



CITY COUNCIL REGULAR MEETING

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

December 15, 2020 - 6:00 PM

AGENDA

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: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve December 1, 2020 Meeting Minutes

4. City of Salida Personnel Manual Update – Healthy Families and Workplaces Act Compliance

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

5. Ordinance 2020-12 An Ordinance of the City Council of the City of Salida, Colorado, Concerning Elections, and Creating a New Section 2-1-60 of the Salida Municipal Code to Create a Process for Addressing Complaints Alleging Campaign Finance Law Violations in City Elections

NEW BUSINESS / ACTION ITEMS

6. Resolution 2020-43 A Resolution of the City Council for the City Of Salida, Colorado Adopting and Approving the 2021 Fee Schedules

7. Resolution 2020-44 A Resolution of the City Council of the City Of Salida, Colorado, Approving a Public Access Agreement with Kitson Holdings, LLC

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.

- [8.](#) Resolution 2020-45 An Amendment to Resolution 2019-62 Establishing Budget and Appropriations by Fund for the City of Salida Operations for Calendar Year 2020
- [9.](#) Resolution 2020-46 A Resolution of the City Council for the City of Salida, Colorado Approving Citizen Appointments to the Public Art Commission
- [10.](#) Resolution 2020-47 Approving Citizen Appointments to the Chaffee Housing Authority Pursuant to Section 2-7-10 of the Salida Municipal Code
- [11.](#) Ordinance 2020-13 An Ordinance of the City Council of the City Of Salida, Colorado, Approving the Transfer and Conveyance of Real Property, Located at the Intersection of M Street and W. Third Street, from the City of Salida to the Chaffee Housing Trust, and Authorizing the Execution of certain Agreements for Said Sale
- [12.](#) Ordinance 2020-14 An Ordinance of the City Council of the City Of Salida, Colorado, Approving a Lease of Real Property, Located at 232 G Street, from the City Of Salida to Rivian, LLC, and Authorizing the Execution of a Charging Station Lease Agreement in Connection thereto

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Staff Reports

- [13.](#) December Staff Reports

BOCC Report

- [14.](#) December BOCC Reports

ADJOURN



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.

City Clerk | Deputy City Clerk

Mayor P.T. Wood

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 7th Street, Ste. 112, Salida, CO 81201, Ph. 719-530-2630 at least 48 hours in advance.

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

December 01, 2020 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harold 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 Shore moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

2. Approve Agenda
3. Approve November 17, 2020 Meeting Minutes

CITIZEN COMMENT—Three (3) Minute Time Limit

Adam Martinez submitted questions for Council to review and respond to.

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.

NEW BUSINESS / ACTION ITEMS

4. Resolution 2020-42 A Resolution of the City Council of the City of Salida, Colorado, Amending, Consolidating and Clarifying the City's Electronic Participation Policy for the use in the Event of a Local Emergency Declaration

Council Member Critelli moved to approve Resolution 2020-42, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

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

Council Member Shore moved to approve the Declaration of Extension of State of Local Emergency - COVID-19 Action Plan Implementation, 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 MOTION PASSED.

6. Ordinance 2020-12 An Ordinance of the City Council of the City of Salida, Colorado, Concerning Elections, and Creating a New Section 2-1-60 of the Salida Municipal Code to Create a Process for Addressing Complaints Alleging Campaign Finance Law Violations in City Elections

Council Member Shore moved to approve Ordinance 2020-12 on first reading, 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.

7. Request for Reimbursement for the Emergency Response Fund – Chaffee County Community Foundation

Council Member Shore moved to approve the Reimbursement for the Emergency Response Fund, Seconded by Council Member Pappenfort.

Council Member Critelli moved to amend the reimbursement and to add an additional \$50,000 from the Coronavirus Relief Fund for small business grants and non-profits, 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 AMENDMENT PASSED.

Returning to the original motion as amended,

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

THE MOTION PASSED.

8. Designation of Voting Members of the Colorado Association of Ski Towns

Council Member Kasper moved to appoint Mayor Wood as the primary voting designee, and Council Member Shore as the secondary voting designee for the Colorado Association of Ski Towns, Seconded by Council Member Pappenfort.

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

Council Reports

Critelli shared that the Greater Arkansas Valley Chamber Choir and Orchestra would host a Christmas Concert on December 11th at 7:00 p.m. streamed live and free at clearviewcommunity.org.

Kasper had nothing to report.

Pappenfort thanked KVRH for broadcasting the Last Waltz. She hoped there was a fundraising program to assist struggling musicians.

Pollock had nothing to report.

Shore expressed his amazement by how well Thanksgiving Dinner was run by Elaine Allemang utilizing 65 volunteers and handing out over 500 meals. He also stated that the program feeds over 800 families a month. He would like staff to find a way to acknowledge Allemang's efforts and contributions to the community.

Templeton recognized Police Chief Russ Johnson and Public Works Director David Lady for the speed study conducted and for fixing the road dip on Poncha Boulevard.

Mayor Report

Wood relayed that there was a virus spike and that Chaffee County would move to the Orange level on the State of Colorado COVID-19 dial. He also said that the current transmissions seemed to be coming from small groups interacting. He acknowledged his support for Chaffee Public Health and asked that the public share in the hard work to lower transmission rates.

Treasurer Report

Bergin had nothing to report.

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.

ADJOURN

Adjourned at 6:35 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: December 15, 2020

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

ITEM:

City of Salida Personnel Manual Update – Healthy Families and Workplaces Act Compliance

BACKGROUND:

In July of 2020, the Colorado State Legislature approved the Healthy Families and Workplaces Act, which requires Colorado employers to provide three types of paid leave to its employees: 1) COVID-19 related paid leave; 2) paid sick leave; and 3) public health emergency-related paid leave. Certain provisions of the Act take effect on January 1, 2021, and require attention in the City's Personnel Handbook.

Employers with 16 or more employees must provide each employee one hour of paid sick leave for every 30 hours worked, up to 48 hours per year. All employees must be allowed to use their leave as it accrues, which is currently allowed in the Personnel Handbook. For a majority of employees, the existing Personal Time Off (PTO) that was implemented in July of 2020 adequately addresses the HFWA's provisions; however, the Personnel Handbook did not allow for employees working less than 20 hours per week to accrue PTO. The proposed changes in the Handbook will fully conform to the new requirements that all employees are offered leave per the HFWA. We are proposing to meet the law's requirements of 1 hour of PTO for every 30 hours worked, not to exceed 48 hours in a calendar year.

These changes were reviewed by both the City Attorney as well as the Employers Council for compliance with the HFWA.

FISCAL NOTE:

There is no immediate fiscal impact, as this proposal simply adds eligible employees into accrual for PTO. However, should an employee leave, they are entitled to be paid for any PTO hours they have accrued over time. At no point will leave for an employee working less than 20 hours per week accrue more than 48 hours of PTO, limiting any negative financial impact over the long term.

STAFF RECOMMENDATION:

Staff recommends approval revised Personnel Manual, dated January 1, 2021, and to be made effective on that date.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the items on the consent agenda, followed by a second and a voice vote.

**FYI**

Colorado Healthy Families and Workplaces Act **COLORADO**

Revised: August 2020

On July 14, 2020, Colorado enacted the Healthy Families and Workplaces Act (“HFWA”), which requires Colorado employers to provide three types of paid leave to its employees: 1) COVID-19-related paid leave; 2) paid sick leave; and 3) public health emergency-related paid leave.

Important Notice:

The information provided herein is general in nature and designed to serve as a guide to understanding. These materials are not to be construed as the rendering of legal or management advice. If the reader has a specific need or problem, the services of a competent professional should be sought to address the particular situation.

Copyright, 2020 Employers Council. All rights reserved. Quotation from or reproduction of any part of this report, in any form, without prior permission in writing from the Employers Council, is prohibited.

Overview

On July 14, 2020, Colorado enacted the Healthy Families and Workplaces Act (“HFWA”), which requires Colorado employers to provide three types of paid leave to its employees: 1) COVID-19-related paid leave; 2) paid sick leave; and 3) public health emergency-related paid leave. Certain provisions of the Act, in particular the paid sick leave and public health emergency-related paid leave, will not take effect until 2021 and 2022, depending on the size of the employer.

The HFWA covers all employers and employees, except employers that, under a collective bargaining agreement, already provide equivalent or more paid leave than required by HFWA, the federal government, and employees covered by the federal Railroad Unemployment Insurance Act.

COVID-19-RELATED PAID LEAVE

Starting July 15, 2020, through December 31, 2020, Colorado employers, regardless of size, must comply with the Emergency Paid Sick Leave Act (EPSLA) provisions of the federal Family First Coronavirus Response Act (FFCRA) and provide up to two weeks (up to 80 hours) of paid leave to full-time employees. For employees working fewer than 40 hours a week, an employer is required to provide up to the employee’s two-week equivalent of work hours. Paid leave already provided to an employee for any of the COVID-19-related reasons below may be counted toward the two weeks of leave required by the HFWA in 2020.

QUALIFYING REASONS FOR TAKING LEAVE

An employee is eligible to take paid leave if the employee is unable to work or telework due to the employee being:

1. Ordered by a government agent (federal, state, or local) to quarantine or isolate due to a risk of COVID-19;
2. Advised by a health care provider to self-quarantine due to a risk of COVID-19;
3. Experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. Taking care of someone else who is ordered by a government agent or health care provider to quarantine or isolate due to a risk of COVID-19;
5. Caring for his or her child whose school, place of care, or child care is closed or unavailable due to COVID-19-related reasons; or
6. Experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

PAY RATE

An employee taking leave for reasons #1 to #3 above must be compensated at the same hourly rate or salary and with the same benefits as the employee normally earns, or 2/3 of that rate for leave taken for reasons #4 to #6.

The rate of pay must not be less than the applicable minimum wage and doesn't include overtime, bonuses, or holiday pay. Employees who are paid commissions must be paid the greater of: (A) their hourly or salaried rate; or (B) minimum wage.

EMPLOYER POLICIES

The HFWA allows employers to require that an employee provide "reasonable documentation" to support a COVID-19-related paid leave request.

If an employee is requesting paid leave for reasons #1 to #4, an employer may ask the employee to provide a signed statement containing the employee's name and the following information:

- The date(s) for the leave;
- The reason for the leave;
- A statement that the employee is unable to work or telework due to the reason for their leave; and
- The name of the healthcare provider or the government entity that advised the employee (or the employee's family member) to self-quarantine or isolate due to COVID-19;

If an employee is requesting paid leave for reason #5, an employer may ask the employee to provide a signed statement containing the employee's name and the following information:

- The date(s) for the leave;
- The name of the child requiring care;
- The name of the school, place of care, or child care provider that is closed or unavailable; and
- A statement that no other suitable person is available to care for the child.

An employer may not require the employee to provide documentation for the employee to take paid leave, but it can require documentation as soon as the employee reasonably can provide it.

PAID SICK LEAVE

Effective January 1, 2021, employers with 16 or more employees must provide each employee one hour of paid sick leave for every 30 hours worked, up to 48 hours per year.¹ An employee must be allowed to use their paid sick leave as it accrues. Therefore, a paid leave policy that requires an employee to wait a certain period before being allowed to take leave would not be compliant with the HFWA.

¹ An overtime exempt employee is presumed to work 40 hours a week, unless the employee regularly works fewer than 40 hours a week, then the employee's paid sick leave accrual rate would be based on the employee's work hours.

Moreover, employees must be allowed to roll over year to year up to 48 hours of unused paid sick leave, but an employer can restrict an employee from using more than 48 hours of paid sick leave in a year.

Upon termination of employment, employers are not required to pay out to employees earned, but unused paid sick leave. However, if an employee leaves the organization and is rehired within 6 months, the employer must reinstate all previously earned, but unused paid sick leave, unless such leave was paid out to the employee upon separation. The employer may not require the employee to provide documentation for the employee to take sick leave, but it can require documentation as soon as the employee reasonably can provide it.

These same requirements will apply to employers with 15 or fewer employees, effective January 1, 2022.

QUALIFYING REASONS FOR TAKING LEAVE

Employers must allow employees to use their paid sick leave if the employee:

1. Has a mental or physical illness, injury, or health condition that prevents the employee from working;
2. Needs to obtain preventive medical care, or a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
3. Needs to obtain preventive care;
4. Needs to care for a family member who falls under the three categories above;
5. The employee or the employee's family member² has been the victim of domestic abuse, sexual assault, or criminal harassment, and the use of leave is to:
 - seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment;
 - obtain services from a victim services organization;
 - obtain mental health or other counseling;
 - seek relocation due to domestic abuse, sexual assault, or harassment; or
 - seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
6. Due to a public health emergency, a public official closed either:
 - the employee's place of business, or

² "Family member" means (a) immediate family related by blood, adoption, marriage, or civil union, or anyone else for whom the employee is responsible for providing or arranging health- or safety-related care.

- the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.

PAY RATE

An employee taking paid sick leave must be compensated at the same hourly rate or salary and with the same benefits as the employee normally earns for hours worked. The rate must not be less than the applicable minimum wage and doesn't include overtime, bonuses, or holiday pay. Employees who are paid commissions must be paid the greater of: (A) their hourly or salaried rate; or (B) minimum wage.

EMPLOYER POLICIES

An employee may request paid sick leave orally, in writing, electronically, or by any other means acceptable to the employer. Employees should be allowed to take sick leave in at least one-hour increments, unless the employer allows for leaves to be taken in smaller increments.

If an employee has taken paid sick leave for four or more consecutive days, the employer can require that the employee provide reasonable documentation that support the reason for the leave request. However, the employer may not require more documentation than is necessary. The law prohibits employers from requiring the employee to disclose details concerning the employee's (or the employee's family) health information, domestic or sexual violence, or stalking.

PUBLIC HEALTH EMERGENCY-RELATED PAID LEAVE

Effective January 1, 2021 (for employers with 16 or more employees) and January 1, 2022 (for employers with 15 or fewer employees), during a public health emergency, an employer must provide employees up to 80 hours of paid leave (or, for an employee working fewer than 40 hours per week, two weeks of their regular hours). Up to 48 hours of unused paid sick leave accrued by the employee can be counted toward the Public Health Emergency Paid Leave required by the HFWA.

QUALIFYING REASONS FOR TAKING LEAVE

Employees can use public health emergency leave for any of the following purposes:

1. To self-isolate (or care for a family member who is self-isolating) due to the employee (or family member) being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
2. To seek or obtain (or care for a family member needing) medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency;
3. To seek for oneself (or care for a family member needing) preventive care concerning a communicable illness that is the cause of a public health emergency; or

4. If the employee is excluded from work or has to care for a family member who's excluded from work, by a government health official, or by an employer, due to the employee or the employee's family member having exposure to, or symptoms of, such an illness (whether or not they are actually diagnosed with the illness);
5. Being unable to work due to a health condition that may increase susceptibility or risk of such an illness; or
6. To care for a child or other family member whose school, child care provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

PAY RATE

An employee taking paid sick leave must be compensated at the same hourly rate or salary and with the same benefits as the employee normally earns for hours worked. The rate must not be less than the applicable minimum wage and doesn't include overtime, bonuses, or holiday pay. Employees who are paid commissions must be paid the greater of: (A) their hourly or salaried rate; or (B) minimum wage.

NOTICE, POSTING, AND RECORDKEEPING REQUIREMENTS

HFWA requires employers to notify employees about their paid leave entitlements under the law. The notice must:

1. Specify the amount of paid sick leave to which employees are entitled and the terms of its use under the law;
2. Notify employees that employers cannot retaliate against them for requesting or using paid sick leave; and
3. Notify employees that they have the right to file a complaint or bring a civil action if paid sick leave is denied or they are retaliated against for exercising their rights under the law.

An employer can comply with those requirements by supplying each employee a written notice, containing the information above, that is in English and in any language that is the first language spoken by at least 5% of the employer's workforce. The notice must be displayed in a conspicuous and accessible location in each establishment where the employer's employees work. For employees working remotely or without a physical workspace, a notice via electronic means would suffice. The notice and posting requirements are waived during the period that an employer's business is closed due to a public health-related emergency.

The HFWA requires employers to maintain records for two years for each employee, documenting hours worked, paid sick leave accrued, and paid sick leave used under the HFWA. In a dispute between an employer and an employee regarding the employee's paid leave entitlements, an employer who failed to maintain or retain adequate records will be presumed to have violated the law, unless the employer can show by a preponderance of the evidence that it did not.



PERSONNEL MANUAL

Adopted by the Salida City Council
Effective ~~July 1, 2020~~ January 1, 2021

TABLE OF CONTENTS

INTRODUCTION	- 4 -
SECTION 1 – EMPLOYMENT PRACTICES	- 5 -
1.1 Equal Employment Opportunity and Unlawful Harassment	- 5 -
1.2 ADA and Religious	- 5 -
1.3 Pregnancy Accommodation	- 5 -
1.4 EEO Harassment.....	- 5 -
1.5 Sexual Harassment.....	- 6 -
1.6 Violence in the Workplace	- 7 -
1.7 Open Records and Confidentiality	- 7 -
1.8 Personnel Records	- 7 -
1.9 Performance Evaluations	- 8 -
1.10 Attendance and Work Schedule	- 9 -
1.11 Separation	- 9 -
SECTION 2 – WAGE AND HOUR PRACTICES.....	- 10 -
2.1 Pay Status and Classifications	- 10 -
2.2 Paychecks and Paydays	- 11 -
2.3 Recording and Record Keeping	- 11 -
2.4 Standby Compensation	- 11 -
2.5 Overtime Compensation	- 12 -
2.6 Wage Deductions	- 12 -
2.7 Differential Pay for Temporary Assignment	- 13 -
SECTION 3 – EMPLOYEE BENEFITS AND LEAVES.....	- 14 -
3.1 Employee Benefits	- 14 -
3.2 Workers’ Compensation	- 14 -
3.3 Personal Time Off.....	- 15 -
3.4 Paid Holidays	- 18 -
3.5 Statutory Leaves of Absence.....	- 19 -
3.7 Domestic Violence Leave	- 20 -
3.8 Family and Medical Leave of Absence	- 22 -
3.9 Personal Leave of Absence	- 25 -
3.10 Bereavement Leave	- 25 -
3.11 Breastfeeding and Milk Expression Breaks	- 25 -
SECTION 4 – EMPLOYEE DISCIPLINE/DISCHARGE	- 27 -
SECTION 5 – EMPLOYEE DEVELOPMENT	- 28 -
5.1 Required Training.....	- 28 -
5.2 NIMS Training.....	- 28 -
5.3 Requested Training	- 28 -
SECTION 6 – OTHER POLICIES	- 30 -
6.1 Conflict of Interest	- 30 -
6.2 Personal Gain	- 30 -

6.3	Gratuities.....	- 30 -
6.4	Employment of Related Persons.....	- 30 -
6.5	Employment of Relatives	- 30 -
6.6	Romantic Relationships.....	- 31 -
6.7	Outside Employment	- 31 -
6.8	Political Activity.....	- 31 -
6.9	City Property	- 32 -
6.10	Operation of City or Private Vehicles.....	- 33 -
6.11	Alcohol and Drug-Free Workplace.....	- 33 -
6.12	Communications Systems	- 36 -
6.13	Residency Requirements.....	- 38 -
6.14	Open Door Policy	- 38 -
6.15	Ethics	- 39 -
6.16	Job Related Problems.....	- 39 -
6.17	Smoking.....	- 39 -
6.18	Data Disposal Policy	- 40 -
	ACKNOWLEDGMENT OF RECEIPT	- 41 -

INTRODUCTION

The purpose of this manual is to inform employees of the personnel policies of general applicability for the City of Salida (the City or Salida). This manual is not all-inclusive and does not purport to address all conceivable circumstances but addresses those topics likely to be of interest to employees in the course of day-to-day operations.

The policies in this manual are not intended to supersede applicable ordinances, statutes, or other laws; in case of any conflict between these policies and such ordinances, statutes or other laws, the latter shall prevail. The provisions of this manual apply to all employees of the City except as otherwise specified. Departments may have their own policies and procedures.

The policies in this manual are not intended and shall not be construed to vest any employee of the City of Salida with any rights arising from any express or implied contract of employment, and employment with the City of Salida is at will, and can be terminated at any time without procedures, cause, or notice. The City reserves the right to change or rescind these policies and to determine the application of these policies to specific circumstances using its sole discretion. The City further reserves the right to alter or eliminate any benefits provided to its employees as referenced in the personnel policies. Any alteration, elimination, or revision may be made applicable to then-current as well as future employees.

Any matter not specifically covered by this manual may be administered by the City Administrator or their designee in a manner consistent with this manual.

IMPORTANT NOTICE

AT THE CITY OF SALIDA, NEITHER THE EMPLOYEE NOR THE CITY IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE CITY OF SALIDA IS AT-WILL. EITHER THE EMPLOYEE OR THE CITY HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY THE CITY ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE CITY OF SALIDA, OTHER THAN THE ELECTED OFFICIAL OR AGENCY HEAD, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE ELECTED OFFICIAL OR AGENCY HEAD AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE CITY RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE CITY OF SALIDA. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

SECTION 1 – EMPLOYMENT PRACTICES

1.1 Equal Employment Opportunity and Unlawful Harassment

The City is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

1.2 ADA and Religious

The City will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the City or cause a direct threat to health or safety. The City will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the City.

1.3 Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the City will engage in a timely, good faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the City's business operations.

The City may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the City Administrator.

The City will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1.4 EEO Harassment

The City strives to maintain a work environment free of unlawful harassment. In doing so, the City prohibits unlawful harassment because of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other applicable status protected by state or local law will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.

- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault, or blocking an individual's movements.

This policy applies to all employees including supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

1.5 Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the City believes it warrants separate emphasis.

The City strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct, which may violate this policy, includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Employees should report the incident to their supervisor, Department Head, or the City Administrator who will investigate the matter and take corrective action. Employee complaints will be kept as confidential as practicable. Employees who would prefer not to go to any of these individuals with their complaint should report the incident to the Mayor.

The City prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or their participation in the investigation they should follow the complaint procedure outlined above. The situation will be investigated by their supervisor, Department Head, the City Administrator or the Mayor.

If the City determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

1.6 Violence in the Workplace

Employees must not engage in intimidation, threats or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons on to City property, or any other act, which in the City's opinion is inappropriate to the workplace. In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to the City. Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

The City prohibits the possession or use of unconcealed weapons and the use of concealed weapons on City property, regardless of whether or not the person is licensed to carry the weapon. This guideline applies to all employees, contract and temporary employees, visitors and customers on City property, regardless of whether or not they are licensed to carry a concealed weapon.

Concealed weapons for which the individual has a permit must be unloaded or properly disarmed so as to render them un-dischargeable or unusable while on City property. Further, the individual with the concealed weapon who has a permit must report to the Chief of Police that they are carrying a concealed weapon while on City property, must show the Chief of Police the permit, and must provide the Chief of Police the weapon for inspection. Additional precautions may be taken depending upon the circumstances.

1.7 Open Records and Confidentiality

The City of Salida is governed by the Colorado Open Records Act (See C.R.S. 24-72-201 et seq.) which states that it is the public policy of the State of Colorado that all public records will be open for inspection by any person at reasonable times. Notwithstanding that general policy, the law provides that some records are not open to public inspection and are to be kept confidential. Examples of such "non-public" records include but are not limited to: individual medical and mental health records; employee personnel files and reference letters; deliberative work product information; law enforcement investigation and intelligence records; privileged information and confidential commercial and financial data.

Employees of the City of Salida may work with, have access to, or gain knowledge of records or information that belongs to the City, its employees, citizens and/or suppliers and which is not open to public inspection. City employees shall maintain the confidentiality of and shall not use, disclose or in any way make available to anyone else, either outside or within the City, any confidential, non-public records or information at any time, except as directed by the City Administrator and/or in the proper performance of duties as an employee of the City of Salida. If an employee has any doubt or concern as to whether a particular record or item of information is open to the public or whether a particular disclosure is appropriate, the employee should contact the City Administrator for direction.

1.8 Personnel Records

The City maintains a personnel file on each employee. Personnel files are the property of the City, but every existing employee can inspect and review his or her own personnel file upon request to the City Administrator. The following persons are also authorized to access personnel files:

- The employee's direct supervisor or Department Head
- The City Administrator

- The City Attorney
- Administrative personnel in the course of updating basic data; and
- An employee's designated representative, with a written and signed authorization by the employee.

An employee who wishes to review their personnel file should submit a written request to the custodian of the personnel files. An appointment will be scheduled within three (3) working days at which time the records will be available for inspection.

Other than as required by the Colorado Open Records Act, C.R.S. § 24-72-102 *et seq.*, no documents shall be released from a personnel record without a consent from the employee designating the documents to be released, the person or entity to which the release is to be made, and indemnifying and holding harmless the City from any liability, claims, and demands resulting from such release.

Each employee must provide written notice to the City Administrator of any changes to the employee's legal name, marital status, insurance changes, tax exemptions, residence, telephone, emergency notification, and other relevant information within 30 days of the change.

1.9 Performance Evaluations

Communication between the City and employee is a key element in the successful operation of the City government. At least once a year, on a schedule established by the City Administrator, supervisors and employees will endeavor to meet to discuss performance. Factors to be considered include quality and quantity of work, ability to learn, initiative, attendance and punctuality, conduct and overall performance. Goals and measures established during a formal evaluation, or on an informal basis, will form the basis of the annual evaluation and provides a forum for establishment of goals for the next period of employment. Changes in employee compensation are not necessarily tied to the time of a formal evaluation and may be made at any time the City deems appropriate.

Performance management is an on-going process. Supervisors and employees shall discuss progress toward performance goals and personal development throughout the year. The annual performance appraisal is a re-cap or summary of the discussions that have occurred throughout the year. Supervisors are encouraged to document performance discussions and, in certain situations involving performance issues, will be required to document interim discussions. Supervisors and Department Heads should consult with the City Administrator regarding performance issues and before a disciplinary process is initiated.

The formal, annual evaluation shall be in writing, in a format prescribed by the City Administrator, and shall be made a part of the employee's personnel file. Any documents or notes from meetings regarding performance should be sent to the City Administrator for filing in the employee's personnel file. Having more documentation will make it easier for the supervisor to write the annual review.

Job performance evaluations do not have to be formal or in writing in order to put an employee on notice of job performance goals, achievements and deficiencies. Employees must be receptive to their supervisors' and Department Heads' input, instructions, and constructive criticism, whether verbal or in writing, on a day-to-day basis.

1.10 Attendance and Work Schedule

Regardless of what position an employee holds, punctuality and regular attendance are essential to the effective operation of the City. Regular and reliable attendance is an essential function of each and every position at the City. If an employee knows in advance they are going to be unavoidably late or absent, they must personally notify their supervisor according to the provisions set forth in section 3.3 or 3.5.D of this manual. Departments may have additional specific procedures for such notification.

Assignment of scheduled working hours will be made by the employee's Department Head or supervisor. Likewise, scheduled working hours may change at the discretion of the employee's Department Head or supervisor. Employees are to be present at work during all scheduled hours, unless arrangements in accordance with the leave policies have been made. Unexcused absences and failure to be at the employee's appointed workstation at the start of the work period will result in corrective action up to and including dismissal.

1.11 Separation

Employees are free to resign at any time for any reason. Employees desiring to end their employment relationship with the City should notify their supervisor as soon as possible of the intended separation. Notice generally allows sufficient time to transfer work, cover shifts, return City property, review eligibility for continuation of insurance, and make arrangements for final pay.

Employees who plan to retire are asked to provide sufficient advance notice so the City can timely process any pension forms or other retirement benefits to which an employee may be entitled.

SECTION 2 – WAGE AND HOUR PRACTICES

2.1 Pay Status and Classifications

- A. Employee Type. For administrative purposes and to determine eligibility for benefits, the City classifies personnel as follows:
1. Full-time (FT) - Persons who are normally scheduled to work 40 hours (or more in the case of firefighters) each workweek and 52 workweeks each year are full-time employees and are eligible for all legally mandated benefits as well as City discretionary benefits outlined separately in a benefits overview document.
 2. Special Full-time (FT-S) - Persons who are normally scheduled to work 30 hours or more but less than 40 hours each workweek and at least 50 workweeks each year are special full-time employees and are eligible for all legally mandated benefits as well as participation in City discretionary benefits, that may be limited or pro-rated, as outlined separately in a benefits overview document.
 3. Part-time Benefitted (PT-B) - Persons who are regularly scheduled to work 20 hours or more but less than 30 hours each workweek and at least 50 workweeks each year are part-time benefitted employees and are eligible for all legally mandated benefits as well as participation in a sub-set of City discretionary benefits outlined separately in a benefits overview document, subject to limitations in plan documents. To the extent such documents differ from this policy, the plan documents will control eligibility.
 4. Part-time Non-benefitted (PT) - Persons who are regularly scheduled to work less than 20 hours per week are part-time employees. Part-time employees are not eligible for the City benefits except where required by law.
 5. Seasonal (S) - Workers performing duties of a seasonal nature, typically not to exceed 26 weeks of continuous service, are seasonal employees and are not eligible for the City benefits except where required by law.
 6. Temporary (T) - Persons who are hired in a job established for a temporary period or for a specific assignment. Temporary employees may work either full-time or part-time depending upon the requirements of the assignment. Temporary employees working less than 30 hours per week are not eligible for the City benefits as outlined in the benefits overview document except where required by law.
 7. Elected Officials (E) - The mayor, council members, and treasurer who are elected are not considered employees. Elected officials are not subject to the provisions of this Manual and are not eligible for the City discretionary benefits. The City does not pay unemployment insurance for these individuals.
- B. Employee Classification. Employees whose jobs are governed by the Fair Labor Standards Act (FLSA) are either “exempt” or “non-exempt.” Non-exempt employees are entitled to overtime pay. Exempt employees are not.

1. Non-exempt Employee - Non-exempt employees are generally paid by the hour and do not meet the exclusion criteria of exempt employees. They are eligible for overtime compensation in accordance with the FLSA and Section 2.5, *Overtime Compensation*.
2. Exempt Employee - Exempt employees are persons who hold positions considered to be executive, administrative, or professional as defined by the FLSA. Employees classified as exempt will receive a salary that will constitute full compensation for all hours worked and are not eligible for overtime pay or compensatory time off.

2.2 Paychecks and Paydays

Employees are paid on a bi-weekly basis on alternating Fridays. Time sheets must be submitted to department supervisors for review and approval no later than the Tuesday prior to payday. A summary of the timesheets for each department is provided to the Finance Department on the Wednesday prior to payday covering the previous two-week period. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee's paystub or paycheck will be available upon his or her return from vacation. Employees can elect direct deposit of their paycheck by completing the required form and providing a voided check to the Finance Department.

An employee who has lost or destroyed a paycheck must complete a Check Request form approved by their supervisor and must submit payment to the City for the cost to stop payment on the lost check. If the employee believes the circumstances surrounding the lost or destroyed check justify a waiver of the stop payment fee, they may appeal the fee to the City Administrator.

2.3 Recording and Record Keeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees must accurately record the time they begin and end their work, as well as the total number of hours worked during the day. Overtime work must always be approved before it is performed, except for emergency call back for operations personnel. They must record the beginning and ending time of any split shift or departure from work for personal reasons. Payroll time sheets must be initialed by the employee and Department Head or supervisor.

Altering, falsifying, tampering with time records, or recording time on another employee's time record is strictly prohibited and may result in disciplinary action, up to and including termination of employment.

2.4 Standby Compensation

- A. Non-public-safety employees serving as scheduled standby personnel on weekends for the City will be compensated at time and one-half for time actually worked, with a one-hour minimum per call. Employees receive at least \$50 per regular workday and \$75 per holiday regardless of whether they are called out. In addition, unscheduled standby personnel asked to respond to an incident will be compensated at time and one-half for time actually worked on weekends.

- B. Non-public-safety employees working a seven-day standby rotation will be paid \$100 standby pay for the seven-day standby period, plus one and a half (1½) times their regular hourly rate for time actually worked on call-outs beyond the regular forty (40) hour workweek. Salaried supervisors who are not eligible for additional pay for the call-out will receive the \$100 standby pay on their seven-day standby rotation.

2.5 Overtime Compensation

The FLSA requires that employees classified as non-exempt (other than police officers and firefighters who are covered by different provisions in the FLSA) are eligible for overtime pay equal to one and one-half (1½) times their regular rate of pay for each hour worked in excess of forty (40) hours in a workweek. The City's work week for FLSA purposes generally runs from Wednesday 12:00 AM to Tuesday 11:59 PM. The work week for FLSA purposes for the fire department runs from Wednesday 7:30 AM to the following Wednesday 7:30 AM. Police officers are eligible for overtime pay after working 86 hours in a 14-day pay period, and firefighters are eligible for overtime pay after working 106 hours in a 14-day pay period. Exempt employees are not covered by the FLSA's overtime pay provisions. Hours worked in excess of the normal work schedule before reaching 86 hours for police and 106 hours for firefighters in a 14-day cycle are considered "straight-time" overtime and are compensated at the employee's regular rate of pay.

Work will be organized so that overtime is avoided whenever possible, and then should be kept to a minimum. Any overtime must be coordinated by the Department Head. This may take the form of direct consent each time or, alternatively, consistent application of guidelines approved by the Department Head. Sick, vacation, bereavement leave and holidays are not counted for the purpose of computing overtime.

2.6 Wage Deductions

- A. Required Deductions. The City shall automatically take the legally required deductions (e.g. FICA, income tax withholdings) from gross wages. Deductions for insurance premiums and other benefits shall require the prior written authorization from the employee, except in cases of court order or where otherwise permitted by law.
- B. Deductions for Property Not Returned At Termination. Employees are entrusted during their employment with property that belongs to the City and that has value. Employees are responsible for returning this property to the City upon request or at the time of termination of employment, whichever is first. The City has the right to withhold an employee's final pay check for up to 10 days in order to audit the return of all property and to determine the value of any property not returned or returned in a damaged condition.
- C. Deduction from Pay Check. The City will deduct from employee's pay check the value of any of the City's property that is not returned within this 10-day audit period or that is returned in a damaged condition, to the fullest extent permitted by law.
- D. Damages and Penalties. Employees are responsible for paying to the City the balance of any amount owed for property not returned to the City or returned to the City in a damaged condition. Employees who convert or steal the City's property may be liable to the City for three times the value of the property not returned, plus the City's costs and attorney's fees.

incurred in obtaining a judgment for the damages and penalties, pursuant to Colorado's civil theft statute (§18-4-405).

