



City Council Regular Meeting

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

November 4, 2025 at 6:00 PM

Agenda

Please register, **BY 4:30 pm the day of the meeting** for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

1. Approve Agenda
2. Approve October 21, 2025 Minutes
3. Approve Elk's Lodge Special Event Liquor License for the Charity Ball on November 15, 2025
4. Approve a Technology Security Policy
5. Approve an amendment to City Administrator Christy Doon's Employment Agreement
6. Approve an Amendment to City Clerk Kristi Keller's Employment Agreement

Citizen Comment–Three (3) Minute Time Limit

Proclamations

7. National Native American Heritage Month

New Business / Action Items

8. **Resolution 2025-49** A Resolution of the City Council of the City of Salida, Colorado, Approving the Arts, Parks, Recreation, and Culture Subsidy, Cost-Recovery, and Pricing Policy
9. **Resolution 2025-52** An amendment to resolution 2024-64 establishing budget and

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appropriations by fund for the City of Salida operations for calendar year 2025. **Public Hearing**

Executive Session

10. For the purpose of conferencing with the City Attorney for the purpose 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: **Legal advice regarding constitutionality and other legal parameters surrounding Chaffee County residency restrictions within City's Short-Term Rental regulations**

Unfinished Business / Action Items

11. **Ordinance 2025-23** An Ordinance of the City Council of the City of Salida, Colorado Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the Chaffee County Residency Requirement for Short-Term Rental Business Licenses. **Second Reading and Public Hearing**

Councilors, Mayor and City Treasurer Reports

Council Reports

Naccarato - CHA and Sustainability Board

Martin

Stephens - Airport Board and PROST

Pappenfort - Finance Committee and CHA

Critelli

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn



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City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
October 21, 2025 at 6:00 PM

Minutes

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Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli
Council Member Wayles Martin
Council Member Suzanne Fontana
Council Member Alisa Pappenfort
Council Member Aaron Stephens
Council Member Dominique Naccarato
Mayor Dan Shore
Treasurer Ben Gilling

Amendment(s) