



CITY COUNCIL REGULAR MEETING

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

November 02, 2020 - 6:00 PM

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/2923586433681497360>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live meetings click [here](#).

AGENDA

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

Community Updates

CONSENT AGENDA

- 2. Approval of Agenda
- 3. Approval of Meeting Minutes - October 20, 2020
- 4. Approve EastTex Tower Construction Contract
- 5. Approve Legal Services Agreement
- 6. Approve 2020 Effluent Flow Metering Project
- 7. Approve Collegiate Peaks Banking Proposal

CITIZEN COMMENT—Three (3) Minute Time Limit

NEW BUSINESS / ACTION ITEMS

- 8. Resolution 2020-39 – A Resolution of the City Council of the City of Salida, Colorado Authorizing the Exercise of the City's Power of Eminent Domain to Acquire Real Property for the Public Purpose of Constructing Affordable Housing

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

- [9.](#) Resolution 2020-40 - A Resolution of the City Council for the City of Salida, Colorado Approving Citizen Appointments to the Public Art Commission
- [10.](#) Resolution 2020-41 – A Resolution of the City Council for the City of Salida, Colorado Approving Citizen Appointments to the Historic Preservation Commission Pursuant to Section 2-7-10 of the Salida Municipal Code
- [11.](#) Declaration of Extension of State of Local Emergency – COVID-19 Action Plan Implementation

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton

Mayor Report

Treasurer Report

Staff Reports

BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor P.T. Wood

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CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

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

October 20, 2020 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harald Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

Council Member Pappenfort moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Critelli.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

The Motion Passed.

1. Approval of Agenda
2. Approval of Meeting Minutes – October 6, 2020
3. Authorize Revision with CDOT for US50 Phase 4 Project
4. Approve Alpine Park Light Schedule

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CITIZEN COMMENT–Three (3) Minute Time Limit

Kit Steimle spoke in support of the Salida Police Department and expressed his view that the Defunding the Police movement was very harmful to society.

PROCLAMATIONS

5. October as Domestic Violence Awareness Month

Mayor Wood read the Proclamation and declared October Domestic Violence Awareness Month.

NEW BUSINESS / ACTION ITEMS

6. Resolution 2020-36 - A Resolution of the City Council for the City of Salida, Colorado Approving the Inclusionary Housing Restrictive Covenant and Development Agreement for the 6906 LLC Apartments

Council Member Critelli moved to amend the Resolution by adding "provided, however, that the subject household earns no more than 120% of the AMI as a household in Chaffee County" to Section 4 and edit Section 9 adding "and as evaluated and re-evaluated annually". Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

The Amended Resolution Passed.

7. Resolution 2020-37 - A Resolution of the City Council for 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 2021 and Ending on the Last Day of December 2021, **Public Hearing**

Wood opened the public hearing.

Missy Brand asked Council to look at repurposing the current 2021 Law Enforcement Budget and reallocating some funds for local non-profits that would assist with mental healthcare and domestic violence calls.

Kit Steimle spoke in support of the Salida Police Department's work and strongly urged Council to not reallocate any of their funding.

Wood closed the public hearing.

Council Member Pappenfort moved to approve Resolution 2020-37, Seconded by Council Member Critelli.
Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

The Motion Passed.

8. Resolution 2020-38 - An Amendment to Resolution 2019-62 Establishing Budget and Appropriations by Fund for the City of Salida Operations for Calendar Year 2020, **Public Hearing**

Wood opened the public hearing.

Hearing no comment, Wood closed the public hearing.

Council Member Critelli moved to approve Resolution 2020-38, Seconded by Council Member Shore.
Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

The Motion Passed.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Critelli expressed his deep gratitude to the Salida Police Department for saving his life 5 years before. He also stated that he wanted the Council to be open about discussing how the department could evolve with local non-profit partners going forward.

Kasper had nothing to report.

Pappenfort had nothing to report.

Pollock agreed with Critelli that change was inevitable for local emergency services and he looked forward to welcoming all agencies and non-profits to the table to discuss community policing ideas. He also expressed concerns with hiring a Best and Brightest student to work for the City. He felt the pay was too generous and the role should go to a local citizen.

Shore read a letter to the editor, that he had submitted to The Mountain Mail, sharing his support of the Mayor and Council Member Kasper against ethics complaints that had been filed by two citizens.

Templeton supported the comments Shore made and also stated that the Sustainability Committee was making progress towards a City Climate Action Plan. She was hopeful that it would be addressed at an upcoming Work Session.

Wood had nothing to report.

Treasurer Bergin was unable to offer a report due to a technological issue.

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EXECUTIVE SESSION

For the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6- 402(4)(a); for conferences with the City Attorneys for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and for determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), with the following additional details for identifications purposes: potential acquisition of real property within the City

Council Member Shore moved to enter Executive Session, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

Council entered Executive Session at 7:55 p.m. and returned to the regular meeting at 8:42 p.m.

ADJOURN

Adjourned at 8:43 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2020

AGENDA ITEM NO. Consent Agenda –	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Beacon Tower Replacement Contract for Harriet Alexander Field

BACKGROUND:

Harriet Alexander Field is owned and operated by a partnership between Chaffee County and the City of Salida. The airport is managed by a board made up of representatives of both the City and County, and the board makes operational recommendations to both the Board of County Commissioners and the City Council.

The beacon tower replacement project has been on tap for a few years in the airport’s capital improvement plan, and was listed in the airport’s Master Plan that was approved by the City Council in June (Resolution 2020-29). This project will utilize a beacon donated to the airport from Leadville that has been on site for some time, finally utilizing equipment that will make travelling to and from Harriet Alexander Field safer.

FISCAL NOTE:

The bid for the work to replace the beacon tower was submitted at \$54,683.10. These costs are split equally between the City and Chaffee County; however, the airport was the recipient of \$30,000 in CARES Act money that will be applied first to the project. The remaining \$24,683.10 will be split equally between the County and the City, with the fiscal impact to the City of Salida at \$12,341.55. This project was included in the budget request from the airport in the 2020 Annual Budget.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Construction Contract with EasTex Tower, LLC to replace the beacon tower at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into as of October 6, and is by and between EasTex Tower, LLC, a Texas corporation (“Contractor”), and the Board of County Commissioners of Chaffee County and the City Council for the City of Salida, Colorado (the Chaffee County and the City of Salida together as the “Parties”).

BACKGROUND:

- A. Parties desire that Contractor perform the duties of general contractor for the installation of a beacon tower and the relocation and electrical work on an existing beacon at the Salida Harriet Alexander Airport (the “Project”).
- B. Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Contract.

CONTRACT:

In consideration of the mutual promises and covenants specified below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. The terms of this Contract are contained in the plans and specifications prepared by Contractor and approved by Parties, including the Request for Proposal, as well as the Proposal. Such plans and specifications, Request for Proposal, and Proposal are specifically incorporated as a part of this Contract. Contractor shall procure the materials, equipment and/or products necessary for the Project and shall diligently provide all services, labor, personnel and materials necessary to perform the Project. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the plans and specifications within the time limits prescribed by Parties may result in Parties’ decision to withhold payment or to terminate this Contract.
2. Independent Contractor. Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Contractor shall not have authority to bind the Parties in any contract or agreement. Contractor will not participate in any retirement, bonus, welfare or benefit plans of Parties. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Chaffee

County, the City of Salida, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract.

3. Time of Commencement and Completion. Construction under this Contract will begin no later than within fifteen (15) calendar days after the date of receipt of the Notice to Proceed issued by County and shall be completed no later than thirty (30) calendar days after the commencement date (the "Completion Date"). A sample Notice to Proceed is attached as Exhibit B. The Completion Date may, at Parties' sole discretion, be extended if approved by Parties in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, Parties may deduct liquidated damages in the amount of \$200.00 from the contract price per day for each day Contractor works beyond this date. Actual damages caused by Contractor's failure to complete this Contract on time are impracticable or extremely difficult to fix; accordingly, the per diem deduction from the contract price will be retained by Parties as payment by Contractor of liquidated damages, and not as a penalty for failure.

4. Compensation.
 - a. Parties shall pay and Contractor shall receive the contract price as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Contract.

 - b. Pursuant to C.R.S. §24-91-103.6(2), Parties have appropriated sufficient funds to pay for the contract price specified in the Notice of Award.

5. Expenses. Except as specifically set forth in this Contract, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.

6. Liability for Damages.

- a. Parties, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work.
- b. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the work under this Contract. Contractor will defend, indemnify and hold harmless Parties, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. In addition, the Parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of Parties' immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.

7. Inspection of Work and Materials.

- a. Parties may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of Parties materials furnished and work done as the work progresses.
- b. Parties shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- c. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by Parties, including material tests.
- d. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor, or to constitute Contractor an agent of Parties.

- e. No material of any kind shall be used in the work until it has been inspected and accepted by Parties. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply within twenty-four (24) hours of notification. Failure to inspect shall constitute acceptance of materials.
 - f. Whenever the specifications, the instructions of Parties, or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give Parties timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.
8. Insurance. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this section and the insurance has been approved by the County Administrator and City Administrator, and/or his or her designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. Parties shall be named as additional insureds on all insurance policies required under this Contract. The "additional insured" wording shall be as follows: County of Chaffee, State of Colorado, and City of Salida, State of Colorado, both body corporate and politic, are named as Additional Insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Contract. Contractor shall furnish Parties prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that Parties are notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the Parties. The following insurance shall be required:
- a. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence and \$50,000 any one fire.
 - b. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:

all applicable federal, state, and local laws and regulations including, but not limited to, the letter and spirit of the Colorado Anti-Discrimination Act, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act, the Colorado Anti-Discrimination Act; and any additions or amendments thereto. The Equal Opportunity Clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Contract.

- b. No contractor, subcontractor or any person on behalf of such contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, sexual preference, or national origin. For each person who is discriminated against or intimidated in violation of the provisions of this Contract, there may be deducted from the amount payable to Contractor by Parties under this contract a penalty of \$100.00 for each calendar day during which discrimination or intimidation occurred. This Contract may be canceled or terminated by Parties, and all monies due or to become due under this Contract may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this contract. The deduction of any moneys or termination of Contract under this section shall not operate as a bar to any person pursuing individual legal remedies for discrimination.
- c. In all solicitations by Contractor for any work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, Contractor shall notify each potential subcontractor of Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

13. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify Parties, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

14. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Contract or any part of this Contract, and shall give all notices

required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract, and any extra work performed by Contractor. Prior to any final payments for the Project, Parties may require Contractor to sign a lien release in the form attached to this Contract as Exhibit C, and may require Contractor to obtain such lien releases from its vendors and subcontractors.

15. Work By Illegal Aliens Prohibited.

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement; or enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- b. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or Department Program.
- c. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Agreement is in effect.
- d. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - i. notify the subcontractor and Parties within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien (“Notice”); and
 - ii. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

- f. If Contractor violates this Paragraph, Parties may terminate this Contract for breach of contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to Parties arising out of said violation.
16. Certification Regarding Employing or Contracting with an Illegal Alien. If Contractor has any employees or subcontractors, Contractor shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement/Addendum, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Agreement.
17. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, Parties Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
- a. the aggregate value of things received from a single source does not exceed \$59/calendar year; or
 - b. the Parties employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
18. Termination. Parties may, at their discretion, terminate this Contract without liability in the event that Contractor fails to provide the required Performance and Payment Bond, Certificates of Insurance, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed described above. Parties may also, at their discretion, on one week's notice to Contractor, terminate this Contract without liability before the completion date, and without prejudice to any other remedy Parties may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Contract.
19. Remedies. Upon termination, Parties' sole liability to Contractor shall be to pay compensation with respect to the work which has been completed, and Parties shall have the entire right, title and interest in and to such Work. If Parties terminate this Contract because Contractor has materially breached this Contract, and Contractor fails to remedy such breach within ten days of receipt of written notice of such breach, in addition to other damages which may be due Parties, Contractor will refund to Parties within fifteen days of such notice all compensation paid pursuant to this Contract. A material breach of this Contract shall include the failure by Contractor to perform the Work within the applicable time frames.

20. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by Parties and Contractor. In the event that Parties and Contractor do not reach an agreement as to the date of substantial completion, the County Director of General Administration shall determine such date. Upon the date of substantial completion, Contractor or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to Parties a completed acceptance checklist utilizing a form approved by Parties. Thereafter, and within thirty business days after a request for final inspection by Contractor, Parties shall inspect the Project and notify Contractor in writing and with specificity of their conformity or lack thereof to the plans and specifications. Contractor shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, Parties shall promptly notify Contractor in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the "Acceptance Date." The Acceptance Date shall coincide with the commencement of the warranty period described in Paragraph 21 below. In accordance with Colorado Revised Statutes § 38-26-107, within thirty days of the Acceptance Date, Parties shall pay Contractor the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.
21. Warranty. Contractor represents and warrants that all improvements constituting the Project shall be free from any security interest or other lien or encumbrance. Contractor further represents and warrants that all improvements constituting the Project shall be free of any defects in materials or workmanship for a period of one (1) year and that the work was performed in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract.

Contractor shall warrant any and all improvements constituting the Project constructed for Parties pursuant to this Construction Contract for a period of six (6) months from the Acceptance Date. Contractor shall arrange for Parties to have the benefit of and the right to enforce all warranties by subcontractors (all tiers), suppliers and manufacturers. Specifically, but not by way of limitation, Contractor shall warrant that:

- a. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance;
- b. All materials and equipment furnish under the Contract shall be of good quality and new unless expressly specified in the Contract; and
- c. The Project and all structures will conform to the requirements of the Contract and shall be free of any defects in materials or workmanship for a period of one

year, as stated above and that the work was performed in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract.

22. Corrections to Project. If any of Contractor's work on the Project is found to be not in accordance with the standards set forth in this Contract (including the Request for Proposal and Proposal), Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from Parties to do so unless Parties have previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after Parties discover the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty expires.

23. Change Orders.

- a. Increases to the contract price on account of changes in the work (change orders) are prohibited unless approved in writing by Parties, with payment of such increase guaranteed by Parties. Pursuant to Colorado Revised Statutes § 24-91-103.6, as amended, Parties have, prior to execution of this Contract, made appropriations as specified in the Notice of Award as payment in total for the Project.
- b. Any order or directive regarding additional work must be in writing in order to be enforceable against Parties. Contractor acknowledges that any work it performs beyond that specifically authorized IN WRITING by Parties is performed at Contractor's risk and without authorization under this Contract.
- c. No change order or modification increasing the contract price beyond such amount shall be issued unless Parties provide Contractor with written assurance that lawful appropriations to cover the costs of additional work have been made and the appropriations are available prior to performance of the additional work.
- d. Notwithstanding the above, Parties shall periodically reimburse Contractor for Contractor's costs (consisting of materials purchased specifically for the Project) in connection with all additional directed work (again, such direction must be in writing) until a change order is finalized. In no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to Parties for the additional compensable work to be performed.
- e. Parties shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

24. Preference for Local Labor. When possible, Contractor shall utilize local laborers and subcontractors.
25. Tax Exemption. Contractor acknowledges and understands that all materials, products and supplies used or consumed on the Project are exempt from state and local sales and use taxes and that such sales and use taxes shall not be included in any applications for payment. Contractor further acknowledges receipt of the Parties' tax exempt number for itself and all subcontractors and material suppliers associated with the Project
26. Modifications. Parties may modify this Contract with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Administrator or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation shall be approved by the Chaffee County Board of County Commissioners. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by County Administrator or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by Parties in writing and sent to Contractor.
27. Examination of Records. Any duly authorized representative of Parties, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions related to this Contract or the Project. Contractor shall maintain these documents for seven years from the date of the last payment received.
28. Constitutional Requirements. The other provisions of this Contract notwithstanding, financial obligations of Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Parties are prohibited by law from making financial commitments beyond the term of its current fiscal year. Parties have contracted for goods and/or services under this Contract and have reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of Parties as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, Parties shall have the right to terminate this Contract by providing seven days written notice to Contractor, and will be released from any and all obligations hereunder. If Parties terminates the Contract for this reason, Parties and Contractor shall be released from all obligations to perform the Project and make payments, except that Parties shall be required to make payment for work which has been performed by

Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any work for which Parties have made payment prior to providing written notice to Contractor of the termination.

29. Governing Law and Jurisdiction. The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.
30. Successors and Assigns; Assignment; Subcontractors. The rights and obligations of Parties under this Contract will inure to the benefit of and will be binding upon the successors and assigns of Parties. Contractor may not subcontract, pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of Parties.
31. Amendment. This Contract shall not be amended, except by subsequent written Contract of the parties.
32. Captions. The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Contract or any part thereof.
33. Attorney Fees. Notwithstanding any provision in any other document or proposal, each party shall be responsible for their own attorney fees and costs in connection with enforcing this Contract.
34. Statutory and Regulatory Requirements. This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:
- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the Parties receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
 - b. The design work under this Contract shall be compatible with any requirements, if any, of the Federal Aviation Agency (“FAA”) for the design/construction of the Project. The FAA is an intended third party beneficiary of this Contract for that purpose.
35. Priority of Provisions. In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st: This Agreement unless otherwise provided for in a subsequent agreement
- 2nd: Request for Proposal (if applicable)
- 3rd: Insurance Requirements
- 4th: Exhibit D - Scope of Services and details of Contractor's Fees
- 5th: Response to Request for Proposal (if applicable)

- 36. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 37. Survival. All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.
- 38. Waiver. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 39. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to Parties and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third party. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- 40. Authority. Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.
- 41. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

The parties hereto have executed duplicate originals of this Construction Contract on the day and year first written above.

Contractor:

By: _____
Print Name: _____
Title: _____

Federal ID#: _____

Notice Address:

Fax: _____

Board of Commissioners of Chaffee County:

By:  _____
Greg Felt, Chairman

Notice Address:
Attention: County Attorney
P.O. Box 699
Salida, Colorado 81201
Fax: 719.539.7442

Salida City Council:

By: _____
_____ [Title]

Notice Address:
448 E. 1st Street, Suite 112
Salida, Colorado 81201

EXHIBIT A
NOTICE OF AWARD

NOTICE OF AWARD TO: EasTex Tower, LLC

Project: Airport Beacon Tower

Description: Installation of Beacon Tower and Relocation of and Electrical Work on Beacon at Salida Harriet Alexander Airport

Chaffee County has considered the bid submitted by you for the above described work in response to its advertisement for bids dated July 15, 2020, and information for bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$54,683.10.

You are required to execute the Contract attached to this Exhibit and furnish the required contractor's performance bond and affidavits or copies of insurance coverage within ten calendar days from the date of receipt of this notice to you.

If you fail to execute the Contract and furnish the required bond, affidavits and copies of insurance coverage within ten days from the date of receipt of this notice, Chaffee County will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your bid bond.

Chaffee County will be entitled to such other rights as may be granted by law.

Dated this day of October 6, 2020.

BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY


By:  - Greg Felt
Chairman or Acting Chairman

EXHIBIT C

RELEASE

Mechanic Lien, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Lien, Labor Material Bond Release and Lien on Funds.

From: (VENDOR NAME)

To: ()

Project: ()

Owner: ()

1. Subject to receipt of payment of \$(DOLLAR AMOUNT), undersigned hereby release all Mechanic's Liens Rights, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Liens, Labor and Material Bond Rights and Liens on Funds (CRS Title 38, Article 26) resulting from labor and/or materials, subcontractor work, equipment or other work, rents, services or supplies heretofore furnished in and for the construction, design, improvement, alteration, additions to or repair of the above described project.
2. The undersigned warrants and represents that all claims against the undersigned or the undersigned's subcontractors and/or materials suppliers have been paid or that arrangements, satisfactory to the owner and contractor, have been made for such payments.
3. In further consideration of the payment made or to be made as above set forth, and to induce the contractor to make such payment, the undersigned agrees to defend and hold harmless the owner, contractor, and/or lender, and/or principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents, or assigns of such persons against the project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.
4. The undersigned acknowledges that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.
5. This release is for the benefit of and may be relied upon by the owner, the contractor, and any construction lender and the principal and surety on any labor and material bond for the project.
6. Upon fulfillment of the above referenced condition, this shall constitute a complete release of all rights and claims of the undersigned up to and including the () Day of (), 2020.

FIRM: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS:

NOTICE TO PROCEED TO: EASTEX TOWER, LLC, A TEXAS CORPORATION

Date: OCTOBER 16, 2020

Project Name: SALIDA AIRPORT BEACON TOWER

You are hereby notified to commence work in accordance with the Contract dated 10.06, 2020, on or before Oct. 6, 2020, and you are to complete the work within thirty (30) Calendar days thereafter. The date of completion of all work is therefore Dec 31, 2020.

2020 (RD) MA

Dated this day of October 19, 2020.

BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY

By: MA - Greg Felt
Chairman or Acting Chairman



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2020

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Approval of Revisions to Legal Services Agreement

BACKGROUND:

Since 2017, the City of Salida has retained legal counsel through a Legal Services Agreement with the firm of Murray Dahl Beery & Renaud LLP. This summer, the City Council approved the reappointment of the firm as the City's official legal counsel, along with designating Nina P. Williams as the individual named "City Attorney". This revised contract codifies that change.

FISCAL NOTE:

The only substantive change to the fiscal impact of this contract is amending the hourly rate for both Nina Williams and Geoff Wilson to the same rate of \$200/hour. We do not anticipate additional costs to the current or future professional services line item for legal services in our 2020 or 2021 budgets, as these fluctuate depending on workload as well as more of Geoff's hours will be transferred to Nina at the same rate. Thus, we do not see any significant changes to the overall bottom line for this line item or to the General Fund.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the revised Legal Services Agreement with Murray Dahl Beery & Renaud LLP.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is between the City of Salida, a Colorado statutory city ("City"), and Murray Dahl Beery & Renaud LLP ("Law Firm") under which the Law Firm shall perform legal services for the City.

WHEREAS, pursuant to Sec. 2-3-10 and Sec. 2-3-60 of the City of Salida Municipal Code, the City Council of the City had previously appointed the Law Firm as its City Attorney; and

WHEREAS, by formal action at their regular meeting on July 7, 2020, the City Council approved the reappointment of the Law Firm as Salida City Attorney, and designated Nina P. Williams as the individual named "City Attorney."

NOW THEREFORE, the City and the Law Firm agree as follows:

1. Scope of Legal Services. The Law Firm will provide any and all legal services requested of it by the Mayor, City Council, City Administrator, and any boards or employees of the City authorized by the Mayor, City Council or City Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

a. Attend regular and special meetings of the City Council; attend work session meetings of the City Council as requested.

b. Attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or the City Administrator.

c. Prepare and/or review ordinances and resolutions.

d. Prepare and/or review contracts for services, materials and real estate involving the City.

e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, City Administrator, and City staff.

f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, affecting the City.

g. Represent the City in litigation matters involving the City.

h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.

i. Perform such other duties as may be prescribed by the Mayor, City Council, or City Administrator.

The Law Firm agrees to exert its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent.

2. Identification of Client. It is understood that the Law Firm's client for purposes of its representation is the City of Salida, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. Term. It is understood that the City Attorney serves at the pleasure of the Mayor and City Council, and this Agreement shall therefore be for an indefinite term.

4. Performance Review. The parties agree that the performance of the City Attorney shall be reviewed by the City Council and City Administrator annually.

5. Designated City Attorney. Subject to other direction from the City, City Attorney services will be provided principally by Nina P. Williams. The City Attorney may delegate certain research, litigation or drafting projects or any other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested, including but not limited to Geoffrey Wilson; however, any such delegated work will be performed directly under her supervision and responsibility.

6. Management. At least quarterly, the City Attorney will confer with the City Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. Compensation and Expenses. The City will compensate Law Firm for professional legal services as indicated below. Expenses such as photo copying will be charged at the rates set forth on the attached "**Schedule of Costs.**"

<u>Attorney</u>	<u>Hourly Municipal Rate</u>
Nina P. Williams	\$ 200.00
Geoffrey Wilson	\$ 200.00
Associates	\$ 170.00
Partners/Special Counsel	\$ 200.00
Paralegals/Support staff	\$ 95.00

a. Other Expenses. In addition to the foregoing hourly rates for legal services fee, The Law Firm shall charge and the City shall pay all costs incurred by the

Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, travel, long distance telephone, computer research, photocopies, scanning, color printer, messenger service, etc. The City shall, upon request of the Law Firm, advance to the Law Firm the payment of any single item of cost that exceeds Five Hundred Dollars (\$500.00). A copy of the “**Schedule of Costs**” is attached hereto.

b. *Monthly Billings.* The Law Firm will bill the City on a regular basis, normally each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.

c. *Rates Generally.* The Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services provided under this agreement for a period of four (4) years from the effective date of this agreement.

8. Billing Statement. The Law Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- a. The date services are provided.
- b. The description of those services.
- c. The legal professional performing those services.
- d. The applicable hourly rate.
- e. The amount of time expended.
- f. A total of the cost of those services.

g. With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

9. Miscellaneous. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the

City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.

10. Arbitration. Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbitrator Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbitrator Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

11. Document Retention. The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.

12. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.

13. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto.

14. Prior Agreements. This Agreement shall supercede all prior agreements between the parties concerning the provision of legal services.

15. Signature. THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this 2nd day of November 2, 2020, to be effective as of November 1, 2020.

MURRAY DAHL BEERY & RENAUD LLP

By: _____
Carmen Beery, Partner

Date: _____

CITY OF SALIDA, COLORADO

By: _____
P.T. Wood, Mayor

Date: _____

ATTEST:

By: _____
Erin Kelley, City Clerk

EXHIBIT A

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the Client is charged for the long distance telephone connection.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third party costs will be billed to Clients at the same rate the Firm is billed for the third party services.

MURRAY DAHL BEERY & RENAUD LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their Clients of their policies regarding privacy of Client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this privacy policy. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our Clients with legal services, we collect personal and financial information about our Clients that is not available to the public and which is provided to us by our Clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a Client of Murray Dahl Beery & Renaud LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.



REQUEST FOR COUNCIL ACTION

Meeting Date: 11/2/2020

ORIGINATING DEPARTMENT: Parks & Recreation		PRESENTED BY: Mike 'Diesel' Post
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ITEM:

2020 Effluent Flow Metering project

BACKGROUND:

On January 30, 2020 staff and the Mayor received a letter from the Colorado Department of Public Health and Environment concerning inspection results which found that the flow metering flume for the effluent of the Salida Hot Springs Aquatic Center was undersized and required an upgrade. Staff contacted Crabtree engineering to get engineering documents for an appropriately sized upgrade. Staff received engineering documents on 9/1/20 and a bid tabulation form on 9/15/20. Solicitations were submitted to BidNet on 9/24/20 and closed on 10/23/20. The solicitation received one bid from Pridemore Construction.

FISCAL NOTE:

Pridemore Construction bid	\$58,990.00
10% contingency	\$5,899.00
<hr/>	
Project total	\$64,889.00

STAFF RECOMMENDATION:

Staff recommends that Council approve the administrator to enter into a Construction Contract with Pridemore Construction for \$58,990.00 for construction of the upgraded effluent flow metering device and vault for the 2020 Effluent Flow Metering project for a total of project cost not to exceed \$64,889.00.

SUGGESTED MOTION:

A Council member should make a motion to combine and approve the consent agenda, followed by a second and a voice vote.

ATTACHMENTS:

CDPHE letter



January 30, 2020

The Honorable P.T. Wood
Mayor of City of Salida
448 E 1st St
Salida, CO 81201-2864

Subject: Compliance Inspection of Industrial Wastewater Treatment Facility
Colorado Discharge Permit Systems (CDPS) No. CO0048966, Salida Hot Springs Aquatic Center
Chaffee County

Dear Mayor Wood:

This letter serves to report the findings of the compliance inspection conducted by the Field Services Section of the Water Quality Control Division (the division) on the above-referenced facility on December 18, 2019. The assistance that was provided was very helpful and is greatly appreciated. Table 1 identifies the parties present during the compliance inspection.

Table 1: Parties Present

Name	Organization
David Daley	City of Salida
Cameron Wilkins	Colorado Department of Public Health & Environment

Table 2 summarizes the number of findings and the required written response dates.

Table 2: Compliance Inspection Findings

Severity Category	Number Identified	Response Due (within 30 days of letter date)
Major Findings	1	February 29, 2020
Other Findings	0	No Response Required
Observations/Recommendations	0	No Response Required

Major Findings

These items require action by the permittee and will be followed up by the division. Please provide a written response addressing the major findings listed below, which are potential violations, by February 29, 2020. The response must outline the course of action that will be taken and the date by which you propose to bring the facility into compliance with the CDPS permit, Colorado Revised Statutes and/or the associated regulations. Failure to respond within the required time frame may result in formal enforcement action.

1. **B0020-1 - Management Practice Violations - Improper Operation and Maintenance.** Equipment is not properly sized, operated, calibrated, or maintained and/or the information is not reasonably available for inspection.

Part I.A.2 of CDPS No. CO0048966 indicates the facility is required to have effluent flow measuring and recording devices. The two-inch Parshall flume was near capacity during normal flows and likely unable to measure flows during pool draining. Additionally, the manhole around the flume was filled with water from an unknown source, which could be a bypass around the flume or indication of the flume being overtopped. Per Part I.D.8 of CDPS No. CO0048966 states that the flow-measuring device must indicate values within 10 percent of the actual flow being measured. Not having an appropriately sized flume is a major finding of the permit. The permittee must prove that the flume is adequately sized to accurately measure all flows or install an appropriately sized flow monitoring device. Further, the permittee is expected to identify the source of water around the flume and correct it if warranted.



Other Findings

The division expects the permittee to correct the following other findings, which are potential violations, as soon as practical and return the facility to compliance with the CDPS permit, Colorado Revised Statutes and/or the associated regulations.

No other findings were identified.

Observations/Recommendations

While the division will not directly follow up on the observations/recommendations listed below, it is highly recommended that the permittee address them. The following observations/recommendations were identified:

No observations or recommendations were identified.

Reminders

- Sanitary sewer overflows and any other spills that may impact state waters are required by law to be reported in accordance with the division's *Guidance for Reporting Spills under the Colorado Water Quality Control Act and Colorado Discharge Permits*, which is available on the division's website at <https://www.colorado.gov/cdphe/wqcd>. The state 24-hour toll-free number for environmental release and incident reporting is 877-518-5608.
- Construction of interceptor sewers, lift stations and treatment plants, including modification/expansion of existing facilities, requires site location and design approval prior to commencement of construction. Please refer to the division's website at <https://www.colorado.gov/cdphe/wqcd> for information regarding these requirements.
- Most regulations, guidance documents and forms are available via the internet on the division's website. Please link to <https://www.colorado.gov/cdphe/wqcd> for further information.
- In November 2018, the Water and Wastewater Facility Operators Certification Board updated and revised the criteria for facility classification in Regulation No. 100. These revisions are important because treatment and distribution/collection system classification establishes the minimum certification level for the operator in responsible charge. This may affect your facility's operator certification requirements. For existing facilities, the new criteria will be applied beginning March 1, 2021. For new facilities, or if your facility undergoes a design review by the division, the facility classification will be reevaluated based on new criteria beginning March 1, 2019. More information is available at <https://www.colorado.gov/cdphe/wq-reg100-facility-classification>.

Enclosed with this letter you will find a postage-paid Customer Satisfaction Survey Postcard. Please take a few moments to complete the survey and return it to the division. Your efforts to provide feedback to improve the inspection process are appreciated.

If you have any questions, please contact me by phone at 719-539-2232 or via email at cameron.wilkins@state.co.us. Thank you for your time and cooperation.

Sincerely,

Cameron Wilkins, P.E., Senior Field Engineer
Field Services Section
Water Quality Control Division
Colorado Department of Public Health & Environment

Encl. Inspection Report

cc: Chaffee County Health Department
Permit File, CDPS No. CO0048966 / Aquifer Case FS.20.INSP.05467
David Daley, ORC



COLORADO
Department of Public
Health & Environment

Water Compliance Inspection Report

Water Quality Control Division
4300 Cherry Creek Drive South
Denver, CO 80246-1530
http://www.colorado.gov/CDPHE/WQCD

Section A: National Data System Coding (i.e., ICIS)

Inspection Date:	12/18/2020	Inspector:	State
Permit			
Inspected:	CDPS #	Inspection Type	Program
Process	CO0048966	Compliance Evaluation	NPDES Base Program
			Facility Self-Monitoring Evaluation Rating
			Marginal

Section B: Facility Data

Name and Location of Facility Inspected (For industrial users discharging to POTW, also include POTW name and NPDES permit number.)		Entry	Permit Effective Date
Name	Salida Hot Springs Aquatic Center	Date	12/18/2020
Address	410 W Hwy 50	Time	8:30 AM
City, State, Zip	Salida CO 81201	Exit	Permit Expiration Date
If industrial, POTW name & CDPS number:		Date	12/18/2020
		Time	1:00 PM
			Effective

Name(s) of On-Site Representative(s) / Title / Phone / Email		Processes Which Generate Wastewater: Industrial wastewater - Hot springs water that bypasses pool as well as water draining from the pool. Backwash from pool filters goes to sanitary sewer.
Name	David Daley	
Title	ORC	
Company	City of Salida	
Address	410 W Hwy 50	
City, State, Zip	Salida, CO 81201	
Phone	719-539-6738	
Email	david.daley@cityofsalida.com	

Name / Contact info of Responsible Official	Treatment Process Description:
Name	P.T. Wood
Title	Mayor
Company	Salida City of
Address	448 E 1 St
City, State, Zip	Salida, CO 81201
Phone	719-530-2624
Email	pt.wood@salidaelected.com
	Water from pools is dechlorinated, combines with hot water by pass, passes 001A and is discharged.

Permitted Features (*bold italics* indicate revised coordinates)

Feature:	300-I	001-A	0	0	0
Lat (DD):	0.000000	38.525043	0.000000	0.000000	0.000000
Long (DD):	0.000000	-106.009573	0.000000	0.000000	0.000000

Section C: Areas Evaluated During Inspection (included in letter if unsatisfactory)

Satisfactory	Permit	Satisfactory	Self-Monitoring Program	Not Applicable	Pollution Prevention
Satisfactory	Records / Reports	Not Applicable	Compliance Schedules	Not Applicable	Stormwater
Satisfactory	Facility Site Review	Satisfactory	Laboratory	Not Applicable	Combined Sewer Overflow
Satisfactory	Effluent / Receiving Waters	Satisfactory	Operations & Maintenance	Not Applicable	Sanitary Sewer Overflow
Unsatisfactory	Flow Measurement	Not Applicable	Sludge Handling / Disposal	Not Applicable	MS4
Satisfactory	Certified Operator in Responsible Charge	Not Applicable	Pretreatment	Inspection evaluated elements identified in EPA's NPDES Compliance Inspection Manual, US Environmental Protection Agency, Office of Enforcement and Compliance Assurance, EPA 305-X-04-001.	
DMR Period Evaluated - Start: 1/1/2017 End: 10/31/2019					

Section D: Summary of Findings / Comments (see inspection letter for details)

Code	Description
B0020-1	Equipment is not properly sized, operated, calibrated, or maintained and/or the information is not reasonably available for inspection.

Name of Inspector	Phone	Email	Agency	Office
Cameron Wilkins, P.E.	719-539-2232	cameron.wilkins@state.co.us	CDPHE, Water Quality Control Division	Salida



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2020:

ORIGINATING DEPARTMENT: Finance Department	PRESENTED BY Aimee Tihonovich
--	---

ITEM: Acceptance of Collegiate Peaks Banking proposal

BACKGROUND:

In an effort to ensure that the City is receiving the banking and purchasing card services that best meets their needs, an RFP was issued with the assistance of Ehlers, Inc (Investment advisors). The City received proposals from 3 banks and these proposals were studied by the Finance Committee at their October 20 meeting.

The Finance Committee recommends that the proposal submitted by Collegiate Peaks Bank be accepted.

FISCAL NOTE:

The cost for required services is expected to be \$159 per month (\$1,908 annually).

The Purchasing Card program provides a 1% cash back and has potential to general \$2,000 to \$3,000 in income annually which is expected to offset the banking fees.

STAFF RECOMMENDATION:

Staff recommends that council approve the attached acceptance letter and list of authorized signers.

SUGGESTED MOTIONS:

A councilperson should make a motion to "combine and approve the items on the consent agenda," followed by a second and then a voice call.

Attachment

1. Banking Services RFP Evaluation & Recommendation
2. Acceptance letter to be signed by Mayor Wood



Banking Services RFP Evaluation & Recommendation

City of Salida, Colorado

10.20.2020

RFP List of Respondents

- Bank of the West
- Collegiate Peaks Bank
- Community Banks of Colorado

Evaluation Criteria

- Respondent's financial strength
- Banking platform quality & level of services
- Proposed relationship team
- Public sector experience & references
- Cost of services
- Distance to branch & community involvement

Evaluation Criterion: Financial Strength

- Recommended finalists:
 - ✓ 1 large regional bank
 - **Bank of the West**
 - ✓ 2 large community banks
 - **Collegiate Peaks Bank** (parent company = Glacier Bancorp)
 - **Community Banks of Colorado** (division of NBH Bank)
- Finalists deemed well-capitalized with good ratings from nationally recognized rating agency or IDC Financial Publishing
- Finalists offer full-collateralization of funds or equivalent products (e.g. ICS sweeps for FDIC insured balances)

Evaluation Criteria: Quality of Services & Relationship Team

- All respondents maintain local presence & active within the community
- Bank of the West offers extensive experience with public entities (3,700+ accounts)
- Collegiate Peaks & Community Banks of Colorado provided 3 references each
- Bank of the West did not list references
- All finalists offer all required services detailed in the RFP

Evaluation Summary: Bank of the West

- Provides most advantageous cost benefit
 - ✓ Estimated monthly costs for services - \$62
- Will waive first three months fees & settle fees quarterly
- Purchasing Card:
 - ✓ \$30 annual fee per card when total annual spend (beginning year 2) is \$240,000 or less
 - ✓ Rewards program: 1 point for each \$1 spent with \$85 once-per-year fee to redeem points (no redemption = no fee) Cash rebate starts at \$1MM spend
 - ✓ Offers Fraud Guard, includes \$100,000 liability per employee if card misused
- Did not provide references requested

Evaluation Summary: Collegiate Peaks Bank

- Offers second-best cost value - \$159/month for required services
- Will provide free scanner for Remote Deposit & RemitPlus Express to scan coupons/documents
- Purchasing Card product is new, offers 1% cash back
 - ✓ Potential \$2,000 - \$3,000 per year, could fully-offset monthly bank service fees
- Owns Purchasing Card portfolio – not outsourced
 - ✓ Flexibility on underwriting, service & rewards
- Does not provide employee fraud coverage
- Provided 3 appropriate references

Evaluation Summary: Community Banks of Colorado

- Cost for required services = \$464/month
- Will provide free scanner for Remote Deposit services
- CommUNITY Card for annual spend <\$250,000
- Purchasing Card for annual spend >\$250,000
 - ✓ \$100,000 liability per employee coverage if card is misused
- Uses ICS Sweep to ensure FDIC coverage on balances
- Provided 3 appropriate references

Recommendation Considerations

- All respondents:
 - ✓ Offer the products & services required to fulfill the City's banking needs
 - ✓ Have extensive experience in service public entities
 - ✓ Highlight community involvement as a strong corporate commitment & activity
- Respondents' product offerings are fairly similar

Evaluation Summary: Overall Comparison

City of Salida

Bank Name	Asset Size	Rating	Nearest Location	Monthly Fees	Monthly Earnings	Setup Costs	Monthly Bottom Line Cost
Bank of the West	\$100 Billion	A3/A Moody's/S&P	0.4 Miles	\$358 - Bank \$750/yr P-Card*	\$296 @ 0.36% ECR	\$0	(\$62) First 3 months waived
Collegiate Peaks Bank	\$16.9 Billion	IDC Financial Publishing rating of 300 (top score)	2.2 Miles	\$570	\$411 @ 0.50% ECR	\$0	(\$159)
Community Banks of Colorado	\$5.8 Billion	A- Fitch	2.4 Miles	\$809	\$222 @ 0.30% ECR	\$0	(\$587)
* Starting in second year and is waived if yearly volume exceeds \$240,000							

RFP Score Assessment

City of Salida

RFP Score Assessment

Financial Institution	10 Points	10 points	10 Points	30 Points	15 Points	20 Points	5 Points	Total Points	Monthly Bottom Line Cost/Benefit	Annualized Fees
	Strength and Stability	Comprehensiveness of Services	Relationship Team	Service Charges	Enhancements	Public Sector Experience	Other (P Card)			
Collegiate Peaks Bank	10	9	10	27	15	20	4	95	(\$159)	(\$1,908)
Bank of the West	9	9	3	30	12	15	4	82	(\$62)	(\$744)
Community Banks of Colorado	9	9	7	21	12	18	4	80	(\$587)	(\$7,044)
High Country Bank	0	0	0	0	0	0	0	DNP		
Pueblo Bank & Trust	0	0	0	0	0	0	0	DNP		

Final Recommendation

- Ehlers recommends the City of Salida select

Collegiate Peaks Bank

for banking services based on the following reasons:

- ✓ **High Level of Technology & Product Offerings to best support the City, including unique fraud prevention tools**
- ✓ **High Level of Engagement, Responsiveness, and Customer Service throughout the process, including high praise from references**
- ✓ **Appropriately priced banking fees which can also be largely offset by above average Earnings Credit and Cash Back from the use of their P-Card program**

Your Advisors



**Dawn Lawson | Director of Client
Engagement**
(262) 796-6174
dlawson@ehlers-inc.com



Ryan Miles | Senior Investment Advisor
(303) 802-2311
rmiles@ehlers-inc.com

Thank you for the opportunity to serve the City of



Banking Services RFP Evaluation & Recommendation

City of Salida, Colorado

10.20.2020

RFP List of Respondents

- Bank of the West
- Collegiate Peaks Bank
- Community Banks of Colorado

Evaluation Criteria

- Respondent's financial strength
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City of Salida

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City of Salida

RFP Score Assessment

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Final Recommendation

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Collegiate Peaks Bank

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Your Advisors



**Dawn Lawson | Director of Client
Engagement**
(262) 796-6174
dlawson@ehlers-inc.com



Ryan Miles | Senior Investment Advisor
(303) 802-2311
rmiles@ehlers-inc.com

Thank you for the opportunity to serve the City of



November 2, 2020

Mr. Cammeron Larson
Collegiate Peaks Bank
540 W. Hwy 50
Salida, CO 81201

Dear Mr. Larson,

The City Council for the City of Salida, Colorado is pleased to announce the City's intent to establish a banking relationship with you according to the banking proposal submitted by you dated September 16, 2020.

The initial authorized signers on the account(s) to be established will be:

Andrew (Drew) Nelson, City Administrator Drew.Nelson@cityofsalida.com 719-530-2629

Aimee Tihonovich, Finance Director Aimee.Tihonovich@cityofsalida.com 719-530-2623

Erin Kelley, City Clerk Erin.Kelley@cityofsalida.com 719-530-2630

Russell (Russ) Johnson, Police Chief rjohnson@salidapolice.com 719-530-2603

Also allowed to have full access to banking information and to initiate online transactions are:

Kristen Hussey, Staff Accountant Kristen.Hussey@cityofsalida.com 719-530-2621

Renee Thonhoff, Staff Accountant Renee.Thonhoff@cityofsalida.com 719-530-2622

Future changes to authorized signers or to other staff that can be provided with access to account information can be made by Drew Nelson, City Administrator or Aimee Tihonovich, Finance Director without further Council action.

We look forward to a lengthy, productive relationship.

Sincerely,

P.T. Wood, Mayor



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2020

	<p>ORIGINATING DEPARTMENT: Administration</p>	<p>PRESENTED BY: Joseph Rivera, Esq.</p>
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ITEM: Resolution 2020-39: A Resolution of the City Council of the City of Salida, Colorado, Authorizing the Exercise of the City’s Power of Eminent Domain to Acquire Real Property for the Public Purpose of Constructing Affordable Housing

BACKGROUND:

Like many communities throughout Colorado, the residents of the City of Salida would benefit from additional stock of affordable housing. To serve this need, the City is considering whether to condemn the properties generally known as 102 D Street and 233 East First Street (together, noted as the “Subject Properties”) to construct and maintain affordable housing, and related facilities and improvements.

Council approval of Resolution No. 2020-39 is the required first step in a condemnation action. Should the City Council approve Resolution No. 2020-39, the City will then attempt to purchase the Subject Properties from the affected landowners through good-faith negotiations. If the City and the affected landowners cannot agree on the reasonable market value of the Subject Properties, the City may then file with the court a petition in condemnation. If the City files a condemnation action, after a valuation hearing, a jury or commission would determine the fair market value of the Subject Properties.

STAFF RECOMMENDATION: Administration and legal recommend approval of this Resolution and process for these purposes.

SUGGESTED MOTION: “I move to approve Resolution 2020-39 Authorizing the Exercise of the City’s Power of Eminent Domain to Acquire Real Property for the Public Purpose of Constructing Affordable Housing”

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 39
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE EXERCISE OF THE CITY'S POWER OF EMINENT DOMAIN TO
ACQUIRE REAL PROPERTY FOR THE PUBLIC PURPOSE OF CONSTRUCTING
AFFORDABLE HOUSING**

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

WHEREAS, pursuant to C.R.S. § 38-6-101, so long as it serves a public purpose, the City may condemn private property to build, acquire, construct or establish any public building or any other public work or improvement.

WHEREAS, it is necessary and in the public interest for the City to acquire the real properties generally known as 102 D Street and 233 East First Street (together, the "Subject Properties") to construct and maintain affordable housing, and related facilities and improvements;

WHEREAS, acquiring the Subject Properties to construct and maintain affordable housing serves a public purpose and public use and benefits the residents of the City of Salida and the general public;

WHEREAS, the Subject Properties are necessary for the construction of affordable housing, and there is an immediate need to take possession of same; and

WHEREAS, prior to the commencement of any condemnation action, the City will comply with all applicable provisions of C.R.S. § 38-1-101, et. seq., including, but not limited to, engaging in good faith negotiations with the affected landowners.

