



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	December 17, 2024

ITEM

Resolution 2024-77, A Resolution Approving a Revised First Amended and Restated Intergovernmental Agreement with Chaffee County Concerning the Operation and Maintenance of the Salida Airport – Harriet Alexander Field and Repealing Resolution No. 30, Series 2001.

BACKGROUND

The City and County have jointly operated and maintained the Salida Airport – Harriet Alexander Field since 1969. Since that time, the two governments have operated through an intergovernmental agreement, the last being adopted in 2001. The current, proposed IGA continues the relationship and addresses the the operational components of the relationship.

The City's Administrator and Finance Director have been working with their counter-parts at the County to identify the operation aspects of the relationship and have agreed that the proposed changes will bring into line what has been taking place. The following changes have been made:

- II(b)
 - Changed the deadline for the annual budget to be provided to the finance officer from July 1 to July 15
 - Also changed to say the county will invoice the City for annual appropriations each year instead of having both parties contribute to a fund
- II(d)
 - Moves the requirement for the Airport manager to be a county employee to section IV
- V(b)
 - Takes city out of the lease approval process, but the City will be provided a status summary of all leases annually. Currently the County forwards all hanger lease agreements to the City, and we then place those agreements on the Consent Agenda. There has been no report of the City denying a hanger lease. This change will allow the County to approve these leases and then report back to the City the status of all leases on an annual basis.
- VI(b)
 - Increases the number of members for the airport advisory board to the current 9 members.
 - Takes out the compensation for board members. This was listed as \$25 per meeting.
- VI(g)
 - This section is taken out in its entirety



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- Deals with the dissolution of the County Commission and it becoming the airport board
- VIII(b)
 - Removed. Deals with mutually agreeing to continue to comply with terms and conditions of grant agreement between the City and County and the FAA

FISCAL NOTE

The amended IGA does not change the financial commitment the City has for the operation and maintenance of the Salida Airport.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2024-77.

SUGGESTED MOTION

A City Councilmember should state "I move to _____ Resolution 2024-77 A Resolution Approving a Revised First Amended and Restated Intergovernmental Agreement with Chaffee County Concerning the Operation and Maintenance of the Salida Airport – Harriet Alexander Field and Repealing Resolution No. 30, Series 2001" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 77
(Series of 2024)

A RESOLUTION APPROVING A REVISED FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH CHAFFEE COUNTY CONCERNING THE OPERATION AND MAINTENANCE OF THE SALIDA AIRPORT – HARRIET ALEXANDER FIELD AND REPEALING RESOLUTION NO. 30, SERIES 2001

WHEREAS, the City of Salida ("City") and the County of Chaffee ("County") each currently own various parcels of land that comprise Salida Airport - Harriet Alexander Field (the "Airport"); and

WHEREAS, the City of Salida and Chaffee County have been jointly operating and maintaining the Airport in one form or another since 1969, at which time the City of Salida and Chaffee County entered into an agreement to mutually cooperate with one another for the development and improvement of the Airport, and for each party to pay one-half of all costs and expenses and to furnish one-half of all labor required for the operation, maintenance, development and improvements of the Airport; and

WHEREAS, in 1980 the City leased to the County its interest in the land and improvements comprising the Airport for a term of ten years, later extended to two additional terms of five years each, and assigning to Chaffee County full responsibility for the operation of the Airport; and

WHEREAS, in 1988 the City and County entered into a co-sponsorship agreement to apply for and obtain federal financial assistance for the Airport through the Federal Aviation Administration; and

WHEREAS, in 1992 the City and County executed a Joint Resolution providing for the revision of the Chaffee County Airport Commission and setting forth policies and procedures under which the Airport would be managed and funded (City of Salida Resolution No. 1992-12 and Chaffee County Resolution No. 1992-38); and

WHEREAS, in 2001 the City and County executed an intergovernmental agreement providing for the revision and consolidation of prior agreements setting forth policies and procedures under which the Airport would be managed and funded (City of Salida Resolution No. 2001-30 and Chaffee County approval by motion); and

WHEREAS, City and County desire to provide for the future management, growth and success of the Airport; and

WHEREAS, Sections 29-1-203, 41-4-103 and 41-4-204 of the Colorado Revised Statutes authorize, empower and encourage municipalities and counties to cooperate and combine resources in the establishment and delivery of public services and, specifically, public aviation services and facilities; and

WHEREAS, the City and County wish to enter into an intergovernmental agreement for the future long term operation and maintenance of the Airport, under which the parties will equally share the cost of funding the Airport, and by which the County will operate the Airport on behalf of the City and the County; and

WHEREAS, the City Council for the City of Salida and the Board of County Commissioners for Chaffee County have jointly determined that this intergovernmental agreement will best serve the long-term welfare and development of Salida Airport and the citizens and taxpayers of the City and Chaffee County.