- E. Salary for Exempt Employees. It is the City's guideline to comply with the salary basis requirements of the FLSA. Therefore, the City prohibits all supervisors and Department Heads from making any improper deductions from the salaries of exempt employees. Deductions from salaries that are permissible:
1. Personal absences. The City may deduct for full day absences for personal reasons other than sickness or disability.
 2. Absences for illness or injury. The City may deduct for full day absences due to illness or injury if bona fide sick pay/disability plans are in place.
 3. Absences for FMLA Leave. The City may deduct for full day absences taken as FMLA leave and partial day absences for hours taken as intermittent or reduced FMLA leave.
 4. Offsets. The City may offset employees' pay for amounts received by the employee for jury fees, witness fees, or military pay.
 5. Infractions of safety rules. The City may deduct for penalties imposed when salaried employees violate safety rules of major significance.
 6. Infractions of workplace conduct rules. The City may suspend exempt employees without pay for full days for infractions of written workplace conduct rules. This deduction is meant to cover only suspensions for "serious workplace misconduct" such as sexual harassment or drug and alcohol violations.
 7. First or last weeks of employment. The City may make partial week payments during an employee's first or last weeks of employment.

Employee believing that an improper deduction has been made to their salary should immediately report this information to the City Administrator. Reports of improper deductions will be promptly investigated by the City Administrator. If it is determined that an improper deduction has occurred, employees will be promptly reimbursed.

2.7 Differential Pay for Temporary Assignment

Employees who are temporarily assigned to higher grade position for a minimum of 30 days may be awarded a differential pay increase for the duration of the assignment, with a range of 5-25% (depending on circumstances) of their pay rate. Requests for Differential Pay shall be submitted to and approved by the City Administrator. Differential Pay for an Acting City Administrator and other special circumstances outside of the parameters within this paragraph require City Council approval.

SECTION 3 – EMPLOYEE BENEFITS AND LEAVES

3.1 Employee Benefits

The following benefits are offered to certain employees based on employee type as defined in section 2.1 and subject to plan documents and provider agreements.

Employee Benefit Offering	Employee Type		
	FT	FT-S	PT-B
1. Medical Insurance	X	X	
2. Life Insurance	X	X	X
3. Accidental Death and Dismemberment	X	X	X
4. Short-term Disability	X	X	
5. Long-term Disability	X	X	
6. Tele-doctor Service	X	X	X
7. Dental Insurance	X	X	X
8. Supplemental Accident and/or Critical Illness	X	X	X
9. Free Swimming at Salida Hot Springs Aquatic Center for employee	X	X	X
10. Free Swimming at Salida Hot Springs Aquatic Center for immediate family members (all pool employees eligible)	X	X	
11. Discounted golf pursuant to the most current agreement with the facility operator	X	X	
12. Personal Time Off	X	X	X
13. Paid Holidays	X	X	
14. Retirement Savings – 457 deferred savings plans	X	X	X
15. Retirement Savings – 401(a) or FPPA plans	X		
16. Section 125 Cafeteria Plan	X	X	

Part-time employees who work less than 20 hours or more per week, seasonal employees and temporary employees are not eligible for the City discretionary benefits except for a free individual pool pass to the Hot Springs Aquatic Center. Elected officials are eligible to receive free family swimming at the Hot Springs Aquatic Center.

A summary of the insurance benefits and cafeteria plan can be found at the ADP portal at <https://portal.adp.com/public/index.htm>. For more detailed benefit information, contact the Finance Director. Medical insurance eligibility begins the first day of the month following the full-time hire date. However, eligibility for insurance is governed by the plan, and to the extent it differs from this policy, the plan controls. City contributions to the 401(a) retirement plan begin at the start of the pay period after six months from the date of hire for Full-time employees.

3.2 Workers' Compensation

The City provides Workers' Compensation Insurance as required by law for employees who suffer job-related injuries or diseases. Employees must verbally report the injury or disease to the Department Head

immediately, and then notify, in writing, the City as soon as practicable but in any event within four working days after the accident. Alcohol and Drug testing may be required, pursuant to applicable laws, if the employee's own actions or omissions could possibly have caused the accident that led to injury. Failure to report the injury and to timely submit to testing, if required, could result in discipline or discharge.

The City has the right to require that employees are treated by a treating physician selected from a list of physicians designated by the City. The department head shall provide the injured employee with a list of designated treating physicians. Failure to use a physician from the designated list may result in loss of medical benefits. The injured employee is responsible for arranging an appointment with a designated treating physician.

The injured employee's treating physician may recommend that he or she return to work on limited duty. In such event, the City may require the employee to return to work performing duties within the medical restrictions even if such work is different than the employee's regular job duties. An employee's refusal of limited duty may be the basis for discipline or discharge.

3.3 Personal Time Off

Unless different provisions are agreed upon through the hiring process, the following Personal Time Off benefits shall apply for all ~~full-time~~ employees.

- A. Purpose. Recognizing the varying work schedules of City employees and employee's diverse needs for time away from work, the City provides a general Personal Time-Off (PTO) leave program for its employees. Personal Time Off is accrued by ~~regular all~~ employees to use for vacations; ~~medical/dental appointments, personal business, child care problems, bereavement, family emergencies, off the job injury, incidental illness, incidental care for family members, and all other absences not covered under another plan~~ mental or physical illness, injury, or health condition that prevents them from working; preventive medical care, or to get a medical diagnosis, care, or treatment; the employee or the employee's family member having been a victim of domestic abuse, sexual assault, or criminal harassment, and needing leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation; or due to a public health emergency, a public official having closed either the employee's place of business or the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.
- B. Eligibility Criteria:
- Effective on appointment, all ~~Regular, Special, and Part Time Benefitted~~ employees will accrue Personal Time-Off on a bi-weekly basis for 26 pay periods each year according to the following schedule:

	Full Time Regular – 40 Hours		Full Time Special – 30+ Hours		Part Time Benefitted – 20+ Hours		Part Time Non Benefitted – Less than 20 Hours		Firefighting Personnel	
Years of Service	Hours per Pay Period	Annual Accrual Days	Hours per Pay Period	Annual Accrual Days	Hours per Pay Period	Annual Accrual Days	Hours per Pay Period	Annual Accrual Days	Hours Per Pay Period	Annual Accrual Days

0 through 3	6.15	20	4.62	15	3.08	10	N/A*	N/A**	7.90	25.75
4 through 5	6.77	22	4.92	16	3.31	10.75	*	**	8.70	28.25
6 through 7	7.08	23	5.31	17.25	3.54	11.50	*	**	9.10	29.5
8 through 10	7.69	25	5.54	18	3.69	12.00	*	**	9.88	32.25
11 through 14	8.00	26	6.00	19.50	4.00	13.00	*	**	10.28	33.5
15 or more	8.92	29	6.69	21.75	4.46	14.50	*	**	11.46	37.25

*Accrue at a rate of 1 hour of Personal Time Off for every 30 hours worked.

**Not to exceed 4.33 days annually.

- Personal Time-Off accruals will increase to the next level beginning on the first full pay period following the employee's appropriate anniversary date, (date of hire with the City as a "regular" benefited employee).
- PTO will continue to accrue during periods of absence while the employee remains in an active pay status. However PTO accrual will be discontinued during periods of Short Term Disability (STD) and Long Term Disability (LTD) unless the employee uses PTO hours to supplement his/her disability payment in order to receive 100% of their normal base pay.
- Maximum Accumulation - The maximum accumulation of Personal Time-Off will be limited as shown in the following chart. An employee who reaches the maximum accrual limit will not be credited with further Personal Time-Off until their accruals are reduced below the limit.

	Full Time Regular – 40 Hours	Full Time Special – 30+ Hours	Part Time Benefitted – 20+ Hours	Part Time Non Benefitted – Less Than 20 Hours	Firefighting Personnel
Years of Service	Maximum Accrual Hours	Maximum Accrual Hours	Maximum Accrual Hours	Maximum Accrual Hours	Maximum Accrual Hours
0 through 3	210	157.5	105	N/A 48	270
4 through 5	225	168.75	112.5	48	290
6 through 7	240	180	120	48	308.5
8 through 10	260	195	130	48	334
11 through 14	270	202.5	135	48	347
15 or more	300	225	150	48	385.5

C. Utilization:

- Scheduling Personal Time Off: Scheduled PTO is distinguished from unscheduled PTO by the degree of control or discretion the City, through its supervisors and Department Heads, exercise in the scheduling of time off.
 - Scheduled Use: Every effort will be made to accommodate the employee's requested dates for PTO, ~~however, the scheduling of time off will be at the discretion of the supervisor and/or Department Head based upon operational considerations.~~ To schedule leave, a Request for Leave form must be submitted in advance of the use of

the leave to the supervisor or Department Head no less than five (5) days prior to the usage of leave unless otherwise directed by the employee's Department Head.

- b) **Unscheduled Use:** In the event the employee is unable to work due to unforeseen personal illness or injury, or for other unforeseen reasons, the following provisions will apply:

1) **Notification** – If unable to report to work for any reason, employees must personally communicate this fact to the supervisor or designee as early as required by the individual's operating department. Such notification must be made each time a scheduled work shift will be missed unless the supervisor has pre-authorized otherwise. Employees failing to comply with this provision (except for a showing of good cause as determined by the Department Head), will not be paid for an unscheduled absence and will be subject to disciplinary action.

~~2) **Verification of Need for Unscheduled Leave** – The employee may be required to furnish medical verification or other proof that unscheduled use of PTO was unavoidable. Such proof may be requested by the employee's supervisor or Department Head.~~

~~3) 2) The unscheduled use of Personal Time _Off on seven (7) or more occasions within a calendar year will be documented to the employee's personnel file by the employee's supervisor and may reflect negatively on the employee's annual evaluation. All consecutive work day absences for the same reason will be considered as one occasion for the purpose of this policy. The unscheduled use of PTO on seven or more occasions or as otherwise found to be excessive by the supervisor and Department Head may be subject to discipline.~~

~~4) 3) In the case of any unscheduled use of PTO leave due to personal illness or injury exceeds four (4) consecutive work days, the employee may be required to obtain, at the employee's expense, medical confirmation that the employee was unable to perform work during said leave. The City reserves the right to require that such confirmation be obtained from the City's health care provider. If the employee is required to obtain confirmation from the City's health care provider, said confirmation will be at the City's expense.~~

2. **Emergency Donation of Accrued but unused PTO** – Employees may donate accrued but unused PTO to be used by other employees who have exhausted all of their available leave time.

D. Compensation:

1. **Payment for Personal Time _Off at Separation** – Upon termination, retirement or death, payment will be paid, at the employee's base rate of pay, for unused PTO time up to the maximum accrual amount the employee is allowed.

- a) The official separation date will be the last day of active employment and will not be extended with unused PTO leave unless pre-authorized by the City Administrator.
- b) Upon the death of an employee, compensation of applicable unused accrued PTO leave will be paid to the estate of the deceased employee.

E. Other Provisions:

- 1. PTO may be taken in quarter-hour increments and must be accurately reported on time sheets. PTO hours will be charged against the employee's accrued PTO for only those hours the employee is regularly scheduled to work. An employee may not take more PTO leave than they have accrued as of the date the leave is used.
- 2. Designated holidays which occur during PTO leave will not be charged against PTO time.
- 3. PTO will not be counted as time worked for the purposes of computing overtime.
- 4. Forfeiture of accrued PTO leave as a disciplinary action will not be authorized and no employee will lose accrued PTO leave when promoted, demoted, or transferred.
- 5. The City Administrator has the authority to give years of service credit for previous similar employment for PTO accrual purposes during compensation negotiations at the time of hire.
- 6. Conversion of pre-existing Vacation and Sick Leave.
 - a) Vacation Leave. All vacation leave hours held by City employees as of close of business or end of shift on June 30, 2020 will be converted on a 1:1 ratio to PTO leave, with accruals of PTO commencing on July 1, 2020.
 - b) Sick Leave. All sick leave hours held by City employees as of close of business or end of shift on June 30, 2020 will be converted on a 4:1 ratio to PTO leave, with accruals of PTO commencing on July 1, 2020.

Conversion of both vacation and sick leave to PTO leave on June 30, 2020 shall be allowed up to the maximum accrual amount as identified in Section B.d. above. All converted leave above the maximum accrual amount shall be forfeited.

3.4 Paid Holidays

- A. Eligibility. Only full-time and full-time special (FT-S) employees are eligible for paid holiday leave or holiday premium pay, unless on an unpaid leave of absence. Full-time special employees would receive holiday pay or holiday premium pay only if their normal work schedule falls on a holiday and their pay would be limited to the number of hours normally scheduled.
- B. Recognized Holidays. Except for those employees in departments that run seven-day

operations, full-time employees shall receive Holiday Pay for the following days, which have been designated as official paid holidays when department offices are closed. Changes in the holiday schedule will be authorized by City Council:

List of Recognized Holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
	Veterans' Day	

C. Holiday Pay. Holiday Pay is an eight-hour day, eleven-hour day for firefighters, at regular pay rate. When a holiday falls on a Saturday, the previous Friday will be designated as the official holiday. When a holiday falls on a Sunday, the following Monday will be designated as the official holiday, except for non-essential hourly non-exempt workers who will take the holiday as it falls. Official holidays commence at the beginning of the first shift of the holiday and continue for twenty-four (24) hours.

D. Holiday Pay for Non-Exempt Workers:

- When a non-exempt employee works on an official holiday, the employee will receive premium holiday pay at time and one-half regular pay for the hours worked, plus Holiday Pay.
- When a non-exempt employee has the holiday as a regularly scheduled day off, the employee will be paid Holiday Pay.
- When an employee is sick on an official holiday, the time will be considered a holiday.
- When an official holiday falls during a paid absence, the day will be considered a paid holiday.

E. Personal Floating Holiday. In addition to the designated holidays, every full-time employee is eligible for one personal floating holiday. The personal floating holiday is one shift off to be scheduled with a Department Head just as vacation time is scheduled. New employees hired after June 1st of each year are not eligible for the personal floating holiday within the same calendar year.

3.5 Statutory Leaves of Absence

A. Purpose. The following leaves are required by law. This policy is intended to comply with the legal requirements. It is not intended to provide rights or create obligations in addition to the legal requirements. Therefore, if the laws upon which these policies are based are changed, the policies are automatically changed to comply with the revised laws.

B. Jury Duty. If an employee is served with a summons to jury duty, the employee must inform his or her Department Head by the next regular work day and provide a copy of the summons. The employee will receive leave for jury duty. Non-exempt employees will be paid their regular wages for the first three days of jury duty that they would otherwise have been scheduled to work. Thereafter, any pay they receive for jury duty is paid by the governmental entity requesting the employee to participate in the jury service. Exempt employees will

receive their regular salary during jury duty but must remit to the City any pay (not including expense reimbursement) received from the government for jury duty that covers the same period for which the exempt employee is receiving pay from the City. The City has no obligation to pay wages for jury duty until and unless the employee tenders to the City a juror service certificate provided by the court confirming that the employee was on jury duty during that period. Employees are expected to return to work on any day or portion of a day they are released from jury duty.

- C. Voting Leave. Employees who are, eligible electors entitled to vote at an election shall be entitled to two hours off, with pay, for the purpose of voting on the day of the election during the time the polls are open, if they advise their Department Head of the leave of absence prior to the day of election and if they have less than three hours between the time of opening and the time of closing of the polls during which they are not required to be on the job for the City. The City may specify the hours during which the employee may be absent.
- D. Military Duty. Employees will be allowed leave of absence for military duty in compliance with applicable Federal and State laws. Employees must present official documentation of the military duty prior to the leave and upon returning from leave. Military leave for non-exempt employees is without pay. Exempt employees will be paid their salary, unless no work is performed for the City during the pay period, and subject to reduction for wages received from the Military for the same period. The City will use its best efforts to accommodate monthly military training.

Employees granted a military leave of absence are re-employed and paid in accordance with the laws governing veteran's re-employment rights. The City pays for the first 15 days of leave. After that time, leave is without pay.

- E. Emergency Volunteer Service Leave. Any full-time or part-time employee who is a "Qualified Volunteer" called to service by a "Volunteer Organization" for the purpose of assisting in a "Disaster" as these terms are defined by CRS §24-32-2202 through §24-32-2228, is entitled to an unpaid leave of absence for the time spent assisting, not to exceed a total of fifteen work days in any calendar year. In order to be eligible for this leave, the employee must comply with all requirements of these statutes, including, without limitation, providing the City with proof that he or she is a Qualified Volunteer. Leave need not be granted if the employee is designated an "Essential Employee" by the City (meaning the employee is essential to the operation of the daily enterprise whose absence would likely cause the City to suffer economic injury or whose duties include assisting in disaster recovery for the City) or if granting the leave would result in more than 20% of the City's employees being on Emergency Volunteer Service leave on any work day. This period of leave shall in no way affect the employee's rights to other paid leaves for which the employee is eligible, bonuses, advancement, or other employment benefits or advantages relating to and normally to be expected for the employee's particular employment. Leave is allowed only if the employee returns to his or her job as soon as practicable after being relieved from Emergency Volunteer Service. The employee satisfying the statutory requirements shall be entitled to return to the same or a similar position as held before leave began.

3.7 Domestic Violence Leave

- A. Statutory Rights. Domestic Violence Leave is governed by Colorado law, C.R.S. 24-34-402.7, and is available only to individuals who qualify under the law, as it may be amended from time to time. The provisions of this policy are intended to comply with the state law and not to create rights that are different from or in addition to the law. This policy is automatically amended or repealed if the state law is amended or repealed.
- B. Eligibility. In order to qualify for Domestic Violence Leave, the City must have 50 or more employees, and the employee must have been employed by the City for 12 months or more, must be a victim of a crime of domestic violence, must have a qualifying reason for the leave and must provide the City sufficient notice of this qualifying reason.
- C. Leave Benefit. Eligible employees shall be permitted to take up to three working days of unpaid leave from work in any twelve-month period, for a qualifying reason, if the employee is the victim of a crime of domestic violence.
- D. Crime of Domestic Violence. A crime of domestic violence includes domestic abuse, stalking, sexual assault, and any other crime, the underlying factual basis of which has been found by a court on the record to include an act of “domestic violence” as defined by state law.
- E. Qualifying Reasons for Leave. The employee must be using the leave from work to protect himself or herself by:
- Seeking a civil restraining order to prevent domestic abuse;
 - Obtaining medical care or mental health counseling or both for himself or herself or for his or her children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, or sexual assault or other crime involving domestic violence;
 - Making his or her home secure from the perpetrator of the act of domestic abuse, stalking, or sexual assault or other crime involving domestic violence or seeking new housing to escape the perpetrator;
 - Seeking legal assistance to address issues arising from the act of domestic abuse, stalking, or sexual assault or other crime involving domestic violence and attending and preparing for court-related proceedings arising from the act or crime.
- F. Notice to the City. Except in cases of imminent danger to the health or safety of the employee, an employee seeking leave from work under this policy shall provide a Department Head with advance notice by the next business day after the employee becomes aware of the need for leave. The request must be accompanied by a copy of any subpoenas, court orders, police reports, medical provider’s statements or other documentation that will substantiate the need for leave. In the event prior notice is not possible because of imminent danger, the employee must provide notice and supporting documentation, as required above, at the earliest opportunity.
- G. Exhaustion of Other Paid Leave. Domestic Violence Leave is unpaid leave, unless the employee has accrued vacation or sick leave benefits available. In this event, the Domestic Violence Leave will be used simultaneously with sick time first and then vacation leave, to the extent available so that the leave will be paid. If the available sick leave and vacation time are less than three days, the remainder of the Domestic Violence Leave will be unpaid.
- H. Confidentiality. The law requires the City to treat an employee’s request for and use of this

leave as confidential and shall discuss it only with those individuals who need to know for purposes of confirming the employee's need for leave, granting or denying the request, coordinating the employee's absence and work coverage during the period of absence, or for other legitimate business needs.

- I. No Retaliation. An employee shall not be retaliated against for any request or use of this leave when the request or use is pursuant to an honest belief that the Domestic Violence Leave law applies to the circumstances.
- J. No Greater Rights. An employee shall have no greater rights to continued employment or to other benefits and conditions of employment than if the employee was not entitled to leave under this policy. Nothing in this policy shall be construed to limit the City's right to discipline or terminate any employee for any reason, including but not limited to reductions in work force or termination for cause or for no reason at all, other than exercising his or her rights under this policy.

3.8 Family and Medical Leave of Absence

- A. Statutory Rights Only. This policy is to be read in accordance with the Family Medical Leave Act ("FMLA" or "Act") of 1993, as amended. The policy is intended to explain those rights and obligations required by the Act and is not intended to create any additional or contractual rights or obligations. This policy applies only if the City has 50 or more persons on its payroll during at least 20 workweeks of the current calendar year or 20 workweeks of the last calendar year.
- B. Eligibility. To be eligible for FMLA leave, an employee must have been employed for at least 12 months (total, but not necessarily continuous) by the City, must have worked at least 1,250 hours for the City during the 12 months before leave is to be taken, and must be employed at a work-site where the City employs at least 50 employees within 75 miles.
- C. FMLA Benefit. Eligible employees shall be granted a total of 12 weeks of FMLA leave during a rolling 12-month period for one or more of the following:
 - Incapacity due to pregnancy, prenatal medical care, or child birth.
 - To care for the employee's child after birth, or placement for adoption or foster care.
 - To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
 - Serious health condition that makes the employee unable to perform the employee's job.
- D. Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

**The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”*

- E. Benefits and Protections. During FMLA leave, the City maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employee’s jury duty pay are not granted on unpaid leave.

- F. Eligibility Requirements. Employees are eligible if they have worked for the City for at least 12 months, for 1,250 hours over the previous 12 months, and if they work at a work site with at least 50 employees within 75 miles.
- G. Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- H. Use of Leave. The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the City, or 26 weeks as explained above. The City uses the 12-month period measured forward from the first day of an employee’s leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the City's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

- I. Substitution of Paid Leave for Unpaid Leave. The City requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the City's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the City's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.
- J. Employee Responsibilities. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The City may require second and third medical opinions at the City's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the City's attendance guideline. Employees on leave must contact the Administrative Coordinator at least two days before their first day of return.

- K. The City's Responsibilities. The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for the ineligibility. The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.
- L. Unlawful Acts. FMLA makes it unlawful for the City to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

M. Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the City. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

3.9 Personal Leave of Absence

The City may grant full-time or part-time employees an unpaid personal leave of absence for compelling reasons subject to the following.

- Request for Leave. Requests for personal leave must be made in writing at least two weeks before the leave is to begin, except in an emergency situation. The request must indicate: the reason for the leave, the date the leave is to commence, the expected duration of the leave, and the employee's address and telephone number while on the leave. Requests will be considered in light of expected department work requirements and business needs for the period of time of the leave, the employee's performance history and other factors. Personal leave is granted at the sole and absolute discretion of the employee's Department Head.
- Return from Leave. An employee on personal leave of absence must notify the City, in writing, of his or her intention to return to work at least one week in advance. Every effort will be made to reinstate an employee returning from an approved leave of absence, on schedule, into the same or substantially similar position as the one he or she left before the leave, but this cannot be guaranteed. Failure to accept the offered position will be considered a termination of employment, effective immediately.

3.10 Bereavement Leave

In the event of a death in an employee's immediate family, the City Administrator may authorize paid leave of up to five (5) days for full-time employees to manage family affairs and attend the funeral. Part-time employees may be granted up to (5) days of leave without pay by the Department Head. The employee shall submit a written request to his or her Department Head, who shall recommend to the City Administrator an approval, denial or reduction of the leave requested by the employee. Consideration is given to the distance to be traveled and personal demands placed on the employee in authorizing any requests for bereavement leave. "Immediate family" includes spouse, child, parent, parent in-laws, sibling, brother or sister in-law, grandparent, grandchild, stepparent, stepchild, stepbrother, stepsister, legal guardian, or a person with whom the employee shares a household in a personal relationship. Should additional leave be required, employees may use their available vacation days or sick days with the approval of the Department Head.

3.11 Breastfeeding and Milk Expression Breaks

In accordance with Section 4207 of the Patient Protection and Affordable Care Act under the Fair Labor Standards Act (FLSA) of 2011, and Colorado Revised Statutes 8-13.5-101, it is the policy of the City of Salida to encourage and support employees in their efforts to combine working and breastfeeding, for up to 2 years after the child's birth. Breastfeeding employees who choose to continue providing their milk for

their infants after returning to work shall receive milk expression breaks, a place to express milk and staff support.

- A. Breaks. Reasonable break times (generally 15-20 minutes every 2 to 4 hours) will be provided each day to allow the employee to express breast milk for her nursing child for up to two years after the child's birth. Employees may use normal breaks and meal times, accrued vacation, sick leave or any combination thereof, or may be given unpaid break time. Employee can make up time at the beginning or end of shift if needed and approved by their supervisor.
- B. Facilities. A private room (not a toilet stall or restroom) shall be available for employees to breastfeed or express milk, and the City shall make reasonable efforts to provide a location in close proximity to the work area. The room will be private and sanitary, located near a sink with running water for washing hands and rinsing out pump parts, and have an electrical outlet. Breastfeeding employees will be responsible for keeping the area clean. If employees prefer, they may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with the employee's supervisor. Expressed milk may be stored in a facility refrigerator if it is clearly marked with the employee's name and the date.
- C. Employee Responsibilities. Employees who wish to express milk during the work period shall keep supervisors informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the City. Breastfeeding employees are responsible for keeping the milk expression areas clean and for keeping the general lactation room clean for the next user. When more than one breastfeeding employees needs to use the designated lactation room, employees can use the sign-in log provided in the room the negotiate milk expression times that are most convenient or best meet their needs.
- D. Other Requirements. Due to the variety of work environments, schedules and staffing needs at the different facilities of the City, other requirements may apply as appropriate. In all cases, reasonable efforts will be made to accommodate the breastfeeding employee's needs.

A private space will be provided, and time will be permitted, for nursing mothers to express milk during the workday. The time permitted typically will not exceed the normal time allowed for lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, the supervisor and employee will agree upon a plan which might include the employee using annual leave/vacation time, arriving at work earlier, or leaving later.

Employees requiring additional accommodation should contact their supervisor or Department Head.

SECTION 4 – EMPLOYEE DISCIPLINE/DISCHARGE

Occasionally performance or other behavior falls short of the City's standards and/or expectations. When this occurs, the City takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by the City in an individual case does not establish a precedent in other circumstances.

SECTION 5 – EMPLOYEE DEVELOPMENT

The City encourages and assists in the professional and technical development of all employees.

5.1 Required Training

The City may require that employees attend special training to stay proficient in their jobs and to meet City needs. Required training must be approved by the Department Head in advance of attendance. Employees will be notified of required training in writing by their Department Head. The Department Head will make all necessary work schedule adjustments to accommodate required training. Travel to and from, and time spent at required training will be compensated in accordance with the FLSA. For required training and travel time of less than eight (8) hours duration (ten (10) hours for employees working four (4) - ten (10) hour shifts), employees will return to work to complete the eight (8) or ten (10) hour shift, make up the time during the pay period, or use appropriate leave time.

5.2 NIMS Training

All full-time employees must have National Incident Management System (NIMS) training and certification to comply with Homeland Security Presidential Declaration 5.

The following guidelines apply to City personnel:

All Department Staff	IS 700 and ICS 100
Supervisors	All courses above plus ICS 200
EOC Staff (Department Heads)	All courses above and ICS 300 and IS 800
Emergency Managers, Select Department Heads with multi-agency coordination system responsibilities	All courses above and ICS 400
Mayor and Council Members	G402

In order to stay within compliance, all new full-time employees must gain their NIMS certifications within 90 days of employment for internet based courses and within one year for courses requiring attendance. Copies of certifications are maintained in personnel files for any auditing that may occur. The City tracks the certifications each employee has completed.

5.3 Requested Training

Employees may request to attend school, seminars, workshops, or conferences if the training will be of mutual benefit to the City and the employee. Requested training must be approved by the Department Head and City Administrator in advance of attendance. Approval of requested training is in the discretion of the City Administrator. Travel to and from, and time spent at requested training is generally not compensable time, except that the Department Head may accept such time as duty time when it falls during a regularly scheduled shift. For requested time and travel of less than eight (8) hours duration (ten (10) hours for employees working four (4)-ten (10) hour shifts), employees will return to work to complete the eight (8) or ten (10) hour shift, make up the time during the pay period, or use appropriate leave time.

Schedule adjustments to accommodate requested training are not guaranteed. Transportation, lodging, and meals will be in accordance with City policy:

- A. City payment for approved voluntary attendance at conferences, workshops, seminars or other training sessions will be based on:
 - The direct benefit to the employee and the City;
 - Budgetary considerations; and
 - Relevance to current municipal affairs.
- B. When sufficient funds are available, full-time employees may be eligible for educational reimbursement. Courses must be job related and approved prior to enrollment.
- C. All approved courses must be satisfactorily completed to be eligible for reimbursement. Reimbursement will be made for tuition, registration, fees, and laboratory fees only, at a rate equivalent to the cost of Colorado Mountain College (CMC). "Satisfactory completion of course" will mean a grade of "B-" or better, if the course is graded, or a satisfactory completion if no grade is given. Upon completion of approved course(s), the employee will submit an appropriate verification that:
 - The student has successfully completed the course;
 - Shows the date of completion;
 - Shows the final grade; and
 - Indicates the number of units or hours earned.

SECTION 6 – OTHER POLICIES

6.1 Conflict of Interest

Employees exercising influence in connection with a City contract, purchase, payment or any other financial or monetary transaction and who have a substantial personal interest in the transaction will give seventy-two (72) hours written advance notice of the conflict to the City Administrator. Failure to disclose a conflict may result in disciplinary action, up to and including termination.

6.2 Personal Gain

No employee shall request, use or permit the use, whether directly or indirectly, of any publicly owned, or publicly supported equipment, vehicle, facility, labor service, supplies (new, surplus, scrap, or obsolete) or any found property for the personal convenience or the private advantage of said employee or any other person. Any employee who witnesses another employee who they believe is in violation will report the matter to their supervisor. Any employee who finds unattended property of value will contact their supervisor for instructions.

6.3 Gratuities

Employees will not directly or indirectly solicit/accept any gift, including but not limited to money, services, loan, travel, entertainment, hospitality or any other form if (a) it could be reasonably expected that the gift was intended to influence them in the performance of their official duties; or (b) the gift was intended to serve as a reward for any future official action on their part.

6.4 Employment of Related Persons

The following relatives of any officer, employee or elected official of the City who has the authority to hire, fire, or supervise employees, or of his/her spouse, will not be hired by any officer, employee, or elected official of the City of Salida without the prior consent of the City Administrator: spouse, child, parent, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, or a person with whom the employee shares a household in a personal relationship. All relationships will include those arising from adoption and common-law rules. No appointing authority shall participate or vote on decisions related to hiring, retention, promotion, or determination of the salary level of a member of his or her family. Any person interviewing for employment with the City must notify their supervisor and the City Administrator of any such relationships.

6.5 Employment of Relatives

The City may employ relatives of current employees except in the following situations:

- Relatives would be in a position to supervise another relative.
- Relatives have access to confidential information including payroll and personnel records.
- Relatives audit, verify, receive, or are entrusted with money handled by the other relative.

In cases of marriage or the formation of a civil union between two employees, if the above guidelines apply, one must transfer.

These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee.

6.6 Romantic Relationships

If a romantic relationship develops between two people at work where one is in a supervisory position over the other, the relationship interferes with either employee's work duties; both parties are responsible for reporting the relationship to their supervisor or Department Head. Such relationships can be disruptive to the work environment, create a conflict of interest or the appearance of a conflict of interest, and lead to complaints of favoritism, discrimination, or sexual harassment. Steps may be taken to change the work relationship to avoid any conflict of interest.

6.7 Outside Employment

No employee may engage in additional employment which, in the opinion of the employee's supervisor, impairs the proper and effective performance of official duties, which results in a conflict of interest, or which would adversely affect the City. The City does not prohibit employees from having outside employment unless the outside employment creates a conflict of interest with the employee's responsibilities to the City of Salida. Employees are reminded; however, that all employees will be judged by performance standards established by the City and will be subject to the City's scheduling demands, regardless of any existing outside work requirements. Employees holding employment outside of the City must fill out an Outside Employment Authorization Form, which is must be signed by the employee's supervisor and the City Administrator.

Employees involved in or contemplating outside work should discuss the issue with their supervisor. Despite any outside employment or business venture, employees are still required to perform their duties with the City. Any conflicts with a second job will not be acceptable excuses for not meeting expectations or attendance requirements, including any overtime work.

Any outside work must not create or appear to create a conflict with the City's business interests. Employees are not permitted to use any of the City's equipment or paid time off benefits for purposes related to an outside job or receive any income or material gain from individuals outside the City for materials produced or services rendered in the performance of their City position. Employees cannot receive any material gain for use of City tools, equipment, material or facilities.

6.8 Political Activity

Political beliefs, activities and affiliation are a private matter to the employees of the City of Salida. No employee or applicant will be required to divulge political beliefs as a requirement of employment, nor participate in, nor make or withhold contributions to, political parties or groups. At the same time, employees will not engage in encouraging candidates to run or openly and actively support any political candidate or issue during scheduled work hours. All City employees are subject to and will comply with the provisions of the Colorado Campaign Reform Act. The following types of political activity are restricted, but are not intended to restrict an employee's freedom to express opinions or exercise their right to vote while off-duty:

- A. No employee, either full-time or part-time, shall campaign for or against or publicly support or oppose any City Council or other candidate while on duty.
- B. No City employee, either full-time or part-time, while on duty or in a uniform which identifies him/her as an employee of the City shall:
 - Canvass on behalf of any candidate, political party, or political issue,
 - Display any political media whether it is campaign related or supportive of an elected official's view,
 - Circulate any petition,
 - Participate in petitioning activities focused on public service issues presented by the general public (non-City Officials), or
 - Serve as a City election judge.
- C. No employee shall place or allow to be placed any political media on a City vehicle.
- D. Any active, full-time or part-time regular employee who is announcing candidacy for an elected office may choose to continue their regular work schedule with the City if no interferences or conflicts of interest are present. If and when a potential conflict of interest or interference is present, the employee will be asked to take a leave of absence, to become effective with the date the candidacy is officially registered. This leave of absence will continue during the total campaign period unless candidacy is withdrawn. After the election, the successful candidate shall be asked to resign their position with the City if the elected office has any dealing whatsoever, with the City.
- E. Department Heads shall remain publicly neutral on all City elections for public office.

6.9 City Property

Employees who use or have City property in their possession are expected to treat it with the same care as they would their own property. All City tools and equipment are to be returned in good condition, ordinary wear and tear excepted. Property lost, damaged, or destroyed due to the employee's willful act or carelessness, will be considered a legal obligation and indebtedness of the employee and will be replaced at the employee's expense.

Whether or not performed on the City's premises, work which employees perform and are paid for by the City is the property of the City of Salida. This includes inventions, works of authorship, improvements, designs, developments, and discoveries that relate in any manner to the present or prospective activities or business of the City.

Any City property issued to employees, such as keys, policy manuals, tools, firearms, or uniforms, must be returned at the time of termination or resignation, or whenever requested by the supervisor. Employees are responsible to pay for any lost or damaged items. As a condition of employment with the City, all employees agree that the value of any property issued and not returned will be considered a valid legal obligation and indebtedness of the non-returning employee and may be deducted from the employee's final paycheck.

6.10 Operation of City or Private Vehicles

- A. Valid Driver's License. Employees who do not have a valid Colorado driver's license or who are not insured against liability for driving, as required by state laws, are not authorized to drive any vehicle during the course of performing work duties or scope of their employment with the City. An employee's driving record must be acceptable to the City's insurance carrier or the employee is not deemed authorized to drive in the course or scope of employment.
- B. Change in Driver Status. If an employee's job duties include driving, then any change in the employee's driver's license status, driving record or insurance coverage must be reported in writing by the employee to his or her Department Head by the next business day.
- C. Safety. Safe and lawful driving practices must be used by employees at all times while driving a City-owned vehicle or personal vehicle on City business. Seat belts must be worn at all times while traveling in a City-owned vehicle or a personal vehicle on City business. It is the employee-driver's responsibility to ensure that all passengers buckle-up before beginning to operate the vehicle.

A Motor Vehicle Record (MVR) for prospective and current employees whose job duties require them to routinely operate a City vehicle will be obtained and reviewed in accordance with the City's current operating procedures.

- D. Alcohol. Employees are not allowed to drink alcohol while on City business. Open containers of alcohol are not allowed in vehicles being used for City business.
- E. Liability. Property damage to vehicles that occurs while an employee is driving the vehicle or is in control of the vehicle is the employee's responsibility. The City has no obligation to pay for damage to an employee's vehicle that occurs while the vehicle is on the City's premises or while it is being used for job-related purposes unless the damage is caused by the City's negligence and is not due to any negligence by the employee.
- F. Accidents during travel. Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Department Head. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

6.11 Alcohol and Drug-Free Workplace

- A. Purpose. The City is committed to a safe, healthy, and productive work environment for all employees that is free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision making. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited.

In accordance with the Drug-Free Workplace Act of 1988, the City prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during work time, on City premises, or other work sites. Any employee who is convicted, or pleads guilty or no contest under a criminal drug statute for a violation occurring in the workplace

must notify the City within five days of such conviction or plea. Testing is an important element in the City's efforts to ensure a safe and productive work environment. The City has issued a separate statement for this testing program. Employees with other questions should refer to this separate statement or contact their supervisor.

- B. Alcohol and Controlled Substances Prohibited. The following conduct by employees is prohibited on any premises owned, leased or used by the City for performing the City's services, or any place while an employee is performing services for the City: 1) alcohol possession or use; 2) the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance; 3) having detectable amounts of alcohol or controlled substances in the employee's system or; 4) smelling of alcohol on the job, regardless whether the employee is under the influence.
1. "Drugs" or "controlled substances" means a controlled substance listed in Schedules I through V of 21 U.S.C. 812 and as further defined by federal regulations (21 CFR Section 1300.11 through 1300.15). This list includes but is not limited to marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP). It does not include over-the-counter medications taken in accordance with the manufacturer's instructions, or drugs prescribed by a physician for the employee when taken in the manner, combination and quantity prescribed, unless possession or use is illegal despite a prescription. Employees who are using over-the-counter or medically prescribed drugs that could adversely affect their ability to perform work in a safe manner must notify their Department Head prior to starting work. The employee may be required to provide a physician's certification that it is safe for the employee to perform the essential job functions while using the medications as a condition of continuing to work.
 2. Any employee who is convicted of a drug-related crime for any violation occurring within the course or scope of employment by the City, must notify the City of the conviction no later than five (5) days after such conviction. 'Conviction' means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of federal or state criminal drug statutes. Notice of such conviction should be given to the City Administrator.
 3. Sanctions will be imposed on any employee so convicted. Within thirty (30) days after receiving notice of the conviction, the City will take appropriate disciplinary action against the employee, up to and including termination.
 4. Sanctions may be imposed if the City has reasonable suspicion of a violation of this policy, regardless of whether the employee is convicted or criminally prosecuted.
- C. Basis for Testing. Testing will be required as a condition of employment under the following circumstances:
1. Post-Offer of Employment. Offers of employment may be contingent upon the new employee submitting to and passing a drug test. Also, existing employees may be required to pass a drug test as a condition of an offer of a specific job or project assignment.

2. **Reasonable Suspicion Testing.** If the employee's supervisor has reasonable suspicion that an employee is in violation of this policy, the employee may be required to submit to testing for alcohol and/or controlled substances. "Reasonable suspicion" is defined as facts and circumstances that would lead a reasonable person to believe that another individual is under the influence of drugs, alcohol or controlled substances. Some of the circumstances that might provoke reasonable suspicion testing are evidence of repeated errors on the job, sleeping on the job, slurred speech, uncharacteristic appearance or behavior, or unsatisfactory time or attendance patterns, if coupled with specific events that indicate probable drug/alcohol use. Reasonable suspicion for testing may also exist if other individuals have first-hand knowledge relating to an employee's violation of this policy and report this to the City.
 3. **Post-Accident Testing.** An employee in a safety sensitive position who is involved in an on-the-job accident may be subject to an alcohol and drug test if the employee's own conduct could possibly be a contributing cause of the accident or injury. In addition, any employee who is involved in a serious on-the-job accident may be subject to an alcohol and drug test.
 - a) Although testing should never delay necessary and immediate medical treatment, testing must be performed as soon as possible following an accident. The employee must submit to an alcohol and drug test within 2 hours following an accident. If testing cannot be completed within the 2 hour time allowed, the employee must provide the City Administrator, or his or her designee, with a written explanation as to why the employee did not comply with this requirement.
 - b) Any employee whose injuries prevent him or her from providing a specimen in a timely manner shall, as soon as able, provide to the City the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in the Employee's system and the alcohol concentration level.
 4. **Return to Duty and Follow-Up Testing.** An employee who has failed a drug/alcohol test will likely be terminated for a first offense. At the sole discretion of the City, the employee may be allowed to return to duty or be rehired after the employee submits to return-to-duty testing and tests negative for alcohol and controlled substances. Any employee who tested positive during the past 12 months is subject to unannounced, follow-up testing.
 5. **Random Testing.** All employees whose position requires a Commercial Driver's License (CDL) are subject to random testing for alcohol and controlled substances during work hours. Random testing is not based on reasonable suspicion of use.
- D. Consequence of Violation. Any violation of this policy will likely result in immediate termination.
- E. Refusal to Submit to Testing. The following behavior constitutes a 'refusal' to take a test:
1. Express refusal to take the test.

2. Failure to provide sufficient quantities of breath or urine to be tested without a valid medical explanation for the failure, or engaging in conduct that clearly obstructs the testing.
3. Tampering with, or attempting to adulterate the specimen or collection procedure.
4. Not reporting to the collection site in the time allotted.
5. Leaving the scene of an accident without a valid reason and not submitting to the test as required in this policy.

Refusal to submit to mandated testing is considered a violation of this policy and the consequences will be the same as though there has been a positive test result.

- F. Testing Facility. Testing will generally be by urinalysis. Results of blood tests or Breathalyzer (for alcohol) may also be relied upon by the City. The testing will be performed by an approved lab and administered by a qualified testing facility.
- G. Employment at will. Nothing in this policy changes the fact that all employment with the City is at will and can be terminated at any time by the employee or the City with or without cause or prior notice. Nothing in this policy requires the City to test before terminating an employee for violation of this policy.

6.12 Communications Systems

The City's computer network, access to Internet, e-mail, and voice mail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the City. All information regarding access to the City's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential City information and may not be disclosed to non-City personnel.

All computer files, documents, and software created or stored on the City's computer systems are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Computer equipment should not be removed from the City premises without written approval from a Department Head. Upon separation of employment, all communication tools should be returned to the City.

- A. Personal Use of the Internet. Some employees need to access information through the Internet in order to do their job. Use of the Internet is for business purposes during the time employees are working. Personal use of the Internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, the City prohibits the display, transmittal, or downloading of material that is in violation of City guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time.

- B. Software and Copyright. The City fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in City facilities.
- C. Unauthorized Use. Employees may not attempt to gain access to another employee's personal file of e-mail messages or send a message under someone else's name without the latter's express permission. Employees are strictly prohibited from using the City communication systems in ways that supervisors and Department Heads deem to be inappropriate. Employees with questions whether a behavior would constitute unauthorized use should contact their supervisor or Department Head before engaging in such conduct.
- D. E-mail. E-mail is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The City prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside City, product, or service through the use of e-mail or anywhere else on City premises at any time. The City may monitor e-mail from time to time. Employees should be aware that emails might be public records and subject to public disclosure.
- Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.
- E. Voice Mail. The City voice mail system is intended for transmitting business-related information. Although the City does not monitor voice messages as a routine matter, the City reserves the right to access and disclose all messages sent over the voice mail systems for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.
- F. Telephones/Cell Phones/Mobile Devices. Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Confidential information should not be discussed on a cell phone or mobile device. Phones and mobile devices with cameras should not be used in a way that violates other City guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information.

For safety reasons, employees should avoid the use of cell phones and mobile devices to make calls while driving. Employees must park whenever they need to use a cell phone. Generally, stopping on the shoulder of the road is not acceptable. Employees are prohibited from using a cell phone or other device to text while operating a motor vehicle. Texting is permitted only where the vehicle is at rest in a shoulder lane or lawfully parked.

The City telephone lines should not be used for personal long distance calls.

- G. Postage. The use of City postage for personal correspondence is not permitted.

6.13 Residency Requirements

City employees need not reside within the limits of the City, with the exception of the following:

- A. City Administrator. The City Administrator is required to be a resident of the City within thirty (30) days of their first day of employment.
- B. Emergency Response Team. Key employees who are part of the City's emergency response team are required to respond to an emergency within thirty-five (35) minutes travel time by passenger vehicle from where they live to their primary work location as timed during normal traffic conditions using a commonly accepted mapping application (eg. Mapquest, Google Maps, Traveltime, etc.). Employees may request an exception to increase such travel time up to 45 minutes from the City Administrator who shall make a determination based upon the particular facts and circumstances of each situation.

The City's emergency response team includes employees who hold positions of responsibility within the Fire, Police and Public Works Departments and excludes administrative assistants and the code enforcement officer. Employees living outside this response time area when hired must relocate to a location meeting the requirements within six months of their starting date. The City Administrator may approve one three-month extension due to special circumstances.

Any employees hired before adoption of this manual are not required to move, but cannot move further away from the City if they currently reside outside the distance outlined in this policy.

6.14 Open Door Policy

This policy outlines a procedure for employees to report actions reasonably believed to violate a law, or regulation or to constitute fraudulent accounting or other unethical practices. It is intended to encourage employee to report such actions should they ever suspect or witness an actual occurrence of illegal, unethical or inappropriate behaviors or practices without fearing retribution.

- A. Employees should promptly report the suspected or actual event to their immediate supervisor. If the employee is uncomfortable or otherwise reluctant to make the report to his/her supervisor, then the employee should report the event to the next highest level of supervision or to the Police Chief, City Administrator, Finance Director or Mayor.
- B. The employee can report anonymously.
- C. The employee shall receive no retaliation or retribution for a report that was provided in good faith – in other words, it was not done primarily with malice to damage another employee, official or the City.
- D. The employee who makes a report that is not done in good faith is subject to discipline, including termination or other legal means to protect the reputation of the City and members of its governing body and staff.

- E. Anyone who retaliates against the employee who reported an event in good faith will be subject to discipline, including termination.
- F. The supervisor, Department Head or elected official who receives a report of illegal, unethical or inappropriate behaviors or practices must promptly act to investigate and/or resolve the issue.
- G. The employee who made the report (unless done so anonymously) shall receive a report promptly following the completion of the investigation and disposition/resolution of the issue.
- H. If the investigation of a report, that was done in good faith and investigated by internal personnel, is not to the employee's satisfaction, then he/she has the right to report the event to the appropriate legal or investigative agency.
- I. The identity of the employee, if known, shall remain confidential to those persons directly involved in applying this policy, unless the issue requires investigation by law enforcement, in which case members of the City are subject to subpoena.

6.15 Ethics

Employees at the City must be committed to the highest ethical standards in the execution of their duties and responsibilities. Employees feeling they are being asked to violate City guidelines should address their concerns with their supervisor, Department Head or the City Administrator.

Employees are expected to report perceived ethical violations. The City expects employees to make a timely report to enable the City to investigate and resolve any behavior that may be in violation. Any report will be kept as confidential as practicable. The City prohibits retaliation against an employee for filing a report or for assisting in an investigation.

6.16 Job Related Problems

Employees who disagree or are dissatisfied with a City practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally, this discussion should be held within three to five days of the incident, or in a timely manner. Discussions held in a timely manner will enhance the City's ability to resolve concerns while they are fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to their Department Head. If the problem still cannot be resolved, employees may submit a written complaint to the City Administrator for review and final decision about the situation. Also see the EEO/Harassment Complaint Procedure on page 6.

6.17 Smoking

Smoking is prohibited within all areas of City buildings and in City vehicles. Smoking includes the use of any tobacco product, as well as vaporizers, vape liquids, electronic or e-cigarettes, and electronic or vapor

smoking accessories. Employees may smoke in designated outdoor areas. This restriction applies to all employees and visitors, at all times, including non-business hours.

6.18 Data Disposal Policy

During the course of employment, the City will collect certain information that is classified as “personal identifying information,” or PII, under applicable laws. Such information may include, but is not limited to:

- The employee’s first and last name or initials;
- Username(s) and password(s);
- Social security number;
- Driver license or other identification card number;
- Medical documentation;
- Biometric data;
- And more.

The City may keep these records in paper and/or electronic format.

When such documentation is no longer needed, pursuant to records retention requirements and best practices, the City will either (a) destroy the records or (b) arrange for their destruction, e.g. by shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED NOVEMBER 19, 2019. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

EMPLOYMENT WITH THE CITY OF SALIDA IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE CITY, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE CITY HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF THE CITY ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE CITY'S GUIDELINES.

THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE CITY OF SALIDA THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

NO REPRESENTATIVE OF THE CITY OF SALIDA, OTHER THAN THE CITY COUNCIL, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE MAYOR OR CITY ADMINISTRATOR AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Employee's Signature

Date

Employee's Name



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: 12/15/20

ORIGINATING DEPARTMENT:
Clerk's Office

PRESENTED BY:
Nina Williams

ITEM:

Ordinance 2020-12 An Ordinance of the City Council of the City of Salida, Colorado, Concerning Elections, and Creating a Process for Addressing Complaints Alleging Campaign Finance Law Violations in City Elections

BACKGROUND:

Please see the Attorney's Memo on the next page.

STAFF RECOMMENDATION:

Staff recommends approving Ordinance 2020-12

SUGGESTED MOTION:

A City Councilperson should make a motion to "approve Ordinance 2020-12 An Ordinance Concerning Elections, and Creating a Process for Addressing Complaints Alleging Campaign Finance Law Violations in City Elections on second reading" followed by a roll call vote.



MEMORANDUM

TO: Mayor P.T. Wood, Salida City Council

FROM: Geoffrey Wilson, Asst. City Attorney

CC: Nina P. Williams, City Attorney

DATE: November 30, 2020

RE: **Complaint and hearing process for election complaints**

Introduction

The attached draft ordinance creates a process for reviewing and conducting hearings on complaints alleging violation of the campaign finance laws in City elections.

Prior to 2019, complaints alleging violations of Art XXVIII of the Colorado Constitution or the State Fair Campaign Practices Act (FCPA) in municipal elections were filed with the Secretary of State. During its 2019 regular session, the Colorado General Assembly enacted SB19-232, which changed this process, providing instead that “any complaint arising out of a municipal campaign finance matter must be exclusively filed with the clerk of the ...municipality.” (codified at C.R.S. 1-45-111.7(9)(b))

The passage of SB19-232 has resulted in municipalities across Colorado adopting local complaint procedures, in order to address campaign finance complaints that may arise in their local elections. Many of these ordinances adopt a procedure similar to that set forth by the General Assembly in SB19-232 for processing such complaints in State elections.

Proposed Code Amendment

The proposed amendment to the City Code is modeled after the complaint process set forth in SB19-232 for complaints filed with the State, as well as various municipal ordinances implementing local complaint processes in the wake of the State legislation. This complaint process will address alleged violations of the campaign finance laws; complaints alleging violations of other election codes governing City elections will be pursued under those Codes, and applicable City ordinances. The proposed ordinance includes the following elements:

- Creates a detailed process for filing a complaint in writing, followed by initial review by the municipal clerk.
- Authority of the clerk to dismiss the complaint, provide an opportunity to cure deficiencies in the complaint, or set the complaint for a hearing.
- A process for the conduct of a hearing by an independent hearing officer.
- Authority of the hearing officer to impose penalties of at least twice the amount contributed, received or spent unlawfully, a daily civil penalty for delinquent filings, as well as other penalties.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 12
(Series of 2020)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CONCERNING ELECTIONS, AND CREATING A NEW SECTION 2-1-60 OF THE SALIDA MUNICIPAL CODE TO CREATE A PROCESS FOR ADDRESSING COMPLAINTS ALLEGING CAMPAIGN FINANCE LAW VIOLATIONS IN CITY ELECTIONS

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

WHEREAS, pursuant to its statutory authority, the City, acting through its City Council (“Council”), is authorized to enact and update City ordinances as necessary to provide a process for addressing complaints alleging violation of campaign finance laws in municipal elections, and

WHEREAS, in its 2019 Regular Session, the Colorado General Assembly adopted SB19-232, which provides, among other things, that “any complaint arising out of a municipal campaign finance matter must be exclusively filed with the clerk of the ...municipality”; and

WHEREAS, the 2019 legislation necessitates creation of a process by which the City may address complaints alleging violations of the campaign finance laws applicable in City elections, which update also presents an opportunity to clarify which laws govern City elections; and

WHEREAS, the City Council therefore now desires to amend the Salida Municipal Code to add a new section to Chapter 2, Article I, concerning Elections, entitled “Enforcement of third-party complaints” to create such a process and to comply with State law.

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

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

Section 2. A new Section 2-1-60 is hereby created and added to Chapter 2, Article I of the Salida Municipal Code, concerning Elections, to read as follows:

Sec. 2-1-60. – Enforcement of third-party complaints.

- (a) Any person who believes a violation of Article XXVIII of the Colorado Constitution, or the Fair Campaign Practices Act (Section 1-45-101 et seq., C.R.S.), as amended by this Code, has occurred related to a City election may file a written complaint with the City Clerk.

- (b) Complaints must be filed no later than ninety (90) calendar days after the complainant knew or should have known by the exercise of reasonable diligence of the alleged violation.
- (c) A written complaint filed with the City Clerk shall include the City Clerk's complaint cover sheet which must include the following information:
 - (1) The name, address, e-mail address, telephone number and signature of the complainant (if the complainant is represented by counsel, include the counsel's name, address, e-mail address, telephone number and signature along with the name, address, e-mail address, telephone number and signature of the complainant);
 - (2) The name and, if known, the telephone number and address of the respondent(s) (or each person alleged to have committed a violation);
 - (3) The particulars of the violation; and
 - (4) Optionally, documentation or other evidence supporting the allegation.
- (d) If an incomplete complaint is received, the date on which the originally filed complaint was received is considered the filed date if a complete copy is received within three (3) business days of notification from the City Clerk that the complaint was incomplete.
- (e) A complaint may be submitted by fax or electronic mail if a signed original is received by the City Clerk no later than three (3) business days thereafter.
- (f) Initial Review.
 - (1) The City Clerk will review the complaint to determine:
 - a. Whether the complaint was timely filed; and
 - b. Whether the complainant has specifically identified one or more violations of Article XXVIII of the Colorado Constitution OR the Fair Campaign Practices Act (Section 1-45-101 et seq., C.R.S.), as amended, or any rules adopted and promulgated by the City Clerk concerning campaign and political finance.
 - (2) Within ten (10) business days of receiving the complaint, the City Clerk must take one (1) or more of the following actions:
 - a. If the City Clerk determines that the complaint was not timely filed, or has not specifically identified one (1) or more violations of Article XXVIII of the Colorado Constitution OR the Fair Campaign Practices Act (Section 1-45-101 et seq., C.R.S.), as amended, the City Clerk will dismiss the complaint and notify the complainant and

respondent of the reasons for dismissal. The City Clerk's dismissal is a final decision, and subject to review under Rule 106, C.R.C.P.

- b. If the City Clerk determines that the complaint alleges one (1) or more curable violations as described in subsection (g), the City Clerk will notify the respondent(s) and provide an opportunity to cure as described in Subsection (g).
- c. If the City Clerk determines that the complaint alleges (1) one or more violations, and that the asserted violations may not be curable as described in Subsection (g), the City Clerk will take the actions set forth in Subsection (h).

(g) Curing violations.

- (1) Upon the City Clerk's determination that a complaint alleges a failure to file or otherwise disclose required information, or other curable violation of an obligation under Article XXVIII of the Colorado Constitution or the Fair Campaign Practices Act (C.R.S. 1-45-101 et seq.), the City Clerk will notify the respondent(s) by email, or by United States mail if email is unavailable, of the curable deficiencies alleged in the complaint.
- (2) Respondents shall have ten (10) business days from the date the notice is mailed to file an amendment to the relevant report or reports that cures any deficiencies specified in the notice.
- (3) After the period for cure, the City Clerk will determine, within five (5) business days, whether the respondent(s) cured the violation(s).
 - a. If the Clerk determines that respondent cured the violations, the Clerk shall dismiss the complaint and notify complainant and respondent of such dismissal.
 - b. If the Clerk determines that respondent failed to cure the violation, the clerk shall notify respondent of such determination, together with the fine or other penalty imposed.
 - c. The respondent shall have ten (10) business days from the date of the Clerk's notice of determination to either pay the fine and accept any penalty imposed or contest the violation by submitting to the Clerk a request for a hearing.
- (h) Upon receipt of a request for a hearing under subsection (g)(3)c., or upon the Clerk's determination that the complaint falls under subsection (f)(2)c., the City Clerk shall notify the City Administrator of the complaint, and the City Administrator, in consultation with the City Clerk and the City Attorney, shall refer the complaint to an independent hearing officer to hear and determine such complaint.

- (i) An informal hearing shall be scheduled as soon as practicable with due regard for the convenience and necessity of the parties but, unless an enlargement of time is granted as set forth in subsection (k), the hearing shall be held within fifteen (15) calendar days of referral of the complaint to the hearing officer.
- (j) Notice of the hearing and any applicable rules governing the hearing process shall be sent to the complainant and to the respondent(s), who shall also receive a copy of the entire complaint received by the City Clerk, within two (2) business days of the date of referral of the complete complaint to the hearing officer and may be delivered by electronic mail, or by United States mail if email is unavailable to the address of the complainant shown on the complaint form and to the respondent(s).
- (k) Upon written motion, the hearing officer may grant the subject of the complaint a continuance of the hearing of up to thirty (30) calendar days upon a showing of good cause.
- (l) Upon the request of either party, the hearing officer may issue an administrative subpoena requiring the attendance of a witness or party in relation to an alleged campaign finance violation, which shall be served on the party to whom it is directed by the requesting party pursuant to Rule 4 of the Colorado Rules of Civil Procedure. It shall be unlawful for a witness or party to fail to comply with such subpoena, and any person convicted of a violation hereof shall be punished in accordance with Chapter 1, Article IV of this Code, provided, however, that the municipal judge shall not have authority to impose any form of imprisonment for the same.
- (m) The hearing shall be electronically audibly recorded and held in substantial accordance with the provisions of Section 24-4-105, C.R.S., or such other rules as the City Clerk may have promulgated. The hearing may be held virtually, in the discretion of the hearing officer. At the hearing, the complainant and the respondent(s) shall be present and, in accordance with Section 24-4-105(7), C.R.S., the complainant shall have the burden of proof in similar manner as the proponent of an order.
- (n) Following hearing, the hearing officer shall issue a decision within seven (7) business days. The decision may be issued orally at the conclusion of the hearing or may be issued in writing, at the discretion of the hearing officer.
- (o) If the hearing officer determines after a hearing that a violation has occurred, the hearing officer's decision shall include any appropriate order, sanction or relief authorized hereunder and may include, without limitation, sanctions as follows:
 - (1) Impose a civil penalty of at least double and up to five (5) times the amount contributed, received or spent in violation of any contribution prohibition or limitation or in violation of a contribution reporting requirement.

- (2) Impose a civil penalty of twenty-five dollars (\$25.00) per day for each day that a statement or other information required to be filed pursuant to Article XXVIII of the Colorado Constitution or the Fair Campaign Practices Act (Section 1-45-101, et seq., C.R.S.), as amended by this Code, is not filed by the close of business on the day due.
- (3) Order disclosure of the source and amount of any undisclosed contributions or expenditures.
- (4) Order the return to the donor of any contribution made which was the subject of the violation.
- (p) The hearing officer's determination under subsections (n) and (o) is a final decision subject to review under Rule 106, C.R.C.P.
- (q) Candidates shall be personally liable for penalties imposed upon the candidate's committee.
- (r) Civil penalties may be collected in the similar manner as a municipal court judgment under this Code, including the use of a private collection agency.
- (s) In no event shall the City take any action, including referring the penalty debt to a collection agency as contemplated by subsection (r), but not including action of the collection agency, to collect civil penalties assessed hereunder after the date that is more than one (1) year from the date that the filing was due.
- (t) A party in any action brought pursuant to this Section shall be entitled to recovery of the party's reasonable attorney fees and costs from any attorney or party who has brought or defended the action, either in whole or in part, if the hearing officer finds any of the following:
 - (1) The action, or any part thereof, lacked substantial justification;
 - (2) The action, or any part thereof, was interposed for delay or harassment; or
 - (3) That an attorney or party unnecessarily expanded the proceeding by other improper conduct, including but not limited to abuses of discovery procedures authorized by this Section.

Notwithstanding any other provision of this subsection, no attorney fees shall be awarded unless the hearing officer has first considered the provisions of Sections 13-17-102(5) and (6), C.R.S. As used herein, *lacked substantial justification* means substantially frivolous, substantially groundless or substantially vexatious.

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

INTRODUCED ON FIRST READING, on December 1, 2020, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 1st day of December, 2020 and set for second reading and public hearing on the 15th day of December, 2020.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL BY TITLE ONLY by the City Council on this 15th day of December, 2020.

City of Salida

Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Erin Kelley
--	--	-------------------------------------

ITEM: Resolution 2020-43 a Resolution of the City Council for the City of Salida, Colorado Adopting and Approving the 2021 Fee Schedules.

BACKGROUND:

Our City, including the City Clerk's office and its various departments, relies upon fees to provide many services to its customer and citizens. The Salida Municipal Code authorizes the operations of the City and provides for the establishment and amendment of fees for various City services. Occasionally new services are offered and additional regulations are implemented which also require the addition or amendment of fees charged by the City.

The City Clerk's office wants to ensure that all fee schedules, relating all department within the City, can be updated and streamlined within the amended 2021 Schedule of Fees. All department heads and relevant staff have contributed towards their respective schedules, which can be found in Exhibit A, following the Resolution in the packet. We believe this is an important step for ease of use and transparency for all of the City's citizens and customers.

Council should note that there are changes to fees for many of the departments to reflect the increasing costs of providing services to the community.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2020-43 Adopting and Approving the 2021 Fee Schedules

SUGGESTED MOTION: A Councilperson should make a motion "to approve Resolution 2020-43 a Resolution of the City Council for the City of Salida, Colorado Adopting and Approving the 2021 Fee Schedules, followed by a second.

**RESOLUTION NO. 43
(Series 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
ADOPTING AND APPROVING THE 2021 FEE SCHEDULES**

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code; and,

WHEREAS, the City relies upon fees to provide many services to its customers and citizens; and,

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for the increase in the costs to provide such services, as well as for the implementation of new services and regulations; and,

WHEREAS, the City Council wishes to adopt the fee schedules attached hereto as Exhibit A as the official fee schedules for the operations of the City of Salida; and,

WHEREAS, the 2021 Fee Schedules is attached hereto and incorporated herein as Exhibit A.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying Fee Schedules is intended to supersede all previous fee schedules adopted by the City Council.
3. Effective upon approval, the City hereby adopts the amended 2021 Fee Schedule (attached hereto as Exhibit A).

