



City Council Regular Meeting

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

October 21, 2025 at 6:00 PM

Agenda

Please register, **BY 4:30 pm the day of the meeting** for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

1. Approve Agenda
2. Approve October 07, 2025 Minutes
3. Approve Elk's Lodge Special Event Liquor License for the Charity Ball on November 22, 2025
4. Approve Elk's Lodge Special Event Liquor License for the Parade of Lights and Lighting of Christmas Mountain on November 28th and 29th
5. **Ordinance 2025-23** An Ordinance of the City Council of the City of Salida, Colorado Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the Chaffee County Residency Requirement for Short-Term Rental Business Licenses. **Approve on first reading and set second reading and public hearing for November 4, 2025.**

Citizen Comment—Three (3) Minute Time Limit

Unfinished Business / Action Items

6. **Ordinance 2025-19** An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the City of Salida South Ark Annexation. **Second Reading and Public Hearing**
7. **Ordinance 2025-20** An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the City of Salida South Ark Annexation as Low Density Residential (R-2) Zone District. **Second Reading and Public Hearing**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.

8. **Ordinance 2025-21** An Ordinance of the City Council of the City of Salida, Colorado Amending the Salida Municipal Code with Regard to the Compensation of the Mayor, City Council, and the City Treasurer. **Second Reading and Public Hearing**

New Business / Action Items

9. **Ordinance 2025-22** An Emergency Ordinance of the City Council of the City of Salida, Colorado Repealing Ordinance 2025-15. **Public Hearing**
10. **Resolution 2025-47** A Resolution of the City Council of the City of Salida, Colorado Establishing October 24, 2025, as World Polio Day.
11. **Resolution 2025-48** A resolution of the City Council of the City of Salida, Colorado, summarizing revenues and expenditures for each fund and adopting a budget for the calendar year beginning on the first day of January 2026 and ending on the last day of December 2026. **Public Hearing**
12. **Resolution 2025-50** A Resolution of the City Council of the City of Salida, Colorado, Approving a First Amendment to Option to Ground Lease with Artspace Projects, Inc.
13. **Resolution 2025-51** A Resolution of the City Council of the City of Salida, Colorado Approving an Intergovernmental Agreement between Chaffee County, the City of Salida, the Town of Buena Vista and The Town of Poncha Springs Regarding the Distribution of Revenue Collected through the Differential 4% Increased County-Wide Lodging Tax.

Councilors, Mayor and City Treasurer Reports

Council Reports

Stephens - Airport Board and PROST

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Martin

Pappenfort - Finance Committee and CHA

Critelli

Naccarato - CHA and Sustainability Board

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn

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City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
October 07, 2025 at 6:00 PM

Minutes

Please register for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

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<http://www.youtube.com/@cityofsalidacolorado>

Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Council Member Justin Critelli
Council Member Wayles Martin
Council Member Suzanne Fontana
Council Member Alisa Pappenfort
Council Member Aaron Stephens
Council Member Dominique Naccarato (Remote)
Mayor Dan Shore
Treasurer Ben Gilling

Amendment(s) to Agenda

Consent Agenda

Council Member Martin moved to combine and approve items on the consent agenda, seconded by Council Member Fontana.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

Approve Agenda

Approve September 16, 2025 Minutes

Approve Special Event Liquor License for ArtWalk

Approve License Agreement with Trailside Estates HOA

Approve final payment to Neenan Archistruction for the construction of the Fire House

Ordinance 2025-19 An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the City of

Salida South Ark Annexation. **Approve on first reading and set second reading and public hearing for October 21, 2025**

Ordinance 2025-20 An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the City of Salida South Ark Annexation as Low Density Residential (R-2) Zone District. **Approve on first reading and set second reading and public hearing for October 21, 2025**

Ordinance 2025-21 An Ordinance of the City Council of the City of Salida, Colorado Amending the Salida Municipal Code with Regard to the Compensation of the Mayor, City Council, and the City Treasurer. **Approve on first reading and set second reading and public hearing for October 21, 2025**

Award South Ark Neighborhood Phase I Infrastructure Project

MOTION PASSED

Citizen Comment—Three (3) Minute Time Limit

Jim Wilson and Brandon Wolff spoke during citizen comment.

Proclamations - National Disability Employment Awareness Month

Unfinished Business / Action Items

Ordinance 2025-17 An Ordinance of the City Council of the City of Salida, Colorado, Repealing and Replacing in its Entirety Chapter 16 of the Salida Municipal Code, entitled “Land Use and Development Code,” and Adopting a Restated Chapter 16. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Doug Peltier, Greg Bayne, Mike Sugaski, Ramona Kimmet, Amy Barton, Michael Kimmet, John Wood and Monique Coddington spoke during public comments. Hearing no further comments, the Mayor closed the public hearing.

Council Member Martin moved to approve Ordinance 2025-17, seconded by Council Member Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin.

MOTION PASSED

Ordinance 2025-18 An Ordinance of the City Council of the City of Salida, Colorado, Approving a Comprehensive Rezone of the Official Zoning Map of the City of Salida and Adopting an Updated Zoning Map. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Russ Johnson, Kay Grether, Amy Barton, Denise Wentz, Sean Romero, Bruce Long, Gus Argys, Creede Phillips, Donna Rhoads, Gabriel Pettus, Myron Berg, Lydia Segul and Michael Luchetta spoke during public comments. Hearing no further comments, the Mayor closed the public hearing.

Council Member Naccarato moved to approve Ordinance 2025-18 as amended, seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Council Member Pappenfort moved to amend Ordinance 2025-18 to update the zoning map for address 207 North D Street to reflect the Mixed Use Downtown (MD) zone district, seconded by Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Council Member Fontana moved to amend Ordinance 2025-18 to update the zoning map for the Golf Course located at 404 Grant Street to reflect the Parks and Open Space zone district, seconded by Council Member Martin.

Voting Yea: Council Member Critelli, Council Member Fontana, Council Member Stephens, Council Member Martin

Voting Nay: Council Member Naccarato, Council Member Pappenfort

MOTION PASSED

New Business / Action Items

Resolution 2025-42 A Resolution of the City Council for the City of Salida, Colorado, Approving an Intergovernmental Agreement Between the City of Salida and Salida School District R-32-J.

Council Member Martin moved to approve Resolution 2025-42, seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-43 A Resolution of the City Council of the City of Salida, Colorado, Certifying Delinquent Charges, Assessments, or Taxes to the Chaffee County Treasurer to be Added to the 2025 Tax Roll

Council Member Fontana moved to approve Resolution 2025-43, seconded by Council Member Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member

Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-44 A Resolution of the City Council of the City of Salida, Colorado, Approving the Subdivision Improvement and Inclusionary Housing Agreement for the Mesa Ridge Subdivision

Council Member Martin moved to approve Resolution 2025-44, seconded by Council Member Fontana.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

At 8:45 pm Council Member Martin made a motion to extend the meeting to 9:30 pm, seconded by Council Member Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-45 A Resolution of the City Council of the City of Salida, Colorado, Approving the Subdivision Plat for South Ark Neighborhood Major Subdivision & Replat. **Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments the Mayor closed the public hearing.

Council Member Pappenfort moved to approve Resolution 2025-45, seconded by Council Member Fontana.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-46 A Resolution of the City Council for the City of Salida, Colorado Approving Appointments to the Chaffee Housing Authority Board

Council Member Pappenfort moved to approve Resolution 2025-46 appointing Council Member Pappenfort to the Chaffee Housing Authority Board, seconded by Council Member Martin.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Councilors, Mayor and City Treasurer Reports

Council Reports

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Stephens - Airport Board and PROST

Martin

Critelli

Naccarato - CHA and Sustainability Board

Pappenfort - Finance Committee

Reports were given.

Mayor Report

Report was given.

Attorney Report

Treasurer Report

Report was given.

Department Updates

Adjourn Meeting adjourned at 9:15 pm



City Clerk | Deputy City Clerk

Mayor



SALIDA CO. ELKS LODGE #808

148 E. Second Street

PO Box 967

Phone 719-539-6976

Salida, Co. 81201-0967

Email bpoe808@gmail.com

09/23/2025

To whom it may concern

RE: Salida Elks Lodge Charity Ball November 22nd, 2025

Salida Elks Lodge #808 has traditionally held a Charity Ball/Dinner Dance annually.

This is to raise money for our charitable programs. These programs help those in need in our community and include Christmas Baskets for the underserved, youth programs, and Veterans programs.

Our Charity Ball for this year will be held on Saturday, the 23rd of November from 5:30 pm until midnight. There will be a silent auction, dinner, and music.

We are requesting a Special Events Permit to be open to the public for this event. The starting time of 2 pm is to allow for setup.

The event coordinator for this year's Charity Ball event is Patti Arthur Salida Elks lodge Exalted Ruler and her committee.

This event was approved at our last lodge meeting on Sept. 23rd, 2025, by the officers and members of our lodge.

Respectfully submitted by,

James DeLuca PER/Salida Elks Lodge 808 Secretary

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|---|---|---|
| ☐ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☒ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

BPOE Salida Elks Lodge 808

State Sales Tax Number (Required)

00502443-0000

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

148 E 2nd St
PO Box 967
Salida, Co 81201

3. Address of Place to Have Special Event (include street, city/town and ZIP)

148 E 2nd St
Salida, Co 81201

4. Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager

Date of Birth

Phone Number

Event Manager Home Address (Street, City, State, ZIP)

Email Address of Event Manager

bpoe808@gmail.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes How many days? 2

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☐ No ☒ Yes License Number 10-7348-0000

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

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

Date 11/22/25	Date	Date	Date	Date
Hours From 2:00 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To midnight.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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

Signature

Janice D. Doherty PER

Title

Salida Elks Lodge Secretary

Date

10/01/25

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

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

Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

.

(Instructions on Reverse Side)



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Elks Lodge #808
148 E. Second Street
Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	11/22/25	2:00pm to 12:00am			

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 21st day of October, 2025.

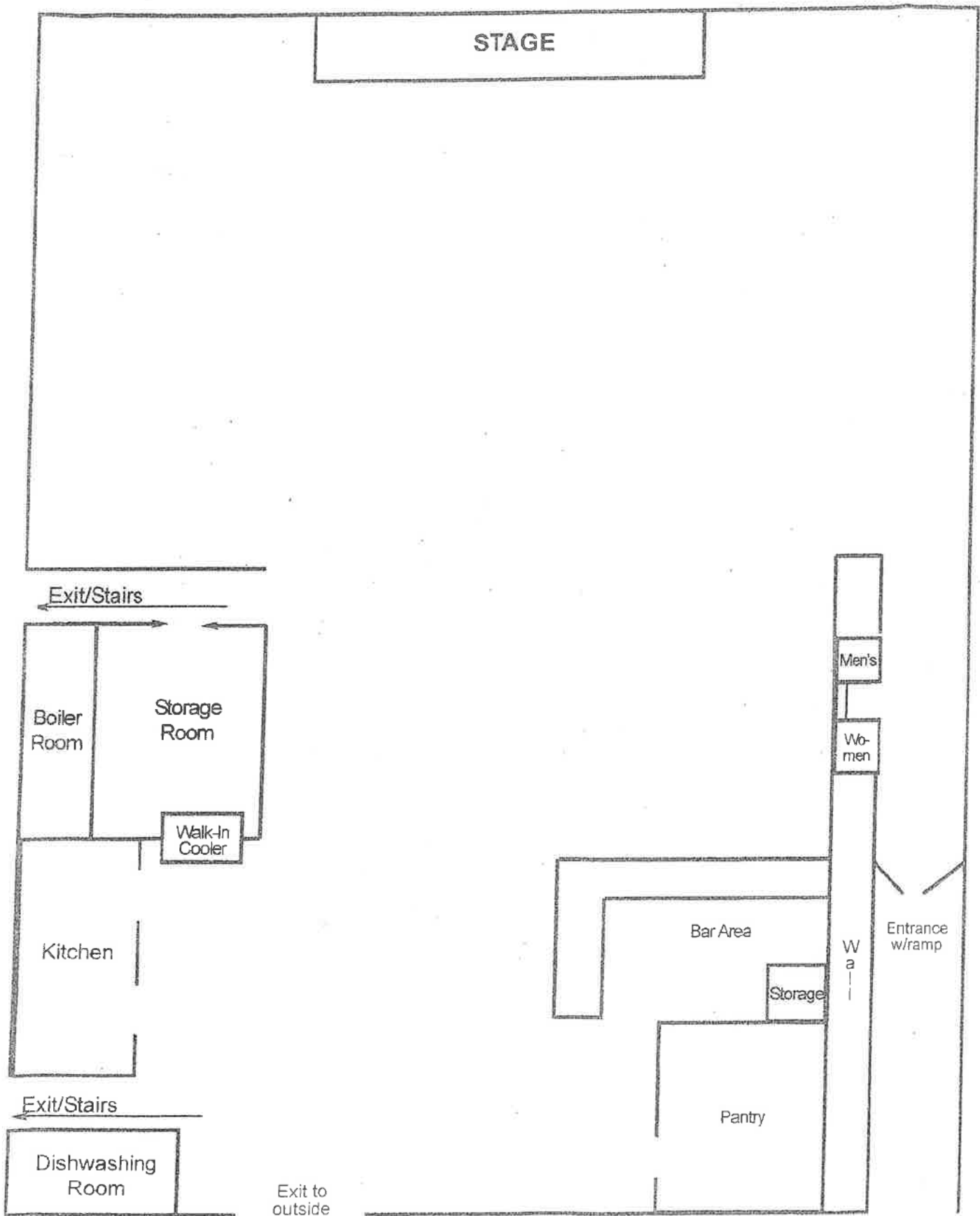
ATTEST:

The City of Salida

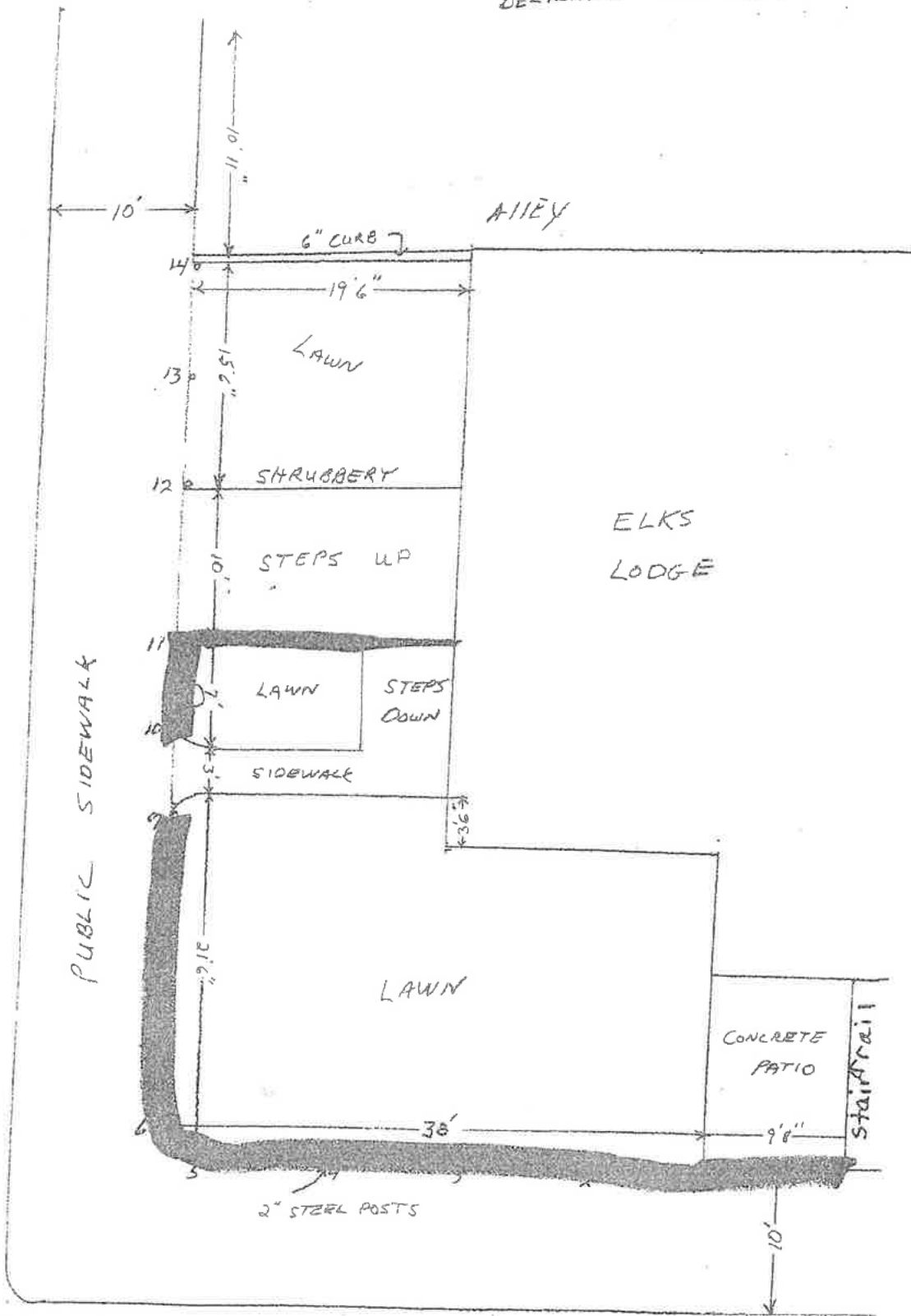
Deputy City Clerk

City Clerk

SALIDA ELKS LODGE BPOE #808
250 Maximum Capacity



APPROXIMATELY 8' APART
WITH STUDY CHAIN
ATTACHED BETWEEN TO
DELIMITE PROPERTY LINES.



