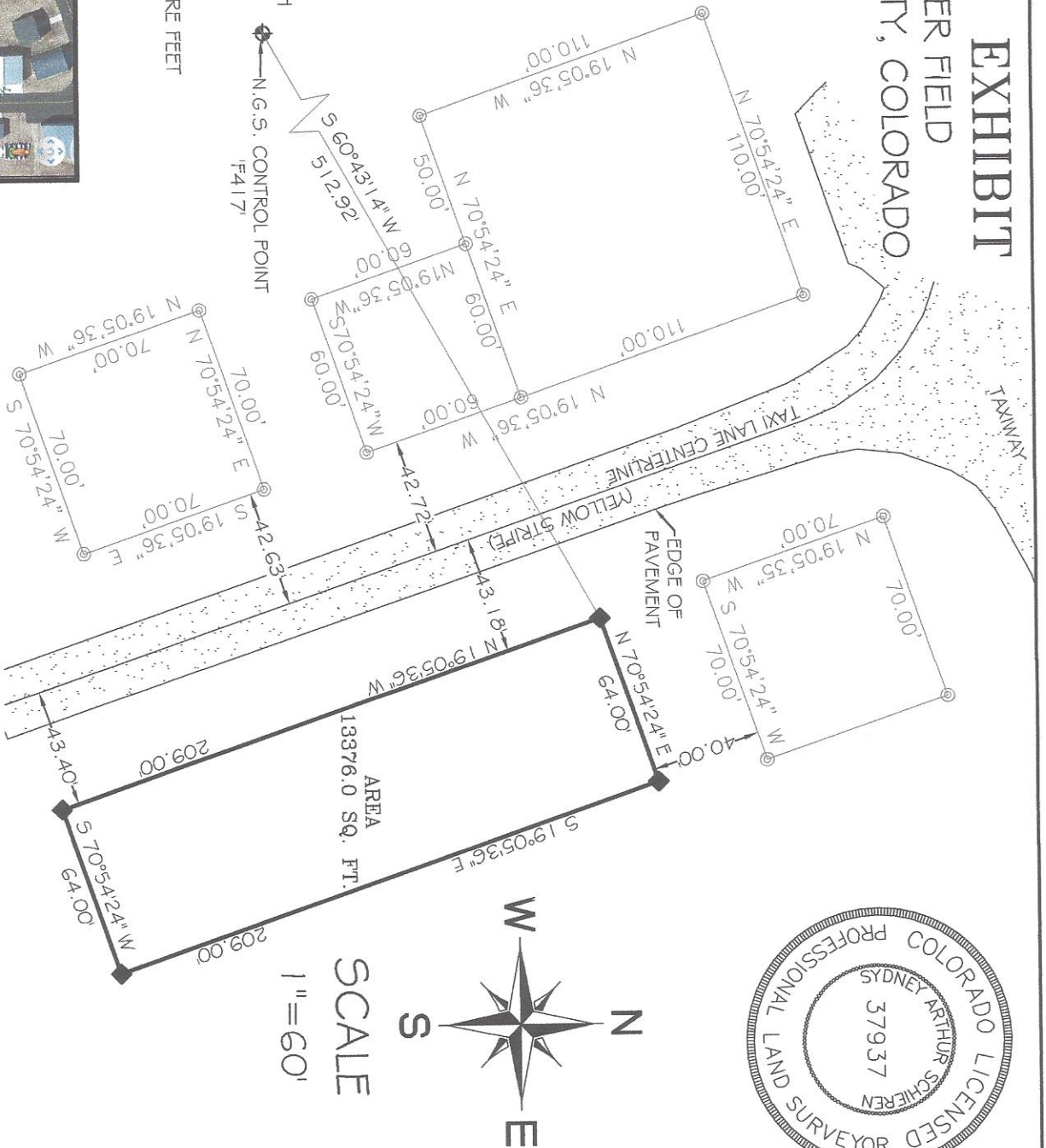
SALIDA, CHAFFEE COUNTY, COLORADO

LEGEND

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

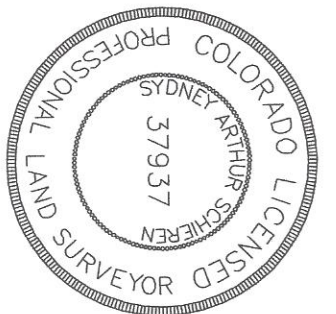
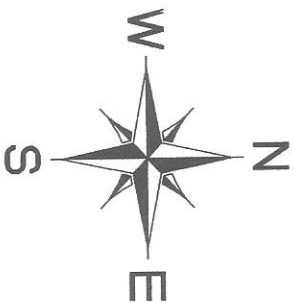
NOTES:

- 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 HUNDRETH OF A FOOT.
 - 6) AREA OF HANGAR LOT = 13376.0 SQUARE FEET
 - 7) 5' BUILDING SETBACK FROM LOT LINES VICINITY MAP
- (NOT TO SCALE)



AREA
13376.0 SQ. FT.

SCALE
1" = 60'