RESOLVED, APPROVED, AND ADOPTED this 15th day of December 2020.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2021 Fee Schedules




**2021 Fees and Charges for Clerk's Office Licenses:
Liquor, Marijuana, Special Events, Vendors, Arborists and Short Term Rentals**

TYPE OF LICENSE	FEE
Liquor	
New License	\$1,000.00
New License with Concurrent Review	\$1,000.00
Transfer of Ownership	\$750.00
Application Late Renewal Fee (Not more than 90 days of license expiration date)	\$500.00
Application Reissue Fee (More than 90 days but less than 180 days of license expiration date)	\$500.00
Application Reissue Fine (More than 90 days but less than 180 days of license expiration date)	\$ 25.00/day beyond the 90 day expiration date
Annual Renewal Application Fee	\$100.00
Annual Art Gallery Fee	\$100.00
Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Types of Permits	
Art	\$41.25
Art Gallery Permit	\$3.75
Bed & Breakfast Permit	\$3.75
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00
Mini Bar Permit with Hotel Restaurant	\$48.75
Optional Premises	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75
Fermented Malt Beverage On/Off Premises	\$3.75
Special Event Permit	\$100.00
<i>Other Charges to Existing Liquor Licenses</i>	
Change of Location	(not to exceed) \$750.00
Change of Trade Name/Corporate Name	N/A
Corporate/LLC Change (Per Person)	\$100.00

Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex	\$75.00
Modification of Premises	N/A
Multiple Vendor and Outdoor Vendor Permit	
Multiple Vendor Event Permit	\$75.00
Additional Fee Per Participating Vendor	\$20.00
Outdoor Vending Permit – 10 Day	\$50.00
Outdoor Vending Permit – 45 Day	\$100.00
Outdoor Vending Permit – 180 Day	\$200.00
Outdoor Vending Permit – 365 Day	\$400.00
Retail Marijuana	
Annual Operating Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Changer (per person)	\$100.00
Local Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
Arborist License (SMC 6-4-10)	
Arborist License	\$100.00
Penalty for Operating No License	\$100.00
Short-Term Rental Business License	
Short-term Rental Business License – New	\$270.00
Short-term Rental Business License – New Residential Administrative Review	\$200.00
Short-term Rental Business License – Renewal	\$270.00
Penalty for Operating without a Business License	\$2,650.00
Late Fee on Occupation Lodging Tax	\$50.00/quarter
Open Records Requests	\$33.58/hour past the first free hour

Fees and Charges for Water and Wastewater Services, effective January 2021

Description of Fee, Rate or Charge		Code Section	Fixed Fees				Commercial Fees (3)					
			Special Charges	Residential Single- Family and Duplexes (1)	Residential Multi- Family (1)	Accessory Dwelling Units (2)	Legally- Restricted Affordable Housing (1)	3/4" line	1.0" line	1.5" line	2.0" line	3.0" line
Water System Development & Associated Fees												
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 6,384	\$ 3,405	\$ 3,405	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 1,452	\$ 774	\$ 774	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (c)		\$ 4,256	\$ 4,256	-	\$ 4,256	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Disc	13-02-90		\$ 352	\$ 352	-	\$ 352	\$ 352	\$ 469	\$ 770	\$ 1,477	-	-
Water Meter - Turbine	13-02-90		-	-	-	-	-	-	\$ 1,629	\$ 1,928	\$ 2,319	\$ 3,387
Water Meter - Compound	13-02-90		-	-	-	-	-	-	-	\$ 3,382	\$ 4,081	\$ 5,623
Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.												
Wastewater System Development Fees												
System Development Fee for water & sewer customer	13-3-20 (c)		\$ 5,206	\$ 3,905	\$ 2,082	\$ 2,082	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Fee per 1.0 EQR if no municipal water service	13-3-20 (c)		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Monthly Water Rates and Charges for Service		13-3-30 (b)										
Service charge			\$ 19.13	\$ 19.13	\$ 9.56	\$ 19.13	\$ 19.13	\$ 25.44	\$ 38.26	\$ 50.88	\$ 76.33	\$ 101.77
Water maintenance charge			\$ 6.64	\$ 6.64	\$ 3.32	\$ 6.64	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Volume (usage) charge (over 2,000 gallons only)												
Tier I (2,000 to 13,333 gallons/month)			\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75
Tier II (over 13,333 gallons/month)			\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34
Demand fee up to 100,000 gallons							\$ 6.64	\$ 6.64	\$ 6.64	\$ 6.64	\$ 6.64	\$ 6.64
Demand fee 101,000 to 500,000 gallons							\$ 19.92	\$ 19.92	\$ 19.92	\$ 19.92	\$ 19.92	\$ 19.92
Demand fee 501,000 to 1,000,000 gallons								\$ 49.79	\$ 49.79	\$ 49.79	\$ 49.79	\$ 49.79
Demand fee over 1,000,000 gallons									\$ 66.38	\$ 66.38	\$ 66.38	\$ 66.38
Monthly Wastewater Rates and Charges for Service		13-3-30 (b)										
Service charge			\$ 21.57	\$ 21.57	\$ 10.78	\$ 21.57	\$ 22.34	\$ 31.18	\$ 46.53	\$ 69.80	\$ 88.41	\$ 109.35
Residential volume charge (based on winter water usage) (2,000 gallons usage included in residential service charge)			\$ 1.42	\$ 1.42	\$ 1.42	\$ 1.42						
Commercial volume charge (based on actual water usage)							\$ 2.64	\$ 2.64	\$ 2.64	\$ 2.64	\$ 2.64	\$ 2.64
Sewer only service charge - per equivalent living unit			\$ 37.25									
Other							Notes (1) All fixed fees are multiplied by the number of such units associated with each account. (2) Fees for accessory dwelling unit apply unless use of property is legally restricted for non-rental use. (3) Includes mixed-use developments in a single building where 50% or more of the ground floor is used for commercial, personal service and office uses, and other uses as approved by City Council.					
Permanent disconnection of water line	13-2-210	\$ 50.00										
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00										
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00										
Bulk water - untreated for construction within the City of Salida (per 1,000 gallons)	13-3-30 (a)	\$ 2.50										
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 6.00										
Bulk water - set hydrant meter	13-3-30 (a)	\$ 50.00										
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 18.63										
Returned check charge	13-3-30 (h)	\$ 25.00										
Final billing and new account charge	13-3-30 (i)	\$ 62.00										
Sewer only final billing and new account charge	13-3-30 (i)	\$ 31.00										
Temporary water disconnection fee - once annually	13-03-50	\$ -										
Temporary water disconnection fee - more than 1x per year	13-03-50	\$ 40.00										
Delinquent Charge - water service	13-3-30 (h)	\$ 3.50										
Delinquent Charge - wastewater service	13-3-30 (h)	\$ 3.50										
Late Fee (SteamPlant, Public Works, Finance, Fire, Pool, Wastewater - 30 day delinquent, charged monthly) \$3.50 or 5% (whichever is greater)		\$3.50 or 5%										
Period of time after which service is subject to termination	13-3-50 (c)	45 days										
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00										
Account reinstatement charge (waived if shut-off fee paid)	13-03-80	\$ 40.00										
												
							Date revised: 12/15/2020					



Date revised: 12/15/2020

Fees and Charges for Development Services 2021

TYPE OF APPLICATION	FEE
Administrative Review (unless specified below)	\$200.00
Accessory Dwelling Unit (ADU)	\$200.00 to be applied toward subsequent building permit
Administrative conditional use	\$250.00
Administrative variance	\$250.00
Amended plat	\$250.00
Lot line adjustment/elimination/duplex conversion	\$300.00
Limited Impact Review (unless specified below)	\$500.00
Variance (reviewed by Board of Adjustment)	\$500.00
Nonresidential or mixed-use 20,001 s.f.–50,000 s.f. gross floor area	\$500.00
Large alteration	\$500.00
Minor subdivision	\$550.00 + \$50.00/lot
Conditional use permit	\$500.00
Major Impact Review (unless specified below)	\$1,250.00
Multi-family, 20 or more units in project, without regard to phasing ²	\$1,250.00
Nonresidential or mixed-use, 50,001 sq. ft. >greater gross floor area ²	\$1,250.00
Planned development ²	\$1250.00
Rezoning ²	\$500.00
Right-of-way vacation ²	\$500.00
Plat vacation ²	\$500.00
Major subdivision ²	\$1250.00 + \$50.00/lot
Other types of applications	
Sign Permit Review	\$50.00
Creative Sign	\$100.00
Comprehensive Sign Plan Review	\$50.00
Annexation ²	\$1000.00
Pre-Annexation agreement ²	\$500.00
Building Permit (Commercial & Multi-family)	20% of Building Dept or \$100.00 Minimum
Building Permit (Residential)	20% of Building Dept or \$50.00 Minimum
License to encroach ²	\$150.00
Certificate of Approval	Minor \$50.00/Major \$100.00
Designation of a Historic Landmark, District or Site	\$150.00
Appeal-decision of Commission or Board or Interpretation ²	\$150.00
Recording of Plats	Per Chaffee County Clerk & Recorder fee schedule
Developer or Business Parking Occupier Fee for Central Business Economic Overlay per Section 16-5-90	\$250 per space per year for 10 years; or \$2,500 per space
Fee in lieu of open space fees (residential subdivisions)	\$3,000.00 per residential
Fee in lieu of Fair Contributions to public School sites	
Fee in lieu of open space fees (Condominiums with 5 or more)	\$2,000.00 per condo unit
Can and Will Serve Letter ²	\$ 200.00
Title 32 Special District Service Plan ²	\$ 1,000.00

1. Any application may incur the cost of one or more of the above listed items.

2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen (15) days of invoice.



2021 Fees and Charges – Arts and Culture

TYPE OF SERVICE	FEE
Wedding Packages Wedding Packages include use of Ballroom, Plaza and Bride's Room. Tables and chairs for ballroom and plaza are included at no-charge. Eight (8) hours total. Additional Phour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$4995 High Season: May – September, Sunday thru Friday - \$4500 Low Season: October – April, Monday thru Sunday - \$4500
Wedding Packages – Scout Hut at Riverside Park Wedding Packages include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only). Tables and chairs are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$3495 High Season: May – September, Sunday thru Friday - \$3000 Low Season: October – April, Monday thru Sunday - \$3000
Room Rental Fees	
Ballroom	\$225 per hour
Theater	\$500/event or \$100 per hour with a 2-hour minimum
Riverside Annex	One room – \$50 per hour Two rooms - \$90 per hour Full Annex - \$120 per hour
Plaza	\$125 per hour
Paquette Gallery	\$100 per hour
Scout Hut	Main Floor - \$35 per hour/no set up, unstaffed Main Floor - \$50 per hour/set up, staffed with a 2-hour minimum Lower Level - \$35 per hour/no set up, unstaffed Lower Level - \$50 per hour/set up, staffed with a 2-hour minimum

NOTE: Use of multiple rooms or multiple day event pricing may be determined by the Arts and Culture Director or designee on a case by case basis.

Audio/Visual Amenities	
A/V System per space (projector, 2 wireless microphones)	\$75
Plaza Sound System (up to 2 wireless microphones)	\$75
Projector/Screen	\$75
Conference Phone	\$25
Concert Sound	TBD per event
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.45/piece
Dessert/Salad Plates	\$0.35/piece
Silverware (fork, spoon, butter/steak knife)	\$0.35/piece
Table Linens	\$12.00+/linen
Miscellaneous Amenities	
Heat Lamps	\$75/lamp
Ceremony Arbor	\$100
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$25 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$1 or \$2 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour



2021 Fees and Charges – Fire Department

TYPE OF SERVICE / FEE	FEE
-----------------------	-----

Commercial Business and Multi-Residential Plan Reviews:

Certificate of Occupancy Inspection (Final) included in fee schedule.

0-1,000	Square Feet:	\$75
1,001-2,500	Square Feet:	\$100
2,501-5,000	Square Feet:	\$125
5,001-7,500	Square Feet:	\$225
7,501-10,000	Square Feet:	\$275
10,001-	Square Feet:	\$275+\$ 0.02 per square foot

Site Plans:

2nd Review of above plans: No charge

Each Review Beyond 2nd: \$ ½ of original fee

Note: The City of Salida reserves the right to send out plans to an outside reviewing agency and plan review charges will be based upon the amount charged by the reviewing agency.

Business Inspections:

New Business Fire Inspection Fees:
\$50 (Initial Visit)
No charge (First Follow-up Visit)
\$ 35 (Any additional follow-up visits)

Existing Business Inspections:
\$35(Initial Visit)
No charge (First Follow-up Visit)
Any additional follow up visits \$35 per

City Permitted Vendor/Food Truck Inspections \$25

Additional User Fees:

Fire works:
Retail Sales: \$125
Fireworks Displays Safety Inspection: \$125

Fire Reports (Copies):

Homeowner:	No charge
Commercial	No charge
Insurance Company:	\$25

Fire Investigation Reports: (Copies)

\$25+ any additional expenses

False Alarm Fees (within one calendar year)

6 th -10 th occurrence	\$50
11 th -15 th occurrence	\$100
Over 16 th occurrence	Discretionary

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
BICYCLES					
MTC 1412	Unlawful Number of Persons on Bicycle	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Attached Himself to Motor Vehicle	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride in Right-hand Lane as Required	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride on Right Side of Lane When Being Overtaken	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride Single File When Required	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Keep at Least One Hand on Handlebars	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Intending to Turn Left Disregarded Official Traffic Control Device	924	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Signal Intention to (Turn/Stop)	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Yield Right of Way to Pedestrian	925	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Front Lamp Visible 500 Feet to Front	931	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Red Reflector Visible 600 Feet to Rear	931	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Side Reflective Material or Lamps	931	\$50	\$30+\$5	0
EQUIPMENT					
MTC 202	Drove a Defective/Unsafe Vehicle	542	\$50	\$30+\$5	2
MTC 223	(Motorcycle/Motorized Bicycle/ Bicycle with Motor Not Equipped With One Brake	548	\$50	\$30+\$5	2
MTC 224	Unlawful use of Horn	551	\$25	\$30+\$5	0
MTC 224	Vehicle Had (No/Defective) Horn	550	\$25	\$30+\$5	0
MTC 225	Vehicle Had (Defective/Improper/No) Mufflers	552	\$25	\$30+\$5	0
MTC 226	Vehicle Did Not Have Rearview Mirror(s)	553	\$25	\$30+\$5	0
MTC 226	Rearview Mirror Did not permit minimum 200ft vision	554	\$25	\$30+\$5	0
MTC 226	Windows had certain materials prohibiting view	554	\$25	\$30+\$5	0
MTC 227	Vehicle Had (No/Defective) Windshield Wipers	555	\$25	\$30+\$5	0
MTC 228	Operated a Vehicle With (Improper/Unsafe) Tires	556	\$25	\$30+\$5	0
MTC 229	Vehicle Not Equipped With (Front Windshield Safety Glass in Front Windshield)	572	\$25	\$30+\$5	0
MTC 1411	Drove Vehicle While Wearing Earphones	467	\$25	\$30+\$5	0
MTC 502	Vehicle Had (Chains/Rope/Wire) (Swinging Dragging/Projecting) from Vehicle	561	\$25	\$30+\$5	0
MTC 608	Vehicle Not Equipped With Turn Signals as Required	540	\$25	\$30+\$5	0
MTC 610	Displayed Unauthorized Insignia on a Public Roadway	541	\$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle	956	SUMMONS		4
MTC 1409	Failed to Present Evidence of Insurance	957	SUMMONS		4
MTC 233	Alteration of Suspension System		\$25	\$30+\$5	0
MTC 234	Slow-moving vehicles - display of emblem	565	\$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
IMPROPER/RECKLESS/CARELESS DRIVING AND ACTIONS					
MTC 710	Drove Vehicle Upon Sidewalk		166	\$75 \$30 +\$5	3
MTC 711	Drove Vehicle Improperly on Mountain Highway		146	\$75 \$30+\$5	3
MTC 1008	Following Too Closely		142	\$100 \$30 +\$5	4
MTC 1008	Unlawful Following By Vehicle Drawing another v		165	\$100 \$30+\$5	4
MTC 1401	Reckless Driving		140	SUMMONS	8
MTC 1402	Careless Driving		141	\$110 \$30+\$5	4
MTC 1402	Careless Driving Caused Bodily Injury		139	SUMMONS	4
MTC 1404	Drove Vehicle Over Fire Hose		150	\$25 \$30+\$5	0
MTC 1413	Eluding or attempting to elude a police officer	O11		SUMMONS	12
MTC 1211	Limitations on Backing		153	\$50 \$30+\$5	2
INTERFERENCE					
MTC 107	Disregarded (Lawful Order/ Direction of Police Officer Directing Traffic		900	SUMMONS	3
LANE USAGE					
MTC 1007	Changed Lanes When Unsafe		221	\$75 \$30+\$5	3
MTC 1007	Failed to Drive in a Single Lane		223	\$75 \$30 +\$5	3
MTC 1007	Failed to Drive in Designated Lane		225	\$75 \$30+\$5	3
LIGHTS & REFLECTORS					
MTC 204	Failed to Display Lamps When Required		611	\$50 \$30+\$5	2
MTC 202	Operated Vehicle With Defective/Missing Head Lamp		609	\$25 \$30 +\$5	1
MTC 205	Motor Vehicle Not Equiped with Head Lamps as Required		613	\$25 \$30+\$5	0
MTC 205	Motorcycle Not Equiped With Head Lamps as Required		614	\$25 \$30 +\$5	0
MTC 206	Vehicle not Equiped with Tail Lamps As Required		615	\$25 \$30+\$5	0
MTC 206	Vehicle had (No/Defective) License Plate lamps		619	\$25 \$30 +\$5	0
MTC 208	Vehicle had (No/Defective) Stop Lights		623	\$25 \$30+\$5	0
MTC 217	Failed to Dim Lights When Approaching an Oncoming Vehicle		632	\$50 \$30 +\$5	2
MTC 217	Failed to Dim Lights When Following Another Vehicle		632	\$50 \$30+\$5	2
MTC 219	Displayed more than 4 Lamps When Prohibited		635	\$25 \$30 +\$5	0
MTC 231	Drove on Highway with Park Light When Headlights Required		642	\$25 \$30+\$5	0
MTC 205.5	Lamps on motor vehicles - additional requirements.		613	\$25 \$30 +\$5	0
MTC 211	Lamps on farm equipment & other vehicles and e		543	\$25 \$30+\$5	0
MTC 212	Spot lamps and auxiliary lamps.		544	\$25 \$30 +\$5	0
MTC 209	Lamps or flag on projecting load		543	\$25 \$30+\$5	0
MTC 208	Vehicle had (No/Defective) Turn Signals		624	\$25 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
Motorcycles					
MTC 232	Motorcycle (operator/passenger) had no Protective Eye ware as Required	161	\$25	\$30 +\$5	0
MTC 1502	Motorcycle (operator/passenger) under 18 Not Wearing an Approved Protective Helmet (Primary)	170	\$75	\$30+\$5	3
MTC 1502	Improper Riding on Motorcycle: State Violation	157	\$75	\$30 +\$5	3
MTC 1503	Illegal Operation of Motorcycle on Laned Roads	226	\$75	\$30+\$5	3
MTC 1504	Person on Motorcycle clung to Another Vehicle	158	\$75	\$30 +\$5	3
MOTORIZED BICYCLES/MOTOR-DRIVRN CYCLES					
MTC 109	Low-power scooters, animals, skis, skates, & toy veh highway	925	\$25	\$30 +\$5	0
MTC 220	Motor-Driven Cycle Not Equipped With Head Lamp as Required	931	\$25	\$30+\$5	0
MTC 220	Motorized Bicycle Did Not Have (Lamp/ Reflector Audible Signal/Brake) as required	931	\$25	\$30 +\$5	0
MTC 109.5	Low Speed electric vehicles	0	\$25	\$30 +\$5	0
Obstructed/Obscured Vision-Interface With Driver					
MTC 201	Number of persons in front seat of vehicle obstructec	450	\$25	\$30 +\$5	0
MTC 201	Driver of Vehicle Allowed Passenger to Ride in an Unsafe Manner	457	\$25	\$30+\$5	0
MTC 201	Television Visible to Vehicle Operator	465	\$25	\$30 +\$5	0
MTC 201	Driver's Vision Obstructed Through Required Gla	452	\$25	\$30+\$5	0
MTC 201	Passenger in Vehicle (Interfered With Obstructed Vision of) Driver	453	\$25	\$30 +\$5	0
MTC 201	Person (Hung On/Attached Himself) to the Outside of Vehicle	456	\$25	\$30+\$5	0
MTC 201	Driver Permitted Person to (Hang On/Attach Himself to the Outside of Vehicle	457	\$25	\$30 +\$5	0
MTC 227	Material on (Windshield/Front Side Windows)Pre: (Nontransparent/Metallic/Mirrored) Appearance (Note:Metallic/Mirrored Applies to Any Window	466	\$25	\$30+\$5	0
MTC 504	Projecting Load on Vehicle Obstructed Driver's Vision	462	\$25	\$30 +\$5	0
MTC 226	Load Obstructed View to Rear –No Mirrors	554	\$25	\$30+\$5	0
OVERSIZE/OVERWIDTH/OVERLENGTH LOAD/Projecting					
MTC 503	Load Projected Beyond Fender of Left Side of Passenger Vehicle	515	\$25	\$30 +\$5	0
MTC 503	Load Projected More Than 6 Inches on Right Side of Passenger Vehicle	516	\$25	\$30+\$5	0
MTC 504	Rear Projection of Load Exceeded 10 Feet	529	\$25	\$30 +\$5	0
MTC 504	Load Projected Beyond Grill Assembly or Front Wheels	517	\$25	\$30+\$5	0
MTC 209	Lamp or flag on projecting load	543	\$25	\$30 +\$5	0
MTC 506	Trailers and towed vehicles	473	\$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
PARKING VIOLATIONS					
MTC 210	Failed to Display Required Lights When Parked	350	\$25	\$30 +\$5	0
MTC 1202	(Stopped/Parked/Left Standing) Vehicle on Paved Portion of Highway	350	\$25	\$30+\$5	0
MTC 1203	Two Hour Parking	350	\$20		0
MTC 1206	Failed to (Lock Ignition of/Remove Key From) Parked Vehicle	350	\$25	\$30 +\$5	0
MTC 1206	Parked Vehicle Without Setting Brakes	350	\$25	\$30+\$5	0
MTC 1206	Parked Vehicle on Grade Without Turning Wheels to Side of Curb	350	\$25	\$30 +\$5	0
MTC 1207	(Opened Door/Left Door Open) Into Lane of Traffic (When Not Safe/and Interfered With Traffic	916	\$25	\$30+\$5	0
MTC 1208	Improper Use of Disabled Parking Privileges When Not Disabled	362	\$100	\$30 +\$5	0
MTC 1211	Limitations on Backing	153	\$50	\$30+\$5	2
MTC 1204	Stopping, standing, or parking prohibited in specified places				
(1) A,B,C,D,E,F,G,H,I			\$30	0	0
(2) F			\$30	0	0
(3) A			\$30	0	0
(2) A,C,D			\$30	0	0
(1) E,F,J,K			\$30	0	0
(3) B			\$30	0	0
(2) E			\$30	0	0
MTC 1204	Parking in a Fire Lane		\$50	0	0
MTC 1205	Double Parking, Parked Facing Wrong Way, Parked Over 12" From C		\$30	0	0

PASSING

MTC 802	Passed Vehicle Stopped for Pedestrian in (Marked Unmarked) Crosswalk	203	\$75	\$30 +\$5	3
MTC 1002	Failed to Yield One-Half of the Roadway to Oncoming Vehicle	190	\$100	\$30+\$5	4
MTC 1003	Passed on Left in Unsafe Manner	192	\$100	\$30 +\$5	4
MTC 1007	(Attempted to Pass/Passed) on Shoulder of Right Hand Traffic Lane	222	\$100	\$30+\$5	4

PEDESTRIAN/ANIMAL RIDER VIOLATIONS

MTC 802	Pedestrian Suddenly (Walked/Ran/Rode Bicycle Into Path of Vehicle	411	\$25	\$30 +\$5	0
MTC 805	(Pedestrian/Animal Rider) Failed to (Walk/ Ride) (Along/Upon) Roadway as Required	408	\$25	\$30+\$5	0
MTC 805	Pedestrian on Highway Under the Influence of (Alcohol or a Controlled Substance	803	Summons		0
MTC 801	Pedestrian obedience to traffic control devices and regulations	401	\$25	\$30+\$5	0
MTC 803	Crossing at other than crosswalks	407	\$25	\$30 +\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
RIGHT OF WAY (VEHICLE/PEDESTRIAN)					
MTC 604	Failed to Yield Right-of-Way on Right Turn After Stop at Red Light		370	\$75 \$30+\$5	3
MTC 701	Failed to Yield Right-of-Way as Required at Uncontrolled Intersection		371	\$75 \$30 +\$5	3
MTC 703	Failed to Yield at Yield Intersection		372	\$75 \$30+\$5	3
MTC 703	Failed to Yield Right-of-Way When Proceeding From Stop Sign		373	\$75 \$30 +\$5	3
RIGHT OF WAY (VEHICLE/PEDESTRIAN) (Cont...)					
MTC 704	Failed to Yield Right-of-Way Upon Entering Highw (Use when vehicle enters from any place other than a Roadway		374	\$75 \$30+\$5	3
MTC 705	Failed to Yield Right-of-Way to Emergency Vehicle		375	\$100 \$30 +\$5	4
MTC 705	Failed to Yield Right of Way to a Stationary Emergency Vehicle		141	\$100 \$30+\$5	4
MTC 710	Failed to Yield Right-of-Way to Pedestrian Upon Entering (Alley/Driveway/Building)		378	\$100 \$30 +\$5	4
MTC 712	Failed to Yield Right-of-Way to Authorized (Vehicle/Pedestrian) in Highway Work Area		382	\$75 \$30+\$5	3
MTC 712	Failed to Yield Right-of-Way to Authorized Service Vehicle Displaying Flashing Yellow Light		382	\$75 \$30 +\$5	3
MTC 802	Failed to Yield Right-of-Way to Pedestrian in Crosswalk		376	\$100 \$30+\$5	4
MTC 802	Failed to Yield Right-of-Way to Pedestrian at Steady Walk Signal		377	\$100 \$30 +\$5	4
MTC 807	Driver Failed to Exercise Due Care for Pedestrian		381	\$100 \$30+\$5	4
MTC 808	Driver Failed to Yield Right-of-Way to Disabled Person		380	Summons	6
MTC 710	Emerging from or entering alley, driveway, or bui		166	\$75 \$30+\$5	3
SAFETY BELT/RESTRAINT					
MTC 236	Failed to (Provide/Properly Use) Rear Facing Child Restraint System (Less than 1 Year Old and Less Than 20 Lbs) (Primary)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Forward Facing Child Restraint System (1 - 3 Years of Age/ More Than 20 lbs but Less Than 40 lbs) (Primary)		574	\$50 \$30 +\$5	0
MTC 236(2)(b)(I)	Failed to (Provide/Properly Use) An Approved Child Restraint System (4-5 Years of Age Less Than 55 Inches Tall) (Secondary Offense)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Seatbelt (6-17Years of Age or More than 55" Tall) (Primary)		574	\$50 \$30 +\$5	0
MTC 237	Drove Vehicle When Safety Belt Not in Use		575	\$50 \$30+\$5	0
MTC 237	Drove Vehicle When Front Seat Passenger Not Secured By Safety Belt		960	\$50 \$30 +\$5	0
MTC 1405	Riding in trailers		156	\$50 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
SCHOOL BUS					
MTC 1903	Failed to Stop for Stopped School Bus Displaying Flashing Red Lights		420	Summons	6
MTC 1903	School Bus Driver Failed to Actuate Visual Signals as Required		422	Summons	2
MTC 1903	School Bus Driver Failed to Stop as Required		421	Summons	3
SIGNALING					
MTC 903	(Failed to Signal as Required/Gave Improper Signal for Turn/Stop/Sudden Decrease in Speed		433	\$50 \$30+\$5	2
MTC 903	Improper Use of Flashing Turn Signal	433	\$50	\$30 +\$5	2
MTC 608	Failed to Use Turn Signals		433	\$50 \$30+\$5	2
MTC 609	Method of giving hand and arm signals	433	\$50	\$30 +\$5	2
SPEEDING					
MTC 1101	Speeding (1-4 MPH Over Limit)	O20	\$50	\$30+\$5	0
MTC 1101	Speeding (5-9 MPH Over Limit)	OO4	\$70	\$30+\$5	1
MTC 1101	Speeding (10-19 MPH Over Limit)	OO5	\$120	\$30+\$5	4
MTC 1101	Speeding (20-24 MPH Over Limit)	OO6	\$150	\$30+\$5	6
MTC 1101	Speeding (25-39 MPH Over Limit)	OO6	Summons		6
MTC 1101	Speeding (40 MPH Over Limit)	O16	Summons		12
MTC 1101	Exceeded Safe Speeds for Conditions Indicate Actual speed/Safe Speed	OO7	\$75	\$30+\$5	3
MTC 1103	Impeded Normal Flow of Traffic	OO8	\$75	\$30+\$5	3
MTC 1105	Engaged in Exhibition of Speed	O17	Summons		5
SPILLING LOADS – DAMAGING HIGHWAY					
MTC 512	Damaged (Highway/Highway Structure)		495	\$25 \$30+\$5	0
MTC 1406	(Left/Deposited/Threw) Foreign Matter on Highway	490	\$25	\$30 +\$5	0
MTC 1406	(Left/Deposited/Threw) Burning Material from a Motor Vehicle		491	Summons	0
MTC 1406	Failed to Remove (Lighted/Burning) Matter (Left/Deposited Thrown) on Highway	491	\$25	\$30 +\$5	0
MTC 1407	Spilled Load on Highway/Failed to Cover Load No Flaps When Required		494	\$25 \$30+\$5	0
TRAFFIC CONTROLS					
MTC 106	Disobeyed Sign Closing Highway for (Construction/Event)		999	\$25 \$30+\$5	0
MTC 603	(Failed to Observe/Disregarded) Traffic Control Device	300	\$100	\$30 +\$5	4
MTC 604	Failed to Obey Traffic Control Signal		304	\$100 \$30+\$5	4
MTC 604	Failed to Stop for Traffic Control Signal at Place Required	305	\$100	\$30 +\$5	4
MTC 606	Displayed Unauthorized (Sign/ Signal/Marking/De		311	\$25 \$30+\$5	0

MTC 607	Attempted to/Remove/Altered/Defaced/Knocked Down	314	\$25	\$30 +\$5	0
STATUTE	CHARGE	Code	FINE	CC+VA	PTS

TRAFFIC CONTROLS (Cont...)

MTC 612	Failed to Proceed (With Caution/as Required) at Inoperative or Malfunctioning Control Signal	320	\$100	\$30+\$5	4
MTC 703	(Disregarded/Failed to Stop as Required at) Stop Sign at Through Highway	319	\$100	\$30 +\$5	4
MTC 712	Disregarded (Instructions/Signals) of Authorized Person in Highway Work Area	914	\$75	\$30+\$5	3
MTC 605	Flashing signals	310	\$100	\$30 +\$5	4
MTC 709	Stop when traffic obstructed	952	\$50	\$30+\$5	2

URNS

MTC 702	Failed to Yield Right-of-Way When Turning Left in Front of Approaching Traffic	278	\$75	\$30+\$5	3
MTC 901	Made Right Turn From Wrong (Position/Lane)	274	\$75	\$30 +\$5	3
MTC 901	Made Left Turn From Wrong (Position/Lane)	273	\$75	\$30+\$5	3
MTC 901	Made Improper Left Turn at Multi-turn Intersection	280	\$75	\$30 +\$5	3
MTC 902	Made unsafe U-Turn at Intersection	270	\$75	\$30+\$5	3

WRONG WAY/WRONG SIDE

MTC 1001	Failed to Drive Vehicle (On Right Side OF Road/ In Right-hand Lane) as Required	250	\$100	\$30 +\$5	4
MTC 1006	Drove Vehicle Wrong Way on One-Way Roadway	280	\$75	\$30+\$5	3

MISCELLANEOUS

MTC 239	Person under 18 years using a cell phone while driving	0	\$25	\$30 +\$5	0
MTC 239	Driver texting or conducting data entry while driving	0	\$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle	956	SUMMONS		4

SCC	CHARGE	FINE	CC+VA
SALIDA CITY CODE		Fine	CC+VA
ANIMAL CONTROL			
SCC 7-5-250	Failed to Restrain and Confine Animal (At Large) 1st Offense (Within 12 Months)	\$35	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 7-5-220	Nuisance Animal-Barking Dog		
	1st Offense (Within 12 Months)	\$25	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 11-6-70	Prohibited Acts and Conditions- Dogs in parks	\$25	\$30 +\$5
Alcohol/Tobacco/Drugs Charges			
SCC 10-7-30 E	Open Container in Vehicle	\$75	\$30 +\$5
SCC 10 -7-30	Possession/Consumption of Alcoholic beverages in certain places	\$100	\$30+\$5
SCC 10-6-70	Possession of Tobacco by a Minor	\$50	\$30 +\$5
SCC 10-7-10	Illegal possession/consumption of Alcohol by an underage person		Summons
SCC 10-7-60	Possession of Drug Paraphernalia		Summons
SCC 10-7-70	Possession of Cannabis		Summons
PUBLIC DECENCY			
SCC 10 -5-140	Urinating In Public	\$75	\$30 +\$5
SCC 10-5-130	Public Nudity	\$75	\$30+\$5
SCC 10-3-90	Spitting/Littering	\$100	\$30 +\$5
Noise Violations			
SCC 10-9-50	Prohibited Noise Activities	\$50	\$30 +\$5
SCC 10-9-60	Motor Vehicle Noise Prohibited	\$50	\$30+\$5
PUBLIC PARK VIOLATIONS			
SCC 11-6-10	Interference with Private Activities	SUMMONS	
SCC 11-6-60	City Park Closure- Remaining After Dark	\$25	\$30 +\$5
SCC 11-6-50	Skating in Salida Skate Park W/O Protective Gear (Helmet and Pads)	\$50	\$30+\$5
SCC 10-3-30	Obstructing or Interfering with public way	\$50	\$30+\$5
SCC 11-6-20	Overnight Camping in Parks	\$50	\$30 +\$5
MISCELLANEOUS			
SCC 8-2-30	Riding Bicycle on Sidewalks	\$25	\$30 +\$5
SCC 8-2-40	Skateboards/Rollerblades on Sidewalks Within Prohibited Skating Limits	\$25	\$30+\$5
SCC 8-2-20	Squeal/Spin Tires- Lose Traction With Road	\$50	\$30 +\$5
SCC 8-2-50	Unnecessary Horn noise	\$25	\$30+\$5
SCC 13 3 90	Watering on Wrong Day/Time	\$25	\$30 +\$5
SCC 10-3-80	Improper Dumping of Garbage, Trash, & Dangerous Materials	\$100	\$30+\$5
SCC 10-5-50	ASSAULT	SUMMONS	
SCC 10-5-10	Disorderly Conduct	SUMMONS	
SCC 10-4-50	Theft	SUMMONS	

SCC 10-4-10	Criminal Mischief	SUMMONS	
SCC	CHARGE	FINE	CC+VA
	MISCELLANEOUS (cont....)		
SCC 11-3-10	Removal of Snow and Ice	\$25	\$30 +\$5
SCC 10-10-10	Fireworks	\$25	\$30+\$5
SCC 8-3-20	Abandoned or Inoperable Vehicles On a Public Way	\$75	\$30 +\$5
SCC 8-3-40	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$35	\$30+\$5
SCC 8-3-40 (B)	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$50	\$30+\$5
SCC 10-6-10	Curfew Violation		Summons
SCC 10-11-50	Unlawful acts-Smoking in Prohibited Areas	\$25	\$30+\$5
SCC 10-5-40	Loitering	\$25	\$30 +\$5



2021 Fees and Charges for Public Works Services

TYPE OF PERMIT / SERVICE / RENTAL	Fee
Sidewalk Permit	\$40.00
Driveway Permit	\$50.00
Street Cut Permit (One Lane), \$1,000 Deposit Required	\$200.00
Street Cut Permit (Two Lane) \$1,500 Deposit Required	\$300.00
Alley Cut Permit	\$125.00
Curb & Gutter Permit	\$45.00
Lateral Cuts in Asphalt	\$1.00/ft (\$40 min)
Boring under Asphalt Streets	\$150.00
Fire Hydrant Meter Rental	\$ 75(SET) + \$25/WK
Water Line Tap at Main Line – Physical Connection Fee (up to 1’)	\$275.00
Sewer Line Tap at Main Line – Physical Connection Fee (4’)	\$240.00 - \$400.00
Temporary Water Disconnection Fee (other than for non-payment on account)	1x annually – no charge; \$40.00/occurrence thereafter
Permanent Disconnection of Water Line	\$100.00
Municipal Worker Hourly Charge	\$45.00 / hr
Public Works Truck Charge	\$50.00 / hr
Public Works Equipment Charge	\$100.00 / hr

NOTES:

- Any application may incur the cost of one or more of the above listed items.
- In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including engineers, consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen days (15) of invoice.
- All other fees are nonrefundable.
- Permit fees shall be increased by the greater of \$100 or double the normal fee if work is started prior to issuance of permit.
- Street cut permit requires a deposit of \$1,000/1-lane & \$1,500/2-lanes.
- Public works municipal worker, trucks, and equipment charges apply to repairs to public property damage or other similar events.