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

1. Resolution No. 30, Series 2001, is hereby repealed.
2. The First Amended and Restated Intergovernmental Agreement With Chaffee County Concerning the Operation and Maintenance of The Salida Airport – Harriet Alexander Field, attached as Exhibit A, is hereby approved, and the Mayor is further authorized to sign the Intergovernmental Agreement.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SALIDA AND CHAFFEE COUNTY FOR THE OPERATION AND
MANAGEMENT OF SALIDA AIRPORT - HARRIET ALEXANDER FIELD**

WHEREAS, the City of Salida ("City") and the County of Chaffee ("County") each currently own various parcels of land that comprise Salida Airport - Harriet Alexander Field (the "Airport"); and

WHEREAS, the City of Salida and Chaffee County have been jointly operating and maintaining the Airport in one form or another since 1969, at which time the City of Salida and Chaffee County entered into an agreement to mutually cooperate with one another for the development and improvement of the Airport, and for each party to pay one-half of all costs and expenses and to furnish one-half of all labor required for the operation, maintenance, development and improvements of the Airport; and

WHEREAS, in 1980 the City leased to the County its interest in the land and improvements comprising the Airport for a term of ten years, later extended to two additional terms of five years each, and assigning to Chaffee County full responsibility for the operation of the Airport; and

WHEREAS, in 1988 the City and County entered into a co-sponsorship agreement to apply for and obtain federal financial assistance for the Airport through the Federal Aviation Administration; and

WHEREAS, in 1992 the City and County executed a Joint Resolution providing for the revision of the Chaffee County Airport Commission and setting forth policies and procedures under which the Airport would be managed and funded (City of Salida Resolution No. 1992-12 and Chaffee County Resolution No. 1992-38); and

WHEREAS, in 2001 the City and County executed an intergovernmental agreement providing for the revision and consolidation of prior agreements setting forth policies and procedures under which the Airport would be managed and funded (City of Salida Resolution No. 2001-30 and Chaffee County approval by motion); and

WHEREAS, City and County desire to provide for the future management, growth and success of the Airport; and

WHEREAS, Sections 29-1-203, 41-4-103 and 41-4-204 of the Colorado Revised Statutes authorize, empower and encourage municipalities and counties to cooperate and combine resources in the establishment and delivery of public services and, specifically, public aviation services and facilities; and

WHEREAS, the City and County wish to enter into an intergovernmental agreement for the future long term operation and maintenance of the Airport, under which the parties will equally share the cost of funding the Airport, and by which the County will operate the Airport on behalf of the City and the County; and

WHEREAS, the City Council for the City of Salida and the Board of County Commissioners for Chaffee County have jointly determined that this intergovernmental agreement will best serve the long term welfare and development of Salida Airport and the citizens and taxpayers of the City and Chaffee County.

NOW, THEREFORE, in consideration of the recitals as set forth above and the promises, terms and conditions as set forth below, and pursuant to the power and authority as vested in the City and County pursuant to Sections 29-1-203, 41-4-103, 41-4-204 of the Colorado Revised Statutes, the City and County agree and contract as follows:

I

PURPOSE OF THE INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement is designed and intended to ensure that Salida Airport is maintained and operated in a manner that optimizes its value as a critical community asset and serves the interests and welfare of the citizens of the City of Salida and Chaffee County. The City and County mutually consent to the terms of this agreement with the goal of combining and maximizing their respective resources for the purpose of enhancing and promoting the beneficial uses of the Airport, while prudently managing the financial aspects of its operation.

II

AIRPORT BUDGETS, FUNDING AND FINANCIAL MANAGEMENT

A. Cost Sharing. Subject to available revenue and duly adopted appropriations, and subject to such constitutional spending limitations as may govern their expenditures, the City and County shall annually budget and contribute such funds as they mutually determine necessary and appropriate for the efficient operation and maintenance of the Airport. It is the mutual intent and goal of the parties that they shall each fund the operations and maintenance of the Airport on an equal dollar-for-dollar basis. Such funding shall be evaluated, determined and approved by each the City and County within the context of the respective annual governmental budget and appropriation processes.