JOB # 16187

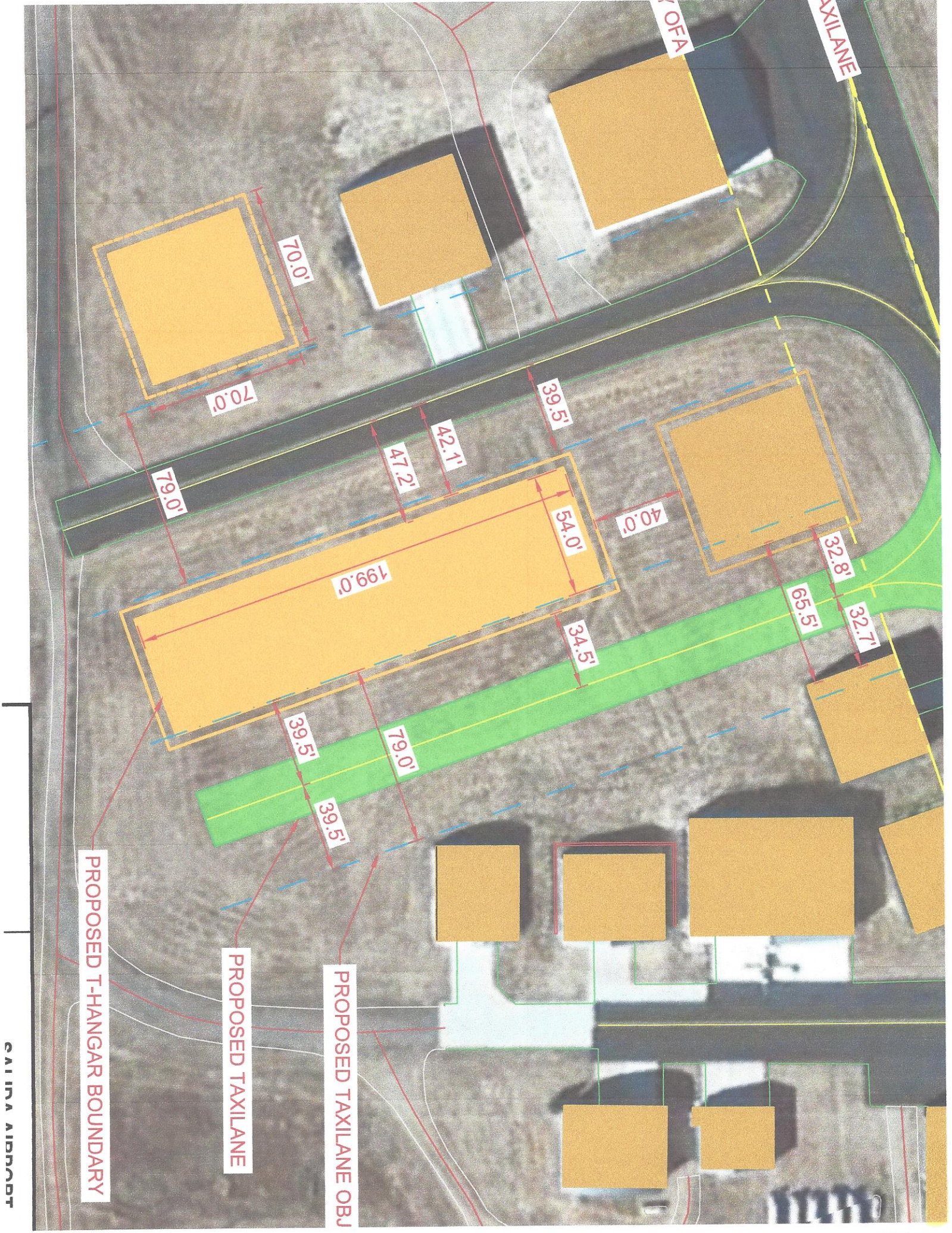
DATE: DECEMBER 8, 2016



LANDMARK

SURVEYING & MAPPING

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



PROPOSED T-HANGAR BOUNDARY

PROPOSED TAXILANE

PROPOSED TAXILANE OBJ



CHAFFEE COUNTY

Salida Airport Harriett Alexander Field

P.O. BOX 699
SALIDA, CO 81201

PHONE (719) 530-5565
FAX (719) 539-7442

WEBSITE www.chaffeecounty.org

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.



CHAFFEE COUNTY

Salida Airport Harriett Alexander Field

P.O. BOX 699
SALIDA, CO 81201

PHONE (719) 530-5565

FAX (719) 539-7442

WEBSITE www.chaffeecounty.org

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.



CITY COUNCIL AGENDA ITEM

MEETING DATE: April 4, 2018

AGENDA ITEM TITLE: Mutual Aid Agreement: Western Fremont and Custer County Fire Agencies

PRESENTED BY: Doug Bess, Fire Chief

AGENDA SECTION: Scheduled Item

REQUEST:

To approve an updated Interagency agreement for Mutual Aid between the Salida fire Department and departments in Western Fremont and Custer Counties.

BACKGROUND REVIEW:

Jurisdictions across the United States utilize mutual aid assistance in the event of large-scale incidents or disasters. Emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than that agency can handle. This is an updated agreement to the original that was approved by Resolution 2011-71 on November 1, 2011. Updates include extending the Mutual Aid period from 8 hours to 24 hours and the reimbursement process once the 24 hours is reached. This is consistent with other aid agreements that the city is a party to.

RECOMMENDATION:

A Council person should make a motion to approve Resolution 2017- 20, a resolution of the City Council of the City of Salida, Colorado, approving a mutual aid agreement between the city of Salida and Western Fremont and Custer County fire agencies.

Followed by a second and then a voice vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 20
(Series 2017)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING MUTUAL AID AGREEMENT BETWEEN THE CITY AND WESTERN FREMONT
AND CUSTER COUNTY FIRE AGENCIES.**

WHEREAS, Intergovernmental/Interagency agreements to provide functions or services including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203 C.R.S. (1986); and

WHEREAS, it would serve the public welfare and be in the best interest of all of the parties to this agreement to participate in an automatic-aid agreement as emergencies arise in one or another jurisdictions. The ability to provide adequate resources in a timely manner will minimize the impact of an incident and prevent additional and unnecessary loss; and

WHEREAS, this mutual aid agreement addresses the term of response, responsibility of the parties, provides for pursuit of legal reimbursement and the ability to terminate this agreement within 30 days should the City determine it is not in its best interest.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council hereby approves the Mutual Aid Agreement between the City and Fire Protection Agencies in Western Fremont and Custer Counties authorizing the Mayor to execute the Agreement on behalf of the City.