WASTEWATER TREATMENT PLANT	Fee
Outside Lab Testing	
Biochemical Oxygen Demand	\$ 35.00
Carbonaceous BOD	\$ 35.00
Soluble BOD	\$ 35.00
Fecal Coliform	\$ 35.00
E Coli	\$ 35.00
Total Coliform	\$ 35.00
Total Suspended Solids	\$ 35.00
Total Dissolved Solids	\$ 17.50
Conductivity	\$ 17.50
Distillation for Nitrate & Nitrite	\$ 35.00
Ammonia Nitrogen	\$ 41.00
Nitrate Nitrogen	\$ 17.50
Nitrite Nitrogen	\$ 17.50
Total Kjeldahl Nitrogen	\$ 30.00
Oil & Grease	\$ 118.00
pH	\$ 2.30
Total Solids	\$ 17.50
Volatile Solids	\$ 17.50
Alkalinity	\$ 17.50
Volatile Acids	\$ 46.00
Total Organic Carbon	\$ 77.00
Sulfates	\$ 17.50
Chlorides	\$ 17.50
Iron	\$ 17.50
Sulfides	\$ 17.50
Total Inorganic Nitrogen	\$ 59.00
Total Phosphorous	\$ 59.00
Total Nitrogen	\$ 59.00
Hardness	\$ 17.50
Hourly Rate Charge	\$45.00
Dump Fees	
Charter buses	\$28.00
1,000 gallons of septage waste	\$106.00
Grease (tiered rates):	
- up to 50 gallons	\$37.50/total
- 51+ gallons	\$0.60/gal

2021 Parks and Recreation Rental Rates and Fees :

The Department of Parks and Recreation, along with the Salida City Council and the Parks, Recreation, Open Space and Trails Advisory Board, engaged in cost recovery/subsidy and financial strategy work in 2020. Through this work, service categories and subsidy goals were established for the services that the Department offers. Where applicable, the service category is listed for the service offered in the following tables. The Department is comparing subsidy goals to current fees and a draft financial support and sustainability plan to determine appropriate fees in 2021. Additionally, Pool Access has changed dramatically due to COVID 19. Memberships were placed on hold and all visits require registration. Memberships (including health insurance based membership - Silver Sneakers) are being researched and will be addressed when Public Health orders allow.

Park Amenity	Deposit under 50	Deposit 50 or more	Flat fee	Fee less than 4 hours	Fee 4 hours or more	Over night fee	Partner reduction (501(c)3 or Gov't)
Park - Riverside, Alpine	100	200	n/a	100	200	200	50%
Park - Marvin, Chisolm, Thonoff, others	0	100	n/a	50	100	200	50%
Pavillion - Centennial	0	100	n/a	25	100	n/a	50%
Pavillion - Chisolm	0	100	n/a	25	100		50%
Band Shell - Riverside	200	200	40/hr	n/a	n/a	n/a	50%
Court - Centennial Basketball, Centennial Tennis	0	100	25/hr	n/a	n/a	n/a	n/a
Court - Alpine Basketball	50	100	50/hr	n/a	n/a	n/a	n/a
Picnic tables - All parks	0	0	0	n/a	n/a	n/a	n/a
BBQ - Centennial	0	0	0	n/a	n/a	n/a	n/a
Activity Bus	100	n/a	\$22	\$1/mile	\$1/mile	n/a	50%
Park water connection (each)	n/a	n/a	30	n/a	n/a	n/a	n/a
Park power connection (each)	n/a	n/a	30	n/a	n/a	n/a	n/a
Barricade delivered (1-50)	n/a	n/a	100	n/a	n/a	n/a	n/a
Barricade delivered (each additional 50)	n/a	n/a	75	n/a	n/a	n/a	n/a
Barricade picked up and returned by applicant	n/a	n/a	50	n/a	n/a	n/a	n/a
Cones picked up and returned by applicant	n/a	n/a	15	n/a	n/a	n/a	n/a
Cones Delivery	n/a	n/a	30				
Fencing delivered	n/a	n/a	100	n/a	n/a	n/a	n/a
Sprinkler flagging (for vehicles in parks)	n/a	n/a	100	n/a	n/a	n/a	n/a
Street Closure fee	n/a	n/a	0	n/a	n/a	n/a	n/a

*Paying the rental fee for an amenity grants exclusive use of that amenity. The responsibility is on the renter to provide the receipt of the rental to clarify for any existing users on the day of the rental.

Activities	Fee	Service category	CR % goal
Babysitting Class	\$100	Community Ed	5-20%
First Aid & CPR	\$50	Community Ed	5-20%
Lifeguarding Class	\$200	Community Ed	5-20%
Water Safety Instructor Class	\$200	Community Ed	5-20%
Learn to Swim Lesson	\$50	Community Ed	5-20%
Private Lessons	\$25	Private	100-120%
Longfellow Swim Lessons	\$5200	Community Event	10-20%
Montessori Swim Lessons	\$500	Community Event	10-20%
Splash	\$5	Recreational intro skill	30-50%
Arthritis	\$3	Recreational intro skill	30-50%
Cardio Splash	\$5	Recreational intro skill	30-50%
Adult Coached Swim	\$5	Recreational intro skill	30-50%
Water Yoga Class	\$5	Recreational intro skill	30-50%
Aquabike Class	\$8	Recreational intro skill	30-50%
Water Pilates	\$5	Recreational intro skill	30-50%
SUP Class	\$8	Recreational intro skill	30-50%
Youth Summer Swim Team	\$95/\$75	Facility Rental	90-100%
Youth Extended Season Swim Team	\$32/\$25	Facility Rental	90-100%
High School Swim Team	\$500	Facility Rental	90-100%
Kayaking	\$15	Recreational intro skill	30-50%
Kayak Polo	\$15	Recreational intro skill	30-50%
Indoor Pickleball- Daily	\$5	Monitored Open Access	50-70%
Indoor Pickleball- 5 visit pass	\$22.50	Monitored Open Access	50-70%
Indoor Pickleball- 10 visit pass	\$40	Monitored Open Access	50-70%
Underwater Easter Egg Hunt	\$5	Community Event	10-20%

Pool access	Fee	Service category	CR % goal
1.5 hour pool access individual purchase	\$6	COVID 19	-
1.5 hour pool access 10 pack purchase	\$50	COVID 19	-
Before & After hour pool rentals	\$60+	Private Rentals	90-100%
Pre-COVID -19 schedule			
Daily Rate - Adult 18 yrs & older	\$11	Monitored open access	0-10%
Daily Rate - Youth 6yrs - 17yrs	\$5	Monitored open access	0-10%
Daily Rate- Child 5yrs & under	\$3	Monitored open access	0-10%
Daily Rate - Military	\$9	Monitored open access	0-10%
Shower Only	\$5	Rental	90-100%
Locker rentals	\$1	Rental	90-100%
Discounted Rates - Adults 18yrs & older	\$5	Monitored open access	0-10%
Discounted Rates - Youth 6yrs - 17yrs	\$3	Monitored open access	0-10%
Discounted Rates - Child 5yrs & under	\$2	Monitored open access	0-10%
Soaking pools - Adult	\$15	Rental	90-100%
Soaking pools - Military	\$10	Rental	90-100%
Soaking pools - 2 Adults	\$23	Rental	90-100%
Soak and Swim - 1 Adult	\$18	Rental	90-100%
10 Visit Soaking Pool Pass	\$125	Rental	90-100%
Membership - One Year Single	\$250	Monitored open access	0-10%
Membership - 6 Months Single	\$145	Monitored open access	0-10%
Membership - One Year Family	\$500	Monitored open access	0-10%
Membership - 6 Month Family	\$290	Monitored open access	0-10%
Adult Access Pass	\$75	Monitored open access	0-10%
Youth Access Pass	\$37.50	Monitored open access	0-10%
Dive and Jive	\$5	Community Events	10-20%
Boys & Girls Club	\$3	Community Events	10-20%

Refund Policies:

Pass/Membership Refund Policy:

All Salida Hot Springs Aquatic Center passes and memberships are non-refundable and non-transferable starting January 1st, 2021.

Hardship Termination Criteria:

The following criteria must be met to qualify for a hardship refund:

- A job transfer outside a 25 mile radius of Salida. The pass or membership holder must provide a letter from their Human Resources Department stating that they are being transferred or have a new position.
- In case of medical condition the following options are available:
 - A Salida Hot Springs Aquatic Center passholder, member or class registrant may receive a refund if they provide a letter from their physician stating that they are on a medical restriction of an indefinite nature.
 - A Salida Hot Springs Aquatic Center pass or membership can be put on hold and the expiration extended if the participant provides a letter from a physician stating how long they are on a medical restriction.

Program Refund Policy for Cancelled Classes:

If a class is cancelled or closed, you will receive a full refund in the form of a check or credit card refund. There are no cash refunds and a refund can take approximately three weeks to process.

Refund prior to the Class:

Refunds will be made only before the start of the class or activity if the client gives 24 hour notice or the client presents an acceptable hardship termination notice.

Refunds after the class:

Refunds will only be made after the class if the client presents an acceptable hardship termination notice.

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
--	--	-------------------------------------

ITEM:

Resolution 2020-44 – Approving a Public Access Agreement with Kitson Holdings, LLC

BACKGROUND:

With the approval of Resolution 2008-15, the City of Salida was granted a public access easement on the south side of the Boathouse Cantina by Kitson Holdings, LLC, owners of the property. The area in question has been used by the public to access between the Coors boat ramp, the FiBArk building, and Riverside Park/F Street. The existing easement agreement required the City to maintain and police the access. With the construction of the new Manhattan Hotel, along with two retail storefronts adjacent to the access easement, additional user groups are now occupying the space in a different manner than previously.

City staff was approached by Ray Kitson, owner of Kitson Holdings, LLC over the summer to discuss how the new space's use has changed. Staff monitored the area over the course of the summer, and it was evident that patrons of the retail store and ice cream shop were lingering for longer periods of time, along with outdoor seating being occupied consistently (especially with the ongoing Covid-19 pandemic). Concerns were also expressed by the owner that the City was unable to keep up with maintenance and policing of the area, which during certain times of the night was occupied with transients and that chairs and other items had been stolen. Unfortunately, the City does not have the capacity to monitor and clean the space in a manner that meets the demands of this higher level of usage.

In addition, with the changes in use and more patrons staying in the access easement longer, it became clear that there are conflicts between pedestrians, diners, and bicyclists in this now-narrower area. Ownership requested the ability to require bicyclists to dismount when in the access easement to prevent these conflicts, which seems appropriate. The City has received some messages of concern about this change from members of the bicycle community; however, being required to dismount bicycles in this area does not appear to create a hardship. In addition, other agreements with the owner requires bicycle parking/racks in this area, so bicycle usage is clearly still encouraged, and alternate routes for biking along the river trail still remain close by.

In acknowledgment of the physical changes in this location, changes in use by the public, and due to the request of the owner to be allowed to monitor and maintain the access more proactively, City staff – especially the City Attorney – worked with the owner to craft the attached Public Access Agreement. The Agreement still allows for pedestrian access through the area and maintains the flow of people between areas of interest. It also removes the responsibility of the City to maintain the area, placing that responsibility back on the property owner. Last, the Public Access Agreement would nullify the existing public easement.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
--	--	-------------------------------------

FISCAL NOTE:

None.

STAFF RECOMMENDATION:

Due to the changes of usage and new development in the area, staff recommends that the City Council approve Resolution 2020-44, approving a Public Access Agreement with Kitson Holdings, LLC.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2020-44, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 44
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING A PUBLIC ACCESS AGREEMENT WITH KITSON HOLDINGS, LLC**

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

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

WHEREAS, on March 17, 2008, City Council adopted Resolution No. 2008-15, approving an easement agreement with Raymond G. Kitson, of Kitson Holdings, LLC, for an area located southeast of 228 N. F Street, owned by Kitson Holdings, LLC (“Owner”), with the intention of making the area available for public pedestrian and recreational purposes without charge; and

WHEREAS, the City and Owner now wish to amend that agreement between the parties to clarify maintenance responsibility, additional uses and specific conditions, by approving and entering into a “Public Access Agreement” with Owner, attached hereto as **Exhibit A**.

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

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

Section 2. City of Salida Resolution 2008-15 is hereby repealed and replaced by this Resolution 2020-44.

Section 3. The City hereby approves and authorizes the Mayor to sign the Public Access Agreement between the City of Salida and Kitson Holdings, LLC, attached hereto as **Exhibit A**.

RESOLVED, APPROVED, AND ADOPTED this 15th day of December, 2020.

CITY OF SALIDA

By: _____

P.T. Wood, Mayor

[SEAL]

ATTEST: _____

City Clerk/Deputy City Clerk

Exhibit A

Public Access Agreement between City of Salida and Kitson Holdings, LLC

PUBLIC ACCESS AGREEMENT

THIS PUBLIC ACCESS AGREEMENT (the “Agreement”) is made this ____ day of December, 2020, by and between **THE CITY OF SALIDA**, a Colorado statutory municipality (the “City”), and **KITSON HOLDINGS, LLC**, a Colorado Limited Liability Corporation (the “Owner”), (collectively the “Parties.”)

RECITALS

A. The Owner is the record title owner of 228 N. F Street, City of Salida, Chaffee Colorado (the “Property”).

B. On March 17, 2008 the City adopted Resolution 2008-15 thereby entering into a trail easement agreement with Raymond G. Kitson, of Kitson Holdings, LLC, for an area located at the Property, southeast of 228 N. F Street, more particularly described as Exhibit A of the Agreement recorded at reception number 373385 of the Chaffee County Recorder’s Office, noted as “the Public Access Area” within this Agreement.

C. The City and the Owner mutually agree to amend that agreement and to allow additional uses and clarify maintenance responsibility within the real property depicted in the area shown on **Exhibit A**, attached hereto (the “Public Access Area”), as set forth within this Public Access Agreement. **Exhibit A** is hereby incorporated into and made a part of this Agreement.

D. The Public Access Area depicted and described on **Exhibit A** is a part of the Property.

E. The City currently maintains the current Public Access Area, and it is open for accessible use by the general public.

F. The City desires to continue to have an accessible public pedestrian right of way upon the Public Access Area depicted in **Exhibit A**.

G. The Owner desires to continue to grant public access to the City for the continued use Public Access Area, for an accessible public pedestrian right of way upon the Public Access Area; the Owner now desires to be responsible for maintenance of the Public Access Area; and the City desires to accept such easement, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, THE CITY AND THE OWNER AGREE AS FOLLOWS:

1. Consideration and Conveyance of Public Access. In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the City, the right of public access for the purposes described in paragraph 3 below, over, under, upon and across all of that portion of the Property (as defined in aforementioned Recital “A” hereof) that is depicted and described on the attached **Exhibit A**.

2. Previous Trail Easement Agreement. This Agreement replaces, repeals and nullifies the previous trail easement agreement between the Parties, recorded at reception number

373385 of the Chaffee County Recorder's Office, and approved by the Salida City Council on March 17, 2008 through the adoption of Resolution 2008-15.

3. The City's Use of the Public Access Area. The Public Access Area shall be used as an accessible public pedestrian right of way, in a manner as the City shall determine to be reasonably required in connection with the City's use of the Public Access Area for such purposes, and as provided for within this Agreement.

4. Owners' Use of the Public Access Area. The Public Access hereby granted is exclusive, subject to the Conditions provided for herein. In recognition of the fact that the City's permitted use of the Public Access Area is for public purposes, the parties agree that no private use by the Owner, other than as provided for within Section 5 of this Agreement, is permitted within the Public Access Area. Notwithstanding the foregoing, Owner shall be responsible for the maintenance and repair from time to time of the Public Access Area, as necessary.

5. Conditions. The Parties further agree that Owner shall utilize the Public Access Area for moveable tables, seating, displays and bike racks, as long as six (6) feet of unobstructed access is maintained through the Public Access Area. Balconies and roof overhangs may encroach into the Public Access Area, at least nine (9) feet above grade. The Parties agree that Owner may request, through signage or otherwise that people are walking their bicycles through the Public Access Area, and not smoking within the Public Access Area.

6. Benefits and Burdens to Run with the Land. The provisions of this Agreement, including all benefits and burdens, are intended to be real covenants running with the land to which they pertain, and each of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their heirs, executors, administrators, personal representatives, successors and assigns to the land to which they pertain. The parties to this Agreement agree that each of the provisions of this Agreement shall be subject to specific enforcement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

OWNER:

By: Raymond G. Kitson
For: Kitson Holdings, LLC

STATE OF COLORADO)
)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as president, of Owner.

Notary Public
My Commission Expires:

CITY OF SALIDA, COLORADO:

P.T. Wood, Mayor

ATTEST:

Erin Kelley, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

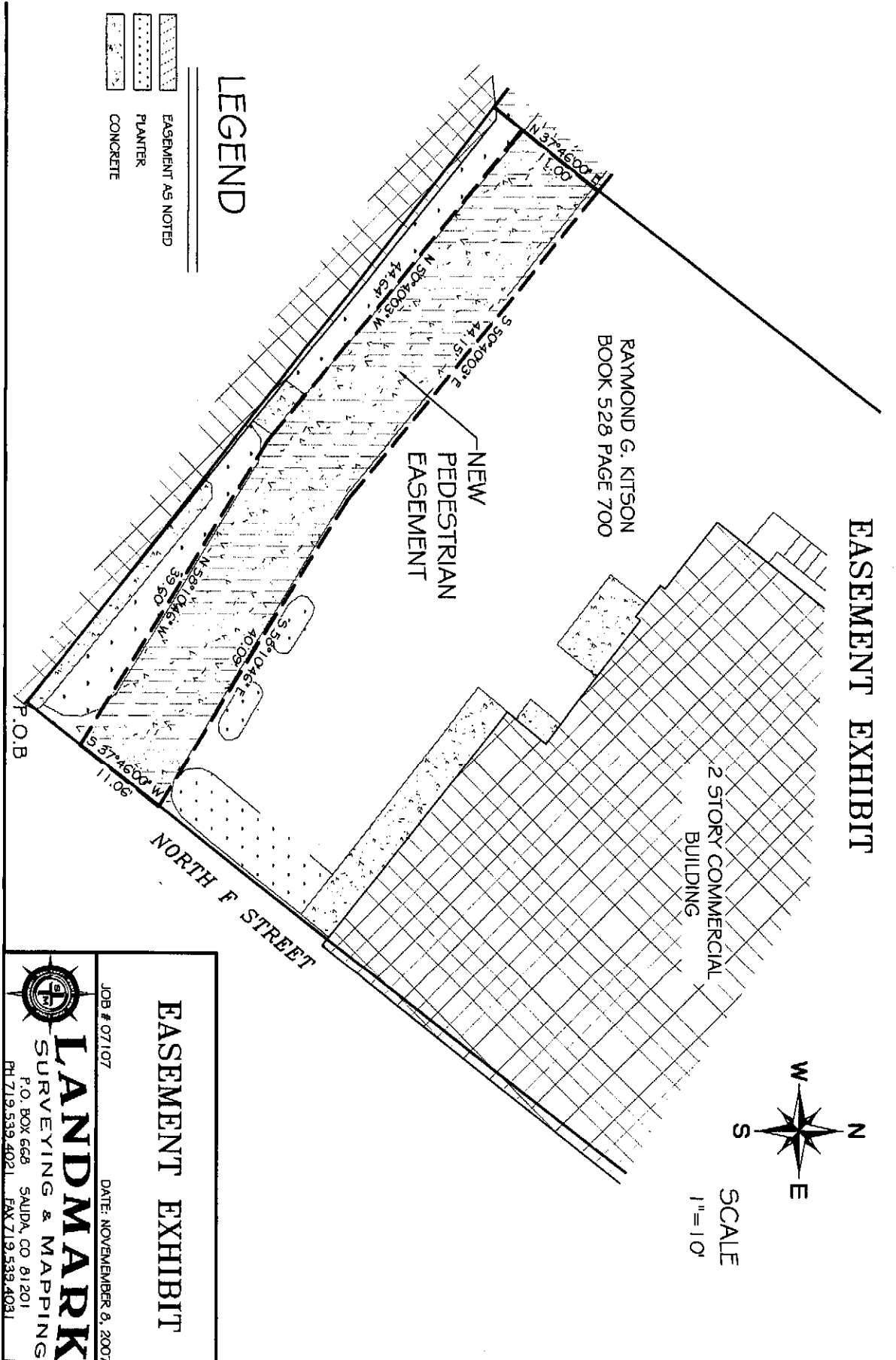
The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by P.T. Wood, as Mayor, and Erin Kelley, as City Clerk of the City of Salida, Colorado.

Notary Public

My Commission Expires:_____

Exhibit A
Public Access Area

[attached]



RESOLUTION NO. 15
(Series 2008)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY
OF SALIDA, COLORADO, AUTHORIZING THE MAYOR TO
SIGN A TRAIL EASEMENT AGREEMENT WITH RAYMOND
G. KITSON**

WHEREAS, The City of Salida seeks a permanent easement for the installation, construction, operation, use inspection, repair, maintenance, and removal of improvements for a bicycle and pedestrian trail on the property described in the enclosed Exhibits, and

WHEREAS, It is the intention of the parties to make the easement available to the public for recreational purpose without charge and to limit the parties' liability toward persons entering thereon for such purposes as allowed under Colorado Owners of Public Areas Act C.R.S. 33-41-101

WHEREAS, The enclosed Easement outlines the terms agreed to between the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO THAT AUTHORIZES THE MAYOR TO SIGN A TRAIL EASEMENT AGREEMENT WITH RAYMOND G. KITSON FOR THE PORTION OF PROPERTY DESCRIBED THEREIN.

RESOLVED, APPROVED AND ADOPTED this 17th day of March, 2008.



ATTEST:

Janella Martinez
Janella Martinez, City Clerk

CITY OF SALIDA

By: *Thomas Effenkey*
Acting Mayor Pro Tem

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That RAYMOND G. KITSON, ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, subject to all of the terms and conditions hereof, to the CITY OF SALIDA, a Colorado municipal corporation, its successors and assigns, ("Grantee"), a permanent easement for the installation, construction, operation, use, inspection, repair, maintenance and removal of improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, upon, over, under and across the following described property which the Grantor owns, which easement is more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference. The main trail measures eleven (11) feet in width. Said easement area or premises contains approximately 926.7 square feet. In addition, a maintenance easement shall be granted for twelve additional inches on either side of the trail. This will allow for access for forms or equipment to maintain, repair, or replace the surface.

PURPOSE: This shall be a recreational trail easement for pedestrian and human powered vehicle use. The use of the recreational trail by emergency vehicles, maintenance equipment and vehicles specifically designed for handicap mobility is also permitted.

THE PARTIES, for themselves and their successors and assigns, do hereby additionally covenant and agree that:

1. Grantee shall maintain and repair the entire easement area, and litter removal to the same standard of care as other trails within the City to include power washing after events if necessary, snow removal and leaf removal.
2. Grantee may make other improvements incidental to the use and enjoyment of the walkway upon mutual agreement with the Grantor, so long as these improvements do not interfere with the Grantor's use of its property and do not unreasonably interfere with Grantor's reasonable concurrent use of the easement incidental to its use of its property.
3. Grantee may place and maintain modest, neat and appropriate directional and/or regulatory signage in and about the easement premises as deemed reasonably necessary to regulate the public use and enjoyment of the walkway to be installed and/or developed by Grantee under this Agreement. No new signs, except regulatory signs, will be placed without Grantor permission. Such signage shall be promptly removed by Grantee in the event this Agreement terminates or expires, or in the event Grantee abandons the use of the easement premises.
4. Grantee shall not use the easement for any other purpose except as contemplated herein and shall restore the surrounding area of the above-described property following any construction, repair or maintenance to a condition substantially equivalent to its condition

immediately preceding entry by the Grantee, and that Grantee shall repair or replace all improvements of Grantor that are disturbed or damaged in the exercise of the rights and privileges herein granted.

5. As between Grantor and Grantee, Grantee shall bear full responsibility for the use and enjoyment of the above-described easement and, to the extent permitted by law, shall hold harmless and indemnify Grantor from any claim, damage, liability or loss to person or property resulting from the use, possession or occupancy of the easement premises by Grantee and/or its employees, agents, invitees or easement users; except that nothing herein shall require Grantee to hold harmless or indemnify Grantor for claims, injuries, damages or losses arising from Grantor's own negligent acts, omissions or errors, and such indemnification shall extend only to the extent that proceeds of a policy of insurance or self-insurance are available for such purpose. Moreover, nothing herein is intended or shall be construed to abrogate or diminish the protections and limitations provided to Grantor under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any other law.

6. That the covenants and agreements herein contained are for the benefit of the Grantor and Grantee only, and do not create any obligations or duties to persons not parties hereto.

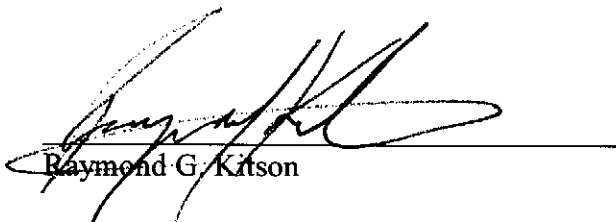
7. That Grantor herein reserves to itself, its successors and assigns, the right to enter upon, occupy, utilize the easement for vehicular access, and use said property any and all purposes not inconsistent with the rights and privileges herein granted.

8. That if the easement is no longer used by the Grantee for the purposes stated herein for a period of one (1) year, the easement shall be considered permanently abandoned, and all right, privilege and interest shall revert to the Grantor.

9. That it is the intention of the parties to make the land of the easement available to the public for recreational purposes without charge and to limit the parties' liability toward persons entering thereon for such purposes as allowed under the Colorado Owners of Recreational Areas Act, C.R.S. § 33-41-101, *et seq.*, should either or both of the parties become subject to a claim for loss, damage or injury to persons or property arising from the public's use of the easement premises.

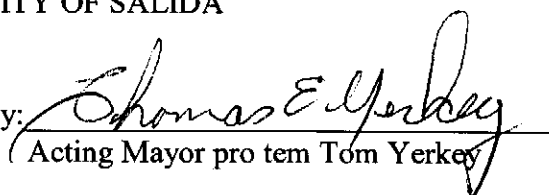
IN WITNESS WHEREOF, the parties hereto hereby execute this Easement Agreement on the day and year first above written.

GRANTOR:


Raymond G. Kitson

GRANTEE:

CITY OF SALIDA

By: 
Acting Mayor pro tem Tom Yerkey

373385
4 of 63/28/2008 3:00 PM
RESOL R\$31.00 D\$0.00JOYCE M. RENO
Chaffee County Clerk

ATTEST:

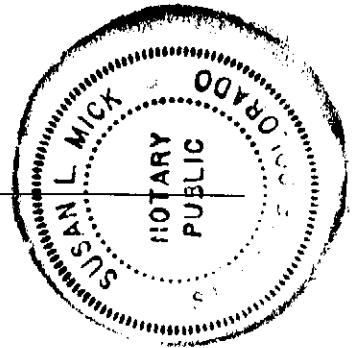
Janelle A. Martinez
Janelle Martinez, City Clerk

STATE OF COLORADO :
: ss.
COUNTY OF CHAFFEE :

Subscribed and sworn to before me this 20th day of March, 2008,
by Raymond G. Kitson, Grantor.

My Commission expires: 01-27-2012

Susan L. Mick
Notary Public

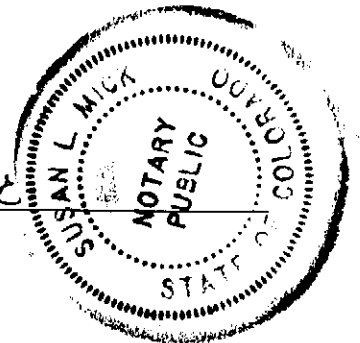


STATE OF COLORADO :
: ss.
COUNTY OF CHAFFEE :

Subscribed and sworn to before me this 19th day of March, 2008 by
Tom Yerkey, Acting Mayor pro tem, City of Salida, Grantee.

My Commission expires: 01-27-2012

Susan L. Mick
Notary Public





373385
5 of 6

3/28/2008 3:00 PM
RESOL R\$31.00 D\$0.00

JOYCE M. RENO
Chaffee County Clerk

Item 7.

**LEGAL DESCRIPTION
OF A
PEDESTRIAN EASEMENT**

A PEDESTRIAN EASEMENT LOCATED WITHIN THE PARCEL DESCRIBED AT RECEPTION NUMBER 331214 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK AND RECORDER, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF SACKETT AVENUE AND THE WEST RIGHT-OF-WAY OF 'F' STREET;

THENCE NORTH 37°46'00" EAST ALONG THE WEST RIGHT OF WAY OF 'F' STREET, A DISTANCE OF 123.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL DESCRIBED AT RECEPTION NUMBER 331214;

THENCE CONTINUING NORTH 37°46'00" EAST ALONG THE WEST RIGHT OF WAY OF 'F' STREET, A DISTANCE OF 7.43 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 58°10'46" WEST, A DISTANCE OF 39.60 FEET;

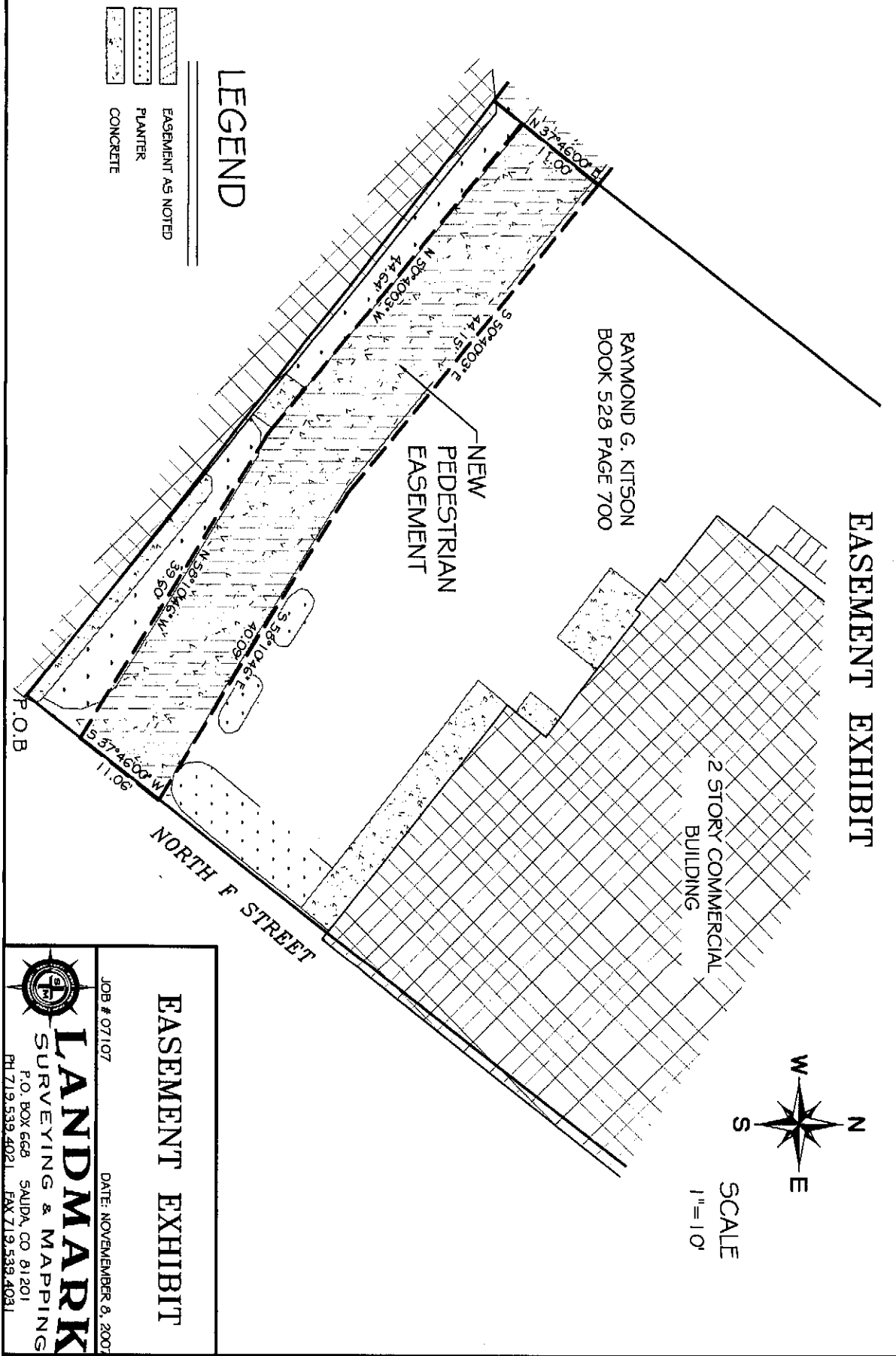
THENCE NORTH 50°40'03" WEST, A DISTANCE OF 44.64 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL DESCRIBED AT RECEPTION NUMBER 331214;

THENCE NORTH 37°46'00" EAST ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 11.00';

THENCE SOUTH 50°40'03" EAST, A DISTANCE OF 44.15 FEET;

THENCE SOUTH 58°10'46" EAST, A DISTANCE OF 40.09 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL DESCRIBED AT RECEPTION NUMBER 331214;

THENCE SOUTH 37°46'00" WEST ALONG SAID SOUTHEASTERLY BOUNDARY, A DISTANCE OF 11.06 FEET TO THE POINT OF BEGINNING.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020:

ORIGINATING DEPARTMENT:

Finance Department

PRESENTED BY:

Aimee Tihonovich

ITEM:

2020 Budget Amendment to the General Fund. Increase budget and appropriation of the Economic Development Fund

BACKGROUND:

The 2020 budget adopted did not anticipate receiving Coronavirus Aid, Relief, and Economic Security (CARES) funding or CDOT funding (downtown revitalization) funding. In order to spend this unanticipated revenue, the budget needs to be amended and the additional spending appropriated. Within the Economic Development Fund, additional budget needs can be summarized as follows:

Chaffee County Community Foundation (CCCF) challenge Grant	\$ 25,000
City Business Relief Fund grants to businesses	265,371
CCCF Coronavirus Relief Fund contribution	91,760
Downtown assistance (CDOT funded)	42,000
Currently uncommitted CARES funds (placeholder)	60,733
Total Coronavirus relief efforts within Economic Development Fund	\$ 484,864
2020 Contingency Budget line item within fund	(136,000)
Budget Amendment necessary	<u>\$ 348,864</u>
Round to	<u>\$ 350,000</u>

FISCAL NOTE:

There is no impact to the overall City budget, Revenues are increased by the same amount as the expenses.