B. Annual Airport Budget. An Annual Airport Operating Budget (the "Budget") shall be prepared for the Airport by the Airport Manager and first submitted each year to the Airport Board for review and recommendation. Once reviewed by the Airport Board, the Budget shall be forwarded to the City's and County's respective Finance Officers by no later than July 15th. The Budget shall set forth all anticipated revenue sources and planned expenditures, and detail all anticipated federal, state or other grants and corresponding grant matches for the upcoming fiscal year. The Budget shall also include a projected five-year budget plan of revenues, expenditures and grants based upon the best and most recent financial information then currently available. The Budget shall clearly define the total net profit or loss anticipated for the upcoming budget year and when a net loss is anticipated, the specific cash or other subsidy required from each the City and County to balance the Budget. The City and County shall mutually exchange comments, recommendations and proposed changes to the Budget in such time as to allow for each to complete their own budget adoption processes. The Budget shall not be deemed approved and adopted until both the City and County have

completed and approved their own respective governmental budgets, which shall be accomplished by no later than December 31st of the then current fiscal year. The County will invoice the City for the annual appropriation by July 1 each year, and will invoice for capital improvement projects following invoice by project contractors.

C. Financial Accounting Procedures. The receipt, expenditure, maintenance and accounting for all funds contributed to or derived from the Airport and airport operations shall comply with Chaffee County accounting practices as well as all applicable provisions of the Colorado Local Government Uniform Accounting Law and Colorado Local Government Audit Law, C.R.S. §§ 29-1-501 and 29-1-601, *et seq.*, and such regulations as may be adopted thereunder. Airport financial transactions shall be recorded and included in the Chaffee County Financial Budget and Records through a budget line item referred to as the Airport Fund by the County Finance Department. All revenue, expenditures and fund balances will be recorded and managed in the Airport Fund Account. The County Finance Department will furnish reports to the Airport Board, the City Council and the Board of Commissioners on a quarterly basis. All expenditures within the approved annual operating Budget shall be approved following the Chaffee County purchasing policy. Any expenditure outside of the approved budget that requires additional deficit funding by the City and/or County shall require a budget amendment approved by the City Council and the Board of Commissioners, unless one party desires to make such additional deficit expenditure unilaterally. A unilateral expenditure shall not occur unless consented to by the other party, and shall not obligate the other party to participate in such additional deficit funding. Net profits, transfers from other funds or grant funds unexpended during a budget year shall be maintained in the Airport Fund and carried forward into the next budget year using standard accounting practices that meet statutory requirements.

D. Financial Accounting Management. The Airport Manager shall be responsible for maintaining accurate and detailed financial records of daily, monthly and annual Airport financial transactions in accordance with Chaffee County accounting practices, and shall perform such functions under the supervision and management of the Chaffee County Finance Officer.

III

GRANT APPLICATIONS, APPROVALS AND ADMINISTRATION

A. The Airport Manager shall be charged with the responsibility to investigate and pursue public and private grants and other financial assistance to fund the cost of Airport operations, infrastructure and/or improvements. The Airport Board shall review all proposed grant applications to ensure their consistency with the goals of the Airport Master Plan and Capital Improvements Plan and shall prioritize grants and grant applications to maximize the implementation and completion of such plans.

B. The Airport Manager shall prepare a "Grant Package" consisting of the grant application, and the recommendations of the Airport Board. The Grant Package shall also include a year-to-date performance analysis of the Airport and the anticipated impact the grant will have on the Budget. The County Finance Officer shall ensure that any local financial

match required by any grant application or grant shall have been anticipated and included in the Airport Budget, or shall prepare and submit a proposed budget amendment to accommodate the same in the Grant Package to be forwarded to the City and County for review and approval.

C. The County shall consider a grant application request at a regular or special meeting of the Board of County Commissioners. The City shall consider a grant application request at a regular or special meeting of the City Council. If both the City and County approve the request, the Airport Manager shall be directed and authorized to submit it to the appropriate funding agency. In the event only one of the two parties approves the grant application request, then such application shall not be submitted for funding unless the party that approved the same shall assume sole and full responsibility for any local match or other local financial obligation required or imposed under the grant.

D. The implementation of all grants awarded to the City and/or County for use at the Airport shall be the responsibility of the Airport Manager, subject to the review of the Airport Board and the County Finance Officer.

