



CITY COUNCIL REGULAR MEETING

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

January 18, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

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/xAllQfSsmmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve January 4, 2022 Minutes

4. Approval of Engineering Agreement – Harriet Alexander Field – Categorical Exclusion

CITIZEN COMMENT–Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

5. Personnel Manual Update

6. **Resolution 2022-02** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Naccarato, Pappenfort, Pollock, Templeton

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

7. Staff Reports

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.

BOCC Report

8. BOCC Reports

EXECUTIVE SESSION

- 9. EXECUTIVE SESSION: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), and for a conference with the City Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and the following additional details are provided for identification purposes: a pending lawsuit in Chaffee County District Court
- 10. EXECUTIVE SESSION: For the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e), and for a discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill and office of this body or of an elected officials; or personnel policies that do not required the discussion of matters personal to particular employees, and the following additional details are provided for identification purposes: City Attorney annual performance evaluation

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



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
January 04, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

- Council Member Justin Critelli
- Council Member Harald Kasper
- Council Member Dominique Naccarato
- Council Member Alisa Pappenfort
- Council Member Mike Pollock
- Council Member Jane Templeton
- Mayor Dan Shore
- Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

- Approve Agenda
- Approve December 21, 2021 Minutes
- Hangar Ground Lease (2) for Harriet Alexander Field
- Facility Space License Agreement – Smiling J, LLC, dba Hilltop Broadband

CITIZEN COMMENT–Three (3) Minute Time Limit

There was no Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business.

NEW BUSINESS / ACTION ITEMS

2022 Salida Community Grants Process – Chaffee County Community Foundation

Council Member Templeton moved to approve the community grants process and funding in the amount of \$81,600, with a carryover of \$8,889 from 2021, for the Chaffee County Community Foundation in support of the City of Salida's Donor Advised Fund, Seconded by Council Member Pappenfort.

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.

Council Member Templeton and Pappenfort offered to attend meetings on behalf of the City.

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

THE MOTION PASSED.

After the vote Council Member Naccarato said that she thought the vote was for approving Templeton and Pappenfort to represent the City. She clarified that she was recusing herself from the vote.

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

Voting Abstaining: Council Member Naccarato

THE MOTION PASSED.

RESOLUTION 2022-01 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY COUNCIL MEETINGS AND OTHER CITY BUSINESS

Council Member Kasper moved to approve the Resolution, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 6:36 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE January 18, 2022
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ITEM

Approval of Engineering Agreement – Harriet Alexander Field – Categorical Exclusion

BACKGROUND

The City of Salida, in conjunction with Chaffee County, must continue to ensure that hangar installation at Harriet Alexander Field remain compliant with Federal Aviation Administration (FAA) regulations through the Airport Board. The attached contract would engage the services of Dibble Engineering to complete a Categorical Exclusion (CATEX) to update the Airport Layout Plan and Airport Property Map to incorporate the future construction of three new corporate aircraft hangars, associated pavement, grading and drainage at the Airport.

FISCAL NOTE

Total cost of the contract is \$14,722; the City of Salida is responsible for half of the costs of said contract, or \$7,361. This amount can be accommodated in the Airport’s budgeted allotment for 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with Dibble Engineering for the Categorical Exclusion for hangar installations at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

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

**AIRPORT ENGINEERING DESIGN
AND
CONSTRUCTION MANAGEMENT
CONSULTING SERVICES AGREEMENT**

**Harriet Alexander Field – Salida Airport On-Call Contract
Task 03 – Hangar Development CATEX**

This Agreement, entered into as of this **th** day of , 2021, by and between:

CITY OF SALIDA and CHAFFEE COUNTY

hereinafter also referred to as the
Sponsor

Harriet Alexander Field - Salida Airport
P.O. Box 699
104 Crestone Ave.
Salida, CO 81201

hereinafter also referred to
as the **Sponsor**

AND:

DIBBLE

2696 South Colorado Blvd., Suite 330
Denver, CO 80222

hereinafter also referred to
as the **Consultant**

For the purpose of the Sponsor to retain the Consultant to provide professional airport consulting services for the development of the Harriet Alexander Field - Salida Airport, including, but not necessarily limited to: engineering/design services for the above-referenced project, including development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required; bid phase services, including coordination and attending pre-bid meetings and bid opening meetings, responding to contractor questions, issuing addenda to contract documents, and providing bid analysis and tabulations; and construction phase services including on-site construction inspection/observation, construction contract administration, contractor document responses, and project close-out activities, including final construction reports and Record Drawings.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Engagement of the Consultant.** In consideration of the mutual promises contained in this Agreement and in the *On-Call Contract Master Agreement for Airport Engineering and Construction Management Services* dated August 14, 2019 (Master Agreement), the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the City of Salida and Chaffee County, in accordance with all the terms and conditions contained in this Agreement and the Master Agreement.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation

Harriet Alexander Field – Salida Airport On-Call Task 03: Hangar Development CATEX -

Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: attached hereto. The Consultant is authorized to utilize the services of independent contractors, subconsultants, and subcontractors, when such services are warranted and agreed upon by the Sponsor.

- (a) The Consultant shall render services as the Sponsor's professional airport Consultant, giving consultation and advice as needed. The Consultant shall provide project-related general project administration including but not necessarily limited to: Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional review as required;
- (b) Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (FAA), Colorado Department of Transportation (CDOT) – Aeronautics Division, airport users, city, county, and other interested parties;
- (c) Review, and revise as necessary, the airport drawings which provide the basis for the project design;
- (d) Prepare preliminary Plans and Specifications and cost estimates for the design and construction;
- (e) Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor for projects that may be funded by the Sponsor, FAA, and/or CDOT Aeronautics;
- (f) Prepare an Engineer's Design Report, including estimates of final quantities and opinion of probable construction costs. The draft report will be submitted with the preliminary Plans and Specifications, and the final report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and or CDOT Aeronautics;
- (g) Prepare or assist in the preparation of an application for federal funds and a property map;
- (h) Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;
- (i) Provide complete sets of approved Plan and Specifications and other contract documents for the bidding of the project;
- (j) Arrange for and conduct a pre-bid conference and job showing;
- (k) Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;
- (l) Provide Field engineering services.

1.3 **Responsibility of the Consultant.** Consultant shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract. Consultant shall further be responsible for the timely completion, and acknowledges that a failure to comply with the Project Documents may result in Sponsor's decision to withhold payment or to terminate this Contract. Consultant shall be responsible for the technical accuracy of its services, data and documents resulting therefrom and Sponsor shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in Sponsor-furnished information that is not verifiable through outside sources.

Consultant shall secure at Consultant's own expense all necessary certificates, licenses and permits

required in connection with the work contemplated by this Contract or any part of this Contract, shall give all notices required by law, ordinance or regulation.

Federal Compliance: Consultant represents and covenants to Sponsor that all services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subconsultants.** At the time subconsultant services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subconsultant firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the subconsultant.

1.6 **Time of Performance.** The services of the Consultant shall be available from the date of Notice to Proceed for design to the completion of Construction Phase services, as noted in Exhibit A.

1.7 **Independent Contractor.** Consultant is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Consultant shall not have authority to bind the Sponsor in any contract or agreement. Consultant will not participate in any retirement, bonus, welfare or benefit plans of the Sponsor. Consultant acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Sponsor, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida. Consultant shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Consultant, or some other entity that is not a party to this Contract.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The Consultant shall adhere to the hourly rate fee schedules attached as **Exhibit A** to this agreement; however, Consultant may request reasonable annual adjustment of billing rates described in **Exhibit A** subject to Consultant providing Sponsor sixty (60) day notice in writing of fee revisions and negotiation with, and agreement by the Sponsor.

(a) Compensation for services authorized by the Sponsor for this Task shall be based on the hours and rates contained the proposal provided in **Exhibit A**, after FAA has provided concurrence. Hourly rates are based on the established Master Contract billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if

requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under a federal grant, the expenses will comply with the federal travel policy rates.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement, and after the FAA Grant for design and construction of this Task 03 Project has been received and accepted by the County.

(a) For services, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

2.3 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports which indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of Colorado and/or Federal project grant application requirements.

2.4 **Billing Address.** All billings will be sent to the attention of:

Chaffee County Administrator
PO Box 699
Salida, CO 81201.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices thirty (30) days after the FAA Grant for design and construction of this Task 03 Project has been received and accepted by the County. At no time will payment of requisitions exceed thirty (30) days from the date of Sponsor's receipt of the invoice without notification to the Consultant, however, for services eligible for federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if Sponsor feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date or receipt by the Consultant of the notification of change. Consultant acknowledges that any work it performs beyond that specifically authorized by Sponsor is performed at Consultant's risk and without authorization under this Contract. Sponsor shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, at its sole discretion, by written notice to the Consultant, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill his contract obligations, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise. If Sponsor terminates this contract because Consultant has breached this Contract, Consultant may be required to refund Sponsor the compensation paid pursuant to this Contract for work (or projects) found to be insufficient or incomplete. A breach of this Contract shall include the failure by Consultant to perform the work within the applicable time frames set forth in the respective project scope of work. In addition, Sponsor shall have all rights and remedies available at law or equity.

ARTICLE 5 - ASSURANCES

5.1 **Compliance with Laws.** It is assumed that Consultant and Subconsultant are familiar with all applicable federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Consultant or Subconsultant shall in any way serve to modify the provisions of the Contract. Consultant and Subconsultant shall at all times observe and comply with all applicable federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project.

5.2 **Affirmative Action.** The Consultant has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity."

The Consultant shall, in all hiring or employment made possible by or resulting from this Contract, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in the receipt of the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

5.3 **Solicitations for Subconsultants.** In all solicitations by the Consultant for work to be performed under a subcontract, each potential subconsultant shall be notified by the Consultant of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin. Subconsultants used in AIP related projects are required to follow the bid solicitation requirements.

5.4 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the FAA, or CDOT may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Consultant under the contract until the Consultant complies and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

5.5 **Information and Reports.** The Consultant shall provide information and reports as required by the AIP project, regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, FAA, or CDOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, FAA, or CDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Incorporation of Provisions.** The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract as the Sponsor, the FAA, or CDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.7 **Breach of Contract Terms.** Any violation or breach of the terms of this contract on the part of the Consultant or subconsultant(s) may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

5.8 **Suspension and Debarment.** The Consultant confirms by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower

tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to confirm to this statement, it shall attach an explanation to this solicitation/proposal.

5.9 **Inspection of Records.** The Consultant shall maintain an acceptable cost accounting system. The Sponsor, FAA and CDOT shall have access to any books, documents, paper, and records of the Consultant which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for five (5) years after the Sponsor makes final payment and all other pending matters are closed.

5.10 **Ownership of Documents and Other Data.** In accordance with FAA guidelines, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this contract are to be and remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. The Sponsor agrees to hold harmless and release the Consultant from any liability arising out of, or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by others.

5.11 **Disadvantaged Business Enterprise (DBE) Assurances.** The Consultant agrees to ensure that disadvantaged business enterprises have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with any Federal funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

5.12 **Lobbying and Influencing Federal Employees.** No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ARTICLE SIX - SUSPENSION OF WORK

The Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE SEVEN - INSURANCE

The Consultant or any subconsultant shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the Consultant from claims

for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- (b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- (c) Statutory workers compensation and employer's liability insurance for the State of Colorado

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the Sponsor as additionally insured.

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under the same conditions by design professional practicing in the same field at the same time in the same or similar locality.

Consultant shall be liable and responsible for damages to persons or property caused by or arising out of the negligent actions, obligations, or omissions of Consultant, its employees, agents, representatives or other persons acting under Consultant's direction or control in performing or failing to perform the work under this Contract. Consultant will defend, indemnify and hold harmless Sponsor, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Consultant, its employees, agents or representatives, or other persons acting under Consultant's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of Sponsors' immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.

ARTICLE NINE - INTERESTS AND BENEFITS

9.1 **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

9.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall

participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN - MISCELLANEOUS

11.1 **Governing Law and Jurisdiction.** The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

11.2 **Amendment.** This Contract shall not be amended, except by subsequent written Contract of the parties.

11.3 **Work By Worker Without Authorization Prohibited.**

- a. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Contract.
- b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
- c. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
- d. If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, Consultant shall be required to:
 - i. notify the subcontractor and Sponsor within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization (“Notice”); and
 - ii. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- e. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- f. If Consultant violates this Paragraph, Sponsor may terminate this Contract for breach of contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to County arising out of said violation.

11.4 Certification Regarding Employing or Contracting with a Worker Without Authorization. If Consultant has any employees or subcontractors, Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding a Worker Without Authorization - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Consultant certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under the Contract and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Contract.

11.5 Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:

- a. the aggregate value of things received from a single source does not exceed \$65/calendar year; or
- b. the County employee/elected official gave the donor consideration of equal or greater value; or
- c. an enumerated exception applies.

11.6 Statutory and Regulatory Requirements. This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:

- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
- b. Consultant shall comply with all requirement of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State of Colorado (the “State”)
- c. Contractor shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

11.7 Priority of Provisions. In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

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

11.8 **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

11.9 **Survival.** All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

11.10 **Waiver.** Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

11.11 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person, except the State of Colorado, the FAA and any other applicable state or federal regulatory agency. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

11.12 **Authority.** Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.

11.13 **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.


IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this Agreement as of the date first written.

FOR THE Consultant

FOR THE Sponsor

Dibble

City of Salida

By:  Ryan Toner,
Vice President for
Jared Bass, PE
Vice President

By: _____
Name

Date: 07/27/2021

Title

Date: _____

Notice Address:

EXHIBIT A

***Dibble Task 03: Hangar Development CATEX
Engineering Services Proposal dated June 15, 2021***

HARRIET ALEXANDER FIELD HANGER DEVELOPMENT CATEX SERVICES CONTRACT

This Contract ("Contract") is made and entered into July 6, 2021, and is between the County of Chaffee, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado ("County") and City of Salida ("City") (collectively the County and City hereinafter referred to as the "Sponsor") and Dibble Engineering ("Contractor").

The Sponsor desires to contract for the services of Contractor as an Independent Contractor pursuant to the terms and conditions of the attached **Exhibit A**.

In consideration of the rights and obligations specified below, the Sponsor and the Contractor agree as follows:

1. Performance of Services.
 - a. Scope of Services. The attached **Exhibit A** describes the work to be performed (the "Work"). Contractor is not required to observe particular working hours or work a specified number of hours. Contractor shall determine whether it possesses the sufficient training and background to carry out specific requests for services. Except as expressly provided in this Contract, Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the Work. Contractor shall perform the Work in strict accordance with this Contract.
 - b. Quality of Performance. The Contractor shall perform the Contract in a manner satisfactory and acceptable to the Sponsor. The Sponsor shall be the sole judge of the quality of performance.
 - c. Other Activities. Contractor may engage in other activities for compensation provided they do not conflict with the responsibilities or limitations set forth in this Contract.
 - d. Subcontractors. Contractor may hire, at its expense, any subcontractors if approved in writing by Sponsor and provided such assistants do not, in Sponsor 's sole discretion, hinder Sponsor 's business, subject to the below Prohibitions on Public Contract for Services.
 - e. Reports. Contractor has no duty to provide any reports to Sponsor except those that Sponsor deems necessary to determine the amount of fees and expenses owed to Contractor pursuant to this Contract or those required by law.
2. **Independent Contractor. Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Neither Contractor, nor its subcontractors, employees or**

agents shall have authority to bind the Sponsor in any contract or agreement. Neither Contractor, nor its subcontractors, employees, or agents will have any claim or right to participate in any retirement, bonus, welfare or benefit plans of Sponsor. Contractor acknowledges that its employees and subcontractors are not entitled to unemployment insurance benefits or workers' compensation benefits from Chaffee County and the City of Salida, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida.

3. Fees. Exhibit A details Contractor's Fees. Sponsor shall pay such fees within thirty days of Sponsor's receipt of Contractor's invoice. Upon termination, Sponsor shall pay Contractor for services rendered, less any damages suffered by Sponsor as a result of termination by Sponsor for cause.
4. Expenses. Except as set forth in Exhibit A, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.
5. Term, Termination and Related Remedies.
 - a. Term. This Contract is effective as of the above date and will continue through September 1, 2021.
 - b. Termination. Either party may terminate this agreement for any reason or no reason at all by giving the other at least fifteen (15) days written notice at the address shown below.
 - c. Remedies. Upon termination, Sponsor's sole liability to Contractor shall be to pay compensation with respect to the work which has been completed, and Sponsor shall have the entire right, title and interest in and to such Work. If Sponsor terminates this Contract because Contractor has materially breached this Contract, Sponsor shall have all rights and remedies available at law or equity.
 - d. Constitutional Requirements. The other provisions of this Contract notwithstanding, financial obligations of Sponsor payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Sponsor is prohibited by law from making financial commitments beyond the term of its current fiscal year. Sponsor has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of Sponsor as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, Sponsor shall have the right to terminate this Contract by providing seven days written notice to the Contractor, and will be released from any and all obligations hereunder. If Sponsor terminates the Contract for this reason, Sponsor and Contractor shall be released from all obligations to perform Work and make payments hereunder, except that Sponsor shall be required to make payment for Work which has been performed by

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

6. Representations and Warranties. Contractor represents and warrants the following:
- a. Title. Contractor owns (and, to the extent developed during the term of this Contract, will own) the entire right, title and interest in and to the deliverables and there are no claims, liens or clouds on such title. The deliverables are Contractor's original creation, or if not original, do not infringe upon the copyrights of any person or business.
 - b. Required Permits and Compliance with Law. Contractor has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Contractor shall at all times observe and comply with all applicable federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project.
 - c. Insurance. Contractor has obtained and shall continue to maintain at its own expense, and without cost to Sponsor, insurance protection from a company authorized to do business in Colorado, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:
 - i. Comprehensive General Liability in the amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$1,000,000.00 per occurrence. This coverage should be provided on an ISO 1998 Form or the most current form. Coverage to include:
 1. Premises
 2. Products/Completed Operations if Work includes a manufacturing operation
 3. Broad Form Comprehensive, General Liability
 - ii. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
 1. All vehicles owned, non-owned, and hired to be used on the Contract;
 2. Medical Payments.
 - iii. Employer's Liability, Workers' Compensation and Unemployment Insurance. Contractor shall secure and maintain employer's liability, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law.
 - iv. Named Insured and Certificates of Insurance.

1. Chaffee County and City of Salida, at Contractor's sole expense, shall be named as insured or additional insured on all insurance policies required under this Contract. The "additional insured" wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, is named as Additional Insured.
2. Contractor shall furnish Sponsor prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that Sponsor is notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies.

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the Sponsor.

Certificates shall be forwarded to:
 Dan Short, Finance Department
 Chaffee County
 P.O. Box 699
 Salida, CO 81201

7. Work Ownership. This is a "work for hire" labor arrangement. All ideas, materials, products, and work prepared by, and discoveries made by Contractor in fulfillment of this Contract belong exclusively to Sponsor. Upon termination of this Contract, all ideas, materials, products, work, and discoveries in Contractor's possession that relate to the arrangement will be delivered to Sponsor within two weeks of termination along with written certification of same. Upon termination, Contractor will assign to Sponsor all rights to ideas, materials, products, and work prepared by, and discoveries made by, Contractor under this Contract. This section shall survive termination of this Contract.
8. Non-discrimination. The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.
9. Nondiscrimination Provisions Binding on Subcontractors. In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
10. Indemnification. The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the

Contractor's direction or control in performing or failing to perform the work under this Contract. The Contractor will defend, indemnify and hold harmless the Sponsor, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the Sponsor's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time. This section shall survive the termination of this Contract.

11. Original Creation. Contractor will defend, hold harmless and indemnify Sponsor from and against any damages and expenses (including reasonable attorneys' fees and expenses) in any action for infringement of intellectual propriety rights with respect to ideas, materials and/or products used or provided by Contractor. This section shall survive the termination of this Contract.
12. No Waiver of Breach. Sponsor's failure to insist upon strict compliance with the provisions of this Contract will not be construed in any way as a waiver of any of Sponsor's rights or privileges. All remedies afforded in this Contract shall be cumulative, that is, in addition to every other remedy provided in this Contract or by law.
13. Prohibitions on Public Contract for Services.
 - a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
 - b. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
 - c. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
 - d. If Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - i. Notify the Subcontractor and the Sponsor within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien ("Notice"); and

- ii. Terminate the Subcontract with the Subcontractor if within three (3) days of receiving the Notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14. Certification Regarding Employing or Contracting with an Illegal Alien. If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. § 8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Contract.
- 15. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, Sponsor's Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
 - a. the aggregate value of things received from a single source does not exceed \$65/calendar year; or
 - b. the Sponsor employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
- 16. General Provisions.
 - a. Contractor Cooperation. Contractor shall cooperate and provide Sponsor all information requested by Sponsor for the purpose of submitting legally-required reports or forms to state or federal agencies including, without limitation, the Internal Revenue Service and the Colorado Department of Revenue.
 - b. Amendment. This Contract may be amended only by a written instrument signed by the parties to this Contract.
 - c. Successors and Assigns; Assignment by Contractor Prohibited. The rights and obligations of Sponsor under this Contract will inure to the benefit of and will be binding upon the successors and assigns of Sponsor. Contractor may not pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of Sponsor.

- d. Severability. If a tribunal of competent jurisdiction determines that any provision of this Contract is void, illegal, or unenforceable, the other provisions will remain in full force and effect. Any provision determined to be void, illegal, or unenforceable will be limited so that this Contract will remain in effect to the fullest extent permissible by law.
- e. Breach. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- f. Termination of Prior Agreements. This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.
- g. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- h. Notices. All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- i. Counterparts. The parties may execute this Contract in any number of counterparts, each of which will be deemed an original.
- j. Statutory Requirements. This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:
- Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the Sponsor receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.
- k. Entire Agreement. All exhibits to this Contract and provisions set forth in Sponsor's Request for Proposal and Contractor's responses to Sponsor's Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represents the entire agreement between Sponsor and Contractor with respect to the transactions contemplated by this Contract and

supersedes all previous negotiations, commitments, letters of intent and other writings.

- l. Priority of Provisions. In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
 - 1st: This Contract unless otherwise provided for in a subsequent agreement
 - 2nd: Insurance Requirements
 - 3rd: Exhibit A - Scope of Services and details of Contractor's Fees

- m. Controlling Law and Jurisdiction. The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

[Remaining Intentionally Left Blank]

Contractor

Board of Commissioners of Chaffee County

By: _____
Print Name: _____
Title: _____

By:  _____
Greg Felt, Chairman

Federal ID #: _____

Notice Address:

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

Fax: _____

Fax: 719.539.7442

City of Salida

By: _____

Notice Address:

Fax: _____

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate bylaws, the corporate seal must be affixed to the Contract by the Secretary of the corporation or other authorized keeper of the corporate seal.)

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

EXHIBIT A

June 15, 2021

Harriet Alexander Field – Salida Airport
9255 County Rd. 140
Salida, CO 81201

Attention: Mr. Zechariah Papp
Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
City Project Number: TBD
Planning and Environmental Services
Hangar Development CATEx

We appreciate the opportunity to provide Environmental Phase Services to City of Salida for the Hangar Development Project at the Harriet Alexander Field – Salida Airport as depicted on **Figure 1** (attached). This **updated** proposal has been prepared in accordance with our understanding of the proposed project based on conversations with you and the Federal Aviation Administration (FAA).

We have prepared a scope of work describing our proposed services along with a fee proposal for your review and approval. Dibble’s total lump sum fee per the attached scope of work is:

Environmental Phase Services:

- 1. Dibbletotal fee = \$14,722.00

Total Lump Sum Fee = \$14,722.00

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), and Proposed Schedule.

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,
Dibble Engineering



Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development Practice Leader



Ryan Toner, P.E.
Vice President



Scope of Work Hangar Development Documented CATEX Preparation Harriet Alexander Field (Salida Airport)

Dibble has been requested by the Harriet Alexander Field Salida Airport (ANK or Airport) to prepare a single documented Categorical Exclusion (CATEX) and three FAA Forms 7460 for the proposed Hangar Development (Project) at the Airport as depicted on the Figure 1 (attached). The proposed Hangar Development project consists of constructing three new corporate aircraft hangars, associated pavement, grading and drainage at the Airport.

The documented CATEX will be prepared in accordance with the Federal Aviation Administration (FAA) Order 1050.1F, Environmental Impacts: Policies and Procedures.

The Scope of Work for the Project includes:

1) General:

- a) **Project Management and Administration:** Dibble will provide project management and coordination for the preparation of the required documented Categorical Exclusion (CATEX), updating the Airport Layout Plan (ALP) and Airport Property Map - Exhibit A as necessary. Dibble will also prepare monthly invoices in a format acceptable to the Developer.

2) Categorical Exclusion (CATEX) Preparation

- a) **Collect Environmental Resource Data:** Dibble will gather relevant and readily available environmental data about the Airport property and the surrounding land for use in preparing the CATEX. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not limited to previous environmental studies that have been prepared for projects at the Airport, online database sources and information from the Town of Salida.

The preparation of biological, historical, architectural, and cultural resource studies will be prepared, rather Dibble will rely on readily available data and information from various agencies. Specialized studies will be prepared to conduct cultural resource evaluation for the proposed hangar development areas.

3) Preparation of the FAA Documented CATEX:

- a) Dibble has completed an initial environmental review of the proposed Project and through consultation with the Federal Aviation Administration (FAA) has determined that the proposed Project is a categorically excluded federal action that does not individually or cumulatively have a significant effect on the human environment, and for which, neither an EA nor EIS is required.

Therefore, a documented Categorical Exclusion (CATEX) will be prepared for the proposed Project in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, paragraph 5-6.4. (e), Categorical Exclusions for Facility Sitting, Construction and Maintenance.

Dibble will prepare the required documented CATEX in accordance the FAA's Office of Airports (ARP) Standard Operating Procedure (SOP) 5.1 for CATEX Determinations. An initial draft CATEX will be submitted to the Sponsor and the FAA for a preliminary review.

- b) Comments received on the draft CATEX will be incorporated into the final CATEX as applicable. The final CATEX will be re-submitted to the Sponsor and the FAA for final review and issuance of a CATEX determination by the FAA.

Project Deliverables

Draft documented CATEX: A draft documented CATEX will be submitted to the developer and FAA for review.

Final documented CATEX: Based on comments received by the developer and FAA, Dibble will revise the documented CATEX as necessary and re-submit to the developer and FAA for approval.

4) FAA Form 7460

- a) Dibble will prepare, submit, and coordinate the required FAA Forms 7460-1 and 7460-2 for the proposed project.

Schedule

It is anticipated that the documented CATEX will be completed and submitted to FAA on or about August 13, 2021, provided a written notice to proceed is received by July 1, 2021. FAA Form 7460 will be submitted to FAA on or about July 16, 2021.

Attachment:

Figure 1 – Hangar Development Plan
SWCA Environmental proposal dated June 9, 2021

End of Scope of Work

Firm: Dibble

Project: Harriet Alexander Field (Salida Airport)
Hangar Development CATEX

Date: 6/15/2021



Contract Number: 1019104
Project Number: 1019104.03
Task Number: 3
Amendment Number: n/a

Summary

Dibble

A. PLANNING PHASE SERVICES

1. Planning Phase Services

	Fee	Type	
1 Dibble Fee	\$10,727.00	Lump Sum	\$10,727.00
2 Dibble Direct Expenses	\$0.00	Lump Sum	\$0.00
3 SWCA Environmental.....	\$3,995.00	Lump Sum	\$3,995.00

TOTAL.....	\$14,722.00		\$14,722.00
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Firm: Dibble	Contract Number: 1019104
Project: Harriet Alexander Field (Salida Airport) Hangar Development CATEX	Project Number: 1019104.03 Task Number: 3 Amendment Number: n/a
Date: 6/15/21	

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE				
Classification	Manhours	Billing Rate	Total Costs	
1 Project Principal	2	\$287.00	\$574.00	
2 Senior Project Manager	15	\$226.00	\$3,390.00	
4 Senior Planner	22	\$200.00	\$4,400.00	
5 Senior Designer	17	\$139.00	\$2,363.00	

Total	56 hrs
-------	--------

a. Total Labor..... \$10,727.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost
1 Direct Expenses (Dibble).....	\$ 0.00 LS
2 SWCA Environmental	\$ 3,995.00 LS

f. Sub-Total Allowances for Direct Costs..... \$3,995.00

TOTAL FEE

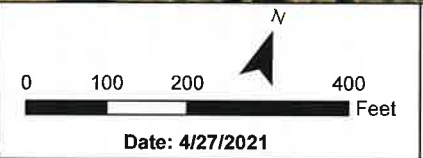
h. Total Estimated Cost to Consultant.....	\$14,722.00
--	--------------------

Firm: Dibble	Contract Number: 1019104
Project: Harriet Alexander Field (Salida Airport) Hangar Development CATEX	Project Number: 1019104.03
	Task Number: 3
	Amendment Number: n/a
Date: 6/15/2021	

ESTIMATED MANHOURS								
TASK	Principal	Senior Project Manager	Senior Planner	Senior Designer				TOTAL HOURS
1. General								
1a Project Management and Admin		4						4
2 Categorical Exclusion (CATEX) Preparation								
2a Collect environmental resource data		6	8					14
3 Preparation of FAA Documented CATEX								
3a Prepare draft FAA CATEX and submit to FAA	1	2	6	8				17
3b Prepare final FAA CATEX based on comments	1	1	2	1				5
4 FAA Form 7460								
4a Preparation of FAA Form 7460		2	6	8				16
TOTALS	2	15	22	17	0	0	0	56



**HARRIET ALEXANDER FIELD (ANK)
PRIVATE HANGAR DEVELOPMENT**





Sound Science. Creative Solutions.®

295 Interlocken Boulevard, Suite 300
Broomfield, Colorado 80021
Tel 303.487.1183
www.swca.com

2/36

June 9, 2021

Charlie McDermott, LEED AP
Aviation Planning Manger
Dibble Engineering
2696 South Colorado Boulevard, Suite 585
Denver, Colorado 80222

Re: Cultural Resource Evaluations for the Salida Airport- Harriet Alexander Field Hangar Development Project, Chaffee County, Colorado

Dear Mr. McDermott:

SWCA Environmental Consultants (SWCA) is pleased to provide you with a proposal to conduct cultural resource evaluations for the proposed hangar development project at the Harriet Alexander Field in Chaffee County, Colorado.

We offer our services for a **fixed-fee** total of **\$3,995**. SWCA can begin work within 2 weeks of the execution of a contract and notice to proceed from Dibble Engineering.

Please feel free to contact me at (720) 249-3446 or via email at siennings@swca.com. Thank you for the continued opportunity to partner with Dibble Engineering.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Jennings".

Sarah Jennings
Project Manager and Principal Investigator



SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Dibble Engineering is assisting a developer at the Salida Airport- Harriet Alexander Field with a hangar development project, which includes three discrete hangars areas (two with associated proposed taxilanes) comprising a total of approximately 1 acre. Ultimately this project will be permitted by the Federal Aviation Administration (FAA) and subject to the National Environmental Policy Act (NEPA) process; therefore, Dibble Engineering has requested that SWCA conduct cultural resource evaluations.

CLASS III CULTURAL RESOURCES EVALUATION

SWCA proposes to conduct a files search and intensive (Class III) field survey and prepare a report. The files search will include a state records review for the project location and its surroundings via the Colorado Office of Archaeology and Historic Preservation (OAHP) online database (COMPASS), including a 1-mile buffer for the project area. The files search will also include research on the history of the Harriet Alexander Field and an examination of historic maps and data available through such sources as the Bureau of Land Management's database of General Land Office records, U.S. Geological Survey historic maps, county assessor records, and aerial imagery for the area. Following the files search, SWCA will perform the pedestrian Class III cultural resource survey of the project area. Based on preliminary research, SWCA anticipates that no cultural resource sites will be present in the project area, and that a Colorado Limited Results Cultural Resource Survey report will be adequate. This report will summarize the results of the Class III inventory for review by the FAA and comment by the Colorado OAHP. All copies of the report will be distributed digitally as PDF files.

ASSUMPTIONS

- No specialized FAA/airport safety trainings, orientations, etc. are included in this scope of work.
- It is anticipated that no formal documentation of the historic airport, its associated buildings and structures, or any adjacent architectural resources will be necessary. Should the FAA revise its survey requirements, a revised scope of work would be prepared.
- Should cultural resources be encountered, additional costs necessary to complete this documentation and associated reporting will be negotiated separately.
- The project area must be essentially (70%) snow-free to facilitate adequate survey.
- Any task not expressly described herein is not included in the proposed cost.

COSTS

Total cost to complete the scope of work: \$3,995 (fixed fee).

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WORKSESSION MEMORANDUM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE January 18, 2022
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ITEM

Personnel Manual Update

BACKGROUND

As part of our annual review of the City's Personnel Handbook, staff has identified two areas that need attention prior to the start of 2022: Standby Compensation and Paid Holidays. Staff is proposing these changes (along with deleting some antiquated language) to modernize the Manual to 2022 standards as well as match holidays to other governmental agencies in Chaffee County for the convenience of the public.

Section 2.4 of the approved Personnel Manual currently states:

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.

Staff is proposing changes to this section in order to remove the fixed lump sum rate in lieu of an hourly rate of compensation. The hourly rate reflects the employee's rate and has the ability to track with COLA and rate adjustments over time. In addition, the current policy has conditions for weekends versus seven-day standby provisions. The proposed policy would consolidate this into a daily rate with conditions for holidays. Departments have modified working schedules in recent years that do not follow a regular Monday through Friday traditional schedule, and our policies should reflect as such.

Recommended language to modify the Personnel Manual would be as such:

Non-public-safety employees working a seven-day standby rotation will be paid standby compensation at a rate of two (2) hours of regular pay each day for the seven-day standby period, plus two (2) additional hours of regular pay on a scheduled holiday. Employees will receive two (2) times their regular hourly rate, a minimum of one (1) hour, for unscheduled call-outs requiring the employee to report to their workplace. Employees must respond to their workplace within one (1) hour from being contacted. Call-out response that can be handled via communications not requiring the employee to report to their workplace shall be included as part of the standby compensation. Employees may elect to receive Personal Time Off (PTO) in lieu of paid compensation if approved in advance in writing by the employee's Department Head or supervisor.



WORKSESSION MEMORANDUM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	January 18, 2022

Staff recently received a memo from Chaffee County indicating that their policy for holidays for the upcoming year would include the new federal holiday of Juneteenth and the Colorado state holiday for Cabrini Day. Out of a desire to match services with both Chaffee County and the Town of Buena Vista, staff would propose that the Personnel Manual be modified to include these holidays, as well as the two days prior to both Christmas Day and New Year's Day. These have traditionally been light work days and staff is normally sent home early due to the low levels of traffic. Public safety personnel will remain on duty on these days, and the addition of holiday pay for those on staff is a nominal increase to the overall personnel budget. Staff would propose that the Personnel Manual be modified as follows:

Section 3.4 of the Personnel Manual currently states:

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
 Martin Luther King Day
 Presidents' Day
 Memorial Day
 Juneteenth*

*Independence Day
 Labor Day
 Cabrini Day
 Veterans' Day*

*Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas
 New Year's Eve*

The draft Personnel Manual also includes changes drafted by the City Attorney to meet new standards in effect on January 1, 2021, related to the Colorado Healthy Families and Workplace Act (HFWA). Changes in the attached document related to the HFWA are noted in blue.

FISCAL NOTE

For Standby Compensation, the changes would equate to 14 hours of pay per week per standby position (there are 4), at a cost of approximately \$25 per hour (average wage for Public Works and Parks personnel). This would equate to \$72,800 in annual cost, minus current cost of this program at \$20,800, for a net difference of \$52,000 annually to the City's budget. This additional cost can be accommodated in the 2022 Annual Budget.

Each holiday costs approximately \$11,000 in additional personnel costs for holiday pay for the Police and Fire Departments. With four new holiday days proposed, total costs of these additions to match other governmental agencies in Chaffee County would be approximately \$44,000. This additional cost can be accommodated in the 2022 Annual Budget.

STAFF RECOMMENDATION

Staff recommends approval of the modified Personnel Manual updated to reflect its new effective date of January 18, 2022.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	December 21, 2021

SUGGESTED MOTION

A City Councilmember should state, "I move to approve the updated City of Salida Personnel Manual, dated January 18, 2022", followed by a second and a roll call vote.



PERSONNEL MANUAL

**Adopted by the Salida City Council
Effective January 18, 2021**

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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

~~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.~~

~~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. Non-public safety employees working a seven-day standby rotation will be paid standby compensation at a rate of two (2) hours of regular pay each day for the seven-day standby period, plus two (2) additional hours of regular pay on a scheduled holiday. Employees will receive two (2) times their regular hourly rate, a minimum of one (1) hour, for unscheduled call-outs requiring the employee to report to their workplace. Employees must respond to their workplace within one (1) hour from being contacted. Call-out response that can be handled via communications not requiring the employee to report to their workplace shall be included as part of the standby compensation. Employees may elect to receive Personal Time Off (PTO) in lieu of paid compensation if approved in advance in writing by the employee's Department Head or supervisor.~~

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, and except where required by law. 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 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 all employees to use for vacations; a 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 of any mental or physical illness, injury or health condition; care for a family who has a mental or physical illness, injury, or health condition or who needs care, medical diagnosis, or treatment of same; 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. PTO is provided in an amount of hours and with sufficient pay, for all the same purposes, and under all the same conditions as the Colorado Healthy Families and Workplace Act (HFWA) and applicable rules. This includes, but is not limited to, accrual, use, payment, annual carryover of unused accrued leave, notice and documentation requirements, and anti-retaliation and anti-interference rights. Additional HFWA leave will not be provided if an employee uses all of their available PTO for non-HFWA-qualifying reasons (for example, vacation), except when a public health emergency is declared after usage of PTO, requiring supplemental leave.
- B. Eligibility Criteria:
 1. Effective on appointment, all 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	Hours	Annual	Hours	Annual	Hours	Annual	Hours	Annual	Hours	Annual

Service	per Pay Period	Accrual Days	per Pay Period	Accrual Days	per Pay Period	Accrual Days	per Pay Period	Accrual Days	Per Pay Period	Accrual Days
0 through 3	6.15	20	4.62	15	3.08	10	*	**	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, or 48 hours, annually.

2. 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).
3. 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.
4. 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	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:

1. 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.
 - a) Scheduled Use: Every effort will be made to accommodate the employee's requested dates for PTO. 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~~ for any reason listed in 3.3.A. other than vacation, the following provisions will apply:

~~1) Notification – If unable to report to work for any reason, employees must should personally communicate this fact to the supervisor or designee as early as required by the individual's operating department possible. Such notification must should 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.~~

~~4)2) In the event of an unplanned absence of four or more consecutive workdays, reasonable medical or legal documentation/certification is required as soon as the employee can provide it after returning. This documentation should indicate that the employee was unable to work due to one of the reasons listed in 3.3.A., as well as the length of time this restriction lasted.~~

~~2)3) 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.~~

~~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.~~

F. Public Health Emergency Leave:

- 1. Definition of "Public Health Emergency." Act of bioterrorism, pandemic or epidemic for which an emergency is declared by a federal, state or local public health agency; an emergency declared by the governor; or a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.
- 2. The City must provide public health emergency leave at the time a Public Health Emergency is declared, through four weeks after the expiration of said emergency.
- 3. Public Health Emergency Leave Use. Up to 80 hours of this leave may be used for: experiencing applicable symptoms; quarantining or isolating due to exposure; seeking diagnosis care or treatment; preventative care such as vaccines or care for a family member due to these reasons; or if an employee cannot attend their workplace because it is closed, they are deemed a danger (including exposure or symptoms), or to care for a family member whose childcare or school is closed to in-person learning; or if the employee is at risk due to the public health condition.
- 4. The City cannot require the use or exhaustion of PTO prior to the use of public health emergency leave.

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

Martin Luther King Day

Presidents' Day

Memorial Day	<u>Cabrini Day</u>	Day after Thanksgiving
<u>Juneteenth</u>	Veterans' Day	<u>Christmas Eve</u>
Independence Day		Christmas Day
Labor Day	Thanksgiving Day	<u>New Year's Eve</u>

- 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 available to all City employees, and is governed by Colorado law, C.R.S. 24-34-402.7, as amended, as well as under Colorado Healthy Families and Workplace Act (HFWA), as applicable, 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.B. Confidentiality. The law requires the City to treat an employee's request for and use of this or any similar 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.

- A. 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.
- B. 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 JANUARY 1, 2021. 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



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE January 18, 2022
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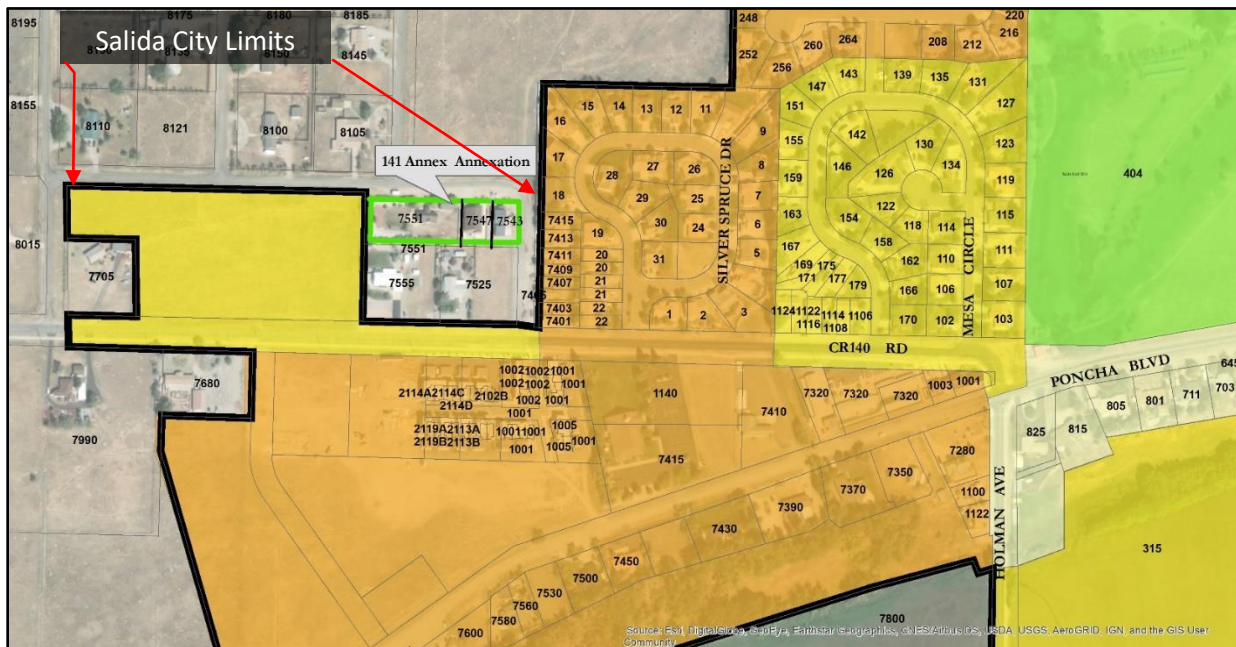
ITEM

Resolution 2022-02: A resolution declaring the 141 Annex Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for March 1, 2022.

BACKGROUND

On December 04, 2018 City Council approved the Love Pre-Annexation agreement with Resolution 2018- 52. Section 4 of the agreement requires the owners of Lots 1, 2 and 3 to annex their properties within 60 days when they become eligible, via contiguity. The parcels became eligible with the Upchurch Annexation, which was approved by Council on April 20, 2021, and the annexation plat was recorded and effective on July 2, 2021.

The applicants requested an extension to the 60 day timeline due to their surveyor needing time to complete the 141 Annex Annexation plat. An extension was granted and the applicants were required to file the petition for Annexation by October 28, 2021. On October 21, 2021 staff received the complete application from Jeff Kriebel, Thomas Clegg and Wendell Winger to annex their properties located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141. A conceptual review meeting was not required with this application since the pre-annexation agreement required the annexation application.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 18, 2022

When annexing a property the City must follow state statutes for contiguity and process requirements. The steps and standards include:

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
- The public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation;
- Council adopts a resolution stating the proposed findings on the annexation;
- Council approves an annexation agreement; and
- Council holds a public hearing on the proposed zoning.

FISCAL NOTE

STAFF RECOMMENDATION

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for March 1, 2022.

SUGGESTED MOTION

A Council person should make a motion to “approve Resolution 2022-02 declaring the 141-Annex Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for March 1, 2022.”

Attachment: Resolution 2022-02
Love Pre-Annexation Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 02
SERIES OF 2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, in October of 2021, Jeff Kriebel, Thomas Clegg and Wendell Winger filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 1.358 acres located at located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141 in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

- 1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
- 2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;

3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on March 1, 2022 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 18th day of January, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent easterly of said lot 3, all being more particularly described as follows:

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence south 88°47'30" East along the North boundaries of Lots 1, 2 and 3 of said 141 Annex Minor Subdivision, 414.86 feet to the Northeast corner of said Lot 3;

Thence continuing South 88°47'30" East 60.0 feet to the westerly boundary of Cochetopa Estates, a subdivision in the City of Salida and being a point on the East right-of-way boundary of Chaffee County Road 141;

Thence south 01°01'22" West along said west subdivision and east county road boundary, 124.48 feet;

Thence North 88°47'30" West 60.0 feet to the Southeast corner of said Lot 3 of 141 Annex Minor Subdivision;

Thence North 88°47'30" West along the South Boundaries of Lots 3, 2 and 1 of said 141 Annex Minor Subdivision, 415.26 feet to the point of beginning

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071

447915

447915 1/3/2019 8:05 AM
3 of 8 RESC R\$48.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

**PRE-ANNEXATION AGREEMENT
7551 County Road 141**

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and BRADLEY J. AND SANDRA L. LOVE as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service; and

WHEREAS, the City of Salida has entered into an intergovernmental agreement (IGA) with Chaffee County, adopted by Resolution 2010-10 on February 16, 2010, wherein the City cooperates with Chaffee County in the review of land use applications within the Municipal Services Area; and

WHEREAS, paragraph 4.4 of said IGA describes the process for review of land uses within the Municipal Planning Area that will not be immediately annexed including joint review, approval by the County and the development will be subject to some or all of the city development standards as agreed upon in the pre-annexation agreement; and

WHEREAS, the Chaffee County Board of Commissioners approved the 141 Annex (Love Family) Minor Subdivision, consisting of 1.35 acres and three lots on November 13, 2018; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Services to be Provided. The City agrees to provide Owner with municipal water and sewer services to the Property for residential uses at in-City rates. City water and sewer services are adjacent to the Property and Owner agrees to extend and connect to City water and sewer at the then applicable in-City rates.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner including, but not limited to, main and service line extensions within the right-of-way of County Road 141 for the length of the property, approximately 477 feet and terminate the sewer at a manhole and water with a fire hydrant per city standards. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code.

6. Existing Uses. The Property is currently zoned residential and the Owner intends to continue to use it for that purpose.

7. Payment of Fees. Owner agrees to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC) which are currently \$354 per unit. Notes shall be affixed to the subdivision plat describing this requirement.

8. Inclusionary Housing. The applicant volunteers and agrees to deed restrict one residential living unit within the subdivision for occupancy by a household earning 80% or less of the Area Median Income (AMI), either as a rental or by ownership in conformance with Article XIII, of Chapter 16 of the SMC. This requirement may be met through one of the following means:

- a. Provide the deed restricted unit within the subdivision that is consistent and compatible in exterior design with the other non-restricted units in the subdivision; or
- b. Provide an in-lieu fee equal to the lessor of \$7,874 or \$3.94 per the total habitable square footage of each of the principal residences to be constructed

within the subdivision at the time of issuance of a building permit for such residences.

A note shall be affixed to the subdivision plat describing the inclusionary housing requirement.

9. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

10. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

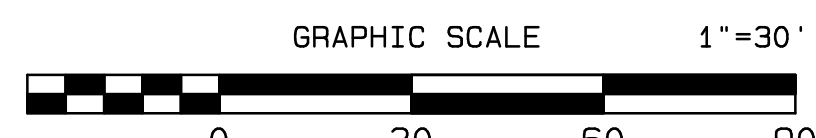
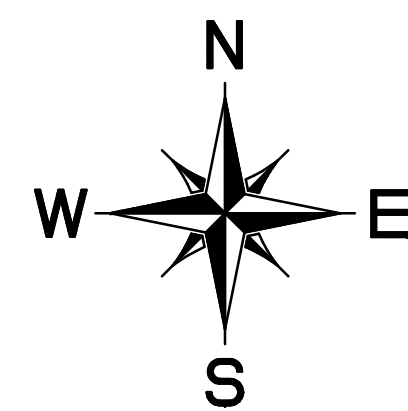
11. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

12. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

13. Recording Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder).

141 ANNEX ANNEXATION

LOCATED IN THE
SE 1/4 SW 1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, N.M.P.M.
CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N88°47'30"W BETWEEN RECOVERED REBAR MONUMENTS AT THE SE AND SW CORNERS OF THE TRACT, AS SHOWN AND DESCRIBED HEREON.

LEGEND:

- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED '1776'
- DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED '8763'
- DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED LS 16117, PREVIOUSLY SET.
- DENOTES AN OVERHEAD ELECTRIC POWER LINE.
- DENOTES AN OVERHEAD TELEPHONE LINE.
- DENOTES AN OVERHEAD TELEVISION LINE.
- DENOTES A CITY OF SALIDA SEWER LINE.
- DENOTES A CITY OF SALIDA WATER LINE.
- DENOTES A FENCE.
- DENOTES CITY OF SALIDA CORPORATION LINE.

141 ANNEX ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY WENDELL D. WINGER (LOT 1), THOMAS D. CLEGG AND LAURA J. CLEGG (LOT 2), AND JEFFREY KRIEBEL AND STACIA KRIEBEL, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED, EXCLUDING PUBLIC RIGHT-OF-WAY; AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202____, AS REQUIRED BY SECTION 31-12-103, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 202____), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

WHEREAS, ON _____, 202____, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 202____), APPROVING AND ANNEXING THE 141 ANNEX ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 141 ANNEX ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 1.358 ACRES, MORE OR LESS, (INCLUSIVE OF PUBLIC RIGHT-OF-WAY), AND BEING DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3, 141 ANNEX MINOR SUBDIVISION LOCATED IN THE SE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, TOGETHER WITH A PORTION OF CHAFFEE COUNTY ROAD 141 LYING ADJACENT EASTERLY OF SAID LOT 3, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF 141 ANNEX MINOR SUBDIVISION PER PLAT FILED UNDER RECEPTION NO. 447958, CHAFFEE COUNTY, COLORADO; THENCE NORTH 01°12'40" EAST 124.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°47'30" EAST ALONG THE NORTH BOUNDARIES OF LOTS 1, 2 AND 3 OF SAID 141 ANNEX MINOR SUBDIVISION, 414.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE CONTINUING SOUTH 88°47'30" EAST 60.0 FEET TO THE WESTERLY BOUNDARY OF COCHETOPA ESTATES, A SUBDIVISION IN THE CITY OF SALIDA AND BEING A POINT ON THE EAST RIGHT-OF-WAY BOUNDARY OF CHAFFEE COUNTY ROAD 141; THENCE SOUTH 01°01'22" WEST ALONG SAID WEST SUBDIVISION AND EAST COUNTY ROAD BOUNDARY, 124.48 FEET; THENCE NORTH 88°47'30" WEST 60.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 OF 141 ANNEX MINOR SUBDIVISION; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH BOUNDARIES OF LOTS 3, 2 AND 1 OF SAID 141 ANNEX MINOR SUBDIVISION, 415.26 FEET TO THE POINT OF BEGINNING.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 202____.

BY: _____ MAYOR OF THE CITY OF SALIDA

ATTEST: _____ CITY CLERK

OWNERS:

LOT 1, 141 ANNEX MINOR SUBDIVISION Wendell Winger 7551 County Road 141 Salida, CO 81201	LOT 2, 141 ANNEX MINOR SUBDIVISION Thomas D. & Laura J. Clegg 8846 County Road 150 Salida, CO 81201	LOT 3, 141 ANNEX MINOR SUBDIVISION Jeffrey and Stacia Kriebel 7543 County Road 141 Salida, CO 81201
---	---	---

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNERS OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON (EXCLUDING PUBLIC RIGHT-OF-WAY) DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA. THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

Wendell Winger Thomas D. Clegg Laura J. Clegg Jeffrey Kriebel Stacia Kriebel

STATE OF COLORADO } ss

COUNTY OF CHAFFEE } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 202____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____ ADDRESS: _____

LAND SURVEYOR'S CERTIFICATE:

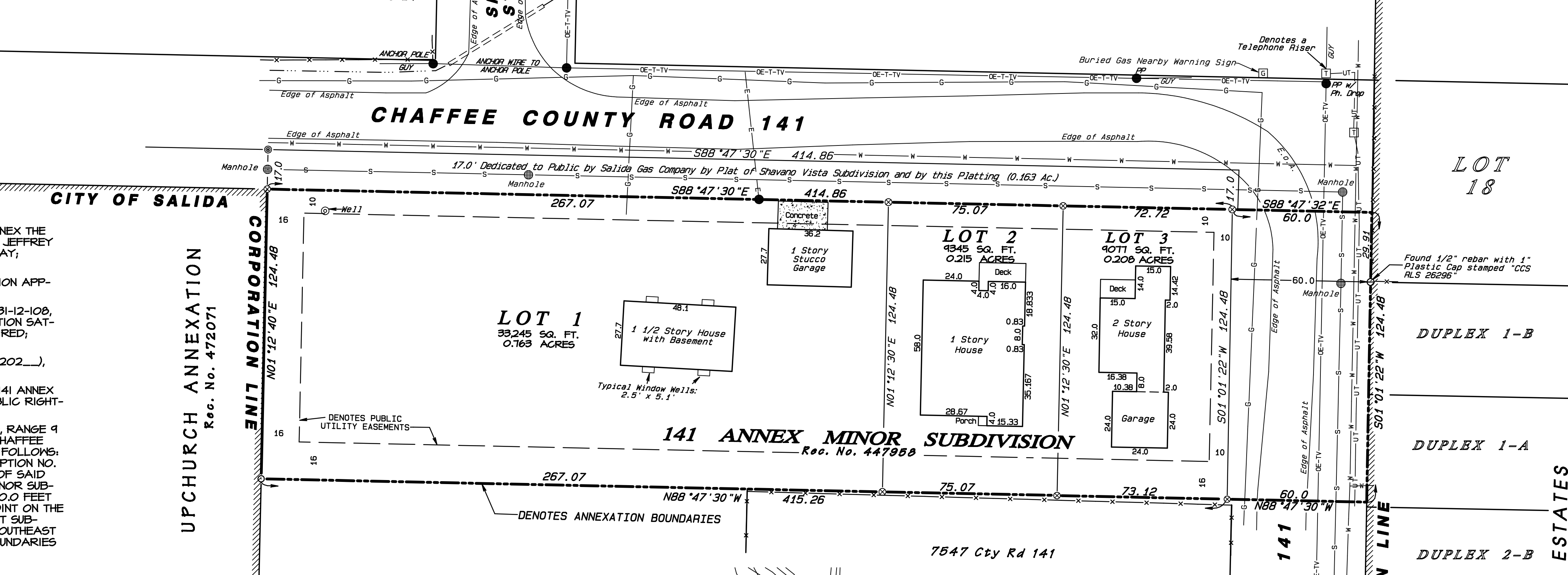
I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE. DATED THIS _____ DAY OF _____, 202____.