STAFF RECOMMENDATION:

Staff recommends adopting the resolution.

SUGGESTED MOTION:

After a hearing is held on the Budget Amendment, it is recommended that a City Councilperson make a motion to adopt the Resolution 2020-45 to amend the 2020 budget.

ATTACHMENT

Resolution

CITY OF SALIDA, COLORADO
RESOLUTION NO. 45
(Series 2020)

**AN AMENDMENT TO RESOLUTION 2019-62 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND
FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2020**

WHEREAS, City Council adopted Resolution No. 2019-62, dated December 3, 2019 establishing the Budget and appropriations by fund for the City of Salida operations in calendar year 2020; and

WHEREAS, this Council, by Resolution No. 2020-38, dated October 20, 2020, amended the budget and appropriations for calendar year 2020; and

WHEREAS, C.R.S. Section 29-1-109 requires that changes to the budget due to any transfer, supplemental appropriation, or revised appropriation be made by ordinance or resolutions; and

WHEREAS, this Council has determined a second amendment to the 2020 budget and appropriations for the Economic Development fund is necessary in order to appropriate spending related to Coronavirus relief efforts in the community such spending to be fully reimbursed with grant revenue funds not anticipated in the budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salida, Colorado that the budgets and appropriations by fund for Calendar Year 2020 be amended as follows:

Fund	Original Budget Reso No. 2019-62	1st Amendment Reso 2020-38	Amount of this Change	Amended Budget & Appropriation
Estimated Revenues:				
General Fund	\$ 8,269,700	\$ 434,500		\$ 8,704,200
Water Fund	\$ 4,064,600			\$ 4,064,600
Wastewater Fund	\$ 1,927,000			\$ 1,927,000
Arts & Culture Fund (SteamPlant)	\$ 765,900	\$ (765,900)		\$ -
Conservation Trust Fund	\$ 61,200			\$ 61,200
Streets Fund	\$ 2,888,200			\$ 2,888,200
Capital Improvement Fund	\$ 3,075,000			\$ 3,075,000
Economic Development Fund	\$ 136,200		\$ 350,000	\$ 486,200
Lodging Tax Fund	\$ 420,000			\$ 420,000
Housing Fund	\$ 50,000			\$ 50,000
Estimated Expenditures:				
General Fund	\$ 10,530,700	\$ 434,500		\$ 10,965,200
Water Fund	\$ 4,271,200			\$ 4,271,200
Wastewater Fund	\$ 2,520,200			\$ 2,520,200
Arts & Culture Fund (SteamPlant)	\$ 765,900	\$ (765,900)		\$ -
Conservation Trust Fund	\$ 281,200			\$ 281,200
Streets Fund	\$ 2,857,700			\$ 2,857,700
Capital Improvement Fund	\$ 3,075,000			\$ 3,075,000
Economic Development Fund	\$ 266,300		\$ 350,000	\$ 616,300
Lodging Tax Fund	\$ 420,000			\$ 420,000
Housing Fund	\$ -			\$ -

APPROVED AND PASSED this 15th day of December, 2020 by a vote of _____ to _____.

CITY OF SALIDA, COLORADO

By: _____
P.T. Wood, Mayor

ATTEST:

Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020:

ORIGINATING DEPARTMENT:	PRESENTED BY:
Arts and Culture	Michael Varnum

ITEM: Resolution 2020-46- A Resolution of the City Council for the City of Salida, Colorado Approving Citizen Appointments to the Public Art Commission

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

- (a) Members to 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 is one position open on the Commission with a term length of one year.

FISCAL NOTE:

N/A

STAFF RECOMMENDATION:

Staff Recommends making an appointment to the Public Art Commission

SUGGESTED MOTIONS:

A Council member should make a motion "to adopt Resolution 2020-46: a Resolution of the City Council of the City of Salida, Colorado appointing a member to the Public Art Commission.

Followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 2020- 46**

**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 12/15/2021

RESOLVED, APPROVED, AND ADOPTED this 15th day of December 2020

City of Salida

By:

P.T. Wood,
Mayor.

[Seal]

Attest: _____
City Clerk/Deputy City Clerk



**APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS**

DATE 4/23/15
NAME Martin Jolley
ADDRESS 811 G. St.
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) _____ (work) _____
(cell) 816-419-7966
FAX # _____ E-MAIL jolley.2001@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"/> Steam Plant 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):

Business - Retired from Univ of MO - Kansas City
28 years @ UMKC - Director - 2007
the Institute for Professional
Preparation - Taught Basic
Medical Sciences
Personal - Currently on the Board of Directors
- @ the Orient Land Trust
- Teaching Co - 38 years

PERSONAL AND JOB RELATED INTERESTS:

I have been painting and sculpting for about 15 years. This has been a "new" direction for me. My background is in the hard sciences although as a kid I drew & doodled constantly.

One of our daughters gave me a set of oils about 10 years ago & I have been painting since.

REASONS FOR APPLYING:

I have been asked by William Baddy to be part of this commission.

I have organized 4 Art Benefits for OLT since October, 2014. Upcoming benefit at the Denver Art Society Coop Friday, April 24, 2015.

I believe I can be helpful both from an artistic point of view but also the business end.

Thank you for applying. Salida City Council

Please return the completed application to:

christian.samora@cityofsalida.com

- Or -

Deputy City Clerk

City Hall

448 E. 1st Street, Suite 112

Salida, CO 81201

Martin Jolley

Public Art Commission

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

To determine and submit the Requests For Proposals for artists and others to be able to share their suggestions for Art to be placed in the Salida Creative District and to select those proposals which can be funded.

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

I believe that Public Art is essential to maintain the creative energy in Salida which in turn feeds the Heart of our town.

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

I served on the Commission until I joined the Salida Council for The Arts. Joining the PAC was suggested to me by William Boddy. He thought my perspective as a non-professional artist might bring a new view. I also enjoy being involved in this artistic community. I have finished my term with SCFTA and would have the time required for meetings and associated needs.

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

Aside from much of what is around town, I find street sculptures like several in Denver - the dancers and the big blue bear; the xylophones that are in Telluride and Estes Park; many of the murals like Josh Been's and Curtis Killorn's trees, and functional art like bike racks, bridges, and benches and tables. Those pieces that catch folks eyes and draw them in to the site. I would also like to see more mobiles, more interactive art and perhaps other transient, repeatable art along the lines of Ballcano.

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

-see #3-



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
--	--	-------------------------------------

ITEM:

Resolution 2020-47 – Approving Citizen Appointments to the Chaffee Housing Authority Pursuant to Section 2-7-10 of the Salida Municipal Code

BACKGROUND:

Pursuant to provisions of the Salida Municipal Code, along with the Intergovernmental Agreement (IGA) approved under Resolution 2020-35 that created the Chaffee Housing Authority, the Salida City Council has authority to appoint two citizens to the Board of Directors of the CHA, along with at least one alternate to represent the City's interests on the Board. The Board of Directors is made up of nine (9) members, each representing either the City of Salida, Town of Buena Vista, Chaffee County, or an at-large position. The two citizens appointed by this Resolution would represent the City of Salida's seats on the Board.

The City Council received interest from eight (8) candidates for the two open seats:

- Stephanie Davis
- Emily Marquis
- Craig Nielson
- Patrick Post
- Eileen Rogers
- Tobie Thurman
- Justin Veltri

The open seats would include a one-year term and a two-year term, with those members eligible for reappointment at the City Council's discretion once the initial terms are completed.

FISCAL NOTE:

None.

STAFF RECOMMENDATION:

Staff recommends that the City Council appoint two members to the Chaffee Housing Authority, along with at least one alternate member to ensure continuity of operations. Staff encourages the City Council to consider appointing one current City Councilmember to the Board, along with a staff member to be appointed as the alternate Board member to ensure continuity and alignment with the affordable housing goals of the City Council.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
--	--	-------------------------------------

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2020-47, approving the following appointments to the Chaffee Housing Authority:

1. _____ as a member of the Board of Directors of the Chaffee Housing Authority, with a term to expire on January 1, 2022.
2. _____ as a member of the Board of Directors of the Chaffee Housing Authority, with a term to expire on January 1, 2023.
3. _____ as an alternate member of the Board of Directors of the Chaffee Housing Authority, with a term to expire on January 1, 2023.

followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 47
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING CITIZEN APPOINTMENTS TO THE CHAFFEE HOUSING AUTHORITY
PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE**

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

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida’s boards and commissions; and

WHEREAS, on October 6, 2020, the City Council approved Resolution 2020-35, approving an Intergovernmental Agreement (IGA) creating a Multi-Jurisdictional Housing Authority, to be known as the Chaffee Housing Authority, in conjunction with Chaffee County and the Town of Buena Vista; and

WHEREAS, the IGA allows for the City Council to appoint two citizens to the Board of Directors of the Chaffee Housing Authority, along with an alternate representative; and

WHEREAS, after soliciting and interviewing candidates, the City Council wishes to fill the two vacant Board of Directors vacancies, along with an alternate representative; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida and Chaffee County through participation in the Chaffee Housing Authority; and

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

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

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

Section 2. The Salida City Council hereby appoints _____ as a member of the Board of Directors of the Chaffee Housing Authority; term to expire January 1, 2022.

Section 3. The Salida City Council hereby appoints _____ as a member of the Board of Directors of the Chaffee Housing Authority; term to expire January 1, 2023.

Section 4. The Salida City Council hereby appoints _____ as an alternate member of the Board of Directors of the Chaffee Housing Authority; term to expire January 1, 2023.

RESOLVED, APPROVED, AND ADOPTED this 15th day of December, 2020.

CITY OF SALIDA

By: _____

P.T. Wood, Mayor

[SEAL]

ATTEST: _____

City Clerk/Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration,
Community Development

PRESENTED BY:
Nina Williams

ITEM:

Ordinance 2020-13, Approving the Transfer and Conveyance of Real Property, Located at M Street and W. Third Street, from the City of Salida to the Chaffee Housing Trust

BACKGROUND:

The subject property, owned by the City, is located at the corner of M Street and W. Third Street and is approximately 16,769 square feet, or .38 acre.

On August 18, 2020, City Council adopted Ordinance 2020-10, rezoning a portion of the property from R-1 (Single Family Residential District) to R-2 (Medium Density Residential District), and Ordinance 2020-11, vacating a portion of E. Crestone Avenue, which then became a part of the subject property.

On November 23, 2020, the Planning Commission approved, with conditions, a limited impact review for a new six-unit affordable residential development, to consist of 4 separate buildings, including a duplex, a primary residence with an attached ADU, and two single-family dwellings.

Subsequently, the City administratively approved the lot line elimination between the two-City owned lots at M Street and W. Third Street, resulting in a single lot.

The Plat of the subject property and lot was recorded with the Chaffee County Clerk and Recorder on December 9, 2020, at Reception No. 465349. Prepared by Landmark Surveying & Mapping, this is included in the packet for your reference.

Pursuant to Council's direction, the City Attorney will ensure that the proper conditions, terms and agreements are recorded when the property is transferred from the City to the Chaffee Housing Trust (CHT). This will ensure the timely construction of the residential units, for sale or rental to households earning at or below 80% of the Area Median Income (AMI) in perpetuity.

In addition, the actual transfer and conveyance of the property will not occur until the relevant improvements within M Street are completed. The City will be responsible for relocating the water line at M Street, and for the reconstruction and paving of M. Street. CHT will pay for the relocation of the sewer line from East Crestone Avenue to M Street before the property transfer, and will complete the construction of sidewalks along M and W. Third Street prior to the issuance of Certificate of Occupancy.

Fiscal Note:

Estimates for the City's responsible portion of the right-of-way improvements, still yet to be bid, are between \$90,000 and \$115,000. Other costs, including engineering and design, surveying and appraisals, were around \$12,000.

The appraised land value for the two original City-owned lots was \$122,000.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT:Administration, Community
Development**PRESENTED BY:**

Nina Williams

STAFF RECOMMENDATION:

Due to the rapidly increasing cost of living over the last few years, the Salida City Council has consistently advocated and adopted, as an essential priority and fundamental goal, the increased development and availability of affordable housing for the City's workforce. After a lengthy public process over the last two years, with community input, Council has identified this property as potential for an affordable housing development, and specifically tasked staff with pursuing the necessary applications and drafting for same.

Staff recommends approval of Ordinance 2020-13 on first reading.

SUGGESTED MOTION:

"I move to approve Ordinance 2020-13, Approving the Transfer and Conveyance of Real Property, Located at the Intersection of M Street and W. Third Street, from the City of Salida to the Chaffee Housing Trust, on first reading and setting a public hearing and second reading for January 5, 2021."

CITY OF SALIDA, COLORADO
ORDINANCE NO. 13
(Series of 2020)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY, LOCATED AT THE INTERSECTION OF M STREET AND W. THIRD STREET, FROM THE CITY OF SALIDA TO THE CHAFFEE HOUSING TRUST, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID SALE

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

WHEREAS, pursuant to Colorado Revised Statutes § 31-15-713, the City, acting by and through its City Council ("Council"), possesses the authority to sell and dispose of real estate owned by the City by ordinance, where the real property was not used or held for park purposes or any governmental purpose; and

WHEREAS, the City owns certain real property within the City at the intersection of M Street and W. Third Street (the "Property"), more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, over the last few years, the City Council has consistently adopted as an essential priority and fundamental goal the increased development and availability of affordable housing for the City's workforce; and

WHEREAS, in furtherance of these goals, the City and the Chaffee Housing Trust are negotiating agreements under which the City will convey the Property to Chaffee Housing Trust for the purpose of constructing a new six unit residential development, which will be for sale or rental to households earning at or below 80% of the Area Median Income (AMI) in perpetuity; and

WHEREAS, the City Council finds and determines that the Property has not been a public park, and is not, or has not been, used or held for any governmental purpose; and

WHEREAS, the City Council therefore desires to approve the transfer and conveyance of the Property conditioned upon execution of a development agreement and the completion of certain improvements at M Street and W. Third Street.

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

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

Section 2. **Conveyance of real property.** Pursuant to Colorado Revised Statutes § 31-15-713, the City Council hereby approves the conveyance and transfer of the real property described on **Exhibit A**, to the Chaffee Housing Trust, and authorizes and directs the Mayor to execute a quit claim deed and such other instruments as necessary to effect such conveyance, in form approved by the City Attorney.

Section 3. **Development Agreement Approved.** In connection with the sale of Property approved by Section 2 above, and in order to ensure the timely construction of the new six unit residential development, for sale or rental to households earning at or below 80% of the Area Median Income (AMI) in perpetuity, the City Council hereby authorizes and directs the Mayor to execute a development agreement and any associated documents, in form approved by the City Attorney.

Section 4. **Conditions of Approval of Sale of Property.** The transfer and conveyance of property and execution of deed approved by Section 2 above is expressly contingent upon the satisfaction of all of the following conditions precedent: (1) the execution of a development agreement, and any associated documents, in form approved by the City Attorney; (2) the completion of improvements at M Street and W. Third Street, including (a) the relocation of sewer line from East Crestone Avenue to M Street (final cost to be paid for by Chaffee Housing Trust prior to transfer); (b) relocation of water line within M Street (to be paid for by City); and (c) reconstruction and paving of M Street, meeting alignment and grades approved by Public Works (to be paid for by City).

Section 5. **Severability.** The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on December 15, 2020, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2020 and set for second reading and public hearing on the 5th day of January, 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL BY TITLE ONLY by the City Council on this 5th day of January, 2021.

City of Salida

Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION
OF A
TRACT OF LAND

A PORTION OF STRIP "C" OF EDDY BROTHER'S ADDITION AND THE VACATED PORTION OF CRESTONE AVENUE EAST, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF LOTS 3 AND 4 OF SAID STRIP "C" AND THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST 3RD STREET, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST 3RD STREET AND THE NORTHWESTERLY RIGHT-OF-WAY OF L STREET, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 41°29'27" WEST, A DISTANCE OF 150.40 FEET;

THENCE SOUTH 43°56'04" WEST, ALONG THE COMMON LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 91.78 FEET TO A POINT BEING MARKED BY A 1 ¾" STEEL DISC STAMPED LS 6753;

THENCE NORTH 46°03'38" WEST, A DISTANCE OF 150.05 FEET TO THE COMMON LINE OF LOTS 6 AND 7 OF SAID STRIP "C", BEING MARKED BY A 1 ¾" STEEL DISC STAMPED LS 6753;

THENCE NORTH 42°46'42" EAST, ALONG SAID LINE OF LOTS 6 AND 7, A DISTANCE OF 9.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF CRESTONE AVENUE EAST AS VACATED, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 6753;

THENCE NORTH 18°46'13" EAST, A DISTANCE OF 60.27 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CRESTONE AVENUE EAST AS VACATED AND THE SOUTHEASTERLY RIGHT-OF-WAY OF M STREET;

THENCE NORTH 49°12'02" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF M STREET, A DISTANCE OF 47.25 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST 3RD STREET;

THENCE SOUTH 39°44'16" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF WEST 3RD STREET, A DISTANCE OF 172.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 16816 SQUARE FEET, MORE OR LESS.

PREPARED BY:

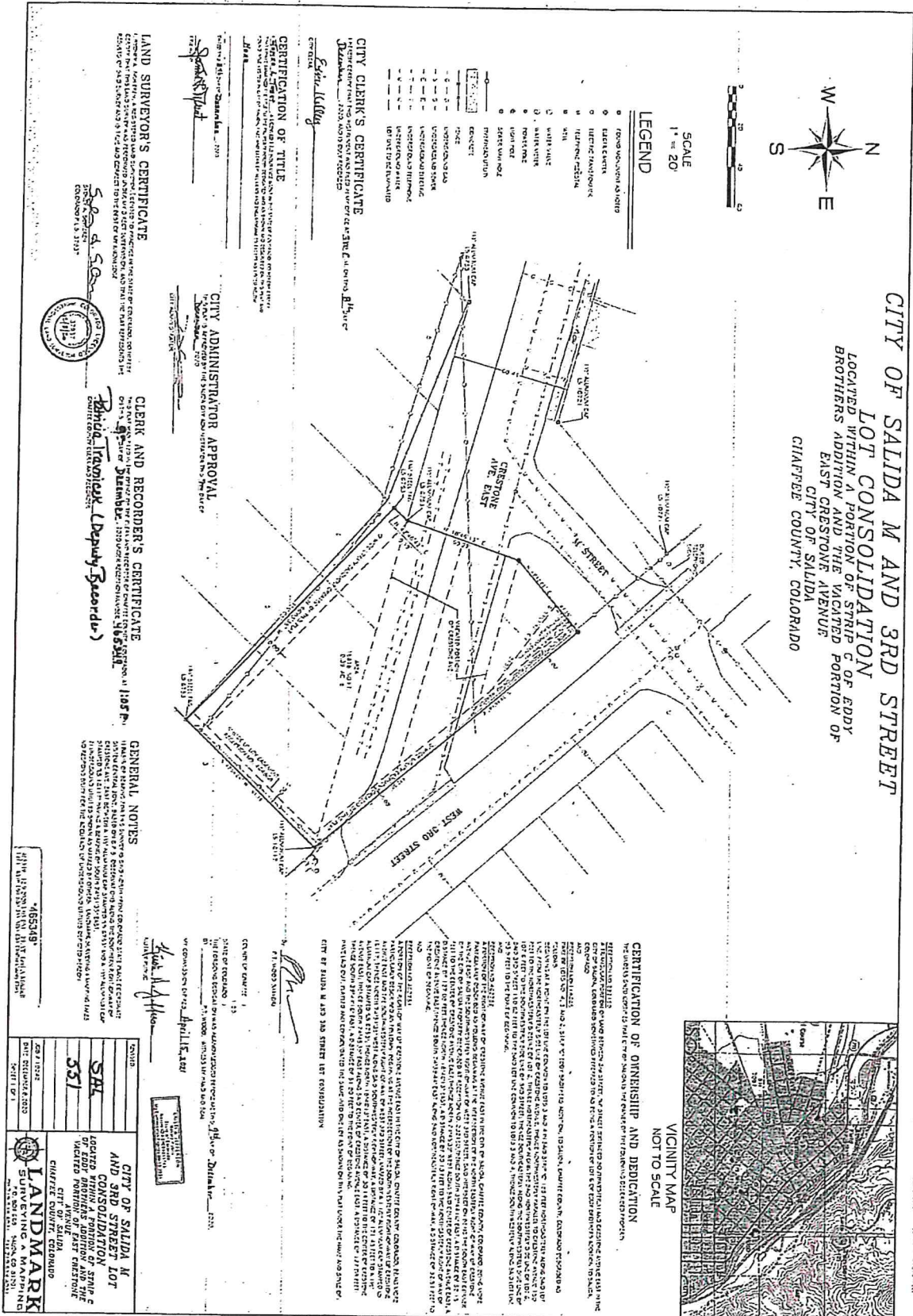
 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

EXHIBIT B

Informational graphic of Property



Plat





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
--	--	-------------------------------------

ITEM:

Ordinance 2020-14 – An Ordinance of the City Council of the City of Salida, Colorado, Approving a Lease of Real Property, Located at 232 G Street, From the City of Salida to Rivian, LLC, and Authorizing the Execution of a Charging Station Lease Agreement in Connection Thereto

BACKGROUND:

As the City Council is aware, the City of Salida was approached by Rivian, LLC, manufacturers of electric vehicles (EVs) about the possibility of leasing a portion of property owned by the City to install an EV charging station as part of Rivian's new "adventure network". Staff, including the City Attorney and Public Works Director, were provided direction for negotiations with Rivian representatives to establish lease parameters in line with the City Council's goals for cultivating additional EV charging stations throughout the community. After looking at multiple sites, the negotiators identified the existing parking lot between 2nd and 3rd Streets, adjacent to Safeway and the Monarch Spur Trail, as an ideal location for siting the EV charging station infrastructure.

The terms of the lease (attached hereto) include the following:

- Rivian will construct eight (8) charging stations within the lease area. The construction of these charging stations, along with their appurtenances, will occupy an area that currently contains eighteen (18) existing parking spaces. However, it should be noted that the majority of loss of parking will be to accommodate a Rivian vehicle towing a trailer.
- Four (4) of the charging stations will be Level 3 chargers, which are capable of quickly charging most EVs in approximately an hour. The Level 3 chargers are currently proposed to be exclusively for the use of Rivian vehicles only. The remaining four (4) charging stations will be Level 2 chargers, which require more time to charge EVs (a full charge can take many hours). The Level 2 chargers will be open to use by any EV driver of any type of car (Chevrolet, Tesla, etc.). Rivian reserves the right to allowing all EVs to utilize the Level 3 chargers, at Rivian's discretion.
- A one-time payment of \$50,000 to the City for leasing the site, along with a one-time payment of \$2,700 to the City for the purpose of installing six (6) trees along the Monarch Spur Trail for aesthetic improvements.
- Rivian has agreed that following construction of the charging station, they will resurface the entire City-owned parking lot between 2nd and 3rd Streets with a "slurry seal" to ensure long-term viability of the parking surface.
- The initial term of the lease will be for ten (10) years, with an automatic renewal for another five (5) years unless either party provides notice of termination.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 15, 2020

ORIGINATING DEPARTMENT: Administration		PRESENTED BY: Drew Nelson
--	--	-------------------------------------

FISCAL NOTE:

\$50,000 in revenues to the City of Salida, along with \$2,700 that will be designated for tree plantings to help beautify the site.

STAFF RECOMMENDATION:

The City Council has regularly expressed its goals of expanding and improving access to EV charging stations throughout Salida to encourage the expansion of EV use in our community in an effort to combat the effects of climate change and reduce greenhouse gas emissions. Staff believes that this lease is another incremental step to increase the viability of EVs replacing carbon-emitting vehicles from our transportation inventory. In addition, Rivian's vehicle mix includes trucks and sport utility vehicles, which many visitors to Salida and Chaffee County prefer to drive for purposes of recreation and entertainment. Enticing Rivian drivers to visit Salida and Chaffee County will encourage more spending in our community as well as increase recognition of Salida's reputation as a recreation-focused destination.

Staff recommends approval of Ordinance 2020-14 and the accompanying Charging Station Lease Agreement.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Ordinance 2020-14 on first reading and setting a public hearing for January 5, 2021, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 14
(Series of 2020)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING A LEASE OF REAL PROPERTY, LOCATED AT 232 G STREET, FROM
THE CITY OF SALIDA TO RIVIAN, LLC, AND AUTHORIZING THE EXECUTION OF
A CHARGING STATION LEASE AGREEMENT IN CONNECTION THERETO**

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

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

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

WHEREAS, the City owns certain real property within the City, consisting of approximately 2,900 square feet on the property commonly known as 232 G Street, Salida, Colorado 81201, located between W. 3rd Street and W. 2nd Street, and more specifically described and referred to within Lease Agreement, attached hereto as **Exhibit A** (the “Property”); and

WHEREAS, over the last few years, the City Council has consistently adopted as an important policy goal sustainability and improving the City’s carbon footprint, lowering energy consumption and increasing energy efficiency; and

WHEREAS, in furtherance of these goals, the City Council has caused to be negotiated a Charging Station Lease Agreement with Rivian, LLC to manage and operate a parking facility with Level 3 and Level 2 electric vehicle charging spaces for a term of ten (10) years, with one (1) five (5) year renewal period; and

WHEREAS, the City Council therefore desires to enter into the Charging Station Lease Agreement with Rivian, LLC, attached hereto as **Exhibit A**, finding that the lease of the Property will benefit the City, its carbon footprint, its citizens and its customers.

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

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

Section 2. Lease Approved. Pursuant to Colorado Revised Statutes § 31-15-713, the City Council hereby accepts and approves the Charging Station Lease Agreement between the City of Salida and Rivian, LLC, attached hereto as **Exhibit A**.

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

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

INTRODUCED ON FIRST READING, on December 15, 2020, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2020 and set for second reading and public hearing on the 5th day of January, 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL BY TITLE ONLY by the City Council on this 5th day of January, 2020.

City of Salida

Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Charging Station Lease Agreement between City of Salida and Rivian, LLC



RIVIAN

**RIVIAN ADVENTURE NETWORK
CHARGING STATION LEASE AGREEMENT**

CHARGING STATION LEASE AGREEMENT

This **RIVIAN LEASE AGREEMENT** (this “**Agreement**”) is effective as of _____, 2020 (the “**Effective Date**”), by and between RIVIAN, LLC, a Delaware limited liability company (“**Rivian**”), and City of Salida, a Colorado governmental entity (“**Landlord**”). Rivian and Landlord are also each a “**Party**” and together the “**Parties**”.

The Parties hereby agree as follows:

1. Notices.

1.1 All notices or other communications provided for under this Agreement will be in writing and deemed properly given and received (A) five (5) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested, (B) two (2) business days after being sent by overnight delivery service; or (C) the same business day after being sent via email, if sent by 5:00 PM PST, all to the following addresses:

If to Rivian:	Rivian, LLC c/o Facilities 13250 N. Haggerty Rd Plymouth, MI 48170 Attention: Sr. Real Estate Manager – Charging Network leaseadmin@rivian.com
---------------	---

-and-
[TBD] for 24/7 tech support

With a copy to:	Rivian, LLC 13250 N. Haggerty Rd Plymouth, MI 48170 Attention: Associate General Counsel–Real Estate and Construction legal@rivian.com
-----------------	--

If to Landlord:	City of Salida The Touber Building 448 E. First Street, Suite 112 Salida, Colorado 81201 Attention: Mayor
-----------------	---

With a copy to:	Nina P. Williams, Esq. c/o Murray Dahl Beery Renaud LLP 710 Kipling Street, Suite 300 Lakewood, CO 80215 nwilliams@mdbrlaw.com
-----------------	--

1.2 Each Party will have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

2. Parking Spaces & Parking Facility.

2.1 Landlord hereby leases to Rivian, for the Term (as defined below) of this Agreement, each of the parking spaces (each, a “**Parking Space**”; collectively, the “**Parking Spaces**” or the “**Leased Areas**”) consisting of approximately 2,900 square feet on the property commonly known as 232 G St, Salida, CO 81201, which are depicted on **Exhibit A** attached hereto (the “**Property**”) and further described in this Section 2.1. Each Parking

Space will include both an ingress and egress thereto. Landlord acknowledges that each Parking Space shall include sufficient square footage to comply with the Americans with Disability Act of 1990 and applicable state and local laws and regulations. In addition, set forth in **Exhibit A** are the minimum specifications required by Rivian to build-out the Parking Spaces, and Landlord hereby covenants that such specifications will be present as soon as the Leased Areas are accessed by Rivian pursuant to Section 2.6 below, and will remain fully present and usable during the Term of this Agreement. Set forth below are the total Leased Areas and the various categories of Parking Spaces contained within the Leased Areas that leased to Rivian, as well as the quantity of each such Parking Space as in effect on the Effective Date hereof:

- (i) 18 existing parking spaces and associated land contained within the square footage set forth in the preceding paragraph, which may be used for the Rivian spaces set forth below and related infrastructure.
- (ii) *Within such Leased Areas, there shall be 8 Rivian parking spaces in total, which shall consist of:*
 - a. 4 Rivian Level 3 Charging Spaces – Each such Parking Space will be fully outfitted with the Fixtures (as defined below) and have fully-functioning Charging Stations (as defined below). All types of vehicles will be permitted to park in any of these spaces; and
 - b. 4 Rivian Level 2 Charging Spaces – Each such Parking Space will be fully outfitted with the Fixtures and fully-functioning Charging Stations, but will be open to any vehicle that seeks to park in any of these spaces or utilize the charging stations in any of these spaces;; and

2.2 The Rivian Level 3 Charging Spaces will be identified by appropriate visual display pursuant to the provisions set forth in Section 7 below. Notwithstanding anything hereunder to the contrary, Rivian shall have the right to decide, in its sole discretion, whether the Rivian Level 3 Charging Spaces shall be open solely to Rivian electric vehicles or to all electric vehicles, and Rivian shall have the right to change the status of all or some of the Rivian Level 3 Charging Spaces on five (5) days' written notice to the Landlord. During any such applicable notice period, Rivian will undertake the necessary installation/conversion process, all at Rivian's cost and expense, and Landlord will cooperate with Rivian during each such transition.

2.3 Intentionally omitted.

2.4 If, during the Term of this Agreement, any other parking space on the Property previously designated and assigned to another electric vehicle company or charging company shall become available for re-designation (the "**Re-Designation Spaces**"), Landlord shall, before notifying any other tenants on the Property thereof, promptly provide Rivian with a right of first refusal to add such space(s) to its other Parking Spaces. Upon Rivian's being notified in writing (the "**ROFR Notice**") as to the availability of any Re-Designation Spaces (which notification shall include a detailed description of the location of the parking spaces as well as their current conditions), Rivian shall have ten (10) days (the "**ROFR Period**") to confirm that Rivian desires to lease all or some of the Re-Designation Spaces referenced in Landlord's ROFR Notice spaces or decline the opportunity of doing so. If Rivian shall decide to lease any of the Re-Designation Spaces, Rivian shall confirm the same in writing to Landlord prior to the expiration of the ROFR Period and advise Landlord as to the category of Parking Space in which Rivian intends to transform the Re-Designation Space. As soon as practicable following Rivian's delivery of its confirmation to Landlord, the Parties will enter into an amendment to this Agreement which updates **Exhibit A** by memorializing the addition of any Re-Designated Space(s) that are leased by Rivian pursuant to this Section 2.4.

2.5 During the Term of this Agreement, and unless otherwise restricted by applicable laws and regulations, Landlord will ensure, to the extent reasonably practicable, that Rivian as well as its contractors and vendors have unrestricted and unfettered access to the Property and the Leased Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year. Landlord will keep the Leased Areas

in “broom clean” condition, and the Property well maintained and in good repair, including the removal of all snow, ice and any other debris.

2.6 As soon as commercially practicable following the Parties’ execution of this Agreement, Rivian will enter the Property, take possession of the Leased Areas and begin its installation, configuration, preparation and adaptation of the Rivian Level 3 Charging Spaces, Rivian Level 2 Charging Spaces and Prepped Spaces. Rivian will undertake to provide Landlord with seventy-two (72) hours advance notice before Rivian intends to take possession of the Leased Areas.

2.7 Rivian shall use and occupy the Leased Areas during the Term for electric vehicle charging stations and other incidental purposes (e.g., delivery/pick-up port for sold and serviced Rivian electric vehicles). All use of the Leased Areas by Rivian shall comply with applicable codes, laws, and ordinances.

2.8 If, during the Term, Landlord shall have to relocate any of the Parking Spaces from the locations identified in **Exhibit A** to another location on the Property, Landlord agrees that: (i) all costs and expenses associated with such re-location, including all outfitting and installation costs shall be borne solely by Landlord, which shall be by reimbursement to Rivian; (ii) Rivian shall perform all outfitting and installation or shall have sole discretion to approve contractors or installers; (iii) Landlord will only relocate the Parking Spaces to a similarly situated area on the Property bearing the same or better accessibility and conditions; (iv) Landlord will only effectuate the relocation once the replacement infrastructure (i.e., Fixtures and Charging Stations) are fully operational in the replacement Parking Space(s) as confirmed in writing by an authorized Rivian representative; (v) Landlord shall provide Rivian at least ninety (90) days advance written notice of its relocation plan, and full support and cooperation during such relocation; and (vi) Rivian shall not be required to cease operations at the existing Parking Spaces until the new Parking Spaces are operable and open to vehicles pursuant to this Agreement.