REQUIRES
14- 4'x2" STEEL POSTS
OR CHAIN
MARKED BY

E STREET

N
1" = 1'

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

SALIDA LODGE NO. 808 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF
THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 10/03/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911079196 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/24/2025 that have been posted, and by documents delivered to this office electronically through 09/30/2025 @ 10:42:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/30/2025 @ 10:42:59 in accordance with applicable law. This certificate is assigned Confirmation Number 17740190 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: October 9th, 2025 at 4:00 p.m./a.m./p.m.

PROPOSED SPECIAL EVENT LIQUOR PERMIT

Salida Elk's Lodge #808, has filed an Application for a
SPECIAL EVENT LIQUOR PERMIT to be held on November 22, 2025, from
2:00 p.m. a.m./p.m. to 12:00 a.m./p.m. at the following address:

BPOE Salida Elk's Lodge #808
148 E. Second STREET
SALIDA, CO 81201

PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a WRITTEN PROTEST within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

U.S. Mail Address: City of Salida
City Clerk
448 E. First Street, Ste. 112
Salida, CO 81201

E-Mail Address: clerk@cityofsalida.com

HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002.1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.

PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: October 9th, 2025 at 4:00 p.m./a.m./p.m.

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148 E. Second STREET
SALIDA, CO 81201

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City Clerk
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Salida, CO 81201

E-Mail Address: clerk@cityofsalida.com

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SALIDA CO. ELKS LODGE #808

148 E. Second Street

PO Box 967
Salida, Co. 81201-0967

Phone 719-539-6976
Email bpoe808@gmail.com

September 23rd, 2025

To Whom it may concern

RE: Special Events Permit November 28th through 29th, 2025
Christmas Mountain and Parade of Lights Celebrations

Salida Elks Lodge #808 has participated in celebrating the Parade of Lights and the Lighting of Christmas Mountain with the community for many years.

We are applying for a permit to be open to the public during this time frame, the two days after Thanksgiving, Friday Nov. 28th, and Sat. Nov. 29th, 2025.

As usual, we will provide red and green chili, soup, and hot chocolate, that can be eaten in or taken out in a disposable cup. The cost is just by donation and goes to our Christmas Basket Program for the underserved in our community.

We will also have music and a nice place to stop by and get out of the cold close to the parade.

The event coordinator for this year is Patti Arthur, our ER Elks lodge officer.

This event was approved tonight at our lodge meeting on September 23, 2025, by the officers and members.

Respectfully submitted by,

James DeLuca PER/Salida Elks Lodge 808 Secretary

Page 2 Rights Nov 28 & 29
Christina Mountain

DR 8439 (07/07/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|---|---|---|
| ☐ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☒ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:		DO NOT WRITE IN THIS SPACE	
2110 ☐ Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number	
2170 ☐ Fermented Malt Beverage	\$10.00 Per Day		
1. Name of Applicant Organization or Political Candidate BPOE Salida Elks Lodge 808		State Sales Tax Number (Required) 00502443-0000	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 148 E 2nd St PO Box 967 Salida, Co 81201		3. Address of Place to Have Special Event (include street, city/town and ZIP) 148 E 2nd St Salida, Co 81201	
4. Authorized Representative of Qualifying Organization or Political Candidate [Redacted]		Date of Birth [Redacted]	Phone Number [Redacted]
Authorized Representative's Mailing Address (if different than address provided in Question 2.)			
5. Event Manager [Redacted]		Date of Birth [Redacted]	Phone Number [Redacted]
Event Manager Home Address (Street, City, State, ZIP) [Redacted]		Email Address of Event Manager bpoe808@gmail.com	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☐ No ☒ Yes How many days? 3		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? ☐ No ☒ Yes License Number 10-7348-0000	
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No			
List Below the Exact Date(s) for Which Application is Being Made for Permit			
Date 11/28/25 Hours From 2:00 p.m. To midnight.m.	Date 11/29/25 Hours From 10:00a.m. To midnight.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Oath of Applicant			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature <i>James DeLoach PER</i>		Title Salida Elks Lodge Secretary	Date 10/01/25
Report and Approval of Local Licensing Authority (City or County)			
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.			
Local Licensing Authority (City or County)		☐ City ☐ County	Telephone Number of City/County Clerk
Signature		Title	Date
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Elks Lodge #808
148 E. Second Street
Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	11/28/25	2:00pm to 12:00am		11/29/25	10:00am to 12:00am

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 21st day of October, 2025.

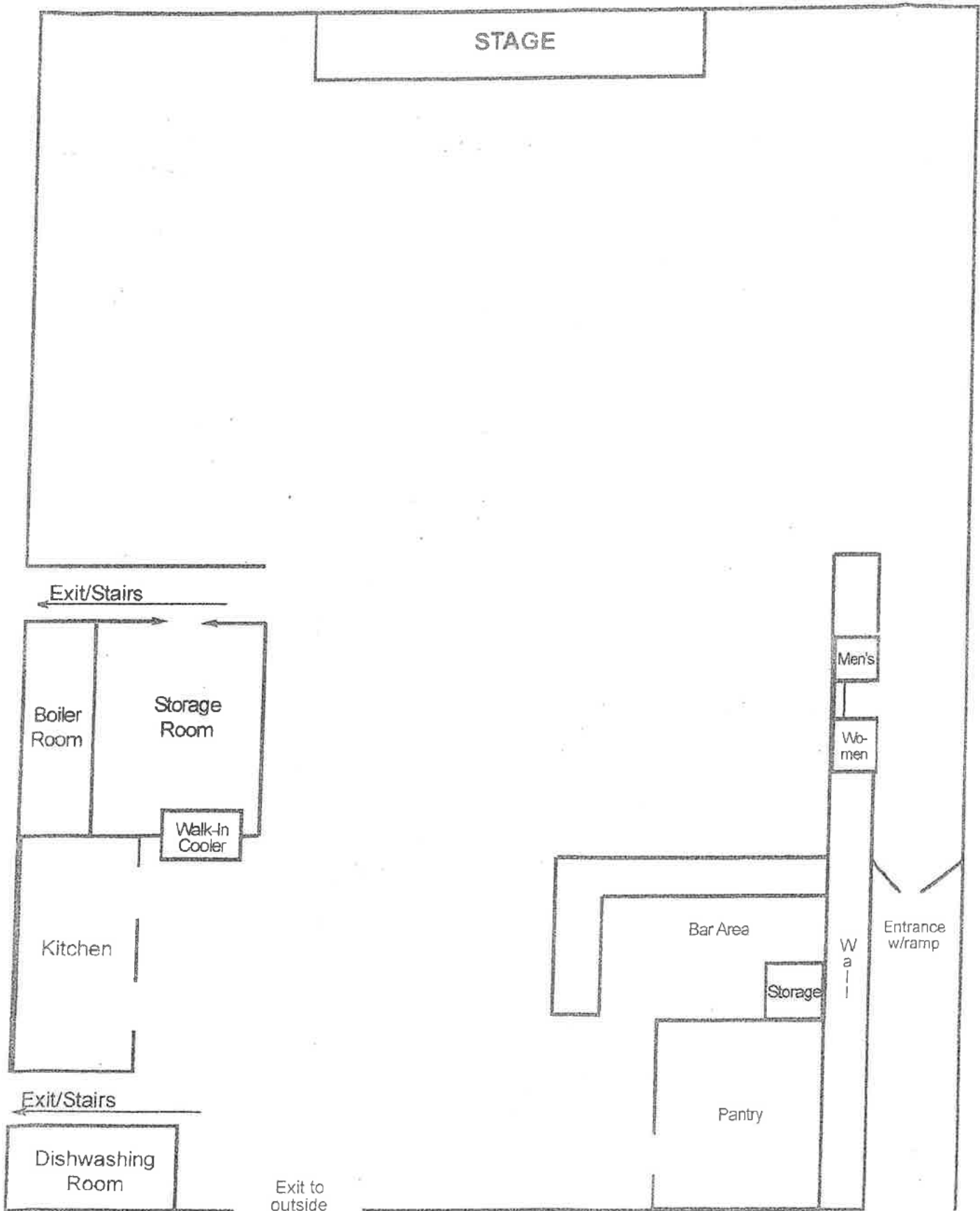
ATTEST:

The City of Salida

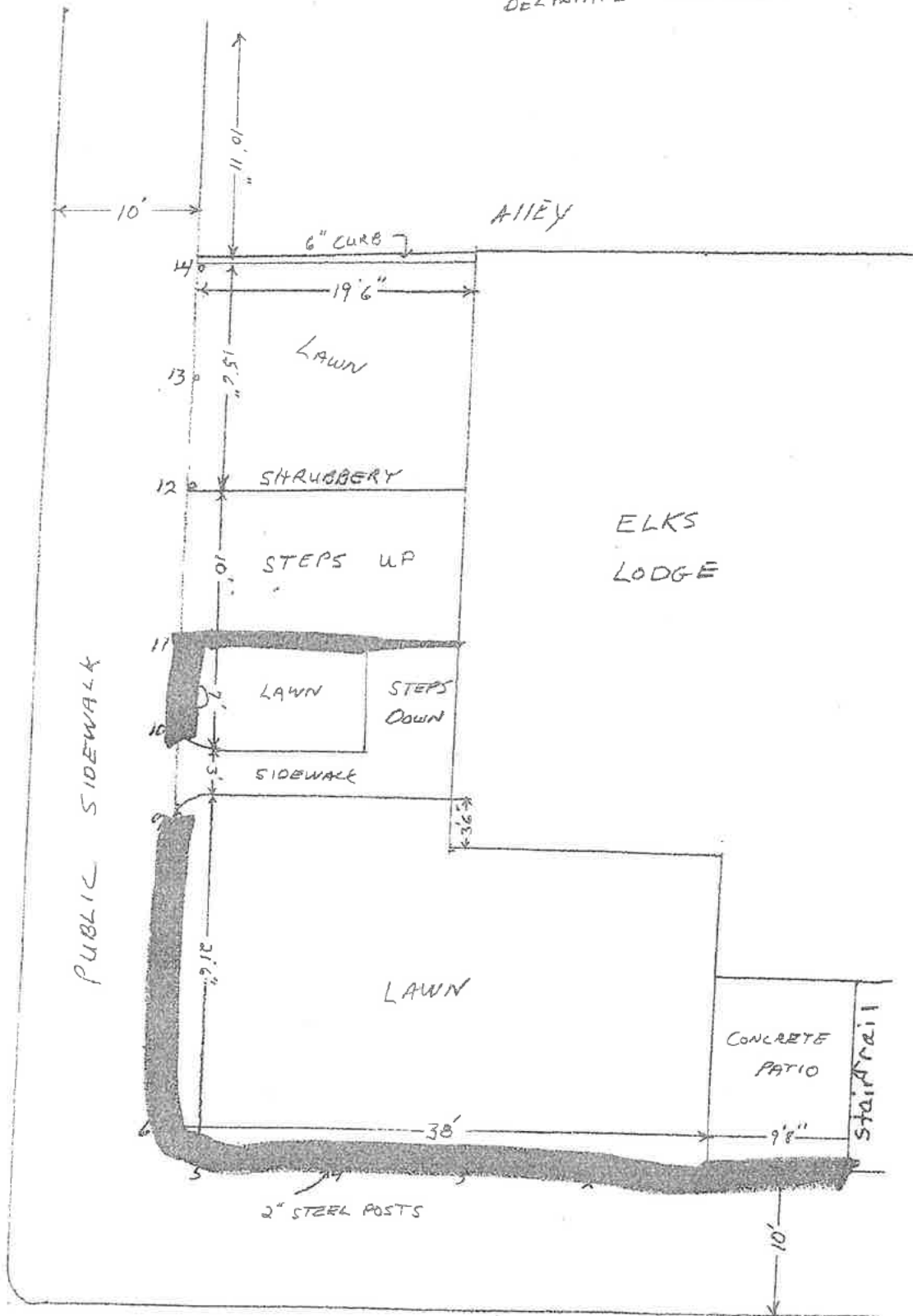
Deputy City Clerk

City Clerk

SALIDA ELKS LODGE BPOE #808
250 Maximum Capacity



APPROXIMATELY 8' APART
WITH STUDDY CHAIN
ATTACHED BETWEEN TO
DELINATE PROPERTY LINES.



REQUIRES
141- 4"x2" STEEL POSTS
00' CHAIN
MARKED BY

E STREET

N

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

SALIDA LODGE NO. 808 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF
THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 10/03/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911079196 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/24/2025 that have been posted, and by documents delivered to this office electronically through 09/30/2025 @ 10:42:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/30/2025 @ 10:42:59 in accordance with applicable law. This certificate is assigned Confirmation Number 17740190 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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



City Council Action Form

Department	Presented By	Date
Administration	Kristi Keller - City Clerk	October 21, 2025

Agenda Item

Ordinance 2025-23 - An Ordinance of the City Council of the City of Salida, Colorado Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the Chaffee County Residency Requirement for Short-Term Rental Business Licenses. First reading and setting Second Reading and Public Hearing for November 4, 2025.

Background

At the direction of City Council, staff is proposing an amendment to Chapter 6 of the Salida Municipal Code to remove the residency requirement for obtaining a short-term rental (STR) license.

Under current Salida Municipal Code, applicants must be bona fide residents of Chaffee County to be eligible for an STR license. Residency must be verified with at least two valid documents, such as a Colorado driver's license, voter registration, valid motor vehicle registration, or income tax documentation listing a Chaffee County address.

The Clerk's Office is responsible for verifying the residency documentation upon submission of an STR application to ensure compliance with the municipal code.