MICHAEL K. HENDERSON
REG. L. S. NO. 16117
STATE OF COLORADO

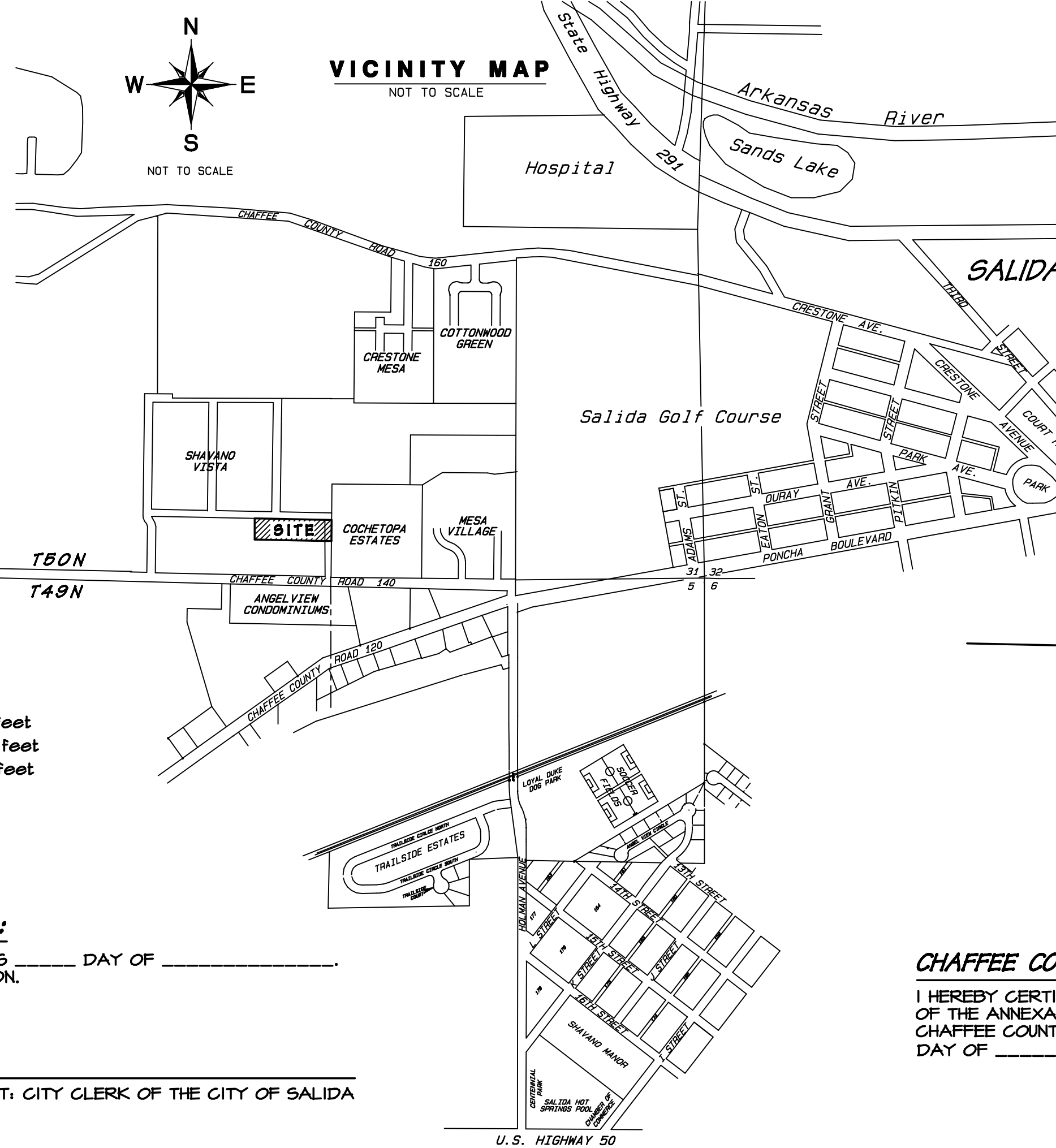
GENERAL LAND SURVEYOR'S NOTES:

- ANNEXATION DESCRIPTION CONTAINED HEREON WAS PREPARED BY MICHAEL K. HENDERSON, 203 6 STREET, SALIDA, CO, 81201.
- DEED LINES ARE BASED ON THE FILED PLAT OF 141 ANNEX MINOR SUBDIVISION AND ON THE LOCATIONS OF THE REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.

SHAVANO VISTA SUBDIVISION



UPCHURCH ANNEXATION
Rec. No. 472071



ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED 1199.01 feet
 ADJOINING PRESENT CORPORATION LINE 248.96 feet
 REQUIRED ADJOINING 1/6TH 199.84 feet

SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 202____, BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION ATTEST: CITY CLERK OF THE CITY OF SALIDA

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE 141 ANNEX ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 202____.

CITY CLERK _____

LOT 17

LOT 18

DUPLEX 1-B

DUPLEX 1-A

DUPLEX 2-B

DUPLEX 1-A

DUPLEX 3-B

DUPLEX 3-A

DUPLEX 4-B

DUPLEX 4-A

COCHETOPA ESTATES

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE 141 ANNEX ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

141 ANNEX ANNEXATION
 In the SE 1/4 of the SW 1/4 of SECTION 31, T80N, R9E, N.M.P.M.
 CHAFFEE COUNTY, COLORADO

Job Number: J-21-208
 TPC FILE: J-18-130
 M. K. H.
 DRAWN BY: TMO GAO
 B. S. H.

CHECKED: _____
 FILE BOOK: 5318, Pages 42 & 16, 5125 Pages 43 & 44

HENDERSON LAND SURVEYING CO., INC.
 203 G STREET
 SALIDA, COLORADO

DATE: 10/20/21
 DRAWING NO. L-21-71



JANUARY 2022 STAFF REPORTS

Police Department –

- We invited Solvista to our last Supervisor meeting to discuss our co-responder program. During the meeting we debriefed our response on several calls and discussed the new detox center that is opening in April.
 - We had a Coffee with a Cop event at Brown Dog. The event wasn't very well attended but we attribute that to us scheduling it on the 1st day of Christmas Break. We will keep doing them every other month on 2022.
 - We had our busiest year ever by a pretty wide margin in 2022. I will be giving Council an update on the 2021 statistics in late January or early February.
-

Finance Department –

- Work is almost complete on the 2022 budget document and will be shared with Council (and the public) this month.
 - A new format for monthly budget tracking utilizing OpenGov "stories" has been drafted and will be tested down the road for efficiency and accuracy and may be utilized for an easy "live" look at budget to actual performance on our transparency web page.
 - Our small office has been short staffed due to medical and other issues, everyone has pulled together to keep the daily work moving on schedule although it has been a strain.
-

Community Development –

- We saw our typical end-of-year slow down in building permits, but we added to our all-time highs for total permits and residential permits. By the close of December, we saw a total of 253 building permits, inc. a total of 175 residential units. Through the first week and a half of January, we have seen 5 new building permit applications, including for 1 residential unit.
- While building permits may have slowed down, the STR license applications came in like hotcakes once the moratorium was lifted on Dec. 20th. CD, along with the Clerks Office, has been reviewing dozens of those.
- Continued focus on potential short-term and longer-term fixes to the housing emergency--program development, code changes, fee structure revisions, etc.
- On 1/11/22, we conducted a work session with Planning Commission and some local developers in regards to potential changes to Inclusionary Housing policies, inc. project applicability, required built unit percentages, and qualifying affordability levels for built units. Additional meeting with EDC working group anticipated early Feb.
- Discussions with Bring Everyone Through the Crisis of Housing (BETCH) group regarding temporary campground idea oriented towards local workforce.

- Work on Open Doors program has been reignited with proposals anticipated going to Council in early February.
 - Property swap approved with private property owner on to create additional developability and trail connectivity with eastern edge of City-owned Vandaveer parcels
 - Work on Vandaveer Master Plan RFP continues, but requires some refinement and additional information
 - Work on the Land Use Code update has recommenced and staff continues to review and provide feedback on the latest installment of recommendations. Presentations to LUC committee, Planning Commission, and City Council expected Feb. 2022
 - Staff is working on migrating more parcel information over to/into our GIS database to enhance our review processes, with the hope of eventually making more information available to the public via the City website
 - Happy New Year! New Year, same ol' us...
-

Recreation Department –

- See Attached.
-

Public Works –

Planning/Engineering/Construction:

- Planning
 - Streets
 - Out to Bid: 2022 Street Reconstruction Project (10th/12th St.)
 - 2022 street, sidewalk, and other maintenance projects in design phase
 - Oak St / Safe Routes to School in survey phase
 - Utilities
 - Out to Bid: Pasquale WTP Reconstruction
 - Harrington ditch piping upgrades in survey phase.
 - Poncha Trunk line in survey phase.
 - Construction: Capital projects have been completed for 2021 which included:
 - US-50 Phase IV Streetscape/CDOT ADA
 - 2021 Street Reconstruction – B St., Poncha Blvd at 3rd, M St. and Crestone Ave.
 - Storm Water Improvements by F St./Riverside Park
 - Bar Screen Replacement
 - 2021 Sewer Reconstruction
 - 2021 Sewer Lining
 - Low Zone Water Main Replacement

Operations:

- Streets
 - Signage replacement
 - Increased street sweeping due to leaves and fall clean-up
 - Tree program work
- Utilities
 - Field Utilities

- Final project assistance with Low Zone Water Main Project
- Smart meter upgrades
- Inspection and new development assistance
- Water Treatment
 - Working with consultant on finalizing Pasqualle Springs plans
 - Flushing coordination of new Low Zone Water Main
- Wastewater Treatment
 - Training of new staff member
 - Composting bio-solids discussion of future planning efforts
 - Routine maintenance

Arts & Culture –

- The exhibit from artist Bernice Strawn and her artist sister, Dorothy Herger, was shown in the Paquette Gallery for the month. It was highlighted by an in-person Artist Reception on 12/9 and the event was attended by (25) people.
- The final four holiday Makers' Markets took place at the Scout Hut where a rotating roster of local artists, makers and vendors sold items to crowds averaging (125) attendees throughout the day.
- City Staff, volunteer members of the Space to Create team and the Artspace team continued with the planning of the in-market visit and launch event along with preparation for a virtual focus group on Jan. 11 for artists and arts business representatives.
- The Public Art Commission (PAC) reconvened in December to discuss and prepare for further discussion with City Council in order to discuss the progress and recommendation of the work done to date on the downtown skate park location.
- The Arts and Culture department was notified that it did not receive a grant award for its application submission in November from the state's second round of the Arts Relief Fund.
- The Salida Circus rounded out the year with a week-long camp for (35) school-age children and teens with an hour-long performance at the end to an audience of (40) people.
- TOTAL GUESTS Attending (32) Events/Meetings for December = 1,077
 - Number of free events/no admission = 7
 - Number of attendees at free events = 358
 - Number of events paying rental fees = 25

Fire Department –

- Today, staff attended the first of several trainings on the new reporting software.
- During the first week of the New Year, staff rotations were completed. All three shifts have a mixture of new members.
- Please see attached the Year End report for Salida Fire.

Clerk's Office –

Court Clerk:

- Preparing for the January court docket
- Working with the Police Department to ensure I have access and am trained on the Report Management System

- Sara continues to cross train with Kathy Smith

City Clerk:

- Streamlined our new license process and ensured that all applicants had their information into the clerk's office
- Coordinated with the planning department for admin review of their STR license applications
- Organized a series of three trainings with staff so Finance and Planning can utilize MuniRevs, a short term rental online portal that compliments our compliance software
- Launched the MuniRevs software so license holders now can pay their Occupational Lodging Taxes online, updating their information in real time and access their license at any time
- Worked with our license holders as we transition over to the new system and helped fix any technology errors that occurred during the transition process
- Working on two new, possible liquor licenses.
- Preparing and sending our first round of Clerk documents to be digitized by a third party company, MSI, certified in sensitive and historical material
- Continuing education on Elections from the Colorado Municipal League
- Drafting the 2022 Fee Schedule
- Drafting Resolution 2022-01 Posting Places
- Processing two new liquor license applications
- Training with City Clerk on how to use MuniCode to produce council minutes



Parks and Recreation Department report

Aquatics

- Winter Lessons filled up in record time. There is a high demand for lessons. We are looking at options to offer more lessons for the community
- Working on putting memberships and new access passes in amilia
- Setting up installment billing for memberships
- Working on Access management to be able to roll out on Feb 1st
- SUP and AquaSpin are back and clients are grateful

Salida Hot Springs Aquatics Center

- Boiler Plan Set and bid doc review
- Boiler project is going out to bid in January
- Locker room hot water heater repair
- Repaired locker room hot water leak
- Update survey for Centennial Park (Henderson Land Surveying)
- Bought new snowblower
- Changed out photocells for parking lot lights
- Working on getting new LED lights for the pumphoom and deck shower
- Sampled and sent the samples out for arsenic
- Removed rock pools at the hot spring source
- Replaced belts for the supply fan on the main air handler
- Trying to get a couple windows replaced, awaiting site visit from contractor
- Continued work on pumphoom controls (identifying existing conditions and equipment)
- Looking into details/engineering for skate park light post foundations.
- Looking into how to move forward with a replacing a section of the hot spring main pipeline

Recreation

- Youth Basketball is on pause while the COVID situation settles down.
- Women's Volleyball is up and running at the Salida High School no Tuesday nights.
- New Year's Day 5k had 134 people sign up and 90 actually participate in snowy, 20 degree weather.
- Kayak Roll Sessions have started and are seeing an average turnout.
- Kayak Polo starts January 12.
- Adult Drop-In Basketball is off to a great start with 15 and 17 participants at the first two sessions respectively.
- Dodgeball will start February 23.
- Camp Friday for the new year starting January 14 and the class is almost full! Upcoming camps feature programs with GARNA, Peak 2 Peak pickleball, the fire and police departments.
- Pickleball times are available at the fairgrounds and the contract is being reworked to create less administrative costs.