**RESOLVED, APPROVED, AND ADOPTED this 4th day of April, 2017.
CITY OF SALIDA, COLORADO**

CITY OF SALIDA

By: _____
James LiVecchi, Mayor

[SEAL]

ATTEST:

City Clerk

INTERAGENCY AGREEMENT FOR MUTUAL AID BETWEEN FIRE DEPARTMENTS

THIS INTERAGENCY AGREEMENT FOR MUTUAL AID BETWEEN FIRE DEPARTMENTS (the "Agreement") entered by and between the organized Governmental entities and Fire Departments whose signatures are affixed hereto:

WITNESSETH:

WHEREAS, intergovernmental/interagency agreements to provide public functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203, C.R.S. (2011); and

WHEREAS, the parties hereto are each authorized to lawfully provide, establish, maintain and operate firefighting and other emergency services; and

WHEREAS, each of the parties hereto maintain emergency equipment; and

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel and equipment of a single party can handle, or emergencies of such intensity may occur that cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of each of the parties that it may have service of and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies; and

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this Agreement; and

WHEREAS, establishment of this Agreement will serve a public purpose and will promote the safety, security and general welfare of the inhabitants of the parties; and

WHEREAS, the following definitions shall apply for the application of this Agreement:

- Automatic Aid: Request for additional assistance being automatically requested upon initial dispatch and pre-arranged agreements.
- Mutual Aid: Request for additional assistance being dispatched only upon the request of the receiving jurisdiction in accordance with this Interagency Agreement for Mutual Aid between Fire Departments.

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. The provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, are incorporated herein by this reference. Said statute shall control in the event of a conflict between the statute and this agreement.

3. The parties specifically acknowledge and agree that this Agreement provides for the joint exercise by the parties of the public functions and services provided herein, but does not establish a separate legal entity to do so, nor does any party constitute an agent of any other party for any purpose whatsoever. The parties further acknowledge that this Agreement provides only for sharing of in-kind services and costs by the parties toward the establishment of a common mutual goal.
4. The parties agree that in the event there are fires or other emergencies in the territory served by one party which are beyond the control of the Fire Department of that party – whether because of the use of its equipment at other places, or whether because of the intensity of the emergency or otherwise – each party agrees, subject to the limitations set forth herein, to aid and assist the other party, by causing and permitting their respective Fire Department and its equipment to be used in responding to emergencies in the territorial area of any of the other parties. The need for such aid and assistance shall be determined by the Fire Department of the party requesting assistance, subject however to the following limitations:
 - a) In the event a party hereto needs its emergency equipment or personnel for use within its own service territory, or in the event that the terms of the paragraph 9 below apply, such party shall be excused from making its equipment or personnel available to any of the other parties. Such decision shall be made by the Fire Department of the party requested to give mutual aid, in the exercise of its sole discretion, which decision shall be final and conclusive.
 - b) Each party's performance shall be subject to appropriation of funds by its City Council or governing legislative body, and payment of such funds into the treasury of such party.
5. By executing this Agreement, the parties acknowledge that mutual aid response pursuant to this Agreement by the parties beyond their respective political boundary is hereby deemed to be approved by the parties' respective Executive and Legislative governing bodies and Fire Chiefs.
6. The extent of the Mutual Aid period, (as measured from the time of dispatch for request of Mutual Aid) will be twenty-four (24) hours, unless extended by agreement between parties.
7. Each party shall, at all times, in the first 24 hours, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursement under paragraph 12, below.
 - a) After the initial 24 hour period, the agency having jurisdiction may be billed for services provided by the assisting agencies in accordance with the aiding agencies' established Colorado Resource Rate Form (CRRF) agreement. If the assisting agency does not have a valid CRRF, billing will be accomplished using the State of Colorado's standard CRRF agreement. The reimbursement guideline for personnel shall either be the assisting department's established co-operator rate, or, if none exists, the National Wildfire Coordinating Group (NWCG) pay matrix.