2.9 Time is of the essence in this Agreement.

3. Construction; Alteration.

3.1 Upon delivery of possession of the Leased Areas to Rivian, Rivian shall, at its sole expense, as soon as practicable, undertake the construction of the Leased Areas in the manner described in **Exhibit B** attached hereto. The improvements include various trade fixtures (the “**Fixtures**”) and charging stations (“**Charging Stations**”) that Rivian will affix or otherwise install to the Rivian Level 3 Charging and Prepped Parking Spaces, all as described in **Exhibit B**. Excepting as described in **Exhibit B** hereof, Rivian shall not make or permit to be made any further alterations, changes in or additions to the Property without the Landlord’s prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), unless such changes constitute updates and upgrades to any of the Fixtures and/or charging stations previously installed. In furtherance of the foregoing, as part of the initial construction contemplated in this paragraph, Rivian shall at its reasonable cost pave and restripe the other portions of the Property (which shall include the entire with of the public lot from 2nd Street to 3rd Street that is part of the Property) as detailed in Exhibit A and Exhibit B (or as approved in subsequent construction plans) in accordance with the City of Salida Standard Specifications for Construction, Section 02740, 3.9- Emulsified Aggregate Slurry (provided such obligation shall not [i] require Rivian to pave such area with anything beyond slurry and a seal coat, and [ii] extend to any area of the Property not already designated as a parking field as of the Effective Date).

4. Maintenance.

4.1 Rivian shall be responsible for maintaining the Fixtures and the operability of the Charging Stations installed within each Parking Space, including without limitation regular inspections, upgrades and updates as and when released by Rivian. Rivian will ensure the Charging Stations installed within each of the Rivian Level 3 Charging Spaces and/or Rivian Level 2 Charging Spaces are capable of delivering the various charging options offered by Rivian to its electric vehicle drivers. Additionally, any extraordinary maintenance of the Leased Areas, and associated costs, which are directly attributable to Fixtures/Charging Stations shall be the responsibility of, and borne by, Rivian. Notwithstanding the foregoing, Landlord’s normal responsibility to

maintain the common areas of the Property shall also apply to the Leased Areas, such as for snow removal and garbage collection. Landlord agrees, pursuant and subject to the provisions of the following paragraph, to notify Rivian at least 7 business days (or as soon as reasonably practicable) prior to any parking lot maintenance and to coordinate with Rivian to attempt, to the extent reasonably practicable, to ensure that all charging stalls remain available for vehicle charging at all times. Rivian reserves the right, subject to applicable laws and regulations, and at its sole cost, to install security cameras, satellite antennae, connectivity-related hardware and other equipment to remotely monitor the Leased Areas with Landlord's consent, which shall not be unreasonably withheld as to the location of such placement.

4.2 Users of the charging stations shall have access to 24/7/365 toll-free phone support to resolve Service Problems associated with the Charging Stations. Rivian shall ensure that the applicable customer support phone number shall be displayed on or near each charging station. The term "**Service Problem**" means a service problem involving an individual charging station within one of the Rivian Level 3 Charging Parking Spaces that prevents a user from being able to charge his or her Rivian electric vehicle. For the avoidance of doubt, Service Problems do not include problems that are caused by an interruption, curtailment, failure, or defect in the supply or character of utilities furnished to a Charging Station.

5. Fees.

5.1 Landlord hereby acknowledges and agrees that, during the Term of this Agreement, Rivian shall not be charged any fees for the rights granted to it under this Agreement. Landlord further acknowledges and agrees that it shall neither charge a premium parking fee (i.e., a fee over and above standard parking charges) nor a specific charging fee to Rivian electric vehicle drivers seeking to charge their vehicles in any of the Parking Spaces. Notwithstanding the foregoing, within ten (10) business days of the date Rivian starts initial construction of the Fixtures and Charging Stations in the Leased Areas as set forth in Exhibit B, Rivian shall pay to Landlord (i) a one-time fee of \$50,000.00 (Fifty Thousand Dollars) an upfront payment of rent for all Rivian Parking Spaces, and (ii) a one-time fee of \$2,700 which Landlord shall use to plant at least six (6) trees in the City of Salida, with such location(s) to be at Landlord's sole discretion.

6. Utilities.

6.1 Rivian agrees to arrange for and pay the charges for all utility services provided or used in or at the Leased Areas during the Term. Rivian shall pay directly to the utility company the cost of installation of any and all such utility services and shall arrange to have the utility service separately metered. Landlord shall not be responsible for any damages suffered by Rivian in connection with the quality, quantity or interruption of utility service, provided that, the cause of the disruption or damage is/was not due to Landlord's gross negligence or willful misconduct. In addition, if requested by Rivian, Landlord will (at no out of pocket cost to Landlord) support Rivian's application for utility incentives and assist Rivian with any other utility-related requests (including, if applicable, providing any of Rivian's contractors with full access to the Property for purposes of installing or upgrading all electrical systems or equipment). Any incentives given to Landlord by offering electric vehicle charging capabilities within the Property shall be passed along to Rivian to the maximum extent practicable.

7. Visual Displays.

7.1 Rivian will have the right to place signs or other visual displays promoting Rivian's charging services in locations at or about the Property, each of which shall be approved by Landlord (such approval not to be unreasonably withheld, delayed or conditioned). Without limiting or bypassing the foregoing approvals required by Landlord, Rivian shall be permitted to place a sign at the entrance to the Property and prominently within each of the Parking Spaces. The visual displays affixed on or about the Parking Spaces may comprise an information placard as well as signage delineating the Rivian Level 3 Charging Spaces and Rivian Level 2 Charging Spaces from other parking stalls on the Property (provided any Rivian Level 2 Charging or Prepped Spaces shall include signage indicating that such spaces may be used for general parking and all Parking Spaces shall have "30 Minute General Parking" signage). Set forth in **Exhibit C** attached hereto are representative

samples of the visual displays that Rivian intends to employ and install pursuant to this Section 7. Rivian agrees that all visual displays shall be professionally prepared, installed and maintained at Rivian's expense.

8. Landlord's Covenants.

8.1 In addition to Landlord's other covenants, representations and warranties under this Agreement, Landlord represents that is the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Landlord. Landlord shall not take any action that would unreasonably impair or interrupt Rivian's use of the Property or Fixtures or Charging Stations, and will provide Rivian with all reasonable cooperation to support and assist Rivian with the installation of the Fixtures or Charging Stations within the Leased Areas (as well as upgrades thereto). Landlord further represents, warrants and covenants that Landlord has obtained or shall obtain prior to the date when Rivian intends to access the Property that any and all consents or approvals required in order for Landlord to grant the rights and perform its obligations under this Agreement, and for Rivian to take the actions contemplated in this Agreement. Landlord agrees to notify Rivian pursuant to Section 1 hereof within a commercially reasonable time if (i) Landlord has knowledge of third-parties impairing or misusing the Property, the Leased Areas or the Fixtures, or Charging Stations, or (ii) it obtains knowledge of a needed repair to the Fixtures or Charging Stations. If non-Rivian vehicles are parked in the Rivian Level 3 Charging Stalls, thereby impairing use of such stalls, or if motorists repeatedly park in the Rivian Level 2 Charging Stalls for greater than the permitted duration (as indicated on the applicable visual displays), then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, which shall be at Rivian's reasonable expense. In addition, in no event will Rivian be responsible or liable for any contamination or environmental conditions not caused by Rivian or Rivian's contractors (collectively "Rivian Parties"), including, without limitation, those that existed at the Property prior to the Effective Date hereof or following Rivian taking possession of the Leased Areas if not placed on the Property by Rivian Parties.

8.2 Non-Disturbance Agreement. Upon Rivian's written request, Landlord (at no charge to Rivian) agrees to obtain and deliver to Rivian a non-disturbance agreement in form and substance reasonably acceptable to Rivian from each existing mortgagee, ground lessor or other security holder whose interest in the Leased Areas is superior to Rivian's interest therein, providing in part, that in the event Landlord defaults under such mortgage, ground lease or security instrument, Rivian's possession of the Leased Areas shall not be disturbed so long as Rivian is not in default of this Lease beyond any applicable cure period. Landlord shall obtain and deliver a non-disturbance agreement within thirty (30) days after written request by Rivian, provided however if Landlord is unable to provide such Non-Disturbance Agreement within such 30-day period but is diligently and in good faith pursuing such Non-Disturbance Agreement, then such 30-day period will be extended on a day for day basis, up to an additional 30 days maximum.

9. Intellectual Property.

9.1 "**Rivian Intellectual Property**" means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

9.2 As between the Parties, Landlord hereby acknowledges that any Rivian Intellectual Property utilized by Rivian to outfit the Leased Areas, shall be and remain the sole and exclusive property of Rivian and/or those of Rivian's Landlords.

9.3 Landlord shall not: (a) take any action that interferes with any of Rivian's rights in or to Rivian's Intellectual Property, including Rivian's ownership or exercise thereof; (b) use Rivian's Intellectual Property in any manner other than to operate charging stations or Fixtures; (c) reverse engineer, decompile, decrypt, extract, or disassemble Rivian's Intellectual Property, Fixtures, or charging stations; (d) remanufacture, rebuild, or tear-down Fixtures or Charging Stations; (e) challenge any right, title or interest of Rivian in or to Rivian's Intellectual Property; (f) make any claim or take any action adverse to Rivian's ownership of Rivian's Intellectual Property; (g) register or apply for registrations, anywhere in the world, for Rivian's trademarks or any other trademark that is similar to Rivian's trademarks or that incorporates Rivian's trademarks; (h) use any mark, anywhere, that is confusingly similar to Rivian's trademarks; (i) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Rivian's Intellectual Property, charging stations and Fixtures; (j) misappropriate any of Rivian's trademarks for use as a domain name without prior written consent from Rivian; or (k) alter, obscure or remove any of Rivian's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the charging stations or Fixtures, marketing materials or other materials that Rivian may provide.

9.4 Landlord hereby grants Rivian the right to use those name, logos, trademarks and service marks associated with the Property and to notify Rivian vehicle owners/drivers of the availability of the Parking Spaces within the Property. Except as provided in the preceding sentence, no license under any existing or future trademark of either Party, by implication or otherwise, is granted to the other Party under this Agreement. Upon any termination of this Agreement, all licenses granted by either Party to the other under this Section 9 shall immediately terminate.

10. Confidentiality.

10.1 Prior to the parties' execution of this Agreement, Rivian and Landlord entered into the non-disclosure and confidentiality agreement (the "NDA") set forth in Exhibit D attached hereto and incorporated herein by reference. The provisions set forth in the NDA shall govern the Parties' activities hereunder.

11. Insurance.

11.1 During the Term, Rivian shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies. With respect to Rivian's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, Rivian will include Landlord, the City of Salida, as an additional named insured with respect to liability arising out of Rivian's performance under this Agreement. Rivian shall consider its own insurance primary and shall not seek contribution from similar insurance being maintained by the Landlord as to the acts or omissions of Rivian.

11.2 Intentionally omitted.

11.3 The insurance policies required under this Section 0 shall: (1) be issued by insurance companies Licensed to do business in the state of Colorado, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; if the Best's ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance companies; and (ii) contain provisions whereby each Rivian's insurers waive all rights of subrogation against Landlord on each of the coverages required herein. From time to time upon request, Rivian shall provide Landlord with a certificate of insurance, evidencing the required coverages. Rivian shall provide Landlord with thirty (30) days' prior written notice of any cancellation.

12. Limitation of Liability; Indemnification.

12.1 IN NO EVENT SHALL EITHER PARTY TOGETHER WITH ITS AFFILIATES, AGENTS, PRINCIPALS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO OR ARISING EITHER DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ITS MAXIMUM INSURANCE COVERAGE PURSUANT TO THE COVERAGE AMOUNTS SET FORTH IN THIS SECTION 12 (THE "**LIABILITY CAP**"). EACH OF RIVIAN AND LANDLORD ACKNOWLEDGES AND AGREES THAT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS SECTION 12 SHALL BE EXCLUDED FROM LIABILITY CAP, AS WELL AS DAMAGES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12.2 Except to the extent of any gross negligence or willful misconduct of Landlord, Rivian hereby agrees to indemnify, hold harmless and defend the Landlord (together with Landlord's directors, officers, employees, agents and representatives) from all liability, damages, losses, costs and obligations, including but not limited to damages, court costs and attorneys' fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third-party related to Rivian's use of the Leased Areas in a manner that breaches Rivian's duties and obligations pursuant to this Agreement. Rivian shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to or for Rivian at or for use on the Property.

12.3 Except to the extent of any gross negligence or willful misconduct of Rivian, Landlord hereby agrees to indemnify, hold harmless and defend Rivian (together with Rivian's directors, officers, employees, agents and representatives) from all liability, damages, losses, costs and obligations, including but not limited to damages, court costs and attorneys' fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third-party related to Landlord's duties and obligations pursuant to this Agreement.

12.4 In the event Rivian discovers any Hazardous Materials (as defined below) in the Leased Areas during Rivian's initial work as set forth in Exhibit B (the "Initial Work"), during an alteration permitted under this Agreement, or at any other time on the surface of the Leased Areas, Rivian shall promptly notify Landlord. In the event Hazardous Materials were not installed or brought into the Leased Areas by Rivian and do not exist in their natural state and are required to be removed from the Leased Areas by applicable law, Landlord shall promptly, at its sole expense or remove, transport and dispose of such Hazardous Materials in the manner prescribed by applicable Federal, State or local law. In the event Landlord elects or is required to perform any work relating to the abatement or removal of Hazardous Materials in the Leased Areas, Landlord shall notify Rivian of Landlord's work schedule. In the event Hazardous Materials are discovered during the Initial Work, the commencement date of this Lease shall be extended for a day for day basis for each day that Landlord is performing its abatement or removal work. If such Hazardous Materials are discovered at any time other time during the term of this Lease, such abatement or removal work is reasonably likely to interfere with Rivian's business or expose Rivian's customers and employees to Hazardous Materials or toxic materials, then (i) Rivian shall be permitted to close for business until Rivian is once again able to reasonably conduct its business in a safe manner, and (ii) at Rivian's option, the Term of this Lease shall be extended for a day for day basis for each day that Landlord is performing its abatement or removal work. For purposes of this paragraph, "Hazardous Materials" shall mean any pollutant, contaminant, waste, hazardous, asbestos containing, toxic or radioactive substance or material subject to regulation under any Federal, state or local laws from time to time.

13. Term; Termination.

13.1 *The term of this Agreement will commence on the Effective Date and continue for ten (10) years thereafter ("Initial Term").* Following the Initial Term, this Agreement will automatically renew for one (1) five (5)-year period unless either Party gives the other Party written notice of termination at least sixty (60) days prior to the end of the then current term (the Initial Term together with any renewal period, collectively, the "**Term**").

- a. *If either Party breaches this Agreement and fails to cure its breach within thirty (30) days after receiving written notice of that breach from the other Party, then the non-breaching Party may terminate this Agreement by written notice to the other Party. In addition, the appointment of*

a receiver or trustee to take possession of all or substantially all of the assets of a Party hereto or a general assignment by a Party for the benefit of creditors, or any action or proceeding commenced by or against a Party under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors (collectively, a **"Bankruptcy Event"**) shall entitle the other Party to terminate this Agreement if such Bankruptcy Event is not discharged within sixty (60) days after the date of commencement.

- b. *Notwithstanding anything in this Agreement to the contrary, Rivian may terminate this Agreement, at any time and for any reason, without penalty, by providing Landlord with ninety (90) days' prior written notice.*
- c. Upon termination of this Agreement, the Parties agree that each Party shall have all of the remedies available at law or in equity if the other Party is in default of its duties and obligations hereunder, or is otherwise the subject of a Bankruptcy Event. In addition, upon any termination of this Agreement: (i) Rivian shall, within thirty (30) days, remove the Fixtures and Charging Stations from the Leased Areas and restore the same to the condition as of the Possession Date, less reasonable wear and tear, (ii) Rivian shall remove all of Rivian's visual displays throughout the Property, and (iii) any Fixtures and/or Charging Stations that remain in the Leased Areas after a period of forty-five (45) days, shall become the property of Landlord, and any reasonable cost to move, repair or repurpose shall be reimbursed.
- d. Upon any termination of this Agreement, the following sections shall survive and remain binding on the Parties 5, 9, 10, 12, 13 and 14.

14. Miscellaneous.

14.1 **Publicity.** Neither Party will, without the other Party's prior written approval, (i) issue or make, or permit to be issued or made, any public communication of any kind regarding this Agreement or the relationship of the Parties (provided this shall not apply to any [a] required disclosures by any applicable law or [b] required publication or discussion for a public meeting of Landlord); or (ii) use the name or any trademark(s) of the other Party. Notwithstanding the foregoing, during the Term of this Agreement, Rivian may promote the availability of Charging Stations within the Parking Spaces through traditional (i.e., print) and electronic media, including providing the address of the Property and a description thereof.

14.2 **Entire Agreement.** This Agreement, together with any exhibits hereto, constitutes the entire agreement and understanding of the Parties in connection with the subject matter hereof and it supersedes all discussion, documents and correspondence before the execution of this Agreement. This Agreement may only be amended by written agreement executed by both Parties.

14.3 **Waiver.** No waiver by a Party of any breach or series of breaches or defaults in performance by another Party, and no failure, refusal, or neglect of a Party to exercise any right, power, or option given to it hereunder or to insist upon strict compliance with the performance of a Party's obligations under this Agreement, will constitute a waiver of the provisions of this Agreement with respect to any subsequent breach.

14.4 **Governing Law.** To the extent permitted by applicable law, this Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

14.5 **Force Majeure.** Neither Party will be responsible or liable to the other Party for nonperformance or delay in performance of any of the terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed Party, including without limitation, acts of God, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, pandemics, and floods (**"Force Majeure Event"**; *provided, that*, the non-performing or delayed Party provides to the other Party prompt written notice (but in no event more than five (5) days after the Force Majeure Event occurs) of the existence of and the reason for such nonperformance or delay.

14.6 Relationship of the Parties. The Parties are and shall remain independent contractors. This Agreement does not constitute a partnership or establish either Party as the agent, franchisee or legal representative of the other for any purpose, and neither Party has the authority to act for, bind or make commitments on behalf of the other, except as specifically provided for in this Agreement.

14.7 Assignment. Except as set forth herein, neither Party will be entitled to assign this Agreement or delegate any of its duties hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement a transfer to any of the following shall not constitute an assignment: (i) a parent or subsidiary of Rivian or Landlord, or (ii) any person or entity which controls, is controlled by or under common control with Rivian or Landlord, or (iii) any entity which purchases all or substantially all of the assets of Rivian or Landlord, or (iv) a successor to Rivian or any of the foregoing entities by purchase, merger, consolidation or reorganization (all such persons or entities described in (i), (ii), (iii) and (iv) being sometimes hereinafter referred to as “**Affiliates**”).

14.8 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

14.9 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document. Any signature to this Agreement transmitted via facsimile (or other electronic means) or other electronic signature will be deemed an original signature and be binding upon the parties hereto (it being agreed that facsimile or other electronic signature will have the same force and effect as an original signature).

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date hereof.

RIVIAN:

RIVIAN, LLC

By: _____

Name: _____

Title: _____

LANDLORD:

CITY OF SALIDA

By: _____

Name: _____

Title: _____

EXHIBIT A

Property Description/ Address; Parking Spaces

Address: 232 G St, Salida, CO 81201



Exhibit A Continued

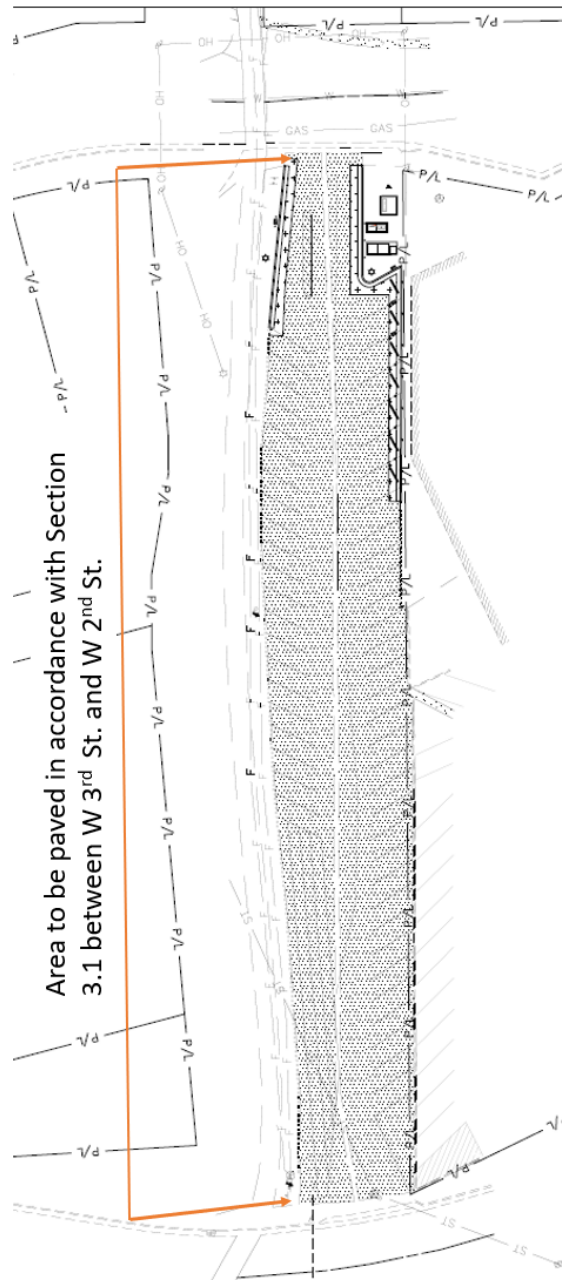


EXHIBIT B

Construction Activities; Description of Fixtures

Notwithstanding anything to the contrary, Rivian shall submit to Landlord its construction activities and description of fixtures (the "Construction Plans") as such time it submits for construction permits with Landlord. Subject to applicable laws, codes, and ordinances, Landlord shall not unreasonably withhold, condition, or delay its approval of Rivian's Construction Plans.

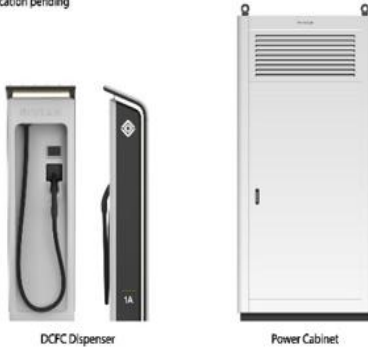
Level 3 Charger (DCFC)



Preliminary Rivian DCFC Hardware System

KEY FEATURES

- CCS connector
- 300 kW chargers capable of output voltages up to 920V
- Energy-efficient design via custom-developed Silicon Carbide power electronics
- Cloud-connected automated diagnostics
- Mobile app provides property location and GPS navigation to charger, charger status, and notifications
- Over-the-air updatable firmware
- ADA compliant
- UL certification pending



PRELIMINARY TECHNICAL SPECIFICATIONS

Nominal input	
Phases / Lines	3 Phase
Voltage	480V
Frequency	60 Hz
Power factor	0.99
Efficiency @ full power	≥ 94%

DC output	
Voltage range	200-920V
Dispenser power	500A
Power (peak / continuous)	300 kW / 300 kW

Target dimensions (h x d x w)	
Dispenser	1,778 x 572 x 356 mm
Power Cabinet	2,286 x 1,219 x 1,219 mm

Ingress protection	IP 55, outdoor use
Operating temperature	-35 °C to 55 °C
Vehicle communication	IEC 61851-23 PLC (CCS / Combo-1)
Network connections	4G LTE

Proprietary and Confidential. DO NOT DISTRIBUTE



Level 2 Charger



Preliminary Rivian AC Hardware System

KEY FEATURES

Charge Speed	11.5 kW chargers compared to common 6.8 or 7.2kW varieties
Design	Aesthetic exterior design and SAE J1772 plug provides maximum compatibility
Power Balancing	Control via Rivian-developed software maximizes charging within existing utility infrastructure
Dashboard	Remotely view and control station settings via a Rivian-developed Site Host Dashboard
Plug & Charge	Seamlessly plug in and process payment through ISO 15118 or Rivian's network
Mobile App	Provides property location and GPS navigation to the charger, charger status and notifications
Connected Unit	Allows over-the-air updates to firmware
Digital Readout	Provides a user-friendly way to communicate time of sale information
ADA Compliant	
UL Certification Pending	



PRELIMINARY TECHNICAL SPECIFICATIONS

Nominal input	
Input Power Connection	60A
Input Current	48A
Voltage	Single Phase 208 / 240V AC
Frequency	60 Hz
Power Factor	99%
Efficiency	Energy Star Certified
Pedestal Conduit Window	12" x 12"
AC output	
Standard Electrical Output	11.5 kW (240V AC @ 48A)
Target dimensions (h x d x w)	
Dispenser	413.5 x 143.5 x 196.85 mm
Other specification	
Connector Type	SAE J1772 Type 1 (N/A)
Ingress Protection	IP 54, NEMA 3R, Outdoor Use
Operating Temperature	-35°C to +50°C
Vehicle Communication	SAE J1772 / ISO 15118
Local Area Network	2.4/5 GHz Wi-Fi (802.11 a/b/g/n)
Network Communication	4G LTE, RJ45 Ethernet 100BASE-T



EXHIBIT C**Visual Displays**

Notwithstanding anything to the contrary, Rivian shall submit to Landlord its visual displays that are associated with the Rivian parking spaces (the “Visual Displays”) as such time it submits for construction permits with Landlord. Subject to applicable laws, codes, and ordinances, Landlord shall not unreasonably withhold, condition, or delay its approval of Rivian’s Visual Displays.



EXHIBIT D**Non-Disclosure Agreement ("NDA")****Appended Hereto**

DocuSign Envelope ID: AD878ED1-5AA0-439D-ADF0-99EDBA77AA8E



Rev M.5

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made this 10th day of July, 2020 by and between The City of Salda, Colorado, a _____, with offices at 448 E. First Street, Suite 112 Salda, CO 81201, and Rivian Automotive, LLC, a Delaware limited liability company with offices at 13250 North Haggerty Road, Plymouth, Michigan 48170.

1. **Background.** The parties wish to engage in discussions and negotiations concerning a potential business relationship (the "Business Relationship"). In the course of such discussions and/or during the Business Relationship (if applicable), either party may disclose to the other party certain confidential, trade secret, proprietary, and/or private information in connection with the evaluation or performance of the Business Relationship. The parties hereto are entering into this Agreement to ensure the confidentiality of such information. As used herein, the party disclosing such information shall be referred to as the "Disclosing Party" and the party receiving such information shall be referred to as the "Recipient".
2. **Confidential Information.** The term "Confidential Information" means any information or items, or any part thereof, that is disclosed (whether before or after the date of this Agreement, in writing, verbally or otherwise) by or on behalf of the Disclosing Party to the Recipient, its affiliates or to any of their respective Representatives (as defined below) in connection with the evaluation or performance of the Business Relationship, that (a) is marked as confidential (or as a trade secret, proprietary, private or other similar designation), (b) is identified as confidential when it is disclosed or (c) should reasonably have been understood by the Recipient to be confidential, including (in each case of clause (a), (b) and (c)), but not limited to, marketing data, financial and pricing information, business plans and opportunities, computer programs, source code, object code, technologies, products, know-how, product specifications, designs, prototypes, test data, customer lists and information, current and future marketing plans, current and future research and development and specifications, and related documentation, and any information that reflects the nature of the Business Relationship and the discussions related thereto, and all materials, processes, demonstrations, copies, reproductions, analyses, summaries or combinations derived from, based on or using any of such information or items.
3. **Non-Use and Non-Disclosure of Confidential Information.** The Recipient shall, and shall cause its affiliates, and its and their respective officers, directors, employees, consultants, accountants, attorneys, other professional advisers and agents (collectively, "Representatives") to, hold the Confidential Information in secrecy and confidence (in a manner consistent with the protection of its own confidential information of a similar nature, and in any event no less than a reasonable standard of care) in accordance with the provisions of this Agreement. The Recipient shall not, and shall ensure that its affiliates and its and their respective Representatives do not, use the Confidential Information for any purpose other than evaluating the Business Relationship and, if applicable, the performance thereof. The Recipient shall not, and shall cause its affiliates and its and their respective Representatives not to, disclose, divulge, use, exploit (whether for its own benefit or the benefit of anyone other than the Disclosing Party), provide or otherwise make available any Confidential Information to any individual, firm, partnership, corporation, or other entity (each, a "Person") other than in accordance with this Agreement and on a need-to-know basis, provided such Persons are bound in writing by confidentiality obligations that are applicable to the Confidential Information and are substantially as restrictive as the terms of this Agreement (or, in the case of accountants and attorneys, are bound by professional obligations of confidentiality), in order to permit those Persons to assist the Recipient in connection with the evaluation or performance of the Business Relationship. Recipient shall notify the Disclosing Party in writing of

EXHIBIT D**RIVIAN ADVENTURE NETWORK CHARGING STATION LEASE**



to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable legal fees incurred in such proceeding, including any appeal therefrom.

7. **No Representations or Warranties as to Confidential Information.** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION AND SHALL HAVE NO LIABILITY TO THE OTHER PARTY RESULTING FROM THE USE, CARE OR CUSTODY OF SUCH CONFIDENTIAL INFORMATION BY THE OTHER PARTY. EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES OR OTHER LOSSES FROM UNAFFILIATED THIRD PARTIES ARISING FROM THE RECIPIENT'S USE, CARE OR CUSTODY OF THE CONFIDENTIAL INFORMATION OR A BREACH OF ITS OBLIGATIONS HEREUNDER.

8. **No Obligation to Negotiate.** Nothing in this Agreement obligates either party to disclose any Confidential Information or to negotiate or consummate any transaction relating to the Business Relationship.

9. **Miscellaneous Provisions.**

9.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The parties agree that any representation, warranty or condition, written or otherwise, not expressly contained in this Agreement or in an authorized written amendment thereto shall not be enforceable by any party.

9.2 **Amendment.** This Agreement may be amended or modified only by written instrument executed by both parties hereto.

9.3 **Governing Law; Jurisdiction.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware applicable to contracts to be performed wholly within such State. Any action or proceeding arising out of or relating to this Agreement shall be brought in the federal or state courts located in Wayne County, Michigan, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or the Business Relationship in any other court. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

9.4 **Notices.** Any notice, election, request, demand, consent, approval, waiver, or other communication required or permitted by this Agreement shall be sufficient if written in English and delivered personally, or sent by overnight express delivery or courier service with fees paid by sender, delivery confirmation required, and in each case if delivered or addressed to the receiving party's address as set forth in the preamble to this Agreement (and, with respect to Rivian Automotive, LLC, to the attention of its General Counsel) or to such



DECEMBER 2020 STAFF REPORTS

Police Department –

- We had 533 calls for service in November. That was a 49% increase over last November.
 - We have made several significant arrest related to several different theft cases in Salida.
 - We have been doing some work with the Chaffee County Drug Task Force and have made several drug distribution related arrests. We will be putting something in a press release as soon as we wrap up the case.
 - A few weeks ago, several of our Officers did an outstanding job talking with suicidal man who had a gun to his head for around 30 minutes. These type of calls are very high stress and can go south in a hurry. Our staff displayed determination and compassion the entire time. They convinced the man his life was still worth living even though he know he was going to the Department of Corrections for quite some time for what he did. When we get calls like this, the character of the people we hire and training we constantly do shines through.
 - Lastly, we are still doing Shop with a COP in 2020. We made a few COVID tweaks and got them approved by Chaffee County Public Health. We will have six fourth grade students from Salida and six fourth grade students from BV participating. I'm glad we were able to keep this tradition going for its 12th year! I think the kids can use some cheer with all that is going on.
-

Finance Department –

- A draft of the budget document has been developed and is being tweaked. There are many more graphs and tables in this document which should greatly enhance the readability. It should be available for the public later this month or January at the latest.
 - Water and wastewater rate study has been completed and the proposed 2021 rate tables are up for council approval December 15.
 - The final 2020 budget amendment has been developed and will be considered by Council at their December 15 meeting. This amendment provides spending authority for the CARES act funding provided to the City.
 - We are on track for switching the City's banking services to Collegiate Banks.
 - We are working with our financial software vendor to increase ability to accept credit card payments for city fees. We are also taking advantage of no cost Tyler offered bill paying processes that will increase Accounts Payable efficiency (Tyler will process vendor payments remotely).
 - Staff continue to do an excellent job keeping up with the reconciliations, deposits, bill paying, payroll processing, billing and reporting necessary in a busy accounting office
-

Community Development –

- No Report.
-

Recreation Department –

- See Attached.
-

Public Works –

- See Attached.
-

Arts & Culture –

- Work continued on Sculpture Garden improvements with laying of flagstone area in front of stone bench/wall
- With public health safety precautions enforced, we were able to continue with the following types of small classes and activities for the first-half of the month*:
 - RVCF Church Services (max. 35 attendees in the Theater)
 - Aerial/Circus Classes (max. 4-10 attendees, incl. instructor)
 - Yoga Classes (max. 10 attendees, incl. instructor)
 - Boy Scouts, Cub Scouts and Girl Scouts (if held, then primarily outside of Scout Hut)
- Exhibited a Holiday Art Show by the Salida Council for the Arts both in the Paquette Gallery and online at [Paquette Gallery Arts](#)
- Conducted two (2) private tours for possible 2021 wedding events; both parties booked their events!
- Guided process for applicants to Public Art Commission for 11/2 City Council Work Session and Meeting; four (4) new individuals appointed
- Received word on receipt of FY21 Marketing Matching Grant from Colorado Tourism Office put forth by [Colorado Creative Corridor](#), which Salida is part of with four other rural/mountain communities. Collective group plans to create a new on-brand custom website platform that captures the essence of the creative destinations and creates a stronger online presence.

Total November attendance 330

*Suspended ALL classes and activities in mid-Nov for public health precautions (still continue to be closed to group classes and activities).

Fire Department –

- Call volume is still up. We are on pace for our second busiest year ever.
- Ladder truck is finally repaired and back in service.
- Mechanic from Front Range Fire assessed Engine 11 and provided an extensive parts list to repair multiple issues. We are proceeding and hope to have the repairs done soon. The Engine is still in service.
- We have had two positive cases of COVID within the department along with various stages of quarantine of staff. Currently we are healthy and at 90% of being fully staffed.

- We are wrapping up the year with staff evaluations and looking forward to a New Year.