The proposed ordinance removes the requirement for STR license applicants to reside in Chaffee County, expanding eligibility and simplifying the application process.

Recommendation

Staff recommends the City Council approve the amendments to Chapter 6 of the Salida Municipal Code to remove the residency requirement for short-term rental licenses.

Fiscal Impact

There is no fiscal impact

Motion

A Councilmember should make a motion to "combine and approve the items on the consent agenda setting a second reading and public hearing for Ordinance 2025-23 for November 4, 2025", followed by a second and a roll call vote.

**City Of Salida, Colorado
Ordinance No. 22
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the
Chaffee County Residency Requirement for Short-Term Rental Business Licenses**

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

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

WHEREAS, pursuant to Title 31, Article 15 of the Colorado Revised Statutes, the City also possesses the authority to license and regulate businesses; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations concerning short-term rentals within Chapter 6, Business Licenses and Regulations; and

WHEREAS, on October 5, 2021, Council adopted Ordinance 2021-15 to address the severe shortage of housing and long-term rental units for the local workforce, and due to the diversion of the existing housing stock for short-term rental licenses after and during the COVID pandemic which significantly contributed to the City’s housing shortage and had a direct and indirect impact on the availability and affordability of housing; and

WHEREAS, the Council has recently held various work sessions and public discussions regarding the City’s Short-Term Rental Business Licenses; and

WHEREAS, such feedback and related analysis has yielded the conclusion that four years after Ordinance 2021-15, minor tweaks are desired to the City’s Short-Term Rental Business License regulations; and

WHEREAS, specifically, the Council desires to remove the Chaffee County residency requirement in Salida Municipal Code subsection 6-6-20(g), while keeping all other reasonable restrictions and limitations regarding Short-Term Business Licenses; and

WHEREAS, the Council finds that it is necessary for the public health, safety and welfare of its present and future residents, property owners, businesses, customers, economy and tax base of Salida to amend Chapter 6, Article VI, regarding short-term rental licenses, by the removal of subsection 6-6-20(g).

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by Council.

Section 2. Section 6-6-20, entitled Licensing; limitations; requirements, is hereby amended by the removal of subsection (g), and the subsequent re-lettering, as follows:

Sec. 6-6-20. Licensing; limitations requirements.

...

~~(g) Chaffee County residency. To be eligible to apply for a short-term rental license, the applicant and owner of the property to be rented must be a bona fide resident of Chaffee County, pursuant to the following requirements, restrictions and parameters:~~

~~(1) Bona fide residency in Chaffee County shall be documented and established by two (2) or more of the following:~~

~~a. Valid driver's license or Colorado identification card;~~

~~b. Current voter registration;~~

~~c. Valid motor vehicle registration;~~

~~d. Document(s) designating a primary residence for income tax purposes.~~

~~(2) If there is a corporate owner of the property, the person controlling the corporate owner must establish bona fide residency in Chaffee County, as required above, and must provide proof of operating agreements or documentation filed with the Colorado Secretary of State establishing that person's control of the corporate owner.~~

~~(3) Current and valid documentation required by this Article must be provided to the City on an annual basis, for all new and renewal applications.~~

~~(4) Each licensee shall submit to the City, on an annual basis, for all new and renewal applications, an affidavit, signed by the applicant and notarized, attesting, under penalty of perjury, to bona fide residency in Chaffee County, as well as confirmation of the validity of all documentation submitted pursuant to this Article.~~

~~(5) All short-term rental units already licensed with the City as of December 19, 2021, the effective date of Ordinance 2021-17, may continue to operate and renew annually regardless of the Chaffee County residency eligibility requirements of this subsection (g) until such time that the property changes ownership, or the person(s) controlling the corporate owner of the property changes, or until such time the short-term rental license is revoked or abandoned pursuant to this Article. Furthermore, owners of property purchased, or under valid and executed contract to be purchased, prior to December 19, 2021 may apply for a short-term rental license regardless of the eligibility requirements of this subsection (g), provided such license application is filed on or before June 1, 2022, and provided that the unit existed or had a valid building permit for construction before December 19, 2021. If such a property had a valid building permit for construction before December 19, 2021, and is unable to obtain a Certificate of Occupancy before June 1, 2022, such property owner may apply for an~~

~~extension, in writing, to the City Administrator, except that if such extension is granted, the short-term rental license shall be filed on or before June 1, 2023.~~

~~(6) Exceptions to the residency requirements in this subsection (g) can be granted only upon City Council's sole discretion related to a land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.~~

(h) **(g)** The maximum number of short-term rentals in the non-residential zones (e.g., RMU, C-1, C-2 and I) shall not exceed the caps in the following neighborhoods and designated areas, as illustrated in "Exhibit A" to Ordinance 2021-15, a running tally of which shall be kept with the City Clerk's office along with the most recent neighborhood map, and open for public inspection at all times during business hours:

- (1) C-2/Historic Downtown: Ninety-nine (99) short-term rental licenses.
- (2) Highway 291 Corridor: Seventy-one (71) short-term rental licenses.
- (3) Industrial Corridor: Sixteen (16) short-term rental licenses.
- (4) Highway 50 corridor: Forty-six (46) short-term rental licenses.

(i) **(h)** The caps in subsection (h) of this Section 6-6-20 can be exceeded only upon City Council's sole discretion related to a land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.

Section 3. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this Ordinance as determined by a Court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

Introduced on First Reading, on the 21st day of October, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 24th day of October, 2025, and set for Second Reading and Public Hearing on the 4th day of November, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 4th day of November, 2025.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____,
20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk



City Council Action Form

Department	Presented By	Date
Community Development	Carolyn Poissant - Senior Planner	October 21, 2025

Agenda Item

Ordinance 2025-19: Second reading and public hearing for the proposed City of Salida 2.17 Acre South Ark Annexation (Parcel No. 380705400192)

Background

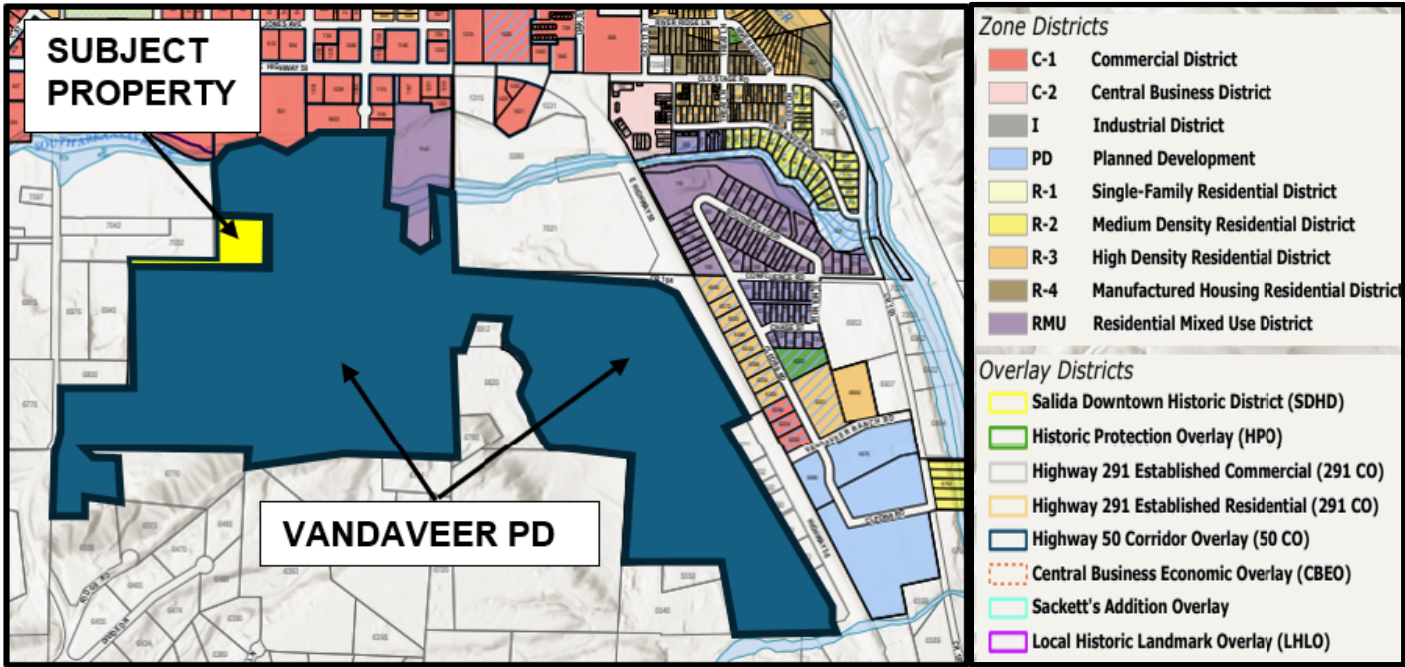
The applicant, City of Salida, is requesting annexation and zoning of a 2.17-acre property comprised of two parcels (1.97 acres and 0.20 acre) located adjacent to the South Ark Neighborhood Sub Area within the Vandaveer Ranch Planned Development. The larger parcel was purchased by the City in 2022 and is deed restricted for “active park and recreational purposes, such as multi-use fields, and other incidental or access related purposes.” The smaller parcel has no restrictions having previously served as an access easement.

Land that is wholly owned by the City may be annexed by ordinance without meeting contiguity, time, or notice requirements under state law. The ordinance must state that the property is owned by the City and is not solely a public street or right-of-way. The City must confirm clear title and that the parcel is not subject to annexation restrictions under any applicable intergovernmental agreement. All conditions are met and the property lies within the Salida Municipal Services Area.



Once eligibility is confirmed, the City may proceed to draft the annexation ordinance. C.R.S. § 31-12-106(3) authorizes annexation of municipally owned land without the notice and hearing requirements in §§ 31-12-108 and 31-12-109. Any publication or mailing of notice for such annexations is done as a matter of City policy, not because it is required by state law. A notice was placed in the paper and on site for the public hearings as required by city ordinance.

CITY OF SALIDA ZONING MAP



PROCESS:

An application for annexation is a multi-step process. When annexing a property, the city must follow state statutes for contiguity and procedural requirements. The steps and standards for a city-owned property include:

- Staff reviews the draft annexation plat and prepares staff reports.
- Planning Commission holds a public hearing to review the annexation and recommended zoning designation of the property and makes recommendations to City Council (City code requirement). Planning Commission recommended City Council approve the annexation on September 9, 2025 with a vote of 5-0.
- City Council reviews and acts on the annexation of City-owned property.
- City Council reviews and acts on the proposed zoning.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES (no concerns)

- Salida Fire Department: No concerns.

- Salida Police Department: No concerns.
- Salida Parks and Recreation Department: No concerns.
- Public Works Department and City Engineering Consultants: No concerns.
- Salida Finance Department: No concerns.
- Salida School District: No comment.
- Xcel Energy: No concerns.
- ATMOS Energy: No comment.
- Visionary Broadband: No comment.
- Chaffee County Planning Department: No comment.
- Chaffee County Building Department: No concerns.

Staff Recommendation

Staff recommends approval of the proposed annexation.

A City Councilmember should state, "I move to _____ Ordinance 2025-19, an ordinance of the City Council of the City of Salida, Colorado, on second reading approving the annexation of approximately 2.17 acres of property known as the City of Salida South Ark Annexation," followed by a second and a roll call and vote.

Attachments:

Ordinance 2025-19

City of Salida South 2.17 Acre Ark Annexation Draft Annexation Plat

**City of Salida, Colorado
Ordinance No. 19
Series of 2025**

An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the City of Salida South Ark Annexation

WHEREAS, on August 12, 2025, the City of Salida filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 2.17 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the City of Salida owns the real property described in Exhibit A (the "Property"); and

WHEREAS, pursuant to C.R.S. § 31-12-106(3), the City Council on October 21, 2025 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on August 22, 2025 in *The Mountain Mail* newspaper; and

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

WHEREAS, pursuant to C.R.S. § 31-12-106(3), the City may annex municipally owned property by ordinance; and

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

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto.

3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
 - C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 7th day of October, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 10th day of October, 2025, and set for second reading and public hearing on the 21st day of October, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 21st day of October, 2025.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 7th day of October, 2025, and BY TITLE ONLY, after final adoption on the 21st day of October, 2025.

City Clerk/Deputy City Clerk

EXHIBIT A – LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN A PORTION OF LOT 2 OF THE ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 483414 AND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/16TH CORNER BETWEEN SAID SECTION 5 AND SECTION 8, BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 37937, ALSO BEING THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN QUIET TITLE DECREE AT RECEPTION NO. 487560, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, BEING MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 89°03'54" EAST, A DISTANCE OF 1335.20 FEET;
 THENCE NORTH 89°03'54" WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 868.49 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 364295;
 THENCE NORTH 01°02'05" EAST, A DISTANCE OF 8.11 FEET TO THE SOUTH LINE OF LOT 1 OF THE SAID ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT;
 THENCE SOUTH 89°21'03" EAST, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 489.07 FEET;
 THENCE SOUTH 89°29'23" EAST, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 85.92 FEET TO THE COMMON CORNER OF SAID LOT 1 AND LOT 2 OF THE SAID ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT;
 THENCE NORTH 00°07'47" WEST, A DISTANCE OF 292.16 FEET;
 THENCE SOUTH 89°03'53" EAST, A DISTANCE OF 294.61 FEET;
 THENCE SOUTH 00°07'11" WEST, A DISTANCE OF 303.33 FEET TO THE POINT OF BEGINNING.
 CONTAINING 2.17 ACRES

REVISED: 	CITY OF SALIDA 2.17 ACRE SOUTH ARK ANNEXATION TO THE CITY OF SALIDA LOCATED WITHIN A PORTION OF LOT 2 ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO
JOB # 22040 DATE: DECEMBER 2, 2024 SHEET 1 OF 2	 LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031

CITY OF SALIDA 2.17 ACRE SOUTH ARK ANNEXATION TO THE CITY OF SALIDA

LOCATED WITHIN A PORTION OF LOT 2
ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AND WITHIN THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP
49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED
HEREIN BY THE CITY OF SALIDA, AS OWNERS OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPTING PUBLIC STREETS; AND
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 20____, DETERMINED THAT THE ANNEXATION
APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1),
WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 20____, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE
CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 20____), DETERMINING THAT THE ANNEXATION ELECTION WAS NOT REQUIRED; AND
WHEREAS, ON _____, 20____ THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 20____) APPROVING AND
ANNEXING CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA.
NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 'CITY OF SALIDA 2.17 ACRE SOUTH
ARK ANNEXATION TO THE CITY OF SALIDA' AS DESCRIBED HEREIN, TO WIT:

A TRACT OF LAND LOCATED WITHIN A PORTION OF LOT 2 OF THE ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AS
RECORDED AT RECEPTION NO. 483414 AND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST 1/16TH CORNER BETWEEN SAID SECTION 5 AND SECTION 8, BEING MARKED BY A 2 1/2" ALUMINUM CAP
STAMPED LS 37937, ALSO BEING THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN QUIET TITLE DECREE AT
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BEARS SOUTH 89°03'54" EAST, A DISTANCE OF 1335.20 FEET;
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A DISTANCE OF 868.49 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 364295;
THENCE NORTH 01°02'05" EAST, A DISTANCE OF 8.11 FEET TO THE SOUTH LINE OF LOT 1 OF THE SAID ARMSTRONG-CITY OF
SALIDA BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 89°21'03" EAST, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 489.07 FEET;
THENCE SOUTH 89°29'23" EAST, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 85.92 FEET TO THE COMMON CORNER OF
SAID LOT 1 AND LOT 2 OF THE SAID ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT;
THENCE NORTH 00°07'47" WEST, A DISTANCE OF 292.16 FEET;
THENCE SOUTH 89°03'53" EAST, A DISTANCE OF 294.61 FEET;
THENCE SOUTH 00°07'11" WEST, A DISTANCE OF 303.33 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.17 ACRES

SIGNED THIS ____ DAY OF _____, 20____.