- b) In case the incident is part of a disaster declaration made by any authorized government body, or it is likely the incident will be included in a disaster declaration, the agencies may submit for reimbursement of the expenses in accordance with their existing Colorado Resource Rate Form (CRRF) agreements. As above, if the agency has no CRRF agreement in place, billing will be accomplished using Colorado's standard CRRF agreement. Agencies involved in the mitigation of ANY incident should ensure accurate records of time and resources expended are maintained.
8. The parties hereby waive all claims and causes of action against each other party for compensation (except as set forth in paragraph 12, below), damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement.
 9. Each party shall be expected, but not required, to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to respond to ordinary and routine emergencies arising within its respective boundaries, However, no party shall have the reasonable expectation of any other party to respond to emergency calls when emergencies arise due to a failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the respective demands of the persons and property within each of the parties' respective jurisdictions.
 10. The parties agree to allow any other municipal or quasi-municipal Fire Department to join in this Agreement after formal approval by its governing body and notification and approval by each of the other parties to the Agreement, without change of any other terms or conditions of the Agreement.
 11. The parties agree that for each call occurring within its respective jurisdiction for which it has requested Mutual Aid pursuant to this Agreement; the requesting party will reasonably pursue any and all legal reimbursement possible pursuant to state or federal laws on behalf of all parties responding under this Agreement, including but not limited to reimbursement for hazardous materials incidents occurring within its jurisdiction. Upon receipt of full or partial payment to the party seeking reimbursement pursuant to this paragraph, said party shall be legally obligated to distribute the reimbursement received in a fair and equitable manner to assisting parties based on their relative documented expenses for the involved incident.
 12. Nothing contained in this Agreement, nor performance under this Agreement by personnel of the parties hereto, shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers' Compensation coverage shall be structured in C.R.S. 29-5-109.
 13. The parties agree that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the

remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of the various parties and the ordinances and regulations enacted pursuant thereto.
15. The parties agree that the National Incident Management System (NIMS) will be utilized and applied to ensure the safety and organizational efficiency of personnel.
16. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder, without the prior written consent of all of the other parties.
17. The parties expressly acknowledge and agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, It is the express intention of the named parties that any person other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
18. Any party hereto may terminate this Agreement with or without cause upon thirty (30) days prior written notice to each of the other parties.
19. This Agreement shall be executed in counterparts, each of which shall be deemed to be an original of this agreement.
20. Various parties to this Agreement may be parties to previously existing Mutual Aid Agreements, which are more detailed and specific than this Agreement. In such an event, any pre-existing Mutual Aid Agreements and the terms thereof between any of these parties shall be considered the primary agreement between those parties and shall have priority over this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature hereto.

City of Salida:

By: _____
As: _____
Date: _____

Canon City Area Fire Protection District:

By: _____
As: _____
Date: _____

South Arkansas Fire Protection District:

By: _____
As: _____
Date: _____

Florence Fire Department

By: _____
As: _____
Date: _____

Howard Volunteer Fire Department:

By: _____
As: _____
Date: _____

Western Fremont Fire Protection District:

By: _____
As: _____
Date: _____

Wetmore Fire Department:

By: _____
As: _____
Date: _____

Wet Mountain Fire Protection District:

By: _____
As: _____
Date: _____

Deer Mountain Fire Protection District:

By: _____
As: _____
Date: _____

Cotopaxi Fire Rescue:

By: _____
As: _____
Date: _____

Tallahassee Volunteer Fire Protection Inc.:

By: _____
As: _____
Date: _____

CITY OF SALIDA, COLORADO
RESOLUTION NO. 21
(Series of 2017)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN
THE CITY OF SALIDA AND STEVE TAFOYA**

WHEREAS, The City wishes to approve a settlement agreement and mutual release between the City of Salida and Steve Tafoya; and

WHEREAS, the City Attorney has prepared a Settlement Agreement and Mutual Release with respect litigation that is acceptable to the Plaintiff therein (the “Settlement Agreement”).