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

Section 1. The above recitals are incorporated herein by reference and adopted as findings of the City Council.

Section 2. The term "Subject Properties" means the real property, or certain interests in same, necessary for the construction of affordable housing. The Subject Properties are more particularly described in the attached **Exhibit A**.

Section 3. The City Council hereby finds and determines that the acquisition of a fee interest in the Subject Properties to construct and maintain affordable housing is necessary and serves a public purpose and public use.

Section 4. That if the compensation to be paid for the Subject Properties cannot be agreed upon by the parties through good faith negotiation, then the City Attorney is authorized to institute and prosecute to conclusion such proceedings as are available under Article 1 of Title 38, Colorado Revised Statutes, through the exercise of the power of eminent domain.

Section 5. The City Administrator or his designee, in consultation with the City Attorney is authorized to seek and to take immediate possession of the Subject Properties as may be necessary for the efficient or timely construction of the affordable housing, and to make such deposits or other payments as may be necessary in connection therewith. If eminent domain proceedings are instituted, the City Administrator or his designee, in consultation with the City Attorney, is authorized to retain such expert witnesses, including appraisers, as the City determines are necessary for the eminent domain proceedings.

RESOLVED, APPROVED, AND ADOPTED on November 2, 2020 by a vote of ___ to ___.

CITY OF SALIDA, COLORADO

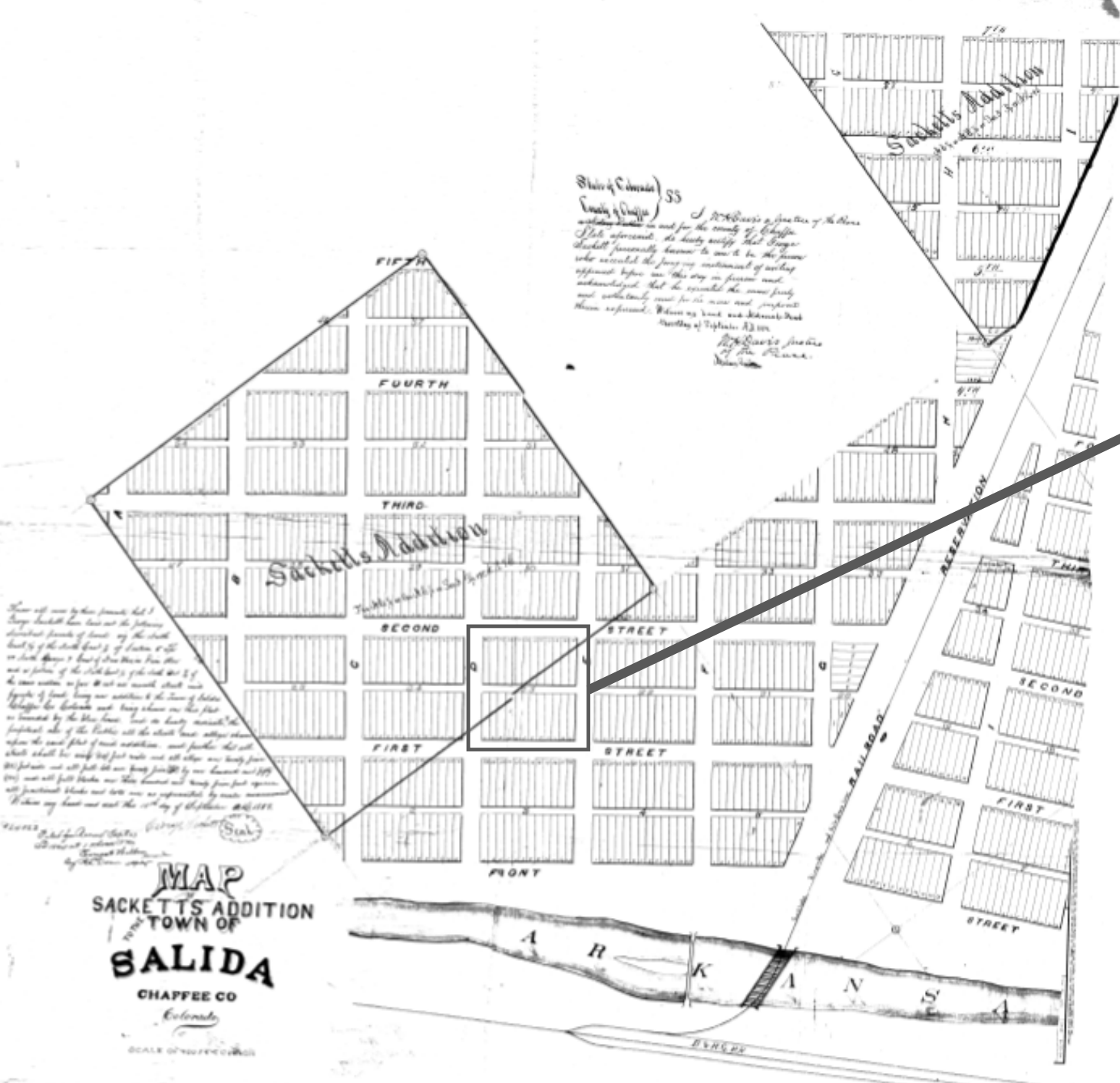
By: _____
P.T. Wood, Mayor

ATTEST: _____
City Clerk/Deputy City Clerk

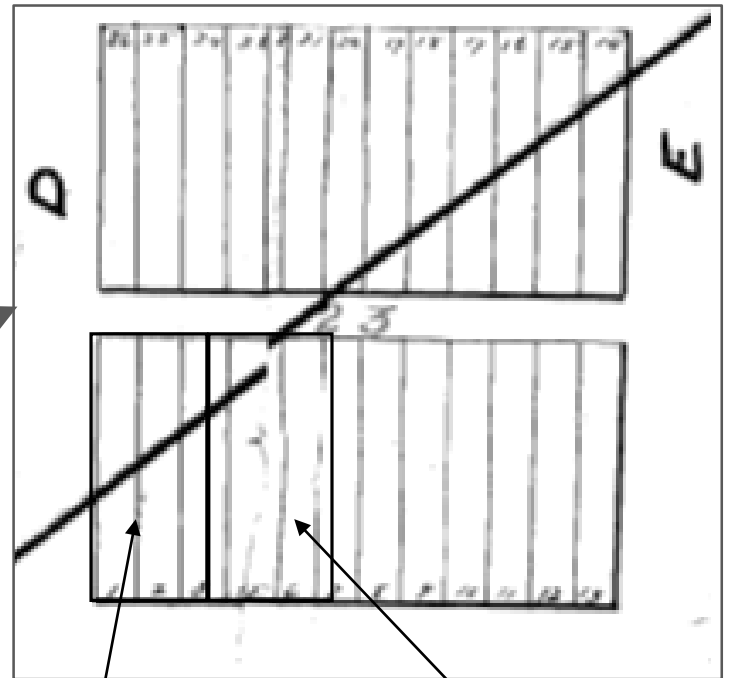
Exhibit A

TO

**Salida City Council Resolution 2020-39 AUTHORIZING THE EXERCISE OF
THE CITY'S POWER OF EMINENT DOMAIN TO ACQUIRE REAL
PROPERTY FOR THE PUBLIC PURPOSE OF CONSTRUCTING
AFFORDABLE HOUSING**



State of Colorado)
 County of Chaffee) SS
 I, R. B. Davis, a Justice of the Peace
 for the County of Chaffee,
 do hereby certify that George
 Sackett personally appeared to me to be the owner
 who executed the foregoing instrument of writing
 appearing before me this day in presence and
 acknowledgment that he executed the same freely
 and without compulsion for the uses and purposes
 therein expressed. Witness my hand and official seal
 this 10th day of October A.D. 1904.
 R. B. Davis, Justice
 of the Peace.
 Salida, Colo.



102 D Street: Lots 1 and 2
 and Southeasterly 20 feet
 of Lot 3 of Block 23 of
 Sackett's Addition plat
 recorded at Reception No.
 444196 of the Chaffee
 County Recorder Office.

233 E. First Street:
 Northwesterly 5 feet of
 Lot 3, Lots 4 and 5, and
 Southeasterly 7.5 feet of
 Lot 6 of Block 23 of the
 Sackett's Addition plat
 recorded at Reception No.
 444196 of the Chaffee
 County Recorder Office.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2020:

<p>ORIGINATING DEPARTMENT:</p> <p>Arts and Culture</p>	<p>PRESENTED BY:</p> <p>Michael Varnum/Patrick O'Brien</p>
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ITEM: Resolution 2020-40 - Public Art Commission: Appointment of Members to the Public Art

BACKGROUND: Notice of openings to the Public Art Commission was published in the Mountain Mail and on the City of Salida website.

- (a) Members of the Public Art Commission shall be selected by the City of Salida City Council.
- (b) The membership of the committee shall be seven voting members, five of which are residents of the City of Salida and two of which may be residents of Chaffee County.
- (c) Members of the Public Art Commission shall be knowledgeable of public art.
- (d) Once appointed, members will remain on the Public Art Commission for the duration of their term of office unless they resign or are removed by the City Council.
- (e) Currently there are two members with terms ending 2022. There are two open positions on the commission with terms ending in 2021 and three open positions that end in 2023. There is one position open for someone that lives outside the City of Salida, but in Chaffee County.

FISCAL NOTE:
N/A

STAFF RECOMMENDATION:
Staff Recommends making appointments to the Public Art Commission

SUGGESTED MOTIONS:
A Council member should make a motion "to adopt Resolution 2020-40: a Resolution of the City Council of the City of Salida, Colorado appointing members to the Public Art Commission.
Followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 2020- 40**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC ART COMMISSION**

WHEREAS, in accordance with Section 2 Article XVI of the Salida City Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida Public Art Commission; and

WHEREAS, in accordance with Section 2, Article XVI of the Salida City Code, the City Council shall confirm the appointments by majority vote.

**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 hereby appoints the following individuals to serve on the Public Art Commission.

_____	Term Expires 11/02/2021	Residency	City or County
_____	Term Expires 11/02/2021	Residency	City or County
_____	Term Expires 11/02/2023	Residency	City or County
_____	Term Expires 11/02/2023	Residency	City or County
_____	Term Expires 11/02/2023	Residency	City or County

RESOLVED, APPROVED, AND ADOPTED this 2nd day of November 2020

City of Salida

By: _____
P.T. Wood, Mayor.

[Seal]

Attest: _____
City Clerk/Deputy City Clerk

Public Art Commission

1. What is your understanding of the role of a Public Art Commission?
2. What benefits do you see for Salida engaging a Public Art Commission?
3. What specific qualifications or qualities do you possess that would be beneficial to the Public Art Commission?
4. What is an example of a public artwork, in any geographic location, that you admire or enjoy, and why?
5. Do you have time to dedicate to attending meetings and other special assignments?



Erin Kelley <erin.kelley@cityofsalida.com> Item 9.

Public Art Commission application form

1 message

Kenneth Brandon <bwgraphics47@gmail.com>
To: Clerk@cityofsalida.com

Thu, Sep 17, 2020 at 3:42 PM



APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE 09/17/20

NAME Kenneth Brandon

ADDRESS 206 E Street CITY Salida STATE CO ZIP 81201

TELEPHONE # (home) 719-539-7443 (work) _____ (cell) _____

FAX # _____ E-MAIL bwgraphics47@gmail.com

APPLYING FOR:

- Board of Adjustment
- Board of Appeals
- Historic Preservation Commission
- Planning Commission
- Recreation Advisory Board
- Salida/Chaffee County Airport Board
- SteamPlant Commission
- Tree Board
- Public Art Commission
- Other _____ **Please fill out the following information about yourself and why you are applying for**

this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

I have been in an art related business for 50 years and I served locally on various boards and committees including Chamber of Commerce, R32-J School Board, Salida Council for the Arts, 350 Central Colorado and SOSS Board.

Item 9.

Page 1 of 2

PERSONAL AND JOB RELATED INTERESTS:

I have a personal interest in film making, education, and creative writing.

REASONS FOR APPLYING:

I'm always looking for opportunities to serve this community.

Thank you for applying. Salida City Council

Public Art Commission

1. What is your understanding of the role of a Public Art Commission?
I believe the purpose of the Public Art Commission is to come together with a consensus about the artistic merits of various art proposals brought before the city council.
2. What benefits do you see for Salida engaging a Public Art Commission?
If the Commission works as it should, it will bring a creative energy and aesthetic direction to Salida, and thereby create a vibrant community atmosphere that will influence every aspect of our lives especially the lives of our children. I can't over emphasize the importance of public art for it's ability to inspire new ways of thinking.
3. What specific qualifications or qualities do you possess that would be beneficial to the Public Art Commission?
Probably my ability to think outside the box, my preference for making life 'fun', and my ability to play well with others.
4. What is an example of a public artwork, in any geographic location, that you admire or enjoy, and why?
I like it all, murals, sculptures, performance pieces, light shows, as long as it has that spark of imagination and that mysterious element of quality. If I had to pick one piece and place it would be "Charon Zoetrope" at night at Burning Man 2011.
5. Do you have time to dedicate to attending meetings and other special assignments?
I will make time.

Ken Brandon - Box of Bubbles
bwgraphics47@gmail.com
206 E Street
719-539-7443



APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS

DATE 9/11/2020
NAME Reed Govert
ADDRESS 12955 County Road 195
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) (513)240-9290 (work) _____
(cell) _____
FAX # _____ E MAIL govertrm@gmail.com

APPLYING FOR:

- | | |
|---|--|
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Salida/Chaffee County Airport Board |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> SteamPlant Commission |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board |
| <input type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Recreation Advisory Board | <input type="checkbox"/> Other _____ |

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

Worked for ArtWorks, as a team lead, in Cincinnati, Ohio from 2002-2005 on both large and small scale city wide art projects.

Studied at the Savannah College of Art and Design, then later at Miami University with a major in painting - 2004-2010

Have been a full-time, conceptual, visual artist for the past eight years, spending the past six in Salida.

Owner of LOTIC Gallery on 1st street, and have participated in many years of ArtWalks, and the Salida Studio Tour - 2014-2020

PERSONAL AND JOB RELATED INTERESTS:

I massively enjoy working with the public, as well as on boards, coalitions, and any type of group related work. As a full time artist, I truly relish helping out where I can in the public art forum, as I spend so much of my time solely.

I spent a year working for Farm to Table, reworking most of their email and fundraising campaigns, as well as helping out where I could with changes and questions of their visuals.

I am a member of the Community Equity Coalition. As a member of the LGBTQ+ community, I would be able to lend a unique and different voice to the Public Art Commission

I have spent many years completing mural projects, and some smaller public related art projects. I have always enjoyed how a well rounded public vision can breathe new life into a community's public art space.

As a gallery owner, I have also have an understanding of working with different artists, as well as an understanding of how I think our community could benefit from having some fresh perspectives.

When I am not doing any art related things, I can usually be found fly fishing, walking around the woods, cooking, gardening, and playing guitar/piano.

REASONS FOR APPLYING:

I was born in Denver, and am glad to be back in such a thriving art community outside of the major metro areas.

I am really looking to get more involved within the community, and what a better way than to be a part of something that has defined my entire life.

I also want to see Salida, as well as the surrounding cities and neighborhoods, grow and expand their vision for public art; to elevate it, to make it a priority, and to be able to show to the state/country/world that we are an art district for a reason. Whether it be organizing children's public art projects, making better calls to ALL artists within our communities for projects, bringing in cultural/visual/performative art from outside of our community, or highlighting the members in our community that don't have the means to show their art in a public forum easily.

It would be a true honor to be accepted for the open position, as I know I would be able to bring a truly different perspective to the community, and hopefully push our public art, and the spaces it holds to an exceptional, and inclusive level that it deserves to be at.

Thank you for applying. Salida City Council

Please return the completed application to:

**City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com**

APPLICANT: Reed Govert

Public art commission

Colorado Springs uses the description below to entail what their Public Art Commission does. "The commission is charged with acting in an advisory capacity to evaluate, advocate, stimulate and facilitate matters of public art and culture." I think this is, at its most basic, the definitive meaning of a public art commission.

Being an historic art district is something we should all be proud of, and Salida's art scene (especially public) would benefit greatly from a dedicated team to breathe a breath of fresh air into the city. Public art always gives a heartbeat to wherever it is, and while this little town has a lot of heart, there is no reason why it can't beat a little stronger. It not only beautifies the town, but engages the citizens when it comes to performative public art. It benefits everyone, from the kid on the corner, to tourists, to the business owners, and all of us that call this amazing town home.

I am a professional full time artist, and have been in the arts my entire life. I started working on public art projects at an early age, and dedicated three years in Ohio strictly to public art projects. I truly enjoy working in group capacities, and have many years experience working with the public. I'm well educated in archival practices, installation practices, and the process of seeing an arts project through from concept to completion. I have a pretty high standard for technical skill, which I think is of importance, not all, but public art should be held to a pretty high standard, as it is art for everyone, and usually by everyone, and a high caliber of art can really make a town/village/city shine.



I was able to see Vhils portrait of John Mercer Langston in Cincinnati last year. He had previously done a portrait on 5th street in Cincinnati of a local business owner, which has now been demolished. Both works were incredible in their ability to work with materials already in the public space to create symbolic, and historic portraits. The mix of street art, the unearthing of original architecture, and the ability to showcase local history through really beautiful portraiture turned the once blasé walls into amazing works of public art for every citizen.

I have an extremely open schedule, and would be delighted to be able to dedicate my time to the public art commission.



APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE 9/25/20
NAME Maura McInerney
ADDRESS 628 W. 2nd St
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) - (work) -
(cell) 720.299.8257
FAX # E-MAIL maura@foothillsartcenter.org

APPLYING FOR:

- Board of Adjustment
Board of Appeals
Historic Preservation Commission
Planning Commission
Recreation Advisory Board
Salida/Chaffee County Airport Board
SteamPlant Commission
Tree Board
Public Art Commission
Other

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

I am a CO native and an arts educator and administrator. I am a non profit leader with 10+ years experience. I am also serving on the South Suburban Public Art Commission. I am currently the Curator of Education at Foothills Art Center in Golden, CO. I am also an artist. I have a B.F.A from Western State and an M.A from a State University in New York

PERSONAL AND JOB RELATED INTERESTS:

I love art and outdoors! I presented at the Colorado Creative Industries Summit in 2019 and fell in love with Salida I have also attached my resume.

REASONS FOR APPLYING:

My family is closing on a home in Salida in October. Although we may not be full time until our boys are out of high school I am looking for ways to support the community. I am so excited to become a Salidan and have lots of passion and grass roots art experience to offer.

Thank you for applying. Salida City Council

Please return the completed application to:

City of Salida
 448 E. 1st Street, Suite 112
 Salida, CO 81201
 or email to:
Clerk@cityofsalida.com

MAURA MCINERNEY

m.mcinerney4@gmail.com
 8706 Tall Grass Place, Lone Tree, CO 80124
 720-299-8257

EXPERIENCE**CURATOR OF EDUCATION****Foothills Art Center****Golden, CO***2016 - Present*

- Oversee vision for education through leadership and community engagement
- Responsible for all public programs
- Responsible for school (K-12 and collegiate) outreach and inclusion
- Responsible for planning, hiring and managing teachers, facilitating, and assessing youth and adult learning experiences
- Responsible for exhibition planning and design in collaboration with Executive Director and Curator
- Actively seek out and develop strategic community partnerships
- Responsible for program administration, budgeting, evaluation, and reporting
- Serve on board, appointed staff teams, and community and art boards
- Develop, organize and coordinate special events and projects

COORDINATOR OF YOUTH BIZ**Young Americans Center for Financial Education****Denver, CO***2012 - 2016*

Program Management:

- Conducted and coordinated training and mentorship associated with free enterprise, financial literacy, global interdependency, and entrepreneurship to 500+ youth ages 6-21 each year

Event Management:

- Provided vision, strategy, leadership, and management to multiple events and experiences

SALES ASSOCIATE**Denver Art Museum****Denver, CO***2012*

- Provided excellent customer service to museum patrons
- Met and exceeded sales goals

ASSISTANT DEPARTMENT MANAGER**Nordstrom****Denver, CO***2010 - 2012*

- Completed Nordstrom Future Leaders Program
- Facilitated Fashion Board, and extracurricular fashion club for high school girls

INTERN**Thea Westrich Art Advisory****New York, NY***2010***CUSTOMER SERVICE AND SALES SUPPORT****Brand Athletics****Tigard, OR***2006 - 2008*

EDUCATION

MASTER OF ARTS, ART MARKET: PRINCIPLES AND PRACTICES 2011
The State University of New York
Fashion Institute of Technology
New York, NY

BACHELOR OF FINE ARTS, SPANISH MINOR 2005
Western State Colorado University
Gunnison, CO

SKILLS

ADULT AND PEDIATRIC FIRST AID/CPR/AED CERTIFIED 2013 - 2018

COMPUTER SKILLS

- I. Microsoft Word, Excel, PowerPoint, Publisher, Adobe, and Outlook
- I. Mailchimp, Formsite, Wordpress, Squarespace
- I. Internet Research, Social Media, Blogging

ACCOMPLISHMENTS/ASSOCIATIONS

VICE PRESIDENT AND BOARD MEMBER: 2012 - Present
Eudora Street Townhomes Home Owners Association

REGIONAL AND STATE DECA COMPETITIVE EVENTS JUDGE 2013 - 2016

JEFFERSON COUNTY YOUTH LEADERSHIP STEERING COMMITTEE MEMBER 2013 - 2014

AUTHORED: 2005
An Introduction to Contemporary Art in Buenos Aires; Major Argentine Artists and Art Organizations

CO-CURATOR OF ART EXHIBITION: 2005
Stand Clear of the Closing Doors
New York, NY

MAURA MCINERNEY

APPLICANT: Maura McInerney

Public Art Commission

1. What is your understanding of the role of a Public Art Commission?

- The role of a Public Art Commission is to offer an informed opinion on the promotion, selection, acquisition and maintenance of art in public places in the City of Salida. The PAC understands the cultural identity of Salida and encourages a variety of Salida's goals including the support of artistic expression and also encouraging community pride. It also supports cultural tourism and economic development.

2. What benefits do you see for Salida engaging a Public Art Commission?

- I see the benefits of transparency and varied opinions to make informed decisions about the future of art in public places in Salida. When there is a commission of volunteers the City has advocates to represent several ages, groups, and agendas of committed Salidans.

3. What specific qualifications or qualities do you possess that would be beneficial to the Public Art Commission?

- My experience as an art administrator and educator at a small arts center in Colorado, my status as a WSC alumni, and a new resident in Salida are all qualifications that will benefit the PAC in Salida. I also have PAC experience as a current member of the South Suburban Public Art Committee.

4. What is an example of a public artwork, in any geographic location, that you admire or enjoy, and why?

- I love the Blue Mustang at DIA because it's controversy has encouraged healthy discourse about art and Colorado. However, my work on Wall of Hope in Golden, CO is a highlight of my professional career and an example of what art can do to help a community. The film about the project can be seen here: <https://www.foothillsartcenter.org/mural>. I fell in love with Salida when I presented this project at the Colorado Creative Industries Summit. I was blown away by the organization of the event and by the town's hospitality and love of the arts.