CITY OF SALIDA

BY: _____
MAYOR

CERTIFICATION OF TITLE

I, _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY
THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND
FOUND TITLE VESTED IN THE CITY OF SALIDA, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

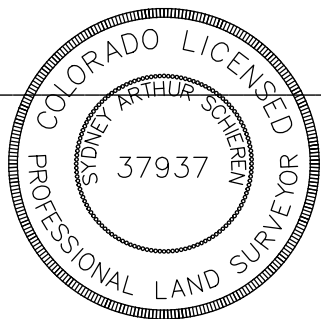
DATED THIS ____ DAY OF _____, 20____.

TITLE AGENT

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY
CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE PLAT REPRESENTS THE
RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937

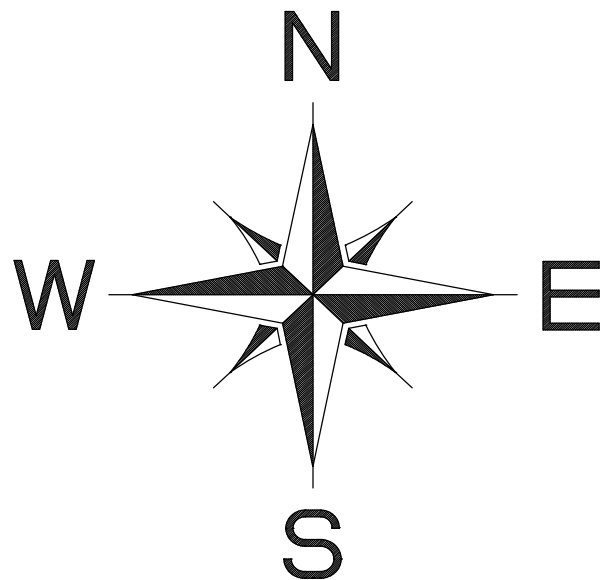


GENERAL NOTES

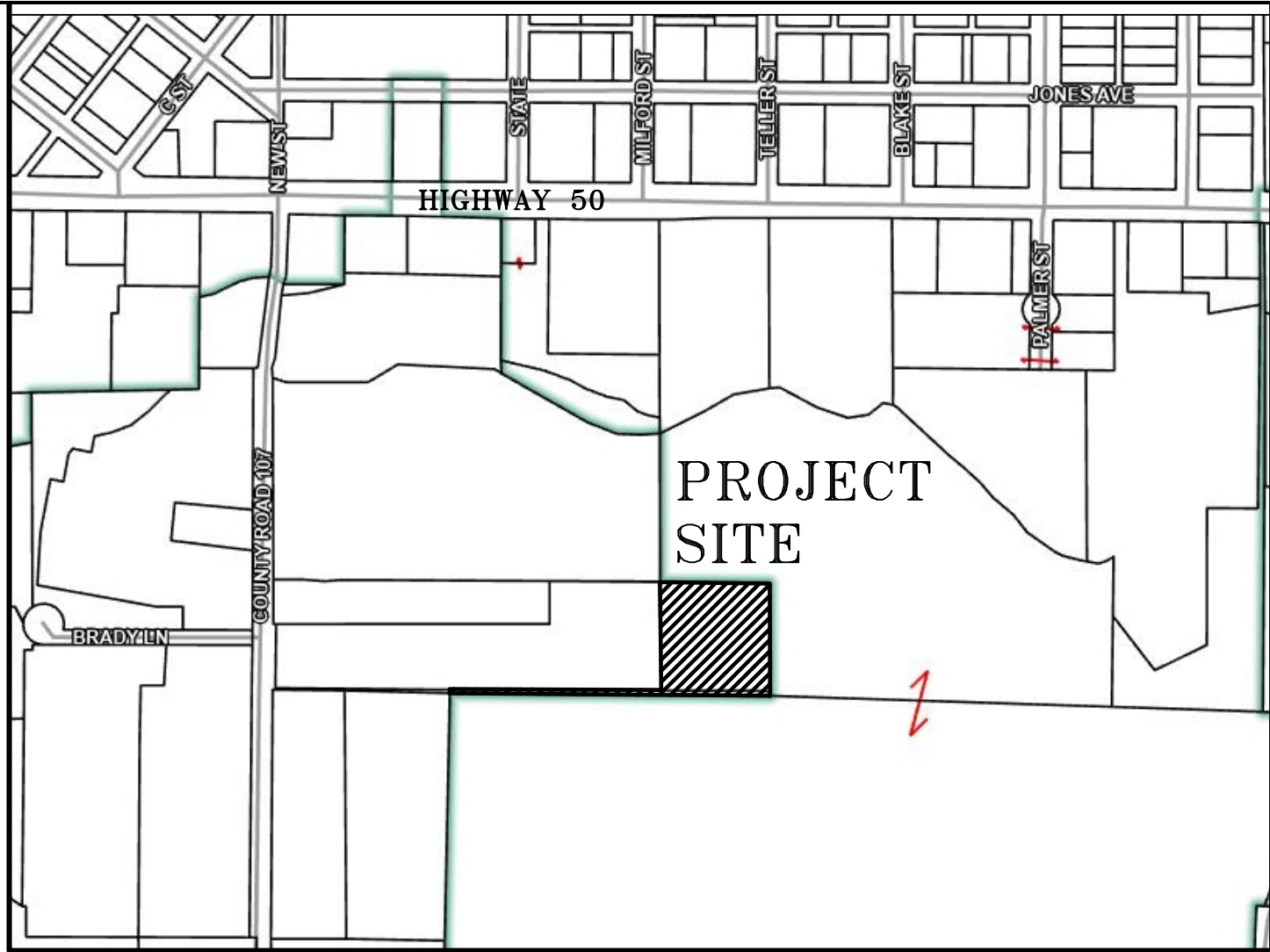
- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN BOUNDARY OF SUBJECT PROPERTY BETWEEN A 1 1/2" ALUMINUM CAP STAMPED LS 16117 AND A 1 1/2" ALUMINUM CAP STAMPED LS 37937 HAVING A BEARING OF SOUTH 89°03'53" EAST
- 3) TOTAL AREA TO BE ANNEXED= 2.17 ACRES +/-
- 4) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. _____

LEGEND

- FOUND MONUMENT AS NOTED
- ▲ 1 1/2" ALUM. CAP ON #5 REBAR LS 16117
- ◆ 1 1/2" ALUMINUM CAP LS 37937
- x—x— FENCE
- ===== SALIDA CITY LIMITS



SCALE
1" = 30'



VICINITY MAP
NOT TO SCALE

CITY CLERK'S CERTIFICATE

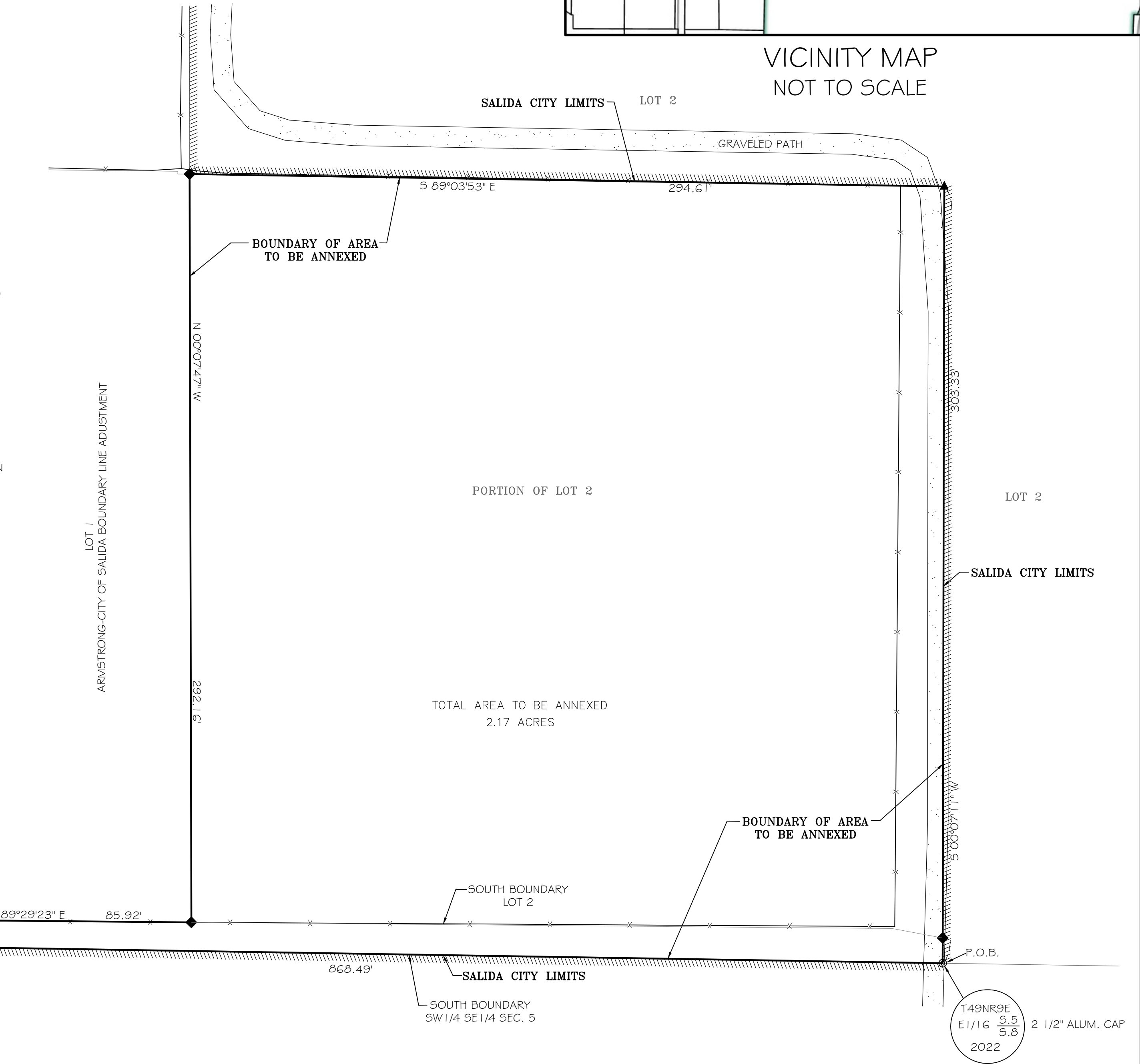
I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE CITY OF
SALIDA ANNEXATION WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS ____ DAY OF _____, 20____, AND
IS DULY RECORDED.

CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP ALONG WITH A CERTIFIED COPY OF THE ANNEXATION
ORDINANCE FOR THE CITY OF SALIDA ANNEXATION WERE ACCEPTED FOR FILING IN MY OFFICE AT _____.M. ON THIS
____ DAY OF _____, 20____ UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER



TOTAL PERIMETER OF LAND TO BE ANNEXED	2341.69 FT
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	1466.43 FT
CONTIGUOUS BOUNDARY REQUIREMENT 1/6=16.7%	63%

REVISED:	CITY OF SALIDA 2.17 ACRE SOUTH ARK ANNEXATION TO THE CITY OF SALIDA <i>LOCATED WITHIN A PORTION OF LOT 2 ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO</i>
DATE: JULY 16, 2025	
JOB # 22040	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: DECEMBER 2, 2024	
SHEET 1 OF 1	

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN
THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE
COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.



City Council Action Form

Department	Presented By	Date
Community Development	Carolyn Poissant - Senior Planner	October 21, 2025

Agenda Item

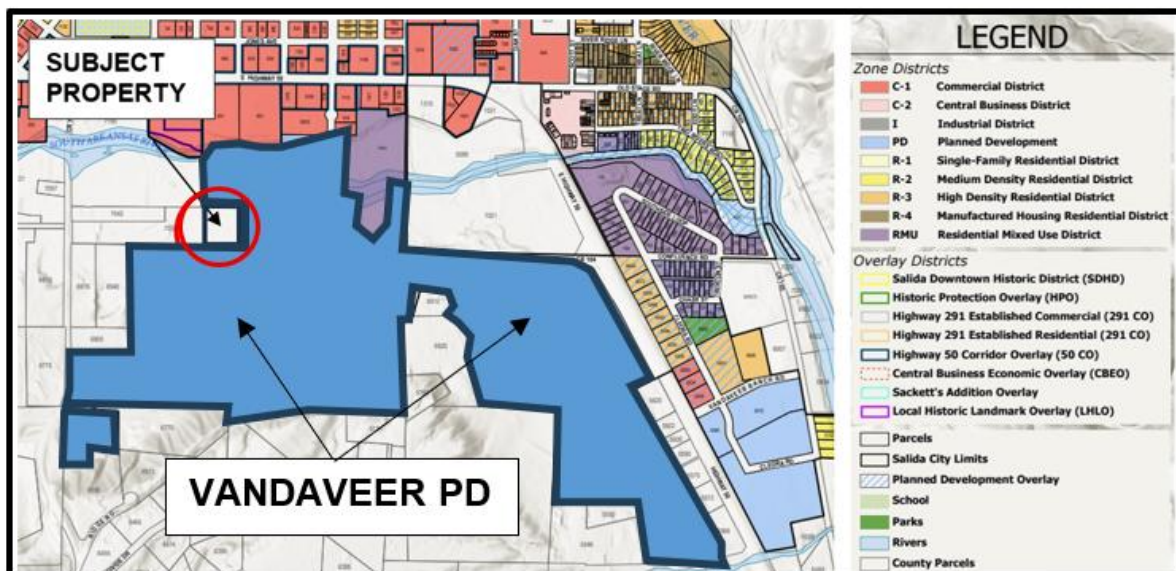
Ordinance 2025-20: Second reading and public hearing for the proposed R-2 Low Density Residential Zoning for the City of Salida 2.17 Acre South Ark Annexation (Parcel No. 380705400192)

Background

Following approval of the annexation, the City of Salida requests zoning the 2.17-acre property R-2 Low-Density Residential, which is a zone district compatible with the surroundings that allows park and recreational uses. The larger parcel is deed restricted for recreational uses. One or both parcels may be requested to be rezoned to Open Space under the proposed land use code. It most likely will not be necessary to incorporate them into the Vandaveer PD but could happen under a PD modification in the future.

Surrounding Land Use and Zoning: The site is currently zoned RS (Residential Suburban) zone district in Chaffee County. Properties to the west remain in Chaffee County and are zoned RS (Residential Suburban). The remaining surrounding properties are within city limits and are part of the Vandaveer Planned Development.