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

Section 1. The aforementioned Recitals are incorporated herein and adopted as findings and determinations of the City Council.

Section 2. The Salida City Council approves the terms of the Settlement Agreement attached as **Exhibit A** and authorizes the Mayor to execute the Settlement Agreement on behalf of the City.

RESOLVED, APPROVED and ADOPTED this 4th day of April, 2017.

CITY OF SALIDA, COLORADO

By: _____
James LiVecchi, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made and entered into as of March ___, 2017 (the “Effective Date”), by and between the City of Salida (“City”) and Steve Tafoya, (“Mr. Tafoya”) (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Mr. Tafoya filed a declaratory judgment lawsuit against the City, titled *Steve Tafoya v. City of Salida and the City Council thereof; Diesslin Structures, Inc. (Chaffee County District Court, Case Number 2015CV30043)* (the “2015 District Court Case”); and

WHEREAS, Mr. Tafoya, the City and Diesslin Structures, Inc. (“DSI”) subsequently entered into a Settlement Agreement and Release (the “Settlement Agreement”); and

WHEREAS, Mr. Tafoya obtained a contractual cost and fee concession from the City related to the 2015 District Court Case as part of the Agreement; and

WHEREAS, Mr. Tafoya City maintains that the City still owes him approximately Five Hundred and Fifteen Dollars (\$515.00) in reimbursable costs and fees pursuant to the Agreement; and

WHEREAS, Mr. Tafoya maintains that the City has engaged in other potentially actionable conduct related to municipal budgetary practices; and

WHEREAS, the Parties nevertheless wish to resolve their differences for the benefit of the City.

Accordingly, the City and Mr. Tafoya, for good and valuable consideration as outlined herein, therefore covenant and agree as follows:

1. Mutual Waiver and Release of Existing Claims.

Except as otherwise outlined herein or in the Settlement Agreement, the City, on the one hand, and Mr. Tafoya, on the other hand, on behalf of themselves, as well as any agents, successors, assigns, representatives, managers, administrators, employees, staff, or affiliated parties, hereby release and discharge each other, and all of each other’s agents, successors, assigns, representatives, managers, administrators, employees, staff, or affiliated parties, fully and finally, from and against any and all rights, demands, claims, disputes, actions, liabilities, set-offs, causes of action, suits, debts, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, rights, variances, damages, or judgments (collectively, the “Released Claims”) that may exist as of the time of this Agreement, whether claimed or unclaimed, contingent or actual, anticipated or unanticipated, known or unknown, foreseen or unforeseen, including but not limited to, injuries or damages of any kind or nature, or which may thereafter in any way grow out of or be connected with the 2015 District Court Case

or the Settlement Agreement, other than claims to enforce this Agreement or the surviving terms of the Settlement Agreement.

2. Waiver and Release of Defenses.

Each of the Parties also unconditionally waives any right to protest, object to, litigate or contest, in any form or by any means whatsoever, the binding character and enforceability of each and every term of this Agreement or the surviving terms of the Settlement Agreement. Each of the Parties further unconditionally waives any and all claims and contentions to the effect that such Party did not understand the terms and provisions of this Agreement at the time of execution and delivery, and/or that the terms and provisions of this Agreement are unconscionable, unfair, inequitable, burdensome, or oppressive in any way.

3. Mr. Tafoya's Reservation of Rights.

Except for matters directly related to the 2015 District Court Case, nothing in this Agreement or the Settlement Agreement will impact Mr. Tafoya's future rights with respect to the City for matters that have not manifest or arisen to date. Without limiting the foregoing, Mr. Tafoya specifically reserves any right he may have as a citizen to contest the propriety and legality of the City's purported transfer of Parcels B through F of the Vandaveer Ranch to the entity known as the Salida Natural Resource Center Development Corporation (the "SNR CDC"). Mr. Tafoya also specifically reserves the right to enforce this Agreement or the surviving terms of the Settlement Agreement.