IV AIRPORT OPERATIONS AND MANAGEMENT

A. Chaffee County will be responsible for the day-to-day operation and management of the Airport. The Airport Manager shall be an employee of Chaffee County, or a contract employee or firm hired explicitly for the role of Airport Manager. Chaffee County will staff and operate the Airport within the constraints and boundaries defined by this agreement, the approved annual operating Budget, FAA rules and regulations, and the Airport operating plan. As the sole provider of employees, staff and contractors, Chaffee County will be solely responsible for staff communications, supervision and compensation. Issues related to staff, Airport operations, or other Airport management as may be raised by the City of Salida shall be addressed to the County Administrator. If the City believes that an issue or concern has not properly or satisfactorily been addressed by the County Administrator, the City Council may address its concerns and issues directly to the Board of County Commissioners.

B. Chaffee County may establish and collect such fees, rents and charges as it finds necessary and appropriate to the operations of the Airport. Chaffee County shall also adopt and enforce such rules and regulations governing aviation and ground operations as it deems necessary to ensure the Airport's efficient operation and management, and to protect and enhance the public safety and welfare. All fees, rents, charges and other types of revenue generated at or by the Airport and/or Airport operations shall be deposited in the Airport Fund and may only subsequently be expended or applied in direct financial support of the Airport.

C. All real estate and capital equipment purchased during the term of this agreement using Airport Funds shall be deemed jointly owned by the City and County and shall be used only in and for Airport operations and maintenance.

D. In the event of termination of this agreement, all lands, assets, contracts, facilities or obligations purchased or incurred hereunder in the name of the City and

County shall be divided and distributed between them in proportion to the financial contributions made by each during the term of the agreement. In the event such assets and/or obligations cannot evenly or proportionately be divided and distributed, or the City and County cannot agree upon the division and distribution of same, then all contested items of distribution or division shall be referred to mandatory binding arbitration before a judicially-appointed arbitrator in accordance with the provisions of the Colorado Uniform Arbitration Act, C.R.S. §13-22-201, *et seq.*

E. The County shall perform all management and operational services under this agreement as an independent contractor and not as an employee or agent of the City. To the extent permitted by law, the County shall defend, indemnify and hold the city harmless from any claims, damages or injuries of any kind whatsoever that may be asserted or arise from the acts, errors or omissions committed, or allegedly committed, by the County and/or its employees or agents in performing services under this agreement. Also to the extent permitted by law, the City shall defend, indemnify and hold the County harmless from any claims, damages or injuries of any kind whatsoever that may be asserted or arise from the acts, errors or omissions committed, or allegedly committed, by the City and/or its employees or agents in performing services under this agreement. Notwithstanding the foregoing, nothing in this paragraph is intended or shall be construed to waive or lessen the protection and limitations provided to both the County and the City pursuant to the Colorado Governmental Immunity Act or any other law, and neither party shall be obligated to indemnify the other for claims, losses, damages arising from the other's own negligence.

V

LONG TERM LEASE OF AIRPORT PROPERTY

A. The long-term leasing of Airport property/ground space for the installation, construction and operation of private and/or commercial aircraft hangars shall be allowed and implemented through the use of uniform or standard long-term hangar lease agreements. The form of such lease agreements shall be jointly devised and approved by the City and County. For purposes of this agreement, "long-term" or "long-term lease" shall mean having a term greater than one (1) year.

B. All individual long-term hangar leases of Airport property must be approved by the County, with lease execution following County policy on delegation of authority for contracts. No lease shall be approved absent an initial review and recommendation of same by the Airport Board. The Airport Manager shall be responsible for ensuring that all approved leases are properly adhered to and enforced. The Airport Manager shall annually provide to the City and County a status summary of all leases, including but not limited to Lessee, and lease rates, dates and new or transferred leases.

C. All revenues derived from the leasing of any Airport property shall be deposited in the Airport Fund maintained by Chaffee County and may only be subsequently expended in support of Airport operations and/or maintenance.

VI

AIRPORT ADVISORY BOARD

A. The Salida Airport Advisory Board (the "Airport Board") shall perform the duties and responsibilities as set forth in this agreement and such other duties and responsibilities as may from time to time be assigned to it by the City and County. The duties of the Airport Board shall include the development, implementation and regular updating of an Airport Master Plan and Long Range Financial Plan; the review and recommendation of annual Airport operating budgets; recommendations and support of federal, state or other grant and/or funding sources to enhance and improve Airport facilities and operations; communications and intergovernmental relations with the Federal Aviation Administration and Colorado Department of Transportation, and the adoption and enforcement of federal, state and/or local rules and regulations governing the safe use and operation of the Airport by and for the aviation public and other Airport users; and to support the continued development and utilization of the Airport as a useful and valuable public resource for the benefit of the citizens and taxpayers of the City of Salida and Chaffee County.