Clerk's Office –

Courtside:

- Began exploring options to hold virtual court in December.
- I prepared 49 background checks, PD reports, etc. to send to the Prosecutor to create plea agreements prior to the December docket.
- Mailed plea agreements with other Court documents.
- Learned new software program from PD to help update information for defendants who did not provide contact information or a mailing address/current address on their citation.
- Learning how to broadcast text messages to use for court through a company called 'Textedly'.
- Continue to work towards 'paperless' court system with a expected implementation in January 2021
- Working with the judge for updated language for the court website for the virtual system.

Clerk-side:

- Processed liquor license renewals and delivered them as needed.
- Started processing a new liquor license including the public notice in the paper.
- Worked with the Liquor Enforcement Division to offer a solution to allow Quincy's an option to renew without late fees (\$500 City, \$500 State) after their transfer was denied.
- Collected over \$15,000 in late OLT payments from a hotel.
- Processed two new commercial STR licenses.
- Continue scanning STR files into electronic files as time permits.
- Continue to utilize Municode to publish agendas and packets on the new website.
- Started utilizing the new website to publish press releases.
- Started drafting resolutions for 2021 fee schedule and 1st of the year posting sites.
- Started utilizing the new website to post meeting notices
- Updated "broken links" on the new website

12/15/20 City Council Parks and Recreation Department Report

General

- Initial discussions have begun about CTF funds and P&R project priorities.
- The Centennial paving is complete.
- Groundwork for the skate park has begun.
- Christmas decorations have been hung.
- Drywall is hung in the Community Center.

Aquatics

- Due to rising COVID rates and current public health orders, we closed the Aquatic Center starting on November 21st - December 7th. We re-opened with more restrictions in place including a maximum of 11 guests in the facility at any one time.
- Continuing to pause all memberships/passes that were purchased prior to March 13th.
- Offering staff work opportunities during closure with remote projects and/or isolated in person projects at the Aquatic Center

Facilities

- Punch List for locker rooms
- Getting contract documents ready and submitted for the effluent manhole
- Looking into vandalism at the source
- Getting quotes for a new ADA lift
- Creating new bench sheets for pool water records
- Coordinating with Knight Custom Electronics to start work on routing network cable for new security camera system
- Contractors have commenced work on the Community Center Rebuild Project

Parks, Trails and Open Space

- Vandalism repairs in park bathrooms have continued to plague staff.
- F-street infrastructure (Grant materials, pergolas and barricades have been delivered and stored for next summer.) A plan will be developed on how to organize the materials for best use. New trash cans will be placed on Fst in the coming weeks.
- Crestone Mesa Park/HOA Irrigation Project is complete for this winter. A small punch list will be developed for spring start ups.
- Discussion and preparation for Centennial Ice Rink shade structure install is carrying forward.
- Staff had a walkabout in the Arkansas Hills Open Space with SMT to review a potential new trail.

Recreation

- Finalizing the editing on the third part of the three part Skateboarding basics series with FOSS
 - [First Skateboarding Basics video](#)
 - [Second Skateboarding Basics video](#)

- Completing the Winter Community Resource Guide
 - Determining the feasibility of NYD5K as a virtual event
 - Rescheduling winter programming to comply with current public health orders
 - Finalizing park rentals for summer of 2021
-

PROST Advisory Board minutes attached



MEETING OF THE CITY OF SALIDA PROST ADVISORY BOARD

Digital only

Tuesday Dec 8, 2020 - 6:00 p.m.

- 1) Call to Order
 - a) Roll Call - Roll call taken. Quorum in attendance
Community Participation: Mike Smith from SMT
- 2) Consent Agenda
 - a) Approval of Agenda. Lisa Moves to approve Agenda and Minutes. Rob Seconds.
All in favor.
 - b) Approval of Meeting Minutes – [Prior meeting](#). Previous minutes approved.
- 3) Updates
 - a) [Monthly Staff Report](#)
 - i) Feedback requests from staff. Staff did not request feedback.
 - (1) Is the pool reopened? It reopened yesterday.
 - ii) No questions or feedback from Board.
 - b) **Aquatic Center closure** - The pool was closed for two weeks and reopened on the 7th. After consultation with public health and Gov's orders, staff brainstormed on how to reopen safely. 11 people total in the facility. Staff had an internal debate on what is the pool for? Is the pool for the benefit of the community or there to make money for the City? Determined it was for the benefit of the community - people use it for both mental and physical health - directed to do whatever you can to be open and don't worry about the money. During shutdown, maintenance crew was able to do some deep cleaning and maintenance, and some staff were able to do remote or independent work. Goal to keep open as long as possible. If County goes to Red, may have to shut down again. Orange level still allows recreation centers to operate with 25 or less.
 - i) [Current Public Health orders](#)
 - ii) Board thoughts/feedback on this
 - (1) Rob: Agree mental health is important, especially with older customers as it is their outlet for exercise and a little social interaction
 - (2) Kristi Agrees opening was the right decision
 - c) [2021 Budget](#) Discussion
 - i) 340K budget for Other Park Projects - [rules for spending](#). Funds come from the Conservation Trust Fund
 - (1) Committed - 10K for hospital trail connection. This trail has already begun in coordination with SPOT.
 - (2) For discussion. This is not an exclusive list
 - (a) Centennial sidewalk - 20K (Sidewalk from Holman Ave)
 - (b) Splash pad - 230K

- (c) Bike park - 200K - 50K (Anywhere from trail along the monarch spur to a full park near burnpile)
 - (d) Trees - 10K
 - (e) Sand Volleyball - 25K
 - (f) Playgrounds
 - (g) Work out equipment - replace what was taken out in Centennial
 - (h) Open Space and trails master plan
 - (i) Landscaping in Riverside Park (between playground and climbing wall, including picnic shelters, and terracing ground) and around the Pickleball Court
 - (j) Crestone Mesa landscaping
 - (k) Sonia's Garden - fence, raised beds
- (3) Board discussion:
- (a) Kristi: how does all this fit in the master plan? Diesel: Splash Pad is big in the Master Plan, the rest isn't in there much. Workout Equipment falls in a little.
 - (b) Diesel: Need someone to design the new Confluent Park, which would be about \$10k
 - (c) Sara - there is a grant that she is applying for to get workout equipment.
 - (d) Amy: Exercise Equipment - falls in with community center ideals. Would have indoor equipment. Sara: Grant is for \$100 percent outside - beneficial for areas that might need extra accessibility. Diesel - community center is high on the list, and would like to be thoughtful about designing things. Community/Rec Center on the docket for 2029.
 - (e) Rob: Likes idea of a Master Plan to help prioritize what is on this list. Look at opportunity loss to see what can happen quickly. Diesel - agree on the opportunity loss as doubling up on projects will save money if projects can tag on with others - ie - Salida school had some wood chipping the Park could use for the parks. There is money for a River Park Master Plan.
 - (f) Master Plan concept for Centennial Park - has trail from Holman, has a playground, splash pad. Has changed a bit with Skatepark, as utilities would have to be rerouted. Ice Rink is in the place where the Rec/Community Center will be placed.
 - (g) Kristi: Would Splash Pad blow budget for everything else? Yup, it's a big ticket item, maybe squeeze in some of the

- (h) Master plan question: is it not addressed in Master Plan?
No, there are a lot of details that need to be specifically developed.
- (i) Jessica: Feel like a master plan can be developed between PROST/SPOT/SMT and others. Suggest to use money to focus on finishing Centennial Park projects, since it's already in construction.
- (j) Will: Many things on this are tied together on these list, so can be worked together. Lots of other plans in the work, so maybe can utilize those to develop a plan in-house.
- (k) Lisa: Historically, a master plan was going to be done in house with Theresa and Julie Mach - they just never got to it due to time and resources. Will: City has a lot of open space - has opportunity to make a plan to make sure everyone is on the same page. Lots of people want different things - have to think about infrastructure and facilities need to be in the open space. New property on base of Ark Hills, and downriver.
- (l) Kristi asks staff what their priorities are: Diesel - Splash Pad, except for covid. Seems silly right now. Bike Park another priority - identified as a want. Plan, Sand Volleyball, no brainer. Hammer out Centennial and then move on to Riverside...CT funds have been used for playgrounds in the past. Sara: Finish Centennial, Open Space Plan, Volleyball - Rec wants to start a league. Would love a Splash Pad, but maybe a 2022 plan due to COVID - have a sense of safety around a splash pad. Will: 5 things on the list are because of the skate park, so should finish that, like the sidewalk and volleyball court. Master Plan also important. Utilities need to happen before Splash Pad.
- (m) Lisa: Can money roll over if left over to focus on a Splash Pad or other big projects. Doing big projects simultaneous to the skate park - is that too much to take on?
- (n) Rob: finish Centennial and Master Plan, then do Splash Pad.
- (o) Amy: Agrees with comments on finishing Centennial. Splash Pad should be prioritized ahead of Bike Park as that was something that was vocalized during public process of Master Plan.
- (p) Diesel - there is an RFP out for a Splash Pad, and got results back. Utilities was the clincher

- (q) Connor: If community identified Splash Pad as a priority, it should be put on the top of the list.
 - (r) Staff will summarize board feedback - box up Centennial, and consider some Master Plan options - and give us a game plan. Funds can be rolled over. September was great for Tax Revenue, and Council looks to PROST dept to use those funds to make life better for Solidans - Could put some of these projects in the actual budget.
 - ii) Currently committed in other budgets
 - (1) Soaking pools - 960K
 - (2) River trail - 50K
 - (3) Vandever - 25K
 - (a) What, where, how...?
 - (4) Trash Cans - 8.5K
 - (5) Trees - 20K
 - (6) Consulting - Special Projects (River Park master plan) - 17K
 - (7) Boiler - 65K
 - (8) Toolcat/Gator - 100K
 - (9) Marvin Park improvements - 12K
 - (10) Centennial Park improvements (utility upgrades) - 60K
 - (11) Ice Rink - 20K
 - (12) Infrastructure upgrades (pool drain) - 50K
 - (13) Ideas?
- d) Projects (current & future)
 - i) Community Partner Requests – developing a process for this. City gets requests for various things, how can we develop a process for the department to handle requests (benches, trails, etc). Diesel will show
 - ii) Trails
 - (1) Developing a general process for reviewing trail building requests from SMT and SPOT
 - (a) Introduced by SMT
 - (b) Taskforce formed - research and site visit
 - (c) Taskforce report back to PROST
 - (d) Vote
 - (2) [MOU review](#) and approval (please review before meeting)
 - (3) new trail for consideration from SMT ([Dream on extension](#))
 - (a) Diesel and Will went on walk with SMT. Don't want do to anything that would jeopardize a master plan, but felt this trail has no concern. Next walk, more PROST participation. Will: Make good trail connections in good area. It's a good thing and makes sense, and let the Open Space plan

address the more "base" area (facilities, bathrooms, etc). Diesel: don't want to stop trail building until we have a master plan.

- (b) Lisa: If no feedback, we'll have Mike present
- (c) Mike Smith: Main pinch point is that most users all go up Frontside to access system. Goal for this an alternate route up into system - easy climbing trail, with good site lines, not intended for downhill use. Because on City property, signage can be more specific for directional. Helps disperse users. Believe can build it sustainably. SMT would fully fund this trail.
- (d) Rob: what lands does it use? Mike: All on City land.
- (e) Connor: Is there a flag line in the ground? Mike: a trail corridor is created, determining grade and switchbacks before pinning. Hired Brink through CMC to verify a good corridor, as well as some other trails.
- (f) Connor - concern was steepness of the start, but connectivity is a great option. Rob: might be hard to keep people down it. Mike: has good experience on "suggested" direction signage. Make it safe overall.
- (g) Jessica: Thinks people are going to self-police themselves and won't have downhill user conflict.
- (h) Amy: Loves it, what is the timeline? Mike: This can start this spring. As soon as weather is good and will be contracted to a professional builder. Cost will be around \$25k. Amy: Approx distance? Mike: between .75-1 mile.
- (i) Kristi: Direction signs for runners and hikers - makes them think it is a bike-only trail. Don't want to cause conflict between hikers/runners and bikers for directional. Also thinks there are plenty of options to get into the system.
- (j) Mike: Looking at the system from F-Street, Frontside looks like the obvious choice. Not being able to sign near the railroad.
- (k) Jessica: An easier access point would be crucial - Rusty Lung, Burn Pile and Chicken Dinner are all treated as downhill trails and people go fast and many close calls. Would be a great option for more beginners, and better for a family-friendly hike. Agree to make sure signs are clear that hikers/runners are welcome on.
- (l) Have a group of PROST to go the site. (Rob, Jessica, Kristi, Lisa)

(m) Connor - we should finalize this proposal process so we have a framework

(n) Board will officially vote next meeting on trail approval.

iii) Skatepark update

- (1) Going good - Grindline is onsite digging big holes! Is there time to add lights to project. FOSKP has some additional funds to spend. Amy: Definitely have additional funds - is it worth PROST to make recommendations on funds. Shade structure has been identified from GOCO/City as a priority, Skate Park members would like lights. Are there lights anywhere else in the park? Not at this point. A shade structure is important, could use CTF funds for lighting in park. Rob: GOCO grant for \$10k, is that for lighting? Sara: that was a city applied for grant, that it is for square footage of skate park, not for any amenities. Lisa: can we get more details on lighting vs shade structure for next meeting? Will have a course of action for next meeting with details.

e) Programs

- i) Sara: COVID has made it hard to put on programs. Currently virtual creative writing class. Going to try for kayak roll sessions and allow rafting team to practice at pool in January. Thinking about NYD 5K options - staggered start or virtual.
- ii) New rec guide coming out - will go out in the Mountain Mail to be more approachable for people.

f) Member updates

- i) Rob: Next agenda to talk about Silver Sneakers/Pool. Sara: trying to figure out how to incorporate it back in, so will have an update next meeting.

Next meeting, January 12th. 6pm.

Future topics

- Project priorities
- Riverpark
- Crestone Mesa Park/Street Trees

Resources:

[Membership records](#) [Link to Municipal Code Website](#) [Master Plan](#) [Robert's Rules of Order](#)

Public Works Department Report

December 2020

General

- Planning
 - Streets
 - CO 291 Intersection Control Evaluation and Corridor Plan - Consultant to provide update late December. Expect to have finalized early 2021
 - Utilities
 - Due diligence on implementation items. Upstream storage and capacity considerations at Pasqualle.
 - Assist finance with SDF portion of rate study; infrastructure valuation and age due diligence
 - Project Management
 - Project planning, contracting, and project management for the 2020 capital projects.
 - Blake Street – final punchlist for Blake Street. Several concrete punchlist items will be completed in spring of 2020 when ideal temps are present.
 - Concrete rehab – ongoing
 - Centennial and Holman Ave. project complete with exception for sidewalk to be completed through Centennial after the skate park is completed.
 - Bio-solids concrete slab expansion at WWTP underway
 - Project management and coordination with CDPHE for SRF funding
 - Update to Environmental Assessment and Project Needs as necessary for state revolving loan fund
 - Working through SRF agreement conditions
 - Coordination with XCEL and CDOT on Phase IV Streetscape Improvements
 - Pasqualle Spring prelim design planning items
-

Streets

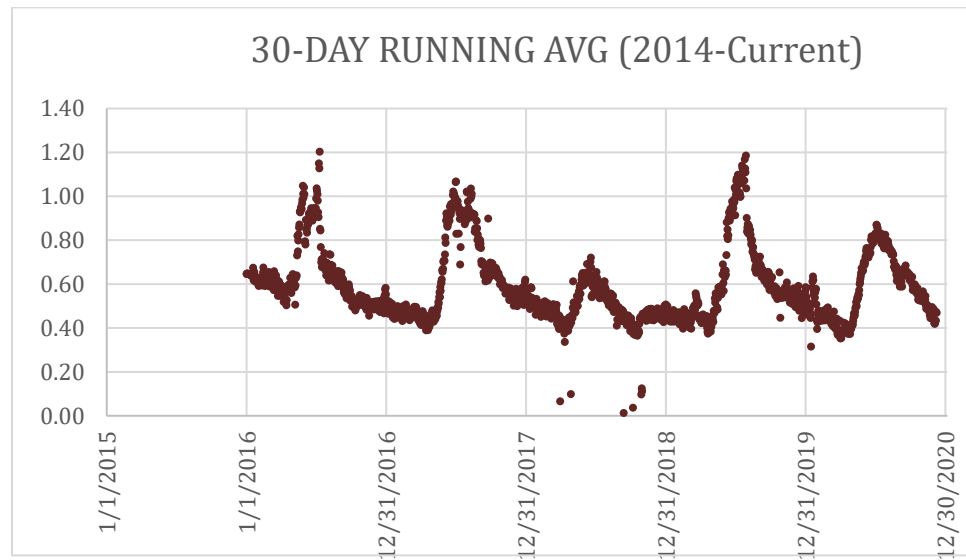
- Staff completed striping and signage at Holman Ave. improvements.
 - Staff completed handrail constructed along 2nd Street at new sidewalk adjacent to Spur Trail.
 - Staff assisted with road access closure modifications at Hot Springs source.
-

Utilities

- Field Utilities
 - Continue with CCTV inspection of city sewer mains
 - Ongoing inspections for development related work (Confluent Park)
- Treatment
 - Bio-solids slab expansion underway

- Routine maintenance and operations

- Updated annual graphing of wastewater plant flows (attached). Trends show a tighter piping system (less infiltration in summer) and higher monthly average in the spring and fall trending.





CHAFFEE COUNTY
 DEVELOPMENT SERVICES DEPARTMENT
 104 Crestone Ave., Room 125
 P.O. Box 699
 Salida, Colorado 81201
 (719) 539-2124 FAX: (719) 530-9208
 bdepartment@chaffeecounty.org

December 14, 2020 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Permit Activity

- **Permits** issued in November 2020: 353 (BMEP only)
 2019: 319 (BMEP only)
 * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in November 2020: \$95,801.16 (all divisions)
 2019: \$74,356.15 (all divisions)
- **Total Revenue** collected year-to-date 2020: \$1,254,357.83 (all div.s)
 2019: \$1,466,780.59 (all div.s)
 % of Total budgeted revenue (original) collected by year end: 104.53%
 (\$1.2 M)
 % of Total Covid amended revenue collected by year end: 125.43%
 (\$1 M)
- **SFDs** issued in November 2020: 16
 2019: 7
 Salida: 3 BV: 4 Poncha: 1 County: 8
- **2020 year-to-date permit totals:**

Salida:	719	32 SFDs
Buena Vista:	423	59 SFDs
Poncha Springs:	364	34 SFDs
Unincorporated County:	<u>1,694</u>	<u>98 SFDs</u>
Total Number of Permits Issued:	3,200	*223 SFDs
- **2019 year-to-date permit totals:**

Salida:	975	30 SFDs
Buena Vista:	518	70 SFDs
Poncha Springs:	346	46 SFDs
Unincorporated County:	<u>1,682</u>	<u>123 SFDs</u>
	3,521	*269 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. New Commercial Projects

Salida:

- **1070 E Hwy 50:** A permit was issued for a storage building at this address.

- **410 W. Hwy. 50:** A permit was issued for a new skate park at the hot springs facility.

Buena Vista

- **506 E. Main Street:** A permit was issued for an interior alteration at this location.
- **316 W. Main Street:** A permit was issued for an interior alteration at this location.
- **321 E. Main Street:** A permit was issued for a temporary tent at the Deerhammer Distillery.

Poncha Springs:

- **115 Pahlone Parkway:** A permit was issued for a temporary tent at the elevation brewery.

Chaffee County:

- **9255 CR140:** A permit was issued for the beacon tower at the airport.

C. Inspection Totals

- We performed 974 field inspections in the month of November.
- We issued 32 certificates of occupancy in November.

D. Legislative Update

- Nothing to report.

E. Personnel Update:

- We have hired Hans Friedel to join our Planning and Zoning team. Hans is highly qualified, is a certified planner through APA, and has several years of planning experience. We are excited that he has joined our team. He will start on February 1.

II. Planning & Zoning

- A. Land Use Code:** The amendment to Article 7.7.2, the Airport Overlay District was heard at the September 29, 2020 regular meeting and was recommended for approval. The amendment was heard by the BoCC on October 13, 2020 and approved. The Resolution was to be heard by the BoCC on November 4, 2020 when staff noted an error in the densities shown in Table 7.7.2 necessitating re-review by the Planning Commission. This is scheduled to be heard on **January 5, 2021** and by the BoCC on **January 19, 2021**.

Changes to the Marijuana Optional Premises Cultivation setbacks in Article 7.8.22 have been requested by the owner of a facility. This was discussed by PC & BoCC in a joint work session on February 25, 2020 with consensus for a change and never scheduled for public hearing. The amendment will be heard by the PC in worksession on **January 5, 2021**.

- B. Comprehensive Plan:** On October 23, 2020, the BoCC issued direction to the Planning Commission with a timeline to complete the Comprehensive Plan Process by the end of 2020. A subcommittee met on October 27 to discuss re-formatting of the document and comments are being issued to CT on November 2, 2020 in anticipation of a November 9, 2020 presentation to the Planning Commission of the third draft that will be posted for review by November 16, 2020. A Planning Commission Public Hearing will be held on **December 15, 2020** to consider adoption of the plan.

C. Land Use Current / Pending / in progress:

Applications Scheduled for Public hearing:

- The Dao Minor Subdivision final plat on CR 270, just north of the Kalivoda ROSI, proposes division of 13.56 acres into 3 lots. The sketch plan was before the Planning Commission on July 28, 2020 and was approved for agency review. This application was before the Planning Commission on November 24, 2020 and the BoCC on **December 8, 2020**.
- The Roach Heritage Water Subdivision Exemption at 12110 CR 280, just west of Hwy 285 proposes the division of 40.8 acres into 2 – 20.4 acre parcels. This application will be before the BoCC on **December 8, 2020**.
- The Sampson Heritage Water Subdivision Exemption at 8701 CR 160, west of Smeltertown, proposes the division of 5.66 acres into 2 lots. This application will be before the BoCC on **December 8, 2020**.
- The Valley View School Subdivision Exemption for Public Benefit at 9051 CR 140 is “Clean Up” of land divided and deeded to the Salida School District without County approval. This application will be before the BoCC on **December 8, 2020**.
- Salida Secure Storage at 8300 W. Highway 50 is requesting a 25’ variance to the 25’ front setback for construction of an 8’ security fence. This request will be heard by the Board of Adjustment on **December 14, 2020**.
- 2 Lot owners in Cottonwood Subdivision, on the south side of Crossman Ave., east of the Meadows Farm, are requesting an appeal of legal and planning staffs reading of deeds associated with a 20’ roadway created by the 1956 plat of Cottonwood Subdivision. This appeal will be heard by the Board of Adjustment on **December 14, 2020**.
- The Glus and Boudreau Boundary Line Adjustment at 24332 & 24342 CR 324 (about 2 miles S. of the Hwy 24/285 intersection) proposes the adjustment of a 41.53 and a 39.34 acre parcel into parcels of 15.52 and 65.35 acres. Both parcels have existing residences. This application will be heard by the BoCC on **December 15, 2020**.
- The Southwinds Boundary Line Adjustment at 101 & 102 Tailwinds Dr., S. of the Buena Vista Airport, adjusts Lot 3 of the Southwinds Minor Subdivision from 2.73 acres to 5.48 acres and Lot 2 from 30.88 acres to 28.13 acres. This application will be before the BoCC on **December 15, 2020**.
- The Shaw Ranch Major Subdivision Sketch Plan at 7380 CR 221, east of Maysville, proposes 8 Lots on 74.4 acres. Lots will range from 2.4 to 34.7 acres. This application will be heard by the Planning Commission on **January 5, 2021** and by the BoCC on **January 19, 2021**.
- The Olson Heritage Water Subdivision Exemption at 7600 CR 111 proposes the division of a 5.11 acre parcel in two lots of 3.03 and 2.08 acres. This application will be before the BoCC on **January 12, 2021**.
- The Bainbridge Heritage Water Subdivision Exemption at 12500 CR 190E proposes the division of a 34.99 acre parcel in two lots of 2.09 and 32.9 acres. This application will be before the BoCC on **January 12, 2021**.

Recently Approved, Denied or Withdrawn Applications:

- The Centerville Ranch Phase 1, Filing 2 Final Plan for 32 lots was heard by the BoCC on November 4, 2020 and approved. This completes the 62 lots in Phase 1.
- The Strehler Plat Amendment of Parcel 1, Monarch Investments Replat of a portion of Maysville proposed a realignment of an emergency egress. This application was before the BoCC on November 10, 2020 and approved.
- Joe Cooper appealed the Planning Commission approval of the Cooper Minor Subdivision concerning the creation of a private road to provide frontage to one of the lots, the designation of building envelopes and the inclusion of the Restriction of Future Changes note. This appeal was before the BoCC on November 17, 2020 and modifications were made to 2 of the conditions of approval.
- The Baca Family Trust Boundary Line Adjustment at 17400 W. Highway 50 in the Maysville Townsite proposed to adjust 3 existing parcels totaling 9.29 acres and dedicate a portion of CR 220. This application was before the BoCC on November 17, 2020 and approved.
- The Warholoski/Longuski Boundary Line Adjustment at 29105 and 29145 CR 330, west of Buena Vista, proposed a decrease in non-conformity of the Longuski parcel to allow for construction of a garage. This application was before the BoCC on November 17, 2020 and approved.

Applications Requiring Applicant Action:

- The Aspire Tours application for Limited Impact Review at 11302 CR 190W proposes an Outfitting Facility, a Commercial Campground and a Seasonal Employee Campground on a 44-acre parcel. This application was to be heard by the Planning Commission on February 25, 2020 but was continued to March 31, 2020 at the applicant's request. The application was before the Planning Commission on July 7, 2020 and further **continued to a date uncertain** to allow the applicant to provide a water supply study and traffic study of the property.
- The Morrison Heritage Water Subdivision Exemption at 15974 CR 306 proposes the creation of one lot and one outlot in conjunction with a Minor Subdivision. The HWSE was heard by the BoCC on November 19, 2019 and approved. The Minor Subdivision was heard by the PC on November 19, 2019 and was recommended for approval.
- Ruby Mountain Minor Subdivision sketch plan, located east of the Arkansas River adjacent to the Ruby Mountain campground, proposes to divide a 19.7-acre parcel into two lots. This application was before the PC on January 29, 2019 and recommended for approval. The application will be sent for agency review upon receipt of the final submittal.
- El Rancho Vaquero Minor Subdivision north of the Buena Vista rodeo grounds proposes to divide the outlot created by the Heritage Water Subdivision into 3 lots of 9.6 to 9.8 acres. The Minor Subdivision was before the Planning Commission on February 26, 2019 and recommended for agency review. Road dedication issues are trying to be resolved with BV.

- Whispering Pinons Acres Major Subdivision Sketch Plan at 11341 CR 206, west of the Poncha Springs Cemetery, proposing 12 lots on 40 acres was heard and approved by the BoCC on March 13, 2018. Staff granted a 6-month extension to submit the preliminary plat through September 13, 2019. We have not heard from the applicant. This application is out of compliance.

Out of Compliance Applications:

- Estates at Mt. Princeton Phase II & III (OLD) are required to be completed by 06/08/2015 (sketch plans for multiple filing subdivisions are valid for a maximum of 5 years under the old regulations). The PUD development agreement also refers to a five-year term, requiring that all phases have final approval within 5 years. Staff had a pre-application meeting with the applicant on 6/4/15. This subdivision is out of compliance. Staff met with representatives of Mt. Princeton Holdings and Phelps Engineering on September 30, 2019 and it was agreed that Phases II & III will need to be considered as a new application. A replat of lots in Phase I was also discussed. No application has been submitted to date.

D. Nestle Waters: On September 3, 2019 Nestle submitted an application for extension of their 1041 permit without amendment. The BoCC considered a continuance of this hearing on April 7, 2020, and eventually, hearing dates of October 20, and 22, 2020 were set for the Fairgrounds. At the meetings, staff reports, expert testimony, opposition presentation, public comment and applicant rebuttal took approximately 13 hours after which, the public comment portion of the application was closed. Deliberation by the BoCC occurred on November 5, 10, and 17, 2020 at which time the BoCC determined a need for an economic impact study. The matter will be considered at the **December 8, 2020** meeting.

E. Subdivisions subject to SIA with Lot Sales Restrictions:

1. Estates at Mt. Princeton: LSR on Phase 1, Lots 10 and 16-27; was extended through June 27, 2019. Staff met with the applicant on September 30, 2019, see out of compliance applications.
2. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20 2029
3. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
4. Westwinds: LSR Lots 35-45 Filing 3 & Lots 47-49 and 52-55, Filing 4. Developer has entered into an escrow agreement with the County (\$3520) for completion of road grading and road swales. The roads were approved by Gary Greiner and the BoCC authorized release of the funds.
5. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019. This will require extension.
6. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019. This requires extension
7. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.
8. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019. The applicant has submitted the funds required by the Improvements Agreement and has submitted an application for the building permit. Construction is complete. The landscaping of the property has been completed

- and staff inspected the improvements on July, 16 2020 at which time it was noted that the irrigation system was not functional and that some of the plantings did not look healthy or were dying. The release of funds was before the BoCC on July 21 and this item was continued to August 11, 2020 and then September 8, 2020 to allow the applicant to repair the irrigation system, attend to the plantings and allow staff to do another site visit. Staff visited the site again on September 4, 2020 and found the plantings to be taking hold and the irrigation system to be functional. At the September 8 hearing the BoCC approved release of one-half of the escrow funds and set another review of the landscaping at the first meeting in May of 2021.
9. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
 10. Strother Minor Subdivision: LSR through July 7, 2023.

F. Violation Investigations

1. Staff is working with the owner of a campground operating on CR 250 in the Rural zone without permitting. The renter of the property was operating the campground and the owner wishes to bring the property into compliance.

III. Engineering

F. Road and Bridge

1. Granite Bridge: See section E. Engineering projects.

G. Plan Review

1. Staff reviewed the following plans:
 - a. Staff performed a rough road inspection on the RGP subdivision.

H. OWTS Program

1. In November staff reviewed 7 OWTS designs. Issued 5 OWTS permits and 4 are on hold.
2. Sleeping Indian; Staff has been in contact with CDPHE regarding the decommissioning of the existing OWTS system. The state has decided that the system may be decommissioned and that staff may decide at what level of decommissioning is appropriate. The state recommends that the septic tanks be crushed, the piping be removed and the fields may remain in place but an environmental covenant should be placed on the deed to the property so that future owners are aware that such material is buried there.

I. Regional engineering plan review and inspection

1. Army Corp Of Engineers, "Waters of the USA", violations:
 - b. 30450 CR 371; A survey has been performed of the location. Staff has informed the owners of the next steps that need to be completed before a decision is made regarding this situation.

J. Engineering Projects

1. Buena Vista High School: Phase1, 2 and 3 are complete and a CO has been granted.
 - c. Staff performed approximately 275 different inspections on this property for a total of about 810 man hours at a cost of approximately \$41,250. Milage costs were roughly \$9,570. Plan review cost the county roughly \$3,025 in staff time for a total cost of about \$53,845 excluding fixed costs. The building permit fee was \$56,937.11.

2. Salida Airport Beacon Tower:
 - a. The foundation and the rough electrical work have been constructed.
 - b. The first section of the tower was erected on 12-1.



3. Low water crossings on CR 110:
 - a. No new news to report.
4. Fair grounds North building, heating/cooling:
 - a. The sewer and water line have been installed to the North building.
 - b. RTU units, gas piping and electrical work have been installed.
 - c. Water fountain change order has been approved and the plumbing therefore has prepped.
 - d. Atmos will set the gas meter the first week of December.



5. Chaffee County Administration Building:
 - a. No new news to report.
 - b. To Do: Open house to present design to public.
6. Public safety Building BV:
 - a. Staff has informed all candidates that the review process will be starting up again in December. In December the selection committee will narrow down the candidates to 3 and the finalist will be invited to the next phase, the interview phase. The interview phase will be held in January 2021.
7. Granite Bridge rehabilitation:
 - a. No new news to report.
8. Dekker Fire recovery:
 - a. Construction started on June 22, 2020; the grant ends on 12-24-2020.
 - b. On 12-1-2020, the Development Services director, Head of Road and Bridge, staff, the NRCS engineer, and the NRCS regional director

- performed a formal walk through on all of the project locations. NRCS reported that all the locations will be approved.
- c. Staff completed all As-built drawings and assisted Road in Bridge with finalizing the daily construction log for every building site.
 - d. The financial director is preparing the final payment submittal to NRCS. The final submittal will be sent in the first week of December.
 - e. Site specific status:
 - i. The Hosman property: 100% complete,
 - ii. The Short property: 100% complete,
 - iii. The Fontana property: 100% complete,
 - iv. The Ricci property: 100% complete,
 - v. The Graves/Stables property: 100% complete,
 - vi. The Byars property: Byars have chosen to not participate in the EWP program.
 - vii. The Speaker property: 100% complete,
 - viii. The Chick property: 100% complete,
9. Sleeping Indian:
- a. See section C, OWTS Program for news regarding Sleeping Indian.
10. Chaffee County EMS/911 communication tower fencing:
- a. Staff has been communicating with the town administer of Poncha Springs regarding placing a fence around the equipment. The town administrator and the Mayor are positive about the placement of a fence. Although they request that the county research a more aesthetic fence, since the EMS/911 communication tower and equipment is located at the entrance of the Poncha Springs Cemetery.
11. Chaffee County EMS/911 communication tower illegal placement of equipment.
- a. Colorado Central telecom installed extra equipment on the Chaffee County EMS communication tower located by the Poncha Springs Cemetery. CCT promised to remove all equipment by November 2, 2020. As of 12-2 the unauthorized equipment has not been removed. The original CCT permit in 2018-19 was to place 3 items, 2 dishes and 1 antenna on the tower. The equipment that was installed exceeds the permit and the engineering.

Installed w/out permission



Tower picture taken 10-25

3 items were removed



Tower picture taken 11-2

One item was removed



Tower picture taken 12-2



*Unauthorized and illegally
installed toolchest that houses
unrated electrical equipment.
Has not been removed*