4. The City's Reservation of Rights.

Nothing in this Agreement will impact the City's right to collect utility bills or other due course assessments that might be owed by Mr. Tafoya to the City, and that are unrelated to the 2015 District Court Case. The City also specifically reserves the right to enforce this Agreement or the surviving terms of the Settlement Agreement.

5. Competency to Execute.

The Parties warrant and agree that no promise or inducement has been offered except as set forth in this Agreement and that this Agreement is executed without reliance upon any statement or representation by the other Party or his representatives or attorneys concerning the nature or extent of any damages or legal liability therefore, and that the Parties are legally competent to execute this Agreement. Mr. Tafoya specifically acknowledges that he has had the opportunity to consult with independent counsel with respect to this Agreement.

6. Full Investigation of the Underlying Facts.

The Parties expressly acknowledge and represent that they have had the opportunity to fully investigate the facts underlying their disputes directly and/or rely solely on their independent investigations and opinions and do not rely on the statements or representations of the other Party or the other Party's agents or attorneys. The Parties acknowledge that they have

carefully read this Agreement and know and understand the contents of this Agreement, and sign this Agreement by their own free account.

7. Right, Title and Interest.

The Parties hereby represent and warrant that there has been no assignment, transfer, conveyance, or hypothecation in whole or in part to any other person, entity, or organization of the released claims. The Parties represent and warrant that they own the entire right, title, and interest in and to warrant that they own the entire right, title, and interest in and to their respective claims.

8. Governing Law.

The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Colorado.

10. Finality of Release.

This Agreement is intended to be final and binding upon the Parties regardless of any claims of mistake of fact or of the law. The Parties have relied upon the finality of this Agreement as a material factor in inducing the Parties' execution of the Agreement. Each Party hereby represents and warrants that such Party has received or has had the opportunity to receive independent legal advice from attorneys of its or his choice with respect to the advisability of entering into, delivering, and executing this Agreement. This Agreement is binding on the Parties' representatives and successors.

11. Entire Agreement.

Except for any due course relationships between the City and Mr. Tafoya as a citizen, this Agreement and the surviving terms of the Settlement Agreement constitute the entire agreement and understanding between the Parties and voids any prior oral agreements between the Parties. This Agreement cannot be changed or amended except by a written instrument signed by the Party against whom the Agreement and any amendment is to be enforced. All agreements and understandings between the Parties are embodied in this Agreement and the surviving terms of the Settlement Agreement, and the Parties understand that the terms of this Agreement are contractual.

12. Interpretation.

As to any questions concerning the meaning, legal nature and binding effect of this Agreement, the Parties represent that they have had the opportunity to seek, consult and receive advice, counsel and explanation from attorneys of their choosing about the terms and obligations under this Agreement, that they freely understand and voluntarily accept the terms of this Agreement, and that any rule of construction that an ambiguity is to be construed against the drafter shall not apply to this Agreement.

13. Incorporation of Recitals.

The Recitals above are incorporated herein and expressly made part of this Agreement.

14. Attorney Fees and Costs.

Each of the Parties shall pay all costs and attorney fees incurred with respect to their disputes.

15. Cooperation.

The Parties will cooperate to issue an acceptable Joint Press Release regarding this Agreement, if deemed advisable by the City.

16. Execution in Counterpart or by Facsimile or Electronically.

This Agreement may be executed by facsimile or electronically and/or in counterparts, each of which shall be deemed an original Agreement and when combined shall constitute one Agreement.

[SIGNATURE PAGES ON SEPARATE PAGE]

Executed this _____ day of March, 2017

CITY OF SALIDA, COLORADO

By: _____
Jim LiVecchi, Mayor

ATTEST:

By: _____
City Clerk/Deputy City Clerk

MR. STEVE TAFOYA

Steve Tafoya, Individually



CITY COUNCIL AGENDA ITEM

MEETING DATE: April 4, 2017

To: Salida City Council

From: Guy Patterson, City Administrator

AGENDA SECTION: Scheduled Items

ITEM TITLE: Resolution 2017-22 - Appropriation of Additional Funds

BACKGROUND:

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. These two requests funded the Stage and Rail project (\$1,000) and assistance for paying the sewer fees for the Salida Community Garden (\$550). Councilwoman Brown-Kovacic can speak more in-depth as to the reasons these projects were not funded at that time.

