



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE December 5, 2023
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ITEM

MOU with the Salida School District for community use and City management of the dog park

BACKGROUND

While the School District owns the land the Loyal Duke Dog Park is on, the City manages it for community use. The attached MOU describes the roles and responsibilities of each organization.

FISCAL NOTE

The Department currently does not have a means of parsing out the staff time required to manage the dog park.

STAFF RECOMMENDATION

To approve entering into the MOU with the Salida School District.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

Fourth Amendment to Real Property Lease

THIS FOURTH AMENDMENT TO REAL PROPERTY LEASE is made and entered into this 12 day of December, 2023 by and between the R-32-J SCHOOL DISTRICT (the "Lessor") and the CITY OF SALIDA, COLORADO (the "Lessee");

WITNESSETH:

WHEREAS, the Lessee and Lessor entered into a lease agreement dated August 4, 2009 (the Lease Agreement") for property identified as an approximately three-quarter (3/4) acre parcel of land bordered by the Ben Oswald Soccer Field parking lot, the Salida Trail, Holman Street, and the soccer equipment shed for use as an off-leash dog park (the "Dog Park" or "Property") that expired on August 31, 2014 and a Second Amendment to Real Property Lease that expires on August 31, 2019; and a Third Amendment to Real Property Lease that expires on September 1, 2024.

WHEREAS, the Lessee and Lessor amended the real property lease with the School District on April 10, 2010 to include a portion of the Ben Oswald parking lot (the "Parking Lot") as part of the subject property; and

WHEREAS, the City of Salida is now responsible for the operations and maintenance of the Dog Park; and

WHEREAS, the Lessee and Lessor now wish to amend the terms of the Lease Agreement to extend the term of the lease.

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

1. Paragraph 3 of the Lease, is hereby replaced as follows:

Term. The term of the Lease shall be for a period of one (1) year, commencing on September 1, 2024 and continuing through August 31, 2025 subject to earlier termination or renewal as provided in this Lease. The Lease will automatically renew for successive one- year terms unless terminated by either party upon written notice provided at least three (3) months prior to the expiration of the then current Lease term; provided, however, that the Lease and the automatic one-year renewals shall terminate at five (5) successive one-year terms, or on September 1, 2029.

2. All other terms and conditions of the Lease as amended shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

R-32-J SALIDA SCHOOL DISTRICT

By: _____

Title: _____ Superintendent _____

CITY OF SALIDA, COLORADO

By: _____

Title: _____ Mayor _____