City of Salida Zoning Map

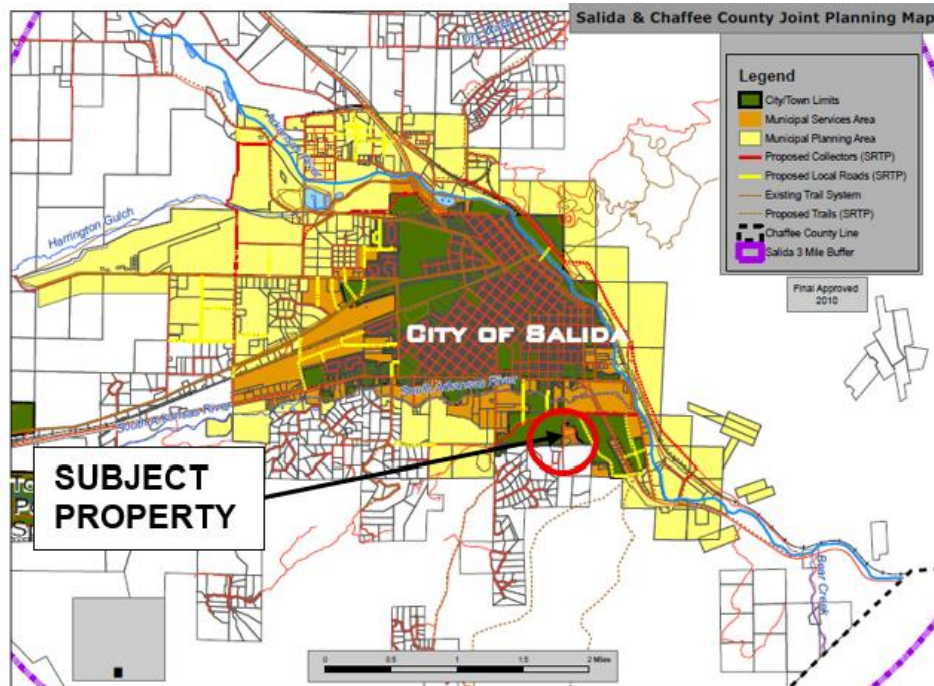


REVIEW STANDARDS FOR ZONING MAP AMENDMENTS (Section 16-4-210):

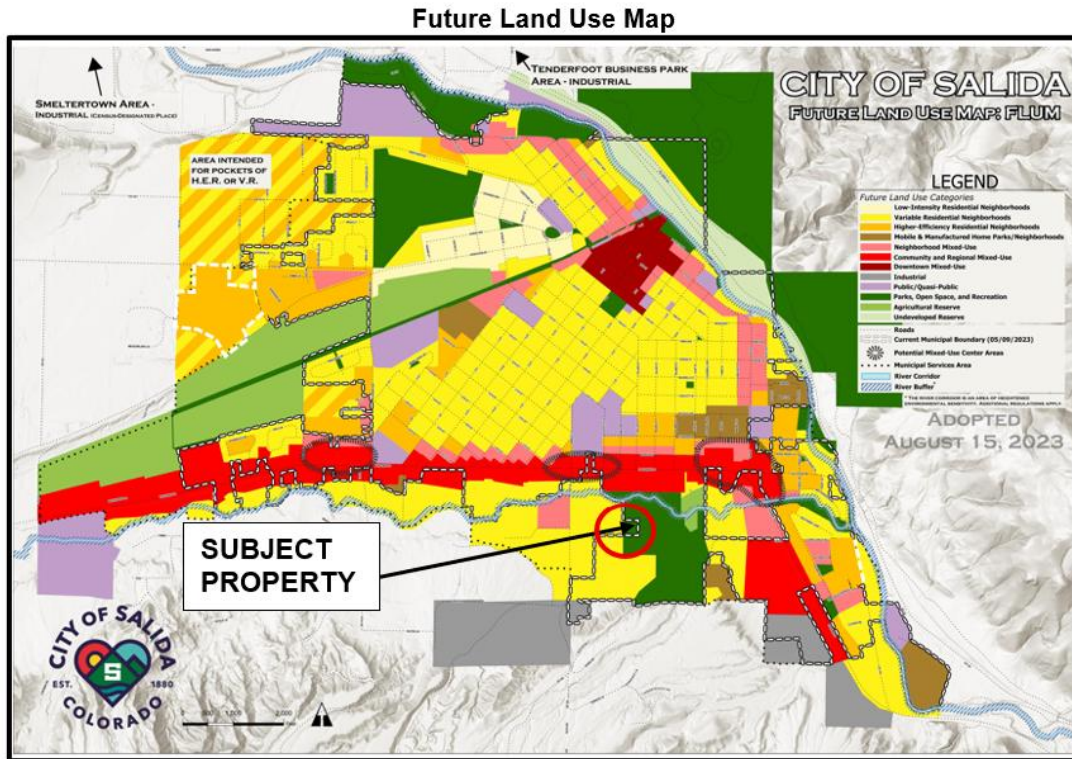
1. **Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.

The Comprehensive Plan indicates:

- New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
- The proposed annexation lies within the MSA.



- Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
- The property will be incorporated into existing and future recreational uses.
- Zoning should continue existing patterns of development.
- Zoning of R-2 Low-Density Residential is consistent with the zoning found in the adjacent properties and will accommodate recreational uses as called for in the sales agreement deed restriction.
- The proposed zoning conforms with the city's Future Land Use Map
 - The FLUM indicates Park, Open Space and Recreation, which is compatible with the intended use.



2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - The purpose of the R-2 Low-Density Residential zone district is to provide for flexibility of low intensity uses. The current code does not have a specific zone district for public park and recreational uses.
3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The proposed zoning classification of R-2 Low Density Residential is consistent and compatible with the zoning and densities of the adjacent properties within the city.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
 - The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

STAFF RECOMMENDATION:

Staff recommends City Council approve the proposed zoning of the property as R-2 Low Density Residential as it is consistent with the comprehensive plan and will accommodate recreational uses intended for the site.

A Councilmember should make a motion to, “_____ Ordinance 2025-20, an ordinance of the City council of the City of Salida, on second reading, approving R-2 Low Density Residential zoning for the City of Salida South Ark Annexation,” followed by a second and a roll call vote.

Attachment: Ordinance 2025-20

**City of Salida, Colorado
Ordinance No. 20
Series of 2025**

An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the City of Salida South Ark Annexation as Low Density Residential (R-2) Zone District

WHEREAS, on August 12, 2025, the City of Salida filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 2.17 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No. 19, Series of 2025 the City of Salida approved the City of Salida South Ark Annexation to the City; and;

WHEREAS, the City of Salida has filed an application to zone the Property within the Low Density Residential (R-2) zone district, and on September 9, 2025 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as Low Density Residential (R-2); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the City of Salida South Ark Annexation was held on October 21, 2025 at a regularly scheduled meeting of the Salida City Council.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described in Exhibit A, attached below, is hereby zoned R-2 Low Density Residential.
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on the 7th day of October, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 10th day of October, 2025, and set for second reading and public hearing on the 21st day of October, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 21st day of October, 2025.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A – LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN A PORTION OF LOT 2 OF THE ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 483414 AND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/16TH CORNER BETWEEN SAID SECTION 5 AND SECTION 8, BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 37937, ALSO BEING THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN QUIET TITLE DECREE AT RECEPTION NO. 487560, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, BEING MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 89°03'54" EAST, A DISTANCE OF 1335.20 FEET;
THENCE NORTH 89°03'54" WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 868.49 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 364295;
THENCE NORTH 01°02'05" EAST, A DISTANCE OF 8.11 FEET TO THE SOUTH LINE OF LOT 1 OF THE SAID ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 89°21'03" EAST, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 489.07 FEET;
THENCE SOUTH 89°29'23" EAST, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 85.92 FEET TO THE COMMON CORNER OF SAID LOT 1 AND LOT 2 OF THE SAID ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT;
THENCE NORTH 00°07'47" WEST, A DISTANCE OF 292.16 FEET;
THENCE SOUTH 89°03'53" EAST, A DISTANCE OF 294.61 FEET;
THENCE SOUTH 00°07'11" WEST, A DISTANCE OF 303.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.17 ACRES

REVISED:	CITY OF SALIDA 2.17 ACRE SOUTH ARK ANNEXATION TO THE CITY OF SALIDA <i>LOCATED WITHIN A PORTION OF LOT 2 ARMSTRONG-CITY OF SALIDA BOUNDARY LINE ADJUSTMENT AND WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO</i>
JOB # 22040	 LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: DECEMBER 2, 2024	
SHEET 1 OF 2	



City Council Action Form

Department	Presented By	Date
Finance	Aimee Tihonovich - Finance Director	October 21, 2025

Agenda Item

Ordinance 2025-21: an ordinance amending the Salida Municipal Code with regard to the compensation of the Mayor, City Council, and the City Treasurer.

Background

At the September 15 Council Work Session, the City Council directed staff to prepare an amendment to the Municipal Code regarding medical insurance benefits for Elected Officials. The proposed amendment would apply to officials elected for the next and future terms. Under the new provisions, Elected Officials would be eligible for medical coverage under the same terms as City employees; however, the City would no longer contribute toward the cost of dependent coverage.

Recommendation

Staff recommends Council approve on first reading and set second reading and public hearing for October 21, 2025.

Fiscal Impact

This change is expected to save up to \$50,000 in the City's cost of benefits in the 2026 budget.

Motion

A Councilmember should state " I move to _____ Ordinance 2025-21 amending the Salida Municipal Code with regard to the compensation of the Mayor, City Council, and the City Treasurer." Followed by a second and a roll call vote.

**City Of Salida, Colorado
Ordinance No. 21
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Amending the Salida Municipal Code with Regard to the Compensation of the
Mayor, City Council, and the City Treasurer**

WHEREAS, the City of Salida, Colorado ("City") is a statutory city, duly organized and existing under the laws of the state of Colorado; and

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

WHEREAS, pursuant to 31-4-109, C.R.S., Council must determine compensation for the mayor and council members for the period for which they will be elected, and the Council may not increase or decrease that compensation during the term of that elected officials term of office; and

WHEREAS, in a review of the City's budget, it sometimes becomes necessary to review and make additional amendments to compensation for elected officials; and

WHEREAS, the City Council now finds it is in the best interest of the community and its citizens to amend Articles II and III of the Chapter 2 of the Salida Municipal Code to conform relevant code provisions to the best practices for compensation of elected officials.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by Council.

Section 2. Section 2-2-50, entitled "Compensation" of the Salida Municipal Code is hereby amended to read as follows:

Sec. 2-2-50. – Compensation.

(a) The Mayor and Council Member shall be paid monthly as provided by ordinance and amended from time to time.

(1) Mayor: ~~Starting with the term of office commencing at the first meeting after the November 7, 2023 election, the salary of the~~ The Mayor shall be one thousand dollars (\$1000.00) per month.

(2) Council members: ~~Starting with the term of office commencing at the first meeting after the November 7, 2023 election, the~~ The salary of

Council members shall be seven hundred fifty dollars (\$750.00) per month.

- (b) The compensation paid to any member of the City Council, including the Mayor, shall not be increased or diminished for the term of office for which he or she has been elected or appointed. Any Mayor or Council member who has resigned or vacated an office prior to the end of his or her elective or appointed term shall not be eligible to election or reappointment to the same during such term if the rate of compensation has been increased.
- (c) The Mayor and Council members shall be eligible to buy into the City health insurance and retirement plan on the same basis as City employees. **If the Mayor or Council members wish to add any of their dependents to the plan, the Mayor or Council member will be responsible for one hundred percent (100%) of the premium.** The Mayor and Council members participating shall have the cost of insurance or retirement deducted from their compensation. If said compensation is inadequate to cover the cost of the insurance or retirement plan, the Mayor or Council member will be required to pay the City the remaining balance.

Section 3. Section 2-3-50(c), entitled “City Treasurer” of the Salida Municipal is hereby amended to read as follows:

Sec. 2-3-50. – City Treasurer.

...

- (c) Compensation. The City Treasurer shall be paid monthly as provided by ordinance and amended from time to time.
 - (1) ~~Starting with the term of office commencing at the first meeting after the November 7, 2023 election, the~~ **The** salary of the City Treasurer shall be seven hundred fifty dollars (\$750.00) per month.
 - (2) The City Treasurer shall be eligible to buy into the City health insurance and retirement plan on the same basis as City employees. **If the City Treasurer wishes to add any of their dependents to the plan, the City Treasurer will be responsible for one hundred percent (100%) of the premium.** If the City Treasurer participates in either plan, they shall have the cost of insurance or retirement contributions deducted from their compensation. If said compensation is inadequate to cover the cost of the insurance or retirement plan, the City Treasurer will be required to pay the City the remaining balance.

Section 4. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this Ordinance as determined by a Court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

Introduced on First Reading, on the 7th day of October, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 10th day of October, 2025, and set for Second Reading and Public Hearing on the 21st day of October, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 21st day of October, 2025.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____, 20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk



City Council Action Form

Department	Presented By	Date
Administration	Geoff Wilson, City Attorney Kristi Keller - City Clerk	October 21, 2025

Agenda Item

Ordinance 2025-22 - An Emergency Ordinance of the City of Salida, Colorado Repealing Ordinance 2025-15

Background

On August 27, 2025, a referendum petition was filed challenging the effect of Ordinance 2025-15, which approved zoning of the 5-H LLC property as High Density Residential (R-3).

On September 23, 2025, the Final Determination of Referendum Petition Sufficiency was issued and sent to the petitioners, Ralph J. Wentz and Kenneth J. Wool, via email and first-class mail. Per the statutory process, a 40-day protest period began upon the filing of the petition August 27, 2025 and concluded on October 6, 2025.

According to C.R.S. § 31-11-105(3), once a referendum petition is filed the ordinance in question does not take effect. Upon a final determination of petition sufficiency by the City Clerk, the City Council must promptly reconsider the ordinance.

Upon reconsideration, the City Council must decide whether:

1. Repeal Ordinance 2025-15, thereby ending the referendum process and nullifying the ordinance; or
2. Decline to repeal, in which case the ordinance must be referred to the voters at a special election.

If referred to voters, the special election must occur between 60 and 150 days from the date of the sufficiency determination—no earlier than November 22, 2025, and no later than February 20, 2026. The ordinance or part thereof shall not take effect unless a majority of the registered electors voting on the measure at the election vote in favor of the measure (CRS 31-11-105(4)).

If Council chooses to repeal Ordinance 2025-15, this must be accomplished at Council's October 21 meeting, which does not allow such a repeal through the City's ordinary two-reading ordinance process. Accordingly, the repealer ordinance has been prepared as an "emergency ordinance," which State law permits to take effect upon passage.

Recommendation

This Ordinance is being brought forward to the Council for their consideration.

Fiscal Impact

The estimated fiscal impact of holding a special election is approximately \$30,000, which does not include staff time.

Motion

A City Councilmember should state "I move to _____ An Emergency Ordinance of the City of Salida, Colorado Repealing Ordinance 2025-15", followed by a second and a roll call vote.

**City of Salida, Colorado
Ordinance No. 22
Series of 2025**

**An Emergency Ordinance of the City Council of the City of Salida, Colorado
Repealing Ordinance 2025-15**

WHEREAS, On August 27, 2025, a referendum petition was filed challenging the effect of Ordinance 2025-15, which approved zoning of the 5-H LLC property as High Density Residential (R-3); and

WHEREAS, On September 23, 2025, a Final Determination of Referendum Petition Sufficiency was issued by the City Clerk; and

WHEREAS, According to C.R.S. § 31-11-105(3), once a referendum petition has been deemed sufficient, the ordinance in question is referred to the City Council, which shall reconsider the challenged ordinance, and may either repeal it or refer the question of its approval to City voters; and

WHEREAS, The City Council has determined that repeal of Ordinance 2025-15 is the best course of action for the City; and

WHEREAS, The aforementioned State law requires that the repeal of the challenged ordinance be accomplished at the meeting at which the ordinance is reconsidered, which requires that such action be taken by emergency ordinance, because only an emergency ordinance may take effect upon passage:

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. Ordinance 2025-15 is hereby repealed.

3. *Basis for adoption as emergency ordinance.* State law requires that any repeal of an ordinance following receipt of a referendum petition take place at the meeting at which the City Council reconsiders the challenged ordinance. C.R.S 31-11-105(3) Ordinances adopted through the City's ordinary ordinance process do not take effect upon passage; only emergency ordinances take effect immediately. Accordingly, passage of this ordinance as an emergency ordinance is required in order to comply with State law.