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...”*

Administration also indicated that the City was unable to waive the fees for the sewer charge for the community garden because it was for an account on a residential property adjoining the community garden. After a subsequent discussion with GARNA, administration learned that via a lease agreement GARNA was essentially paying the sewer fees for the neighboring duplex.

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 both these GARNA requests, administration has presented a resolution appropriating additional sums of money (line 10-56-5570) for the general fund. The way the resolution is worded, Council has the option to fund all or part of the total requests via this appropriation. If the Council chooses to fund neither request no motion can be made or the motion can be defeated.

SUGGESTED MOTIONS:

- A motion to approve appropriation of additional sums of money in the General Fund for the 2017 budget for the amount of 1,550 to fund the Greater Arkansas River Nature Association requests in the amount of \$1,000 for the Stage and Rail project and \$550 for assistance paying the Salida Community Garden sewer fees. The funds to finance this supplemental appropriation will be available in the form of unassigned funds within the City general fund.
- A motion to approve 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.
- A motion to approve appropriation of additional sums of money in the General Fund for the 2017 budget for the amount of \$550 to fund the Greater Arkansas River Nature Association for assistance paying the Salida Community Garden sewer fees in the amount of \$550. 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 and \$550 for assistance in paying the sewer fees for the Salida Community Garden but for various reasons were denied; and

WHEREAS, the City Council chooses to provide funding for all or some of the aforementioned projects 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 \$ (to be determined).

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	(to be determined)

RESOLVED, APPROVED AND ADOPTED this 7th day of March, 2017.

James LiVecchi, Mayor

[SEAL]

Attest:

City Clerk/Deputy City Clerk



Liz McQueen
835 W 2nd St • Salida, CO 81201
liz@playinhookydesigns.com
970-901-8780

Members of City Council,

My name is Liz McQueen and I've been a work at home mom and a crochet designer in Salida for over 9 years. Almost five years ago, my family and I lost our oldest daughter, Bryn, to a massive asthma attack only a month after she turned 5. Every year since I orchestrate a 'yarn bomb' to keep her close to us and celebrate her birthday. In 2013, we installed a crocheted "flower garden" on the fence around the elementary school where she would have attended. We made and handed out crocheted candy in 2014 because before bed every night she told me, "Mommy, I love you more than candy". The past two years have been all about butterflies - in the trees at alpine park and in a display at the library.

This year is a big year for us. April 16th is what would've been her 10th birthday, and May 21st marks 5 years since she's been gone. It also means that she will have been gone longer than she was with us. So this year to keep her memory alive and with your permission, I'd like to cover the concrete planters on the F St bridge with various crocheted squares made by me, my friends, and my Facebook followers from all over the world.

More about yarn bombing:

- Removable crocheted or knit art installment that leaves no trace behind when it's removed.
- I will install and remove the installation with no support needed from the city.
- I was hoping to have it up from April 15 through the end of May or whatever you deem appropriate... maybe through FIBark?
- To the left is an inspiration picture of what I had in mind for a design.



More about my past yarn bombs:

Year 1 - playinhookydesigns.blogspot.com/2013/04/bryns-flowers.html

Year 2 - playinhookydesigns.blogspot.com/2014/04/bryns-candy.html

Year 3 - playinhookydesigns.blogspot.com/2015/04/the-butterflies-have-finally-been.html

Year 4 - playinhookydesigns.blogspot.com/2016/04/bryns-butterflies-at-library.html

I look forward to hearing your response. It would mean a lot to those who knew Bryn, not to mention giving smiles to the town and everyone who sees it - something she definitely would've approved!