B. The Airport Board shall consist of nine (9) members, four(4) members to be appointed by the City and five (5) members to be appointed by the County. All members shall serve a term of three (3) years, with a maximum of three consecutive full terms. Members must be eligible electors and residents of Chaffee County and may receive reimbursement for reasonable out-of-pocket expenses incurred in performing business on behalf of the Airport Board. Members shall conform their conduct to and be governed by the Chaffee County Board Standards for Ethics and Practices.

C. Members of the Airport Board may be removed from office on the grounds of chronic absenteeism (three (3) or more consecutive unexcused absences from meetings of the Board, or unexcused absences from more than fifty percent (50%) of the meetings conducted in any twelve (12) month period), or for such other good cause as determined by the respective appointing jurisdiction. Vacancies shall be filled by appointment to serve out the remainder of an unexpired term, such appointment to be made by the jurisdiction which made the initial appointment to the position.

D. The Airport Board shall conduct not less than one (1) meeting per month and shall annually fix the time and place at which it will conduct its regular meetings and shall adopt such by-laws and rules of procedure as it deems necessary to conduct business. The board shall also select as officers a Chairman, Vice Chairman and Secretary from among its members by majority vote, each officer to serve a term of two (2) years. Members serving as officers may be re-elected to office without limitation.

E. Public notices of the time and place of all regular meetings shall be posted at the Airport and at the Chaffee County official posting sites. Such notices shall remain posted and shall be amended in the event the time and/or place of the regular meeting are changed. Any officer or member may call special meetings by informing each other member of the date, time and place for such meeting, along with the agenda therefore. All special meetings must be preceded by not less than three (3) days publicly posted notice.

F. All meetings of the Airport Board shall be subject to the requirements of the Colorado Open Meetings Law and not less than five (5) members must be present at a

regular or special meeting to transact any business. All questions coming before the board may be decided by simple majority vote and all votes shall be by recorded ayes and nays. Meeting minutes and resolutions passed by the board shall be timely recorded and kept in an official book(s) for that purpose and authenticated by the signature of the presiding officer.

VII AMENDMENTS AND TERMINATION

This agreement may be amended from time to time upon the mutual written consent of the City and County. Termination of the agreement may be effectuated by either party, with or without cause, upon written notice to the other not less than sixty (60) days prior to the date of termination. In the event one of the parties terminates this agreement over the objection of the other and such termination is to occur on a date other than the date on which the then current budget year will end, the party terminating the agreement shall remain contractually obligated to continue to fund its share of the Airport Budget to and until the end of the budget year unless such obligation is forgiven by the other party in writing.

VIII EFFECTIVE DATE

This agreement must be approved by the City Council for the City of Salida and the Board of County Commissioners for Chaffee County at a public meeting(s). Upon such approval the Parties will execute this Agreement, and the effective date will be the date of the last signature.

IX GENERAL PROVISIONS

A. Any and all promises, representations or obligations calling for the expenditure of public funds by either of the parties hereto shall be dependent upon, and limited to, duly adopted appropriations as may be authorized from year to year.

B. None of the terms, conditions or provisions of this agreement shall be deemed to be for the benefit of any person or entity not a party hereto or not expressly identified herein, and no such person or entity shall be entitled to rely in any manner on the agreement or its terms.

C. If any provision of this agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect or impair the validity or enforceability of any other provision and the parties agree to renegotiate the invalid or unenforceable provision so as to cure such defect, if possible, and have it reflect and serve as closely as possible the original intent and purpose of same; unless the invalid provision is of such importance and materiality to the overall agreement that its absence destroys or renders inoperable the purpose or practicable implementation thereof.

D. This agreement shall be interpreted and enforced in accordance with Colorado law and any action concerning its enforcement or interpretation shall only be brought in the District Court in and for Chaffee County, Colorado.

E. The waiver or forgiveness of a breach of any of the provisions of this agreement by any party shall not constitute a continuing or new waiver or forgiveness of any subsequent breach of the same or other provision of the agreement.

F. This intergovernmental agreement shall supplant and supersede all previous agreements between the City and County governing the operations and management of the Airport, and specifically the Intergovernmental Agreement for the Operation and Management of Harriet Alexander Field adopted by the parties in 2001.

WITNESSETH THE PARTIES' AGREEMENT THIS ____ DAY OF _____, _____ BY THE SIGNATURES SET FORTH BELOW:

THE CITY OF SALIDA

CHAFFEE COUNTY by and through the
BOARD OF COUNTY
COMMISSIONERS

By: _____
Mayor

By: _____
Chair

ATTEST: _____
City Clerk

ATTEST: _____
County Clerk