5. Do you have time to dedicate to attending meetings and other special assignments

- Within reason. I am available for monthly meetings and projects with an understood scope and timeline.



APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE Sept 30, 20
NAME Stephen Smalzel
ADDRESS 622 H St.
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) (work)
(cell) 303 917 9666
FAX # E-MAIL allhailsteve@hotmail.com

APPLYING FOR:

- Board of Adjustment
Board of Appeals
Historic Preservation Commission
Planning Commission
Recreation Advisory Board
Salida/Chaffee County Airport Board
SteamPlant Commission
Tree Board
Public Art Commission
Other

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

I have been a working artist in Salida for 27 years, and have owned or shown in a half dozen art galleries in town. I have served on the public art board previously.

PERSONAL AND JOB RELATED INTERESTS:

Artist

REASONS FOR APPLYING:

Good will.

Thank you for applying. Salida City Council

Please return the completed application to:

**City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com**

APPLICANT: Stephen Smalzel

Here are my answers to the public art commission questions.

1. The public art commission's role is to decide on the allotment of funds available for specific public art projects in Salida. That is fairly straight forward! More specifically, the commission must decide on the possible art project sites and general guidelines, on the most appropriate proposal, and whether an artist's residence in the area or past contributions to the Salida art community should bias the selection process.

2. This is a debatable issue, but the premise is that public art benefits the community as a whole and is therefore desirable. I would personally support that notion. Undeniable is that there is money available for public art projects in Salida and somebody needs decide how it is allotted.

3. I have been involved in the Salida Art scene for 27 years and have served on the public art commission previously.

4. I love the creature on the pole at 3rd (4th?) and F downtown. The art at the Denver airport has always struck me as well done. It is at times serious, but often whimsical and simply intriguing (gargoyls hidden in the luggage pickup area and pinwheels in the train tunnels.)

5. I have time to commit to the commission, but do take extended painting trips, often in the winter. Nothing is certain with covid swirling about in the air.



City of Salida PUBLIC ART POLICY

Purpose:

The City of Salida recognizes the importance of arts and culture to a vibrant, healthy, and sustainable community. The City strives to promote and encourage arts and culture through the public and private display of art.

This policy establishes guidelines and procedures for the safe display of temporary or permanent public art on, in, or as a part of Salida's assets, property, and rights-of-way to provide for the opportunity for the increased, sustained, safe, and appropriate display of public art within the City of Salida.

This policy is intended to operate in conjunction with the established City of Salida Code of Ordinances, and does not supersede or replace any ordinance in the City Code.

Objectives of Policy:

1. To increase prevalence of public art in Salida.
2. To provide uniform and clear guidelines and procedures governing the review, selection, and approval of installed public art as defined herein.
3. To maintain professional standards in works of art displayed in public areas within the City of Salida.
4. To ensure the safe and appropriate display of works of art on, in, or a part of Salida assets, property, and rights-of-way.
5. To ensure appropriate recognition of artists and donors of works of art displayed in public areas.
6. To ensure the proper and perpetual maintenance and safety of publicly displayed works of art.

Definitions:

Installed Public Art means any works of art or creative artistic expression intended to be installed on, in, or as a part of public spaces, public assets, public property, or public rights-of-way. Public art may also refer to installations contracted by a subdivision/building project or other private entities that fall under government sanction.

Policy:

All installed public art not associated with another special event approved by the City must first be approved by the Public Art Commission on a case by case basis. The Public Art Commission will make recommendations to the Salida City Council and staff.

Any applicant aggrieved by a decision of the Public Art Commission may appeal that decision to the Public Art Commission in a public forum. This can be done by filing a written request for a hearing with the sitting chair of the committee within (10) ten days of denial.

Process: The process by which public art will be selected will be one of the following:

1. Artist-Initiated; or
2. City-Initiated

In the case of City-Initiated public art applications, some of the following may not apply, and will be duly noted in the RFQ (Request for Qualifications) the Call for Entry and/or the application itself.

Review Process:

Application:

1. A fully completed application must be submitted to the current chair or ex-officio member of the Public Art Commission by the first day of the month or at a specified deadline to be listed on the agenda for that month. The application can be retrieved via the cityofsalida.com, salidacreates.com, salidacouncilforthearts.org, City of Salida Public Art Commission meeting or at a Salida Council for the Arts meeting.

2. The Application will include:

- a. Narrative of proposal including concept, media, size and weight dimensions, timeframe for completion, site preparation requirements, and method of installation.
- b. Drawing, model, photograph, or other visual representation of proposed installed public art, indicating its height, width, and relationship to desired site including location.
- c. Artists' biography and statement.
- d. Project budget, detailing all costs associated with the creation, installation, and maintenance of the installed public art including funding for artwork.

Review Criteria:

1. The project should be safe for the public, and include any and all features necessary to protect the art and the public as deemed necessary and approved by the City.
2. The installed public art should encourage access to culture and art.
3. The installed public art should be appropriate for the proposed site and its surroundings, including considerations of architecture, topography, and physical environment.
4. The installed public art should not adversely affect the natural environment.
5. The installed public art is required to be the expected final work, as represented in application. Final installation will be subject to compliance approval by City Personnel.
6. Public accessibility in compliance with ADA requirements
7. Site requirements

8. Maintenance plan

9. All costs of the project including, but not limited to the cost of design, fabrication, plaques, transportation, installation, site preparation work, electrical, maintenance, and permits must be financed by the requesting party, unless the City of Salida or Salida Council for the Arts provides or helps with funding.

Approval:

1. Applicants will be notified of approved projects by the Chair or ex-officio member of the Public Art Commission and Salida City Council.

2. If approved, subject to review, applicants will be notified of any remaining steps necessary to complete the project including what City staff to contact.

3. Other applicants will be notified and thanked by the Public Art Commission and Salida City Council.

Compliance and Identification:

1. The approved applicant is expected to comply with City codes and state and federal regulations, as well as input from the Historic Preservation Commission if applicable. Compliance may include attainment of necessary permits and license agreements.

2. A plaque identifying the art and artist will be displayed at the installation site.

Deaccession:

The City maintains the right to remove public art on, in, or as a part of Salida's assets, property, or rights-of-way. The artist will be notified of such removal. A work of art may be removed for the following reasons:

1. Destruction, either by deterioration, vandalism, or accident to such an extent that repairs or restorations are impractical or unfeasible.

2. On-going maintenance has become impossible or is prohibitively expensive.

3. Required changes by the City at the site will destroy the integrity of the work because of its relationship to the site.

4. The authenticity, attribution, or genuineness of the item is determined to be false or fraudulent.

5. Violation of this Public Art policy.

6. The license agreement has expired or has been terminated.

7. The project has not been completed during initially agreed upon timeframe.

8. Abandonment of the artwork.

9. The project is deemed to be unsafe or caused the location or surroundings to be unsafe.

10. Works of art will be approved for removal by the City Administrator or the Director of Public Works when the need to remove the work is immediate and necessary, and by the Public Art Commission with approval of the City Council in all other instances.

11. The work of art will be returned to the artist, if desired and requested.

Liability and Legal Requirements:

All installed public art is subject to a contract or license agreement between the artist, owner, or representative and the City of Salida for the duration of display. The license agreement shall address all issues of liability including, but not limited to, general liability insurance, indemnification, and holding the City harmless from any and all claims, demands, and rights of

action for injury or damage to property which shall be annually renewing for the duration of the installation. Projects shall not be initiated until legal requirements are approved by the City.

2015-04

Footnotes:

--- (3) ---

Editor's note— Ord. No. 2015-04, § 2, adopted March 17, 2015, set out provisions intended for use as Art. XV, §§ 2-15-10—2-15-40. In as much as there were already provisions so designated, Ord. No. 2015-04 has been included herein as Art. XVI, §§ 2-16-10—2-16-40 at the discretion of the editor.

Sec. 2-16-10. - Establishment.

There is hereby created and established a Public Art Commission, which shall perform those duties and exercise those powers and responsibilities as set forth in this Article.

(Ord. No. 2015-04, § 2, 3-17-2015)

Sec. 2-16-20. - Purpose.

The Public Art Task Force is created to provide recommendations on public art to the City Council of the City of Salida.

(Ord. No. 2015-04, § 2, 3-17-2015)

Sec. 2-16-30. - Membership and organization.

- (a) Members of the Public Art Commission shall be selected by the City Council;
- (b) The membership of the committee shall be seven (7) voting members, five (5) of which are residents of the City and two (2) of which are residents of Chaffee County;
- (c) Members of the Public Art Commission shall be knowledgeable of public art;
- (d) Members shall serve three (3) year terms;
- (e) Terms shall be staggered with the initial membership having three (3) members appointed to terms of three (3) years, three (3) members appointed to terms of two (2) years and two (2) members appointed to terms of one (1) year;
- (f) Once appointed, members will remain on the Public Art Commission for the duration of their term of office unless they resign or are removed by the City Council.

(Ord. No. 2015-04, § 2, 3-17-2015)

Sec. 2-16-40. - Powers and duties.

- (a) The Public Art Commission shall be created to oversee public art projects and make recommendations to the City Council.

(Ord. No. 2015-04, § 2, 3-17-2015)

Item 9.



REQUEST FOR CITY COUNCIL ACTION

Meeting: November 2, 2020

ORIGINATING DEPARTMENT: Community Development		PRESENTED BY: Kristi Jefferson, Planner
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ITEM:

Resolution 2020-41 - Citizen appointments to the Historic Preservation Commission.

BACKGROUND:

The terms of Warren Tomkiewicz and Steve Harris expired last August. Steve Harris has asked to be reappointed and alternate member Steve Chapman has asked to be moved to Warren’s regular member position. This would fill the regular member positions and leave an alternate position vacant. Steve Chapman was appointed by the Council on February 4, 2020.

The current makeup of the Commission is as follows:

<u>Member</u>	<u>Term Expires</u>
Keith Krebs, Chair	04/18/2021
<i>Steve Harris</i>	<i>08/15/2020 Reappoint?</i>
Patrick Reagan	03/01/2022
Warren Tomkiewicz	08/15/2020 —Vacant
Jack Chivvis	03/21/2023
<i>Steve Chapman, Alternate</i>	<i>01/01/2022 Move to Regular Member?</i>
Lee Hunnicutt, Alternate	11/07/2021

Staff has advertised for all board and commission vacancies recently in the Mountain Mail. No one has applied for HPC.

SUGGESTED MOTION:

A Council person should make a motion “to approve Resolution 2020-41, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Historic Preservation Commission:

1. Steve Harris as a regular member, term to expire August 15, 2023; and
2. Steve Chapman as a regular member term to expire August 15, 2023.”

Attachments

Resolution 2020-41
 Emails from Steve Harris and Steve Chapman

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 41
(Series 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING CITIZEN APPOINTMENTS TO THE HISTORIC PRESERVATION
COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE**

WHEREAS, in accordance with Section 2-7-10 of the Salida City Code, as amended, the City Council shall select and appoint person(s) to serve as members of the City of Salida Historic Preservation Commission; and

WHEREAS, Steve Harris’ term has expired and he wishes to continue serving; and alternate Steve Chapman wishes to move into the existing regular member vacancy; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the Historic Preservation Commission; and

WHEREAS, in accordance with Section 2-7-10 of the Salida City Code, as amended, City Council shall confirm the appointments by majority vote;

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

1. The City Council hereby appoints the following individual to serve on the Historic Preservation Commission in the following capacity and term:
 - a. Steve Harris as a regular member, term to expire August 15, 2023;
 - b. Steve Chapman as a regular member, term to expire August 15, 2023.