- The Monarch Ski Bus is up and running with a slightly higher average number of riders than compared to previous years.
- Youth Wrestling Registration is live in the registration software.
- Recreation continues to work on creating better programs by improving our standards and procedures behind the scenes for all of these activities.

Parks and Facilities

- Welcomed our new employee Alex Wiser.
- Celebrating Lee Hoxies employment with the City prior to his upcoming retirement on January 18th.
- Groundbreaking took place for Mountain Heritage Park at the end of Spiral Drive.
- Completed prep work for electrical work to be completed at the Marvin Park batting cage and some exterior light troubleshooting.
- Scheduled some additional lighting work to be done at the Multi-use Facility and the Water Treatment Plant.
- Continued to work on the Splash Pad design for Centennial Park.
- Continued to work on landscaping plans for the New Skate Park.
- Started to explore fencing improvement options for the Old Skate Park.
- Working with Avalanche Construction on some concrete work at Riverside Park that includes trashcan and picnic table pads.
- Working with volunteers to remove the Holiday Lighting display from S-Mtn.
- Responded to our first real snow removal event of the season.
-

General

- Reviewed phase 2 of Skate park pedestrian zones and landscaping.
- Draft 2 of Splash Pad design has been submitted and ready for solicitation.
- Discussing strategy for Fleet manager hiring.
- Discussing strategy for Asset Management software purchase.
- Working with Rec to develop Program, category and subcategory standards.

124 E Street • P.O. Box 86 • Salida, CO. 81201
Phone 719-539-2212 • Fax 719-539-9086
www.cityofsalida.com

SALIDA FIRE DEPARTMENT 2021 YEAR END REPORT

Staff Report:

On February 24, 2021, Joshua Jelcick was hired as an entry level Firefighter/EMT. The hiring of Jelcick completed the fire department's three year staffing plan. I am happy to report that all three shifts now consist of four members. This staffing model allows two of the staff to respond to an incident while two staff remain back and handle the next call. Having four crew members to respond initially on a structure fire improves crew safety and potentially prevents loss of life and additional property loss.

Key Events:

Several of the Salida Fire staff along with members of the South Arkansas Wildland Team deployed to the multitude of fires in the western United States. Staff gained valuable experience and in some cases were able to get task books signed off to achieve higher qualifications.

Even with the ongoing pandemic, we were able to continue fire inspections of commercial businesses without disruption. Unfortunately, we were unable to resume fire prevention classes in the grade school.

The fire department staff provided another epic fireworks display on Independence Day.

In the last quarter of 2021, we began the process of transitioning to a new modern reporting software. Our current software was introduced in 1995 and is being phased out. We are expected to go "live" in February 2022.

We are excited about the recent acquisition of the Granzella property located at 611 Oak Street which will be the future home of the Salida Fire Department. The site is 2.18 acres larger than our current location.

Call volume in 2021 was down 3% from 2020 with a total incident count of 1053.

2021 Incident Statistics

Rescue & Emergency Medical Responses	609
Structure Fires	13
Vehicle Fires	3
Wildland Fires	5
Other Fires	12
False Alarms	50
Hazardous Condition	40
Service Call	113
Good Intent Call	206
Severe Weather/Natural Disaster	<u>2</u>
Total Incidents	1053

2021 Other Statistics

Auto/Mutual Aid responses to other agencies	25
Total staff hours spent on incidents	455 hours
Average staff time per incident	26 minutes

Structure Fire Loss/Save Analysis:

Value at risk:	\$1,484,276
Loss:	\$28,350 (1.9%)
Saved:	\$1,455,926 (98.09%)

Overlapping Incidents	36
Incidents during "Sleep Time" 2200 – 0600	185 (18%)

Staff activity Statistics

Commercial Fire Inspections Conducted	244
Plans Reviews Completed	32
Fire Prevention/Public Education Hours	95
Building Maintenance Hours	165
Apparatus/Equipment Maintenance Hours	517
Total hours of training received	1254
Total years of service career staff	163
Lost time injuries	0



Director of Housing Report for activities in December 2021

Major Activities

- Chaffee Housing Authority
 - Next Board meeting is January 20, 2022; hybrid in-person and Zoom
 - Open Board positions:
 - Salida Appointed Seat: Salida City Council appointed Councilperson Dominique Naccarato to the Salida Board Seat.
 - At Large Alternate Seat: To fill the At Large Alternate seat, the CHA BOD will revisit applicants who applied for the At Large Alternate seat in 3rd quarter of 2021.
 - Additional Staffing:
 - HDCGP Evaluator – Kelly Landau
 - Deputy Director – Mike Bischoff
 - Housing Navigator – interviewing week of January 3rd.
 - Social Media Volunteer – identified a volunteer, finalizing a volunteer agreement, will launch January 2022
 - Strategic Plan:
 - The CHA five-year Strategic Plan will be reviewed and potentially adopted during the next CHA BOD meeting, January 20, 2022. A draft of the Strategic Plan is included as Appendix A to this report.
 - A work plan will be adopted yearly, which will outline the CHA’s activities for the year ahead.
 - Sustainable Funding:
 - The Executive Committee and the Community Engagement Committee of the CHA have begun to investigate potential funding streams for the Chaffee Housing Authority.
 - Health Disparities Community Grant Program: Starts Jan 1, 2022
 - We Are Chaffee
 - Train facilitator to institutionalize this effort with CMC
 - Dinner and a Movie Event
 - Increase Access through language justice – ie interpretation/evaluation
 - Establish Continuum of Care
 - Increase Access to affordable housing via website – goal to move off social media onto publicly managed site
- Jane’s Place
 - An RFP for an Owners Representative should be published early January 2022.
 - And RFP for a Construction Contractor should be published early January 2022.
 - CHFA SHIP (Small Scale Housing Innovative Projects)
 - This technical assistance grant has concluded.
 - Working to establish master lease with coffee bar operator.
 - Re-establishing the Capital Campaign Committee
 - Focus on FFE, outdoor spaces, and community programming.

- Planning Collaborative:
 - Comprehensive planning/infrastructure conversations
 - Buena Vista – Town owned land
 - South end of the valley – County owned land near the Chaffee County Fairgrounds
 - Community engagement and partnerships are essential.
 - GIS Colorado will be in Salida January 27th and 28th for their annual meeting, and will be providing a day of training for the Chaffee County Planning Collaborative.

- Salida Housing Development Corporation
 - Not applying for 2022 9% LITC with Cardinal Capital Management.
 - Terminating contract with Cardinal Capital Management.

- Rental Deposit Guarantee Program:
 - Program available in both English and Spanish.
 - Use is decreasing; tenants claim lack of available rental stock.

- Deed Restrictions
 - Many projects coming to fruition in Salida and Buena Vista will have Deed Restricted housing units included.
 - CHA will be adopting Community Guidelines for these Deed Restrictions 1st Quarter of 2022.

- Open Doors
 - This City of Salida pilot program will offer financial incentive to short term rental owners who agree to master lease their housing unit to the CHA. The CHA will then sub-lease the housing unit to employees of Chaffee County employers.
 - The City of Salida Planning Commission will hear about the pilot program from Community Development Director Bill Almquist on January 11, 2022

Community Partnerships

- METAB – Board Member participation
- Colorado Mountain Housing Coalition:
 - Annual Meeting at Mount Princeton April 2022
- Lieutenant Governor Dianne Primavera’s Roundtable, Housing/Behavioral Health
- Habitat for Humanity
 - Discussion about how to secure more land for the Habitat for Humanity model, resulting in agreement to collaborate with regard to publicly owned land.
- Buena Vista Business Owners
 - Met with roughly 20-30 business owners at the Deerhammer warehouse to update them on CHA activities. Thanks to Amy Eckstien for hosting.
- Bringing Everyone Together through the Crisis of Housing (BETCH)
 - This Salida-based, grassroots non-profit was formed by a group of employees struggling with housing.
 - Presently, they are raising money to help subsidize rents.
 - Advising on selection criteria, encouraging to collaborate with an organization who already pays rent.

CHAFFEE HOUSING AUTHORITY Strategic Plan

CHA Mission

Facilitating Chaffee County residents' access to safe, sustainable, inclusive, and affordable housing through data-driven policy, housing programs, funding, raising awareness, and building housing units.

CHA Vision

Chaffee County Housing Authority envisions a community with housing opportunities that are affordable for all residents. We envision a workforce that is able to live locally and fully participate in our community, contributing to a strong and resilient economy.

CHA Values

Leadership

We provide direction and guidance while motivating and inspiring others to move forward in pursuit of our vision.

Integrity

We build trust by acting with the highest ethical standards through consistency, honesty, transparency, accountability, quality, efficiency, and respect. We strive to operate such that outside parties can quickly and easily see and understand how and why decisions are made.

Stewardship

We strive to support future generations realize healthier and more economically viable lives by positively impacting and collaborating with community members, the Earth, natural resources, political jurisdictions, economy, and time. We will create and maintain housing to high standards, inclusive of healthy indoor air quality, dignity in design, and integration of natural materials and systems for physical, mental, and spiritual health.

Community

We value what is best for the community as a whole, rather than what benefits only an individual or group of individuals. Our decisions are driven by what best serves and represents the needs of the local community and workforce now and in the future.

Equity

Our initiatives will be open to the community and will aim to reduce disparities in historically disempowered groups. Our policies and practices will be inclusive and equitable, and uphold a culture where all voices can be heard and viewpoints discussed without repercussion. We will ensure that services, programs, and housing opportunities are available equally to all eligible applicants/recipients regardless of race, sexual orientation, class, under-privileged, social, marital status, religious, age, and health status or identification.

Partnerships

Partnerships are essential to our success. We contract with and assist local municipalities and the county government to administer their inclusionary housing, deed restrictions, short term rental licensing, and other housing-related policies and programs and collaborate with non-profit housing agencies and funders to implement our vision.

CHA Focus Areas

Policy, Advocacy and Education

We will be the voice of community housing needs, giving voice and representing those in the community who are struggling with housing. Our advocacy seeks to bring together our values, evidence-based practices, and the perspectives of people who have lived with housing insecurity to ensure informed decisions are made in all aspects of the affordable housing environment. Our initiatives will include convening regional collaborators, storytelling and engagement, participating in local, state, and federal efforts to bring resources to the community; researching, drafting, and advocating for policies at the municipal, county, and state level that address regional housing challenges. Providing education and resources to the community on housing topics and issues.

Development

We will catalyze new housing development by working to increase inventory, secure land, garner appropriate and creative financing, convene local, regional, and state-wide partners, and participate in land use and planning efforts, and take the lead in attainable housing development efforts.

Local Housing Stability Programming

We will support local residents to remain in or gain housing through initiatives such as deposit guarantees, rent assistance, financial counseling, and other direct forms of financial, technical, or home improvement assistance.

Housing Authority Operations

We will invest in the staffing, systems, partnerships, and professional networks to ensure a thriving organization rooted in best practices and data; identify and execute appropriate funding strategies to ensure a financially resilient organization that can address our evolving housing challenges into the future.

Acknowledgements

CHA Board of Directors

Craig Nielson, Board Chair, Chaffee County
 Joseph Teipel, Board Vice Chair, Town of Buena Vista
 Janie Hayes, Board Secretary, Chaffee County
 Micha Rosenoer, Town of Buena Vista
 Justin Veltri, Chaffee County
 Jane Templeton, City of Salida
 Eileen Rogers, City of Salida
 Emily Marquis, At Large
 Monica Haskell, At Large
 Phillip Puckett, Town of Buena Vista Alternate
 Bob Christiansen, Chaffee County Alternate
 Drew Nelson, City of Salida Alternate

CHA Staff and Consultants:

Becky Gray, Director of Housing
 Willa Williford, Williford Consulting

Purpose

The purpose of the CHA Strategic Plan is to provide a five-year framework to focus the CHA's efforts as we fulfill the CHA's mission and vision while upholding our agreed upon values.

Each of the goals listed below are intended to serve as a guide for the CHA Board of Directors and Staff as they evaluate work plans for the organization.

Goal 1: Policy, Advocacy, and Education

The Chaffee Housing Authority will represent the housing needs of Chaffee County residents, namely low-income households, moderate-income households, and people employed by Chaffee County employers in policy and strategy discussions at the federal, state, and local levels. CHA will work to build coalitions around equity and justice as they relate to housing.

2022 Strategies:

- 1 – Operate the Health Disparities Community Grant Program, through the Colorado Department of Public and Environmental Health's Office of Health Equity, with the utmost fidelity.
- 2 – Establish and maintain local advocacy efforts and coalition building.
- 3 – Engage in state-level advocacy by maintaining excellent relationships with elected officials and staff at the Colorado Housing Finance Authority and DOLA's Division of Housing.
- 4 – Be prepared to engage in advocacy at the Federal level, should the opportunity arise.

Goal 2: Organizational Operations

The Chaffee Housing Authority will strive to operate the organization with the utmost professionalism, financial responsibility, and transparency.

2022 Strategies:

- 1 – Establish Adequate Staffing Ratios.
- 2 – Establish and maintain Record Management Systems
- 3 – Establish a sustainable funding source for CHA operations.
- 4 – Establish equitable Policies and Procedures.
- 5 – Use data to inform organizational decisions.
- 6 – Establish the Board of Directors annual activities.

Goal 3: Affordable Housing Development

The Chaffee Housing Authority will strive to construct or contribute to the construction of permanently affordable housing units in Chaffee County.

2022 Strategies:

- 1 – Establish relationships with Low Income Tax Credit developers.
- 2 – Establish relationships with private developers.
- 3 – Construct and Operate Jane's Place, a 17-unit rental project.
- 4 – Maintain participation on the Salida Housing Development Corporation's Board of Directors.
- 5 – Support the Town of Buena Vista as they develop Town-owned land.

Goal 4: Housing Stability Programming

The Chaffee Housing Authority will strive to operate, recruit, and create programs that will provide housing stability to Chaffee County residents.

2022 Strategies:

- 1 – Develop a county-wide Continuum of Care, and participate with the regional and state Continuum of Care.
- 2 – Operate the CHA Rental Deposit Guarantee Program.
- 3 – Oversee the fidelity of deed restricted housing units.
- 4 – Operate Open Doors (City of Salida Specific Program).

CHA Work Committees

Community Engagement Committee

- Janie Hayes
- Emily Marquis
- Monica Haskell
- Jane Templeton

Development Review Committee

- Craig Nielson
- Eileen Rogers
- Joseph Teipel
- Justin Veltri

Executive Committee

- Craig Nielson
- Janie Hayes
- Joseph Teipel

Governance Committee

- Jane Templeton
- Joseph Teipel
- Becca Williams

Health Disparities Community Grant Program Team

- Andrea Carlstrom, Chaffee County Public Health
- Lisa Martin, Chaffee County Public Health, We Are Chaffee
- Mike Orrill, Chaffee County Public Health
- Becky Gray, Chaffee Housing Authority
- Kelly Landau, Chaffee Housing Authority
- Heather Gorby (Insert Heather's business name here)

- In terms of total number of SFD permits we saw an increase of 39.68% in 2021 over 2020.
- Prior to 2021 the busiest year we had was 2019 when we collected \$1,352,029.51 in building permit fees (39.3% increase in 2021), issued 3,756 permits total (8.52% increase in 2021), and issued 294 SFD permits (17.35% increase in 2021).

B. New Commercial Projects

Poncha Springs:

- **10915 CR 128:** A permit for a new sign was issued for this address.
- **185 Quigot Court:** A permit was issued to frame a storage room inside this larger warehouse building that the county recently acquired from Angel of Shavano Recycling.

Buena Vista:

- **115 Harrison:** A permit was issued for a storage addition to the Loves Travel Plaza.

Chaffee County:

- **9771 RGP Road:** Plans were approved for several mini storage buildings to be constructed South of the Harriet Alexander Airport.
- **12900 Hwy 24/285:** A permit was issued to repair a gas canopy that was damaged by a vehicle.

C. Inspection Totals

- We performed 1,050 field inspections in the month of December.
- We issued 31 certificates of occupancy in December.

D. Violations:

- **156 Singletree:** Legal sent a CDO to the property owner on October 13, 2021 requiring a 30-day abatement. On November 17, 2021 Miles Cottom received an email from the property owner, John Davis, indicating that all work on the property had ceased long before we had sent him the CDO to stop work because there were no valid permits. We approved the following inspections
 - 6/12/2015:** Footing
 - 7/15/2015:** UG Electric & Foundation
 - 7/25/2015:** Interior pads
 - 8/10/2015:** UG Plumbing

No other inspections were requested or performed. Mr. Davis finished the construction of the home without the benefit of any inspections. No framing, rough electric, rough plumbing, rough mechanical, insulation or final inspections were requested nor performed on the home. The home appears to be complete and being occupied by Mr. Davis. He has no certificate of occupancy. We are seeking approval from the BoCC to direct the legal staff to pursue legal action against Mr. Davis.

- **3400 Willow Lane:** This is the property about halfway up Poncha Pass with which we have been dealing for some time. Legal was able to get a default judgement from the court enjoining the property owner from using the property in violation of our LUC and imposing a \$1,000 fine plus \$100 per day that he remains in violation. Hopefully this will

encourage the property owner to come into compliance without our having to place liens on the property.

- **7118 Clark Hill Road:** Legal will be filing a motion for default judgement as this property has been in violation since July 6, 2017 at which time, I declared the building to be dangerous and uninhabitable based on my observation of the property and based on the opinion of a third-party structural engineer. The owner has not complied with our numerous attempts to get the building torn down.

E. Personnel

- Gary Barnthouse passed the ICC Residential Plumbing Inspector certification exam. With Gary having passed this test, all field inspection and plan review staff are certified residential plumbing inspectors, which is a requirement to perform plumbing inspections in Colorado. Gary now has five certifications including: Residential Building Inspector, Residential Plumbing inspector, Residential Electrical Inspector, Commercial Electrical Inspector, and Electrical Plans Examiner. Furthermore, all of our technical staff are also certified Residential Electrical Inspectors except for one and we hold 61 ICC certifications department wide. We also currently employ two Master Electricians and one Journeyman Electrician.
- We currently have an opening for an Electrical Inspector as Mike Marr has taken a position with the City of Phoenix as an Electrical Inspector. We wish Mike the best of luck and thank him for his 7 years of service with the organization. We have conducted interviews and offered the position to Ken Holloway who is a master electrician and currently the co-owner of Buffalo Peaks Electric. Ken will start of February 1, 2022. Ken will be a great addition to our team.

F. Colorado Counties who require Contractor Licensing:

Contractor Licensing		
County	Yes	No
Adams	1	
Alamosa		1
Arapahoe	1	
Archuleta		1
Baca		1
Bent		1
Boulder	1	
Broomfield	1	
Chaffee		1
Cheyenne		1
Clear Creek		1

Conejos		1
Costilla		1
Crowley		1
Custer		1
Delta		1
Denver	1	
Dolores		1
Douglas	1	
Eagle		1
El Paso	1	
Elbert		1
Fremont	1	
Garfield		1
Gilpin	1	
Grand	1	
Gunnison	1	
Hinsdale		1
Huerfano	1	
Jackson	1	
Jefferson	1	
Kiowa		1
Kit Carson		1
La Plata		1
Lake	1	
Larimer	1	
Las Animas	1	
Lincoln		1
Logan		1
Mesa	1	
Mineral		1
Moffat	1	
Montezuma		1
Montrose		1
Morgan	1	
Otero		1
Ouray		1
Park	1	

May adopt in the next year
per website

Phillips		1
Pitkin	1	
Prowers		1
Pueblo	1	
Rio Blanco		1
Rio Grande		1
Routt	1	
Saguache	1	1
San Juan		1
San Miguel		1
Sedgwick		1
Summit		1
Teller	1	
Washington		1
Weld		1
Yuma		1
Total	25	39

(Requires Registration and proof of insurance to 300k)

G. Agricultural Exemption from Building Permits:

The county has a policy regarding agricultural exemptions from building permits pursuant to C.R.S. 30-28-201(1) which reads, "Buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock, or poultry may be excepted." We have historically had issues with residents requesting agricultural exemptions from building permits in accordance with this statute, but then using the building for something other than agriculture (including businesses, STRs, storage of non-agricultural personal items, etc.) or subsequent property owners using the buildings for other than agricultural uses. I am seeking feedback from the BoCC regarding limiting the scope of agricultural buildings to 600 square feet for enclosed buildings (which is large enough for chicken coops, loafing sheds, etc.) and unlimited area for open sided structures such as those used for hay/crop storage and for livestock stalls. Attached is a flow chart that for which we are seeking BoCC feedback.

Agricultural Building Flow Chart to Determine Building Permit Exemptions

Definition Agricultural Building: Buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock, poultry, hay, grain, or other horticultural products not illegal under federal or state law. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or pack-aged, nor shall it be a place used by the public. The Definition does not include the below listed Non-Exemptions.

NOTE: Mixed Use Buildings Are not Exempt: If you intend to also park your personal vehicles, boats, campers, other toys, or store items related to other businesses or personal use not associated to Agricultural Sole Use definition above, then a permit is required for this building.

Agricultural Building Permit Exemptions Below

14.1: Open Sided Agricultural Buildings: Agricultural Buildings constructed with open sides and ends that do not have enclosed walls, doors, or windows within the building. The building cannot contain any sanitary connections and meets the Building Code Definition of an Agricultural Building. No Mixed-Use allowed outside of Agricultural Use.

14.2: Enclosed Agricultural Buildings under 600 Square Feet: Agricultural Buildings that are 600 Square Feet or Less that do not contain any sanitary connections and meets the Building Code Definition of a Agricultural Building. No Mixed-Use allowed outside of Agricultural Use.

Note: Electrical, Solar, Mechanical, and Plumbing Permits are NEVER EXEMPT.