INTRODUCED AND ADOPTED AS AN EMERGENCY ORDINANCE by the City Council on the 21st day of October, 2025 and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after adoption on the 21st day of October, 2025.

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	October 21, 2025

AGENDA ITEM

Resolution 2025-47, a Resolution of the City Council of the City of Salida, Colorado, Establishing October 24, 2025, as World Polio Day

BACKGROUND

Each year, Rotary International requests community leaders recognize October 24 as World Polio Day. This day was established by Rotary International to commemorate the birth of Jonas Salk, who led the first team to develop a vaccine against poliomyelitis. World Polio Day helps to raise awareness of the importance of polio vaccination to protect every child from this disease.

RECOMMENDATION

Staff is presenting this Resolution per Mayor's Shore's request and recommends Council approve.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state, "I move to _____ Resolution 2025-47, a Resolution of the City Council of the City of Salida, Colorado, Establishing October 24, 2025, as World Polio Day", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 47
Series of 2025

**A Resolution of the City Council of the City of Salida, Colorado Establishing
October 24, 2025, as World Polio Day**

WHEREAS, Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than US\$2.8 billion and countless volunteer hours to protecting more than 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$11 billion to the effort; and

WHEREAS, there are over 1.4 million Rotary members in more than 45,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The Salida City Council supports and appreciates the work done by Rotary International to eradicate polio and established October 24, 2025 as World Polio Day in the City of Salida.

Resolved, Approved and Adopted this 21st day of October, 2025.

City of Salida, Colorado

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



City Council Action Form

Department	Presented By	Date
Finance	Aimee Tihonovich - Finance Director	October 21, 2025

Agenda Item

Resolution 2024-48: A resolution summarizing revenues and expenditures for each fund and adopting a budget for the 2026 calendar year.

Background

City Council reviewed the proposed budget during work sessions held on September 2 and September 15, during which staff received direction for finalizing the document. Notice of the budget's availability for public inspection was properly issued, and the document has been accessible online and in the Finance Office since September 9.

Since Council last met on the budget, the following changes have been proposed:

- **Police Building Remodeling Project Funding Adjustment:**
Following a final review of projected fund balances, staff has determined that less General Fund support is needed for the police building remodeling project. An additional \$800,000 is now expected to be available in the Capital Improvement Fund (CIP), due to earlier, overly conservative estimates of final costs for the fire station project, including the solar array.

As a result, the General Fund is in a stronger position than previously proposed. The updated budget now reflects an ending General Fund reserve equal to 12.3% of operating expenses, compared to the 6.8% reserve presented in September.
- **Flour Mill Project Funding:**
We have received confirmation that the Flour Mill project has secured funding to proceed with the first phase of work. Per our agreement, the City will likely need to reimburse the property owner for public infrastructure costs in 2026. Therefore, the previously agreed-upon \$200,000 has been added to the Housing Fund budget.
- **South Ark Project – Owner's Representative:**
To support the successful execution of the South Ark project, staff has determined that hiring an Owner's Representative is in the City's best interest. Accordingly, an additional \$75,000 has been added to the Housing Fund budget to cover this expense.

Recommendation

After holding a public hearing and giving due consideration to citizen comments as well as any final council comments, it is recommended that the public hearing be closed, and that Council approve the motion.

Fiscal Impact

When this resolution is adopted, it will establish a spending limit of \$63,368,538 out of 9 funds in 2026.

Motion

A City Councilmember should state "I move to approve Resolution 2024-48 summarizing revenues and expenditures for each fund and adopting a budget for the calendar year beginning on the first day of January 2026 and ending on the last day of December 2026", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 48
Series of 2025

A resolution of the City Council of the City of Salida, Colorado, summarizing revenues and expenditures for each fund and adopting a budget for the calendar year beginning on the first day of January 2026 and ending on the last day of December 2026

WHEREAS, The City Council of the City of Salida appointed the City Administrator to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, on September 2, 2025, the City Administrator submitted a proposed budget to the City Council for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with applicable law, said proposed budget was open for inspection and a public hearing held on October 21, 2025 and interested taxpayers were given the opportunity to file or register any objections to said budget.

Now therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. Estimated revenues and expenditures for each fund are as follows:

Estimated Revenues

General Fund	\$14,348,153
Water Fund	\$ 2,730,000
Wastewater Fund	\$ 2,976,363
Conservation Trust Fund	\$ 74,500
Streets Fund	\$ 7,161,146
Capital Improvement Fund	\$ 1,258,000
Economic Development Fund	\$ 157,611
Lodging Tax Fund	\$ 510,000
Housing Fund	\$ 6,871,000
	<u>\$36,086,773</u>

Estimated Expenditures

General Fund	\$16,163,654
Water Fund	\$ 8,717,091
Wastewater Fund	\$18,323,179
Conservation Trust Fund	\$ 70,500
Streets Fund	\$ 8,189,314
Capital Improvement Fund	\$ 2,058,000
Economic Development Fund	\$ 249,800
Lodging Tax Fund	\$ 510,000
Housing Fund	\$ 9,362,000
	<u>\$63,643,538</u>

2. Fund Balance reserves are utilized to balance the budget when current revenues as shown above do not fully support the expenditures.
3. The adoption of the 2026 Budget, by this resolution, shall and does hereby constitute the basis for appropriation of the several sums specified herein as expenditures from the various funds and of the total such expenditure.
4. The 2026 Annual Budget as submitted and herein above summarized by fund, hereby is approved, and adopted as the Budget of the City of Salida for the year stated above.

Resolved, Approved and Adopted this 21st day of October, 2025.

City of Salida, Colorado

By _____
Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



City Council Action Form

Department	Presented By	Date
Community Development	Bill Almquist - Community Development Director	October 21, 2025

Agenda Item

Resolution 2025-50: Approving a First Amendment to Option to Ground Lease with Artspace Projects, Inc.



Approved 1st & D Apartment Building Concept

Background

The City of Salida and Artspace Projects, Inc. (Artspace) previously entered, via Ordinance 2023-19, into an Option for Artspace to ground lease the City-owned property at 102 D Street and 233 E. First Street for the purposes of developing, constructing, renovating and operating—in accordance with the Space to Create Colorado program—an affordable housing project for individuals and their families, consisting of approximately nineteen (19) apartments and related uses. A previous court order that gave the City the ability to acquire the property via eminent domain requires that the property be used for affordable housing. Artspace was selected to lead the project in 2023 and the project went through a conceptual vetting process with the public and was ultimately approved by City Council in 2024. The original Option gave Artspace the ability to formally execute a ground lease agreement with the City until December 31, 2025 with an opportunity to extend the Option deadline an additional 12 months to allow time to secure the financing necessary for the project.

Since the initial Option, Artspace has hired an architecture firm (Cushing Terrell) and a general contractor (MW Golden) to assist with design, engineering, and cost estimates. The project is currently in the design development phase with construction documents anticipated at the end of

2025/beginning of 2026. Artspace, with support from the City, has also secured \$1.75 million of funding for development costs through the Colorado Community Revitalization Tax Credit program. The project was also a finalist for the Colorado Housing and Finance Authority's Middle Income Housing Tax Credit program in 2025 but, unfortunately, we have been asked to reapply in Spring 2026 due to a lack of funding available for all finalists. That tax credit award, coupled with other smaller grants and additional loans to Artspace, will be necessary to fund construction of the project. The extension to the Option should give Artspace the additional time necessary to apply for and receive those funds, which are competitive and generally only come available once a year.

Recommendation

City staff recommends approval of Resolution No. 2025-50, Approving a First Amendment to Option to Ground Lease with Artspace Projects, Inc.

Fiscal Impact

There is no direct fiscal impact to the City.

Motion

A City Councilmember should state "I move to _____ Resolution 2025-50, Approving a First Amendment to Option to Ground Lease with Artspace Projects, Inc.," followed by a second and a roll call vote.

Attachments:

Resolution 2025-50

First Amendment to Option to Ground Lease

Ordinance 2023-19 and Original Option to Ground Lease

**City of Salida, Colorado
Resolution No. 50
(Series of 2025)**

A Resolution of the City Council of the City of Salida, Colorado, Approving a First Amendment to Option to Ground Lease with Artspace Projects, Inc

WHEREAS, the City of Salida (the “City”) and Artspace Projects, Inc. (“API”) entered into an “Option to Ground Lease Real Property, located at 102 D Street and 233 E. First Street, to Artspace Projects, Inc.” (“Option to Ground Lease”) for the purposes of developing, constructing, renovating and operating, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of nineteen (19) apartments and related uses;

WHEREAS, Section 2 of the Option to Ground Lease entitles API with “the right to extend” the Termination Date “by twelve (12) months upon securing financing necessary to complete the Project;”

WHEREAS, the Parties acknowledge that additional time is necessary for API to advance the Project due to delays in the award of grant funding anticipated to support development;

WHEREAS, accordingly, the Parties agree that the Option Term, originally set to expire on December 31, 2025, shall be extended for one (1) year, through and including December 31, 2026;

WHEREAS, this extension is intended to allow API sufficient opportunity to secure financing and otherwise perform its responsibilities under this Agreement, while preserving the City’s interest in the timely advancement of the Project; and

WHEREAS, the City Council desires to approve and authorize the First Amendment to Option to Ground Lease, attached hereto as Exhibit A.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council authorizes the Mayor to sign the First Amendment to the Option to Ground Lease, attached hereto as Exhibit A.

Resolved, Approved and Adopted this 21st day of October, 2025.

City of Salida, Colorado

By _____
Mayor

[SEAL]

[ATTEST]

City Clerk

Exhibit A
First Amendment to Option to Ground Lease

First Amendment to the December 19, 2023 Option to Ground Lease Between the City of Salida and Artspace Projects, Inc.

THIS FIRST AMENDMENT to the December 19, 2023 Option to Ground Lease ("First Amendment") is made and entered into this ____ day of October, 2025 ("Effective Date"), by and between the **City of Salida**, a statutory city and political subdivision of the State of Colorado, whose address 448 E 1st Street, Salida, Colorado 81201, hereinafter referred to as "**City**," and **Artspace Projects, Inc.**, a Minnesota nonprofit corporation having an address of 528 Hennepin Avenue, Suite 700, Minneapolis, Minnesota 55403, hereinafter referred to as "**API**" (each a "Party" and collectively, the "Parties").

WHEREAS, on December 19, 2023, pursuant to Salida City Council Ordinance 2023-19, the City and API entered into an "Option to Ground Lease Real Property, located at 102 D Street and 233 E. First Street, to Artspace Projects, Inc." ("Option to Ground Lease") for the purposes of developing, constructing, renovating and operating, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of nineteen (19) apartments and related uses;

WHEREAS, Section 2 of the Option to Ground Lease entitles API with "the right to extend" the Termination Date "by twelve (12) months upon securing financing necessary to complete the Project;"

WHEREAS, the Parties acknowledge that additional time is necessary for API to advance the Project due to delays in the award of grant funding anticipated to support development;

WHEREAS, accordingly, the Parties agree that the Option Term, originally set to expire on December 31, 2025, shall be extended for one (1) year, through and including December 31, 2026;

WHEREAS, this extension is intended to allow API sufficient opportunity to secure financing and otherwise perform its responsibilities under this Agreement, while preserving the City's interest in the timely advancement of the Project;

WHEREAS, the Parties now desire to amend the Option to Ground Lease to extend the Termination Date by one year, as contemplated in Section 2 of said Option to Ground Lease; and

WHEREAS, by the approval of this First Amendment, the City in no way abrogates or modifies the assignment of the rights, duties, obligations, responsibilities, and benefits of the Option to Ground Lease, except as specifically provided for in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, promise and covenant as follows:

1. Incorporations of Recitals. The Parties hereby acknowledge that the recitals set forth above are true and correct, and those recitals are incorporated into the body of this First Amendment by reference.

2. Option to Ground Lease: The City hereby grants to API an exclusive option to ground lease the Property (the “**Option**”). The Option shall remain in full force and effect and may be exercised by API at any time until the first to occur of (i) the closing of the primary construction financing (excluding predevelopment financing) for the Project or (ii) December 31, 2026 (hereinafter referred to as the “**Termination Date**”).

- To API: Artspace Projects, Inc.
528 Hennepin Avenue, Suite 700
Minneapolis, Minnesota 55403
Attn: President/COO/Sr. VP Properties

City of Salida

ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Notary Public

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Artspace Projects, Inc.

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

ACKNOWLEDGED before me this _____ day of _____ 2025,
by _____, the _____ Director of Artspace Projects,
Inc., a nonprofit corporation under the laws of Minnesota.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

[S E A L]

Exhibit A
**December 19, 2023 Option to Ground Lease Agreement between City of Salida and
Artspace Projects, Inc**

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 19
(Series of 2023)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING AN OPTION TO GROUND LEASE REAL PROPERTY, LOCATED AT
102 D STREET AND 233 E. FIRST STREET, FROM THE CITY OF SALIDA TO
ARTSPACE PROJECTS, INC.**

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, pursuant to Colorado Revised Statutes § 31-15-401, the City, acting by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to Colorado Revised Statutes § 31-15-713, the Council also possesses the authority to approve leases of City property for periods in excess of one year by ordinance; and

WHEREAS, the City owns certain real property within the City, located in downtown Salida, prime for redevelopment as workforce housing for the community, commonly known as 102 D Street and 233 E. First Street, Salida, Colorado 81201, and more specifically described and referred to within the Option to Ground Lease Agreement, attached hereto as **Exhibit A** (the “Property”); and

WHEREAS, pursuant to a Final Rule & Order filed by the Chaffee County District Court, dated June 14, 2022, the City was granted fee simple interest in the Property via eminent domain “to construct and maintain affordable housing and related improvements, and for other municipal uses,” and

WHEREAS, the provision of safe, affordable housing in Salida is a critical need, and whereas the 2022 Chaffee County Housing Needs Assessment indicated that 1,105 new homes are needed for the local workforce by 2027, with 415 new rental units needed in Salida alone; and

WHEREAS, the City, in partnership with Artspace, a non-profit housing organization, identified in a Feasibility Study and Needs Survey that the community has goals for Preserving Affordability, Supporting Rural Creatives and Art Forms, Supporting a Diverse Cultural Community, and Anchoring a Creative District with new housing opportunities in downtown Salida; and

WHEREAS, in furtherance of these goals, the City wishes to ground lease the Property to Artspace for the purposes of developing, constructing, renovating and operating, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of approximately nineteen (19) apartments and related uses; and

WHEREAS, the City Council therefore desires to enter into the Option to Ground Lease Agreement with Artspace Projects, Inc., attached hereto as **Exhibit A**, finding that the lease of the Property will benefit the City, its workforce, its residents, its businesses, its customers and its Creative Art District.

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

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

Section 2. Option to Ground Lease Approved. Pursuant to Colorado Revised Statutes § 31-15-713, the City Council hereby accepts and approves the Option to Ground Lease Agreement between the City of Salida and Artspace Projects, Inc., attached hereto as **Exhibit A**.

Section 3. Execution of Option to Ground Lease Agreement. The City Council authorizes the Mayor on behalf of the City to execute the Option to Ground Lease Agreement, attached hereto as **Exhibit A**, and to execute and deliver any and all other documents reasonably necessary or convenient to effectuated the intent of the Option to Ground Lease Agreement, in accordance with the terms of this Ordinance.

Section 4. Severability. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on December 5, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 8th day of December 2023, and set for second reading and public hearing on the 19th day of December, 2023.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED ~~IN FULL~~ BY TITLE ONLY by the City Council on this 19th day of December, 2023.



ATTEST:

Erin Kelley
City Clerk Erin Kelley

City of Salida

[Signature]
Mayor Dan Shore

EXHIBIT A

Option to Ground Lease Agreement between City of Salida and Artspace Projects, Inc.

OPTION TO GROUND LEASE

19th THIS OPTION TO GROUND LEASE (the "Agreement") is made and entered into this day of December, 2023 (the "Effective Date"), by and between the **CITY OF SALIDA, COLORADO** (hereinafter the "City"), a statutory city existing under the laws of the State of Colorado having an address at 448 E 1st Street, Salida, Colorado 81201, and **ARTSPACE PROJECTS, INC.** (hereinafter "API"), a Minnesota nonprofit corporation having an address at 250 Third Avenue North, Suite 400, Minneapolis, Minnesota 55401. Hereinafter the City and API shall individually be referred to as "Party" or collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to that certain Final Rule & Order filed by the District Court, Chaffee County, Colorado dated June 14, 2022 (the "Order"), which Order is attached hereto as Exhibit A, the City is the owner of certain real property located at 102 D Street and 233 E. First Street within the City of Salida, more particularly described on Exhibit B (the "Property"); and

WHEREAS, API intends to ground lease the Property and develop at the Property, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of, but not necessarily limited to, approximately nineteen (19) apartments and related uses (the "Project"), which Project shall be funded, in part, with use financing necessary for the development and operation of the Project; and

WHEREAS, API has requested, and the City has agreed to grant API an option to ground lease the Property for purposes of developing the Project on the Property, all in accordance with the terms set forth herein as well as in compliance with all local, State and federal laws, rules, regulations and requirements, as amended from time to time.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings ascribed thereto:

- a. Affiliate Person shall mean an individual or entity controlled directly or indirectly by API, which will own the Project in lieu of API.
- b. CHFA shall mean the Colorado Housing and Finance Authority.
- c. Commencement Date shall mean the date API delivers written notice to the City of the exercise of the Option.
- d. DOLA shall mean the Colorado Department of Local Affairs

e. Encumbrances shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Property.

f. Environment shall mean water or water vapor, land surface or subsurface, air, wildlife, biota and all other natural resources.

g. Environmental Law shall mean any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, in effect as of the Effective Date, relating to pollution or protection of public health or the Environment from Hazardous Materials (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Clean Air Act, as amended, and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority, but shall exclude the Occupational Safety and Health Act, as amended, and similar state laws.

h. Governmental Authority shall mean any federal, state or local governmental court, agency or other entity, body, organization or group exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative government function.

i. Ground Lease shall have the meaning provided in Section 3.

j. Hazardous Material shall mean any petroleum, PCBs, asbestos, chemical substance, waste, pollutant or contaminant, as defined in, or regulated by, any Environmental Law or as determined by any Governmental Authority.

k. Option shall have the meaning provided in Section 2.

l. Option Term shall mean the period from the Effective Date to the Termination Date.

m. Permitted Encumbrances shall mean the Encumbrances listed on the schedule of exceptions to be contained in the leasehold title policy to be dated as of the Commencement Date, or as described as a Permitted Encumbrance in this Agreement.

n. Person shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

o. Project shall have the meaning provided in the Recitals.

p. Property shall have the meaning provided in the Recitals.

q. Taking shall mean any taking or pending or threatened taking, in condemnation or under the right of eminent domain of the Property or any portion thereof.

r. Termination Date shall have the meaning provided in Section 2.

2. Option to Ground Lease: The City hereby grants to API an exclusive option to ground lease the Property (the "Option"). The Option shall remain in full force and effect and may be exercised by API at any time until the first to occur of (i) the closing of the primary construction financing (excluding predevelopment financing) for the Project or (ii) December 31, 2025 (hereinafter referred to as the "Termination Date"). API has the right to extend the date in item (ii) above by twelve (12) months upon securing financing necessary to complete the Project.

3. Terms and Conditions of Lease: The City and API shall enter into a ground lease for the Property in a form substantially the same as the form attached hereto as Exhibit C, subject to changes required by any lender or funder of the Project and approved by the City, which approval shall not be unreasonably withheld, conditioned, delayed or denied (the "Ground Lease") no later than the Termination Date. On the Commencement Date the mutually acceptable finalized version of the Ground Lease shall take effect. The parties shall negotiate the Ground Lease in good faith. If, despite reasonable efforts, the Parties are unable to negotiate a Ground Lease that is acceptable to both Parties, then this Option and all obligations of the Parties shall terminate on the Termination Date. While not specific to this Option, API understands that the City may be interested in additional terms for the Ground Lease, including but not limited to: local preference in procurement of goods and services as is reasonable for the construction of any future improvements; the City's participation in design, architecture, financing and construction of future improvements; the City's interest in any non-residential space or other City-funded improvements; the final term of the lease and the timing of project construction; lease renewal options.

4. Ground Lease Rent and Term: The rent payable under the Ground Lease is anticipated to be ONE DOLLAR (\$1.00) per year. The term of the Ground Lease shall be no less than thirty-five (35) years from the Commencement Date with two (2) five (5) year extensions. The Ground Lease's rent and term shall ultimately be decided in consultation with the any lender or funder of the Project and the City of Salida. Notwithstanding the foregoing, this Agreement and the terms contained herein shall not constitute a multiyear fiscal obligation for the City.

5. Limitations on City's Contribution to the Project. The Parties recognize and acknowledge that the City acquired the Property as a result of substantial expenditure of public funds, and that the City's contribution to the Project is the value of the Property that is being provided for use of the Project at little cost to API in order for the City to receive the benefits

described above and for the community. The Parties do not contemplate further contributions from the City other than those payments made in accordance with that certain Professional Services Agreement between the City and API dated May 16, 2023. However, the City may, in its sole discretion, provide further contributions, funds, donations, or outlay of funds or in-kind services to assist in the development of the Project. API represents and warrants that it believes it can provide or acquire all necessary funding for the Project, other than for acquisition of the Property, from sources other than the City. The Parties acknowledge that some sources of financing may require the City to participate in the application, receipt and deployment of such funds.

6. Restrictive Covenants. The Parties acknowledge and agree that API will be permitted to record restrictive covenants (as contained in certain land use restriction agreement(s) required by CHFA, DOLA and such other applicable Persons as may be necessary to develop the Project (the "LURA")) on the land and all improvements and that the LURA shall be binding on the City and any successor in interest to the City's interest in the Property. The Parties further acknowledge and agree that upon the termination of the LURA by foreclosure or deed in lieu thereof, the Parties agree not to evict any residential tenants without cause and likewise acknowledge and agree that they will not increase the gross rent for a period of three (3) years.

7. Right to Inspect Property. The Parties acknowledge and agree that this Option is subject to a determination by the API on the desirability of the Property for the Project, including API's environmental review of the Property. During the Option Term, API may conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property, including all environmental, surveying, engineering, soil borings and other tests with respect to the Property. API and its consultants, agents, engineers, inspectors, contractors, and employees, upon notice to the City, shall be given reasonable access to the Property for the purpose of performing such due diligence.

8. Warranties and Representations of the City. As a material inducement to cause API to enter into this Agreement, the City represents to API that as of the Effective Date, throughout the term of this Agreement and as of the Commencement Date the following are true:

a. The City has full right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when fully executed will constitute a valid and binding agreement of the City, enforceable against the City according to its terms.

b. The City has title to the Property. The City is not aware of any party that has or shall have any right in, or to acquire the Property. At the Commencement Date, the Property shall be free and clear of all Encumbrances except Permitted Encumbrances.

c. There is no action, suit, proceeding or investigation pending or, to the City's knowledge, threatened before any Governmental Authority which relates to the Property or the City's use of the Property.

d. There is no known Taking affecting the Property.

e. The Property is not situated in any area classified by any Governmental Authority as being a "wetland" or "flood-prone."

f. The City has received no notice from any Governmental Authority of a violation of any requirement of such Governmental Authority with respect to the use or occupation of the Property, including, but not limited to, Environmental Law, zoning, subdivision and other land use requirements, and the City has received no notice and have no knowledge of any violations or investigations relating to any such requirement.

g. The City has received no notice of any default or breach by the City under any covenant, condition, restriction, right of way or easement affecting the Property or any portion thereof, and no such default or breach is known by the City to now exist.

h. There are none, and, without the prior written consent of API, on the Commencement Date will be no service contracts, leases, purchase agreements or rights of first refusal affecting all or any part of the Property and there are and will be no oral or written promises, understandings, agreements or commitments between the City and any third party with respect to the Property.

i. There is no litigation or proceeding pending, or to the City's knowledge, threatened against or relating to the Property.

j. To the best of the City's knowledge, the Property is in compliance with, and the City has not been charged with, has not received any notice of and is not under investigation for, failure to comply with any Environmental Law. Neither the City nor, to the best of the City's knowledge, any prior owners and occupants of the Property have stored, treated, generated, transported, processed, handled, produced or disposed of any Hazardous Materials (except in compliance with applicable Environmental Laws) at the Property. There are no underground storage tanks at the Property of which the City is aware.

k. The Property is presently vacant land not being used for a governmental purpose.

l. The City is a statutory city under the laws of the State of Colorado and pursuant to the provisions of Section 31-15-713, Colorado Revised Statutes, prior to entering into the Ground Lease or this Agreement, the City shall adopt an ordinance authorizing the City to enter into the Ground Lease and this Agreement.

m. The City was granted fee simple interest in the Property via eminent domain by the Order "to construct and maintain affordable housing and related improvements, and for other municipal uses."

n. The City's entering into this Agreement and the Ground Lease, and the transferring of a leasehold estate in the Property to API, or its Affiliate, does not and will not violate the Order.

9. Covenants of the City. The City covenants that during the Option Term:

a. It shall not encumber the Property or enter into any lease or other occupancy agreement with respect thereto without the prior written consent of API.

b. The City shall, at its sole cost and expense, comply with all notices, orders and requirements issued by any Governmental Authority against or affecting the Property, to the extent such notices, orders and requirements are issued as a result of the City's use or ownership of the Property.

c. The City, upon knowledge of the same, shall promptly notify API of any material change with respect to the Property, or with respect to any information, representation or warranty heretofore or hereafter furnished by the City to API concerning the Property.

d. The City shall, upon request, provide API with reasonable access to the Property for the purpose of verifying the City's performance of its obligations hereunder.

10. Warranties and Representations of API. As a material inducement to cause the City to enter into this Agreement, API represents and warrants to the City that as of the Effective Date, throughout the term of this Agreement and as of the Commencement Date:

a. API has full right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when fully executed will constitute a valid and binding agreement of API, enforceable against API according to its terms.

b. API has substantial experience in the financing and development through completion of workforce and affordable housing projects similar to the Project and, further, that API intends to diligently pursue financing and development of the Project through the completion stage.

11. Covenants of API. API covenants that during the Option Term:

a. API shall work judiciously and in good faith at its sole cost to perform any and all due diligence regarding the historical or current use or uses of the Property.

b. API shall, upon knowledge of the same, promptly notify the City of any material findings with respect to the Property, or with respect to any representation or warranty heretofore or hereafter furnished by API to the City.

c. API shall, upon request, provide the City with reasonable satisfactory evidence or proof for the purpose of verifying API's compliance with performance of its obligations hereunder. Failure of API to provide such evidence or proof to the City for a period of twelve (12) consecutive months shall constitute an event of default under this Agreement which entitled the City to terminate the Option.

d. API shall not encumber the Property or enter into any lease or other occupancy agreement with any other person, party, or entity with the express written approval of the City.

12. Notice: All notices under this Agreement, including notice of the exercise of this Option, shall be in writing and shall be sent by certified or registered mail, return receipt requested, Federal Express, or similar private overnight carrier, addressed to the Party for which such notice is intended, at such Party's address set forth below or at such other address as may be provided by such Party to the other Party by notice complying with this Section. All notices sent pursuant to this Section shall be deemed effective when deposited in the mail or delivered to the overnight carrier, as the case may be, addressed as follows:

To the City: City of Salida, Colorado
448 E 1st Street, Suite 112
Salida, Colorado 81201
Attn: City Administrator

With a copy to: Wilson Williams LLP
1314 Main Street, Suite 101
Louisville, Colorado 80027
Attn: Nina P. Williams, Esq.

To API: Artspace Projects, Inc.
250 Third Avenue North
Suite 400
Minneapolis, Minnesota 55401
Attn: President/COO/Sr. VP Properties

With a copy to: Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Steven J. Weiss, Esq.

13. Miscellaneous Provisions.

a. Unless terminated pursuant to its provisions, this Agreement, and all of its agreements, warranties and representations, shall survive the Option Term and commencement of the Ground Lease.

b. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without regard to principles of conflict of laws. The Parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Chaffee County.

c. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior agreements,

understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d. No waiver by either Party hereto of any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

e. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

f. Upon prior written notice to the City, API may assign all of its rights under this Agreement to an Affiliate Person, including, but not limited to, the eventual tenant, in its sole and absolute discretion, without the consent of the City.

g. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns.

h. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

i. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

j. In the event that any one or more of the provisions contained in this Agreement should be found or held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

k. Time is of the essence of this Agreement.

l. City and API acknowledge that each Party's entry into this Agreement is voluntary in nature.

m. This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement. Each Party has had the opportunity to review this Agreement with independent legal counsel.

n. The Parties recognize and acknowledge that the City is a Colorado municipality and is entitled to the protections of the Colorado Governmental Immunity Act,

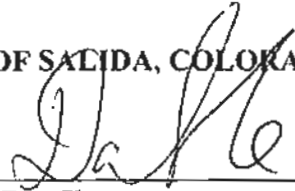
Sections 24-10-101, et seq., Colorado Revised Statutes ("**CGIA**"). By entering into this Agreement, the City does not waive, and does not intend to waive any of the protections to which it is entitled under CGIA.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and API have caused this Agreement to be executed under seal as of the day and year first above written.

CITY:

CITY OF SALIDA, COLORADO

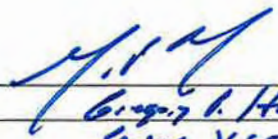
By: 

Name: Dan Shore

Title: Mayor

API:

ARTSPACE PROJECTS, INC.

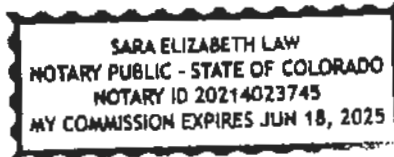
By: 

Name: Gregory B. Handberg

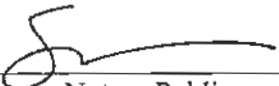
Title: Senior Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)



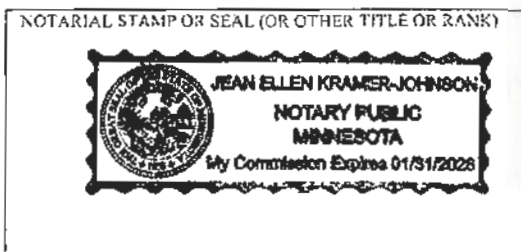
On the 19 day of December, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Dan Shore**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

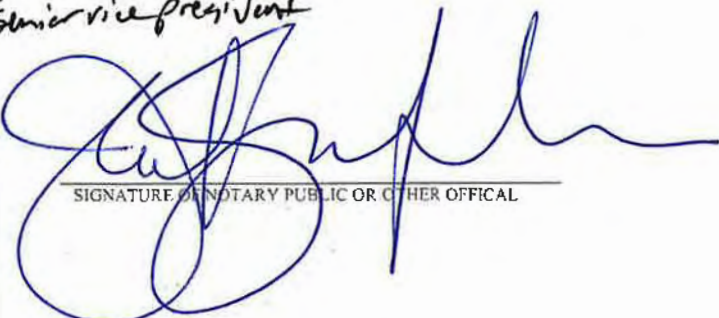


Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of December, 2023 by ~~[INSERT SIGNATORY NAME]~~, the ~~[INSERT TITLE]~~ of ~~Astospace Projects, Inc.~~, a nonprofit corporation under the laws of Minnesota. *Senior vice president*
Gregory Hawbury





SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	October 21, 2025

AGENDA ITEM

Resolution 2025-51, A Resolution of the City Council of the City of Salida, Colorado Approving an Intergovernmental Agreement between Chaffee County, the City of Salida, the Town of Buena Vista and The Town of Poncha Springs Regarding the Distribution of Revenue Collected through the Differential 4% Increased County-Wide Lodging Tax

BACKGROUND

During the last legislative session, Counties were given the authority to ask voters to increase lodging taxes up to 6%. Chaffee County's current 1.9% lodging tax currently funds tourism, housing and childcare initiatives. No funds from the County's lodging tax are distributed to the municipalities. The new legislation not only allows counties to increase their lodging tax, with voter approval, but also expanded the eligible uses to include public infrastructure, public safety and emergency services.

Through conversations with Chaffee County, the municipalities, Salida, Buena Vista and Poncha Springs, an allocation of the new lodging tax funds, if approved by voters, will be distributed for local projects that fit within the Statutorily eligible uses. If passed, the lodging tax will be assessed on all hotels, motels and short-term rentals in Chaffee County, including those in the Salida City limits.

The Chaffee Commissioners approved the attached IGA at their October 14, 2025, meeting, pending approval by each municipality.

RECOMMENDATION

Staff recommends approval, pending legal review.

FISCAL IMPACT

35% of the funds collected by the county will be distributed on a pro rata basis based on an average proportion of the total Chaffee County population and a proportion of the total lodging tax revenues being generated within each jurisdiction.

If citizens approve this tax increase, the City's portion of the shared tax will be significant. The County has estimated the impact could be over \$660,000 to the City's general fund. These dollars must be used on statutorily approved expenses, including, but not limited to, public infrastructure maintenance and improvements, and enhancing public safety measures by funding local law enforcement, fire protection, and emergency medical service.

MOTION

A City Councilmember should state, "I move to _____ Resolution 2025-51, A Resolution of the City Council of the City of Salida, Colorado Approving an Intergovernmental Agreement between Chaffee County, the City of Salida, the Town of Buena Vista and The Town of Poncha Springs", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 51
Series of 2025

A Resolution of the City Council of the City of Salida, Colorado Approving an Intergovernmental Agreement between Chaffee County, the City of Salida, the Town of Buena Vista and The Town of Poncha Springs Regarding the Distribution of Revenue Collected through the Differential 4% Increased County-Wide Lodging Tax

WHEREAS, the City of Salida Colorado is a statutory city, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function. service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, pursuant to House Bill 25-1247, as approved by Colorado legislature in May 2025 and thus amending C.R.S. § 30-11-107.5, effective July 1 2025, to allow for increase in local lodging tax and for expansion of its allowable use, Chaffee County may now submit to the voters a ballot question for increase in local lodging tax of up to a maximum of 6% (six percent) and permitting additional uses for such lodging tax revenues, including public infrastructure maintenance or improvements, and enhancing public safety measures by funding local law enforcement, fire protection, and emergency medical services; and

WHEREAS, by Resolution 2025-38 the Board of County Commissioners approved placing on the ballot a sales tax measure to increase the current 1.9% lodging tax by 4% to a total of 5.9% to be collected countywide including in the municipalities of Buena Vista, Salida and Poncha Springs; and

WHEREAS, the County and the Municipalities are collectively facing challenges funding critical infrastructure and emergency services.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings of the City Council.

2. The City Administrator or designee is hereby authorized to take any further action reasonably necessary or prudent to carry out the effect of this Resolution.

Resolved, Approved and Adopted this ____ day of _____, 20__.

City of Salida, Colorado

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ day of October 2025, among CHAFFEE COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BUENA VISTA and PONCHA SPRINGS and the CITY OF SALIDA (the "Municipalities"), municipalities and political subdivisions of the State (together "Parties").

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, Colorado Revised Statute ("C.R.S.") § 30-11-107.5 originally authorized counties to levy up to a two percent (2%) lodging tax on short-term rentals of rooms or accommodations for the purpose of advertising and marketing local tourism only.

WHEREAS, Pursuant to Chaffee County Resolution 1990-12, the Chaffee County Board of County Commissioners (the "Board") submitted to the voters a ballot question for a lodging tax of 1.9% (one point nine percent) which was approved by the voters.

WHEREAS, Pursuant to House Bill 25-1247, as approved by Colorado legislature in May 2025 and thus amending C.R.S. § 30-11-107.5, effective July 1 2025, to allow for increase in local lodging tax and for expansion of its allowable use, Chaffee County may now submit to the voters a ballot question for increase in local lodging tax of up to a maximum of 6% (six percent) and permitting additional uses for such lodging tax revenues, including public infrastructure maintenance or improvements, and enhancing public safety measures by funding local law enforcement, fire protection, and emergency medical services.

WHEREAS, By Resolution 2025-38 the Board of County Commissioners approved placing on the ballot a sales tax measure to increase the current 1.9% lodging tax by 4% to a total of 5.9% to be collected countywide including in the municipalities of Buena Vista, Salida and Poncha Springs.

WHEREAS the County and the Municipalities are collectively facing challenges funding critical infrastructure and emergency services; and

WHEREAS, in order to help address these challenges, the County is committed to sharing the additional 4% county-wide lodging tax with the Municipalities as set forth herein.

NOW, THEREFORE, be it covenanted and agreed as follows:

Section 1. The Parties agree that if the voters of Chaffee County approve Ballot Measure 1A then: 35% of the revenue collected through the differential 4% increased county-wide lodging tax will be distributed to the Municipalities for the following purposes, reflecting all of the statutorily allowable uses: a) advertising and marketing tourism, b) housing and childcare, 3) public infrastructure maintenance and improvements, and d) public safety including law enforcement, fire protection and emergency medical services.

Section 2. The 35% of revenues collected through the differential 4% increased county-wide lodging tax shall be divided amongst the three Municipalities on a pro rata basis based on an average of their respective proportion of the total Chaffee County population based on the most current Department Of Local Affairs (DOLA) Demographer's office population estimates as of the time revenues were collected, and the proportion of total lodging tax revenues being generated within each jurisdiction over the prior calendar year. This allocation shall be recalculated annually. Such revenues shall be remitted by the County to each Municipality on a monthly basis, based on the actual revenues received in the month prior.

Section 3. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

Section 4. Term and Termination of Agreement.

a. Effective Date. The term of this Agreement shall begin at the later approval of all the Parties or the approval of Ballot Measure 1A at the November 4, 2025 election.

b. Termination. The term of this Agreement shall end when the County and at least one other Party are not willing to remain as Parties to this Agreement or the county-wide lodging tax is repealed.

Section 5. Execution and Performance of Agreement in Accordance with Law. Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations, including but not limited to the State Constitution and statutes including but not limited to C.R.S. § 30-11-107.5 and this Agreement.

Section 6. Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability

of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement. Indemnity obligations of any designee of the County shall be governed by separate agreement.

Section 7. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Municipality(s) and County staff, and if not resolved, escalating to discussions between the applicable Municipality Manager(s) and County Administrator, and ultimately to the Municipality's Council or Trustees and Board of County Commissioners.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Chaffee County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Municipality defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 8. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 9. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 10. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 11. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 12. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

CHAFFEE COUNTY

Attest:

P.T. Wood, Chair,
Board of County Commissioners

Lori Mitchell, County Clerk

TOWN OF BUENA VISTA

Attest:

Libby Fay, Mayor

Paula Barnett, Town Clerk

TOWN OF PONCHA SPRINGS

Attest:

Ben Scanga, Mayor

Trisha Arosemena, Town Clerk

CITY OF SALIDA

Attest:

Dan Shore, Mayor

Kristi Keller, City Clerk



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 16, 2025

Administration and Human Resources

- Completed inaugural launch of Green Week which was supported by the City of Salida. Over 200 local residents came out to Green Week events.
- City Staff attended Mountain towns 2030 and CAST conference and was nominated for the “Small Towns Doing Big Things” award for the efforts of their staff and sustainability committee!
- 9 Press Releases were sent out during the month of September
- Started a monthly employee newsletter to educate staff on upcoming changes and events
- 2025 Year to Date Turnover – 16.35%
- Kathryn Wadworth was hired and onboarded as the new A&C Manager
- Month of September – 5 new hires onboarded; 3 employees offboarded – 3 voluntary

Arts and Culture

- No report available

City Clerk

- On October 6th, I participated in the Logic and Accuracy (L&A) Test conducted by the Chaffee County Clerk and Recorder’s office in preparation for the 2025 Coordinated Election. The testing process is a critical step in ensuring that the voting equipment is working properly before ballots are cast and counted.

The L&A Test involves checking the accuracy of voting machines by running a set of pre-determined test ballots through the system. The test ballots cover every possible voting scenario to ensure that all selections are read and recorded correctly. Designated Election Officials carefully verified the results to confirm that the machines are functioning exactly as they should.

- Since the last department update, we have received an additional 17 CORA requests, bringing the total to 107 requests year-to-date.
- Municipal Court has 25 cases for the October docket.
- We are currently processing one (1) marijuana renewal, two (2) new liquor license applications, one (1) liquor license transfer and processing several liquor license renewals.

Community Development

- No report available

Finance

- The budget is slated to be adopted at the upcoming October 21 Regular Council meeting. After adoption, we have 90 days to put the budget document together and submitted to GFOA and the State. We hope to have the document completed by year end.
- The Revenue Bonds which will finance the Highway 50 sewer line expansion will be sold this week and the details of the sale will be communicated. It is anticipated that we will have good results.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 16, 2025

Finance Office - Key Operating Metrics							
	Mar	Apr	May	Jun	Jul	Aug	Sep
Number of front desk customers served	234	238	224	225	213	188	203
Number of invoices paid	359	513	522	452	546	561	689
Number of utility bills processed	4,368	4,373	4,408	4,421	4,429	4,435	4,452
Number of online utility payments received	2,907	2,914	3,059	2,955	3,084	3,077	3,011
Number of delinquent utility accounts processed	370	411	404	327	294	351	426
Number of journal entries prepared	23	62	33	30	68	40	65
Number of payroll checks processed	324	324	318	382	397	359	321
Number of utility service orders processed	124	94	187	131	90	138	91
Number of new construction utility accounts set up	1	10	-	3	5	9	5
Number of Accounts Receivable billings	32	48	38	39	43	43	27
Percent of Utilities customers paying via digital payment methods	66.6%	66.6%	69.4%	66.8%	69.6%	69.4%	67.6%

Fire

- Fire Prevention Week Outreach**

During National **Fire Prevention Week**, the **Salida Fire Department (SFD)** was proud to visit several local schools to engage with our youngest community members and promote lifelong fire safety habits. SFD crews visited **Son Shine Inn, Salida Montessori, Salida Early Childhood Center, Longfellow Elementary, Discovery Ranch**, and **Honeybee School House**, reaching **over 200 students** across the Salida community.

The visits featured an engaging and educational **puppet show**, teaching essential safety skills like **Stop, Drop, and Roll** in a way that was both fun and memorable. Firefighters also conducted a **gear demonstration**, putting on their full protective equipment in front of the children to show them that even under all the heavy gear, a firefighter is always a **friendly helper**—not someone to fear during an emergency. This simple act helps young children feel more confident and less afraid if they ever need to be rescued in a real-life situation.

Students were also treated to a **guided engine tour**, where they got an up-close look at the tools, lights, and equipment firefighters use to keep our community safe. At the end of each visit, children received **goodie bags** packed with **fire prevention coloring books, educational materials, and fun SFD swag**.

These school visits serve as a vital part of SFD's commitment to early **fire safety education** and fostering **positive, trusting relationships** between first responders and families in our community.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 16, 2025



- **Free Smoke Alarm Installations: Protecting Homes, Saving Lives**

As part of our ongoing mission to protect the Salida community, the Salida Fire Department is offering free smoke alarm installations throughout the month of October. Thanks to our partnership with the American Red Cross, these alarms are provided at no cost to residents, and SFD crews will handle installation to ensure they are properly placed and working correctly.

Smoke alarms are a simple, proven tool that can double a family's chances of surviving a house fire. By taking proactive steps to ensure every home has functioning alarms, we're not just preventing tragedies, we're empowering residents with life-saving tools and knowledge.

To request a free installation, community members can call the fire station at (719) 539-2212. Whether you need a new alarm, a battery change, or just peace of mind, we're here to help.

This program is one more way SFD is working hand-in-hand with our neighbors to keep Salida safe and prepared.

- **SFD Barrow-a-Brush – Chimney Safety Program**

As temperatures drop and fireplaces begin to glow, the Salida Fire Department is reminding residents to think about chimney safety before the heating season begins. Our Chimney Sweep Brush Lending Program allows community members to borrow professional chimney sweep brushes—at no cost—to clean their fireplaces, wood stoves, or chimneys.

With winter comes a spike in residential heating-related fires. Many of these are preventable through regular maintenance and cleaning. By offering this simple tool, we're empowering Salida families to take proactive steps toward safety, comfort, and fire prevention.

Call the station to borrow brushes or learn more about how to safely prepare your home for the cold months ahead. Your safety is our priority—and that starts with prevention.

- **Bike Rodeo Safety Event – Teaching Through Hands-On Fun**



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 16, 2025

On Thursday, October 9, the Salida Fire Department was proud to partner with Absolute Bikes, SPOT, Su Casa, Sunrise Rotary, and the Salida Police Department for a highly engaging Bike Rodeo event. Held for all fourth graders at Longfellow Elementary, the event combined safety education with hands-on skill-building in a fun, interactive environment.

Students participated in a series of bike challenges including navigating a 4-way stop, completing cone maneuvers, and even a “slow race” to test balance and control—all while learning real-world biking and road safety rules. Each child received a free bike helmet from Absolute Bikes and a bike bell courtesy of SPOT, ensuring they’re better equipped to ride safely through their neighborhoods.

SFD was honored to be part of this event, reinforcing our role in the broader goal of community education, injury prevention, and youth engagement. When children learn safety skills early and interact positively with local responders, it builds a stronger, safer Salida for everyone.



Parks and Recreation

- No report available

Police

- No report available

Public Works

- Planning and Construction
 - Streets
 - Oak Street –Curb/gutter/sidewalk installation underway. Paving planned week of 10/20.
 - Downtown Streetscape – Bollard construction underway
 - SRTS CDOT Local Agency Project - Final FOR plans submitted to CDOT
 - 50-291 Intersection (CDOT Project) – CDOT provide preliminary design plans of the proposed roundabout. Landscaping improvements under design.
 - West 291 Entry (Mesa Ln to M St) – Final FOR plans submitted to CDOT
 - Utilities
 - Poncha Sewer Line: Contractor working on CDOT permits; Bond sales underway.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 16, 2025

- SCADA system being designed and coordinated with contractor
- Mesa Tank – Design underway
- Other CIP Items
 - South Ark Neighborhood – Phase 1 preconstruction meetings underway. Anticipate winter start date for construction (weather dependent).
 - Platting documents finalized
- Streets
 - Grading of public alleys underway
 - Storm sewer cleaning and maintenance
 - Asphalt patching
 - Sign maintenance
 - Support for special events and parades
- Utilities
 - Support on sewer development work in Poncha Springs
 - Smart meter swap out; nearing completion
 - Sanitary sewer line cleaning and inspection underway