RESOLVED, APPROVED, AND ADOPTED this 2nd day of November, 2020.

CITY OF SALIDA

By: _____
Mayor P.T. Wood

[SEAL]

ATTEST: _____
Deputy City Clerk

From: [Kristi Jefferson](#)
To: "[Glen Van Nimwegen](#)"
Subject: FW: Steve Harris HPC term
Date: Monday, October 26, 2020 11:47:55 AM

Will this work?

Kristi Jefferson
Planner
City of Salida
448 East First Street
Suite 112
Salida, CO 81201
ph: 719-530-2626
fax: 719-539-5271

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: Steve Harris [mailto:srharris48@gmail.com]
Sent: Monday, October 26, 2020 11:34 AM
To: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Subject: Re: HPC term

Kristi, I am willing to renew my term as a Historic Preservation Commissioner for the City of Salida. Steve Harris

On Mon, Oct 26, 2020, 10:32 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Good morning Steve,

Glen is preparing the resolution for City County for your re-appointment and asked that I get an email from you stating that you would like to renew your term.

Thank you,

Kristi Jefferson
Planner
City of Salida
448 East First Street
Suite 112
Salida, CO 81201
ph: 719-530-2626
fax: 719-539-5271

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Kristi Jefferson](#)
To: "[Glen Van Nimwegen](#)"
Subject: FW: HPC term
Date: Monday, October 26, 2020 2:09:21 PM

Steve Chapmans request to be a regular member is below.

Kristi Jefferson
Planner
City of Salida
448 East First Street
Suite 112
Salida, CO 81201
ph: 719-530-2626
fax: 719-539-5271

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: Steve [mailto:steventchapman970@gmail.com]
Sent: Monday, October 26, 2020 1:42 PM
To: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Subject: Re: HPC term

Kristi...

With a seat soon opening, I wanted to write and let you know I am interested in moving from an alternate member of the Historic Preservation Commission to a regular member.

Thank you,
Steve Chapman

On Mon, Oct 26, 2020 at 10:34 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Good morning Steve,

Glen is preparing the resolution for City Council to move you up from an Alternate to a regular member and asked that I get an email from you stating that you would like to be moved into a regular seat.

Thank you,

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
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ITEM:

Declaration of Extension of State of Local Emergency – COVID-19 Action Plan Implementation

BACKGROUND:

As we are all quite aware, the worldwide COVID-19 pandemic has created an environment where federal, state and local governments Article XVII, Section 2-17-10 of the Salida Municipal Code states that when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency by proclamation. After conferring with the Chaffee County Health Department, on Friday, March 13th, 2020, such an emergency declaration was approved by Mayor Wood to approve the City of Salida COVID-19 Action Plan. The City Council ratified the emergency declaration on March 17th, 2020, extending until April 25th, 2020. Seven extensions have been granted for the Declaration, with the most recent one ending on November 4th. This Action Plan provides for a tiered response to local conditions and will be evaluated on a constant basis going forward. The Action Plan is attached for your review, and the City is currently operating at the Tier II level.

Section 2-17-30 establishes a term of no more than ten (10) days of for any emergency declaration. It also provides that the City Council may extend any proclamation issued by the Mayor for a period not to exceed forty (40) days by a two-thirds (2/3) vote. As issues related to COVID-19 continue, it is imperative that the City continues to follow the protocols established in the Action Plan.

FISCAL NOTE:

No direct costs immediately; however, costs may be incurred as this ever-evolving situation goes forward.

STAFF RECOMMENDATION:

Staff recommends approval by the City Council of a Declaration of Extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, as currently established, until December 2nd, which is one day after the first regular City Council meeting in December.

SUGGESTED MOTIONS:

A City Councilmember should make a motion to approve a Declaration of extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, extending until December 2nd, 2020, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
EXTENDING A LOCAL STATE OF EMERGENCY
REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)**

FINDINGS AND CONCLUSIONS:

WHEREAS, COVID-19 is a highly contagious virus that has spread to numerous countries throughout the world, including the United States; and

WHEREAS, the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the worldwide outbreak of COVID-19 a “global pandemic”, pushing the threat beyond the “global health emergency” it had announced in January; and

WHEREAS, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and

WHEREAS, on March 13, 2020, the Board of County Commissioners of Chaffee County declared a Local Disaster Emergency as authorized under C.R.S. § 24-33.5-703(3) to assist local governments in responding to and recovering from emergency events, including emergency epidemics and pandemics; and

WHEREAS, on March 17, 2020, the Salida City Council unanimously approved an initial Local State of Emergency regarding COVID-19, extending until April 25, 2020; and

WHEREAS, on April 21, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 6, 2020; and

WHEREAS, on May 5, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 3, 2020; and

WHEREAS, on June 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 8, 2020; and

WHEREAS, on July 7, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2020; and

WHEREAS, on August 4, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 2, 2020; and

WHEREAS, on September 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until October 7, 2020; and

WHEREAS, on October 6, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until November 4, 2020; and

WHEREAS, the Chaffee County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that numerous travelers from around the world visit the County, Chaffee County will see cases of the virus and its transmission within the community; and

WHEREAS, Article XVII, Section 2-17-10 of the Salida Municipal Code authorizes the Mayor to declare a State of Emergency via proclamation when it appears that the general health, safety and welfare of the inhabitants of the City are threatened by general public unrest or riot, or by attack upon the State; and

WHEREAS, Article XVII, Section 2-17-30 allows for the City Council to extend any proclamation issued by the Mayor under Section 2-17-10 to be extended for a period not to exceed forty (40) days by a two-thirds (2/3) vote; and

WHEREAS, the City's current State of Local Emergency proclamation will expire on November 4, 2020, which does not coincide with the Governor of the State of Colorado's Safer-At-Home and in the Vast, Great Outdoors order, which is anticipated to be extended; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of the COVID-19 virus on local emergency services providers and medical services is anticipated to be far in excess of the community's available resources; and

WHEREAS, in response to the outbreak of COVID-19 in Chaffee County and the Salida community, and in light of the ongoing risk to public health and safety, at this time it is necessary to extend the existing Local State of Emergency.

NOW THEREFORE, IT IS HEREBY DECLARED BY THE SALIDA CITY COUNCIL:

Section 1. The confirmed presence of COVID-19 in Chaffee County constitutes a Local State of Emergency, as defined in Article XVII, Section 2-17-10 of the Salida Municipal Code, not to exceed a term of forty (40) days.

Section 2. The effect of this declaration of Local State of Emergency shall continue the City's COVID-19 Action Plan, attached hereto as Exhibit A, authorizing a tiered approach to proactively respond to changes in the COVID-19 situation as well as reflect the recommendations of our Federal, State, and Local Health Departments.

Section 3. This declaration shall be made effective immediately on November 2, 2020, and shall be in effect until December 2, 2020.

APPROVED, DECLARED AND ADOPTED on this 6th day of October, 2020.

CITY OF SALIDA, COLORADO

[SEAL]

ATTEST:

P.T. Wood, Mayor
City of Salida, Colorado

City Clerk



CITY OF SALIDA – COVID-19 ACTION PLAN

Purpose: To provide a comprehensive and tiered Action Plan to City of Salida officials in response to the ongoing COVID-19 pandemic. This Action Plan is intended to slowly escalate to proactively respond to changes in the situation as well as reflect the recommendations of our State and local Public Health Departments. This Action Plan is effective March 13, 2020, until further notice.

Authority: Per Sections 2-17-10 and 2-17-20 of the Salida Municipal Code, when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency proclamation. The proclamation may impose a curfew within the City, may prohibit public or private assemblies, may impose restrictions on movement within the City and may contain other regulations necessary and proper to the maintenance of public peace, order and safety.

Tier I

Heightened Awareness. The CDC and local health authorities have indicated that COVID-19 is in the U.S. and are encouraging citizens to be aware and to focus on sanitization and hygiene.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave.
 - Identify work spaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
 - Wash hands often, also use hand sanitizer often.
 - Cover mouth with arm/elbow if coughing.
 - Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
 - Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding.
 - Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected City Staff (gloves, masks, etc.).
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Tier II

Statewide Concern. The Colorado Department of Health and Environment (CDPHE) have indicated multiple cases of COVID-19 within the State of Colorado. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier II which, in addition to Phase I steps, include:

- Trial Teleworking and staggered shifts authorized. Departments should, on a very limited basis, begin to set up telework sites for a limited number of employees to lessen the impact on Tech Services.
 - Employees should refrain of physical contact with each other and with members of the public (i.e. handshakes, hugging, etc.). CDC recommends a 6’ distance of separation.
 - Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
 - City Departments should begin to limit internal meetings.
 - Employees who self-identify as high risk (having compromised immune systems, for example) should work from home. If sick, no sick leave required – will treat as regular time. This provision would temporarily suspend Section 3.5.E. of the City of Salida Personnel Manual requiring medical certification of illness. This includes any part-time employees currently ineligible for sick leave.
 - The City will take direction from State and Local Health authorities.
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Tier III

Chaffee County Concern. Chaffee County Health has indicated multiple cases of COVID-19 within the Region. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier III which, in addition to Phase II steps, include:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk. Employees staying home will not be required to use sick leave, but will treat it as regular pay. This provision would temporarily suspend Section 3.5.E. of the City of Salida Personnel Manual requiring medical certification of illness. This includes any part-time employees currently ineligible for sick leave.
- Elimination of any City meetings or events (unless able to be done remotely). Recreation programs shut down, including closure of Salida Hot Springs Aquatic Center, the SteamPlant Event Center, and the Rotary Scout Hut. Specific closure dates shall be established by Department Heads and announced via press release.
- Teleworking and staggered shifts authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Departments must take additional steps they have identified to limit exposure between employees and between employees and members of the public.

- City buildings reduced staffing authorized. Departments will take steps to ensure City Buildings are minimally staffed, but public spaces are very limited.
 - Heightened level of sanitization of spaces including additional germicide spraying.
 - Selected City Staff have PPE on hand and begin utilization, as appropriate.
 - Public events (other than official meetings of City boards) scheduled to take place in City-owned facilities are suspended until further notice. The Salida community is strongly encouraged to engage in social distancing and to postpone or cancel any gatherings where people will congregate in large numbers and/or in close contact with one another.
 - Other steps as directed by State and Local Health authorities.
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Tier IV

Full implementation of Response Plan. Tier IV may occur at such time as Chaffee County Public Health recommends regionwide social spacing, or schools are shut down, or at such other time as Salida deems it to be in the best interest of the organization and/or community. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier IV which, in addition to Phase III steps, include:

- City Buildings minimally staffed, no public access. Public will be directed to conduct business online, if feasible, or by phone. Non-essential services (City Hall Administration, City Hall Finance, Fire Station Administration, Police Station Administration, Public Works Administration) are closed to the public. Public is encouraged to use digital and telephone communication, website access, online payments, and other ways of communication to conduct business with the City.
 - Departments will fully enact Departmental plans. Teleworking options and staggered shift work maximized. Only essential services ongoing, unless able to be provided through employees working remotely.
 - Incident Command may be set up locally or in coordination with County Authorities.
 - Selected City Staff mandatory use of PPE.
 - Other steps as directed by State and Local Health authorities, including support of their efforts.
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Mayor P.T. Wood is encouraging the greater Salida and Chaffee County community to work together during this time. “It is imperative that we understand the impact of this pandemic on our community, and we know that collective action on preventative hygiene and minimizing social gatherings will significantly reduce the long-term impacts on Salida,” he said. “These short-term measures will build upon our resiliency and strength. We have one goal in mind – to mitigate the possible spread of the disease and avoid a longer-term risk to our community. The City of Salida is asking your cooperation in proactively implementing these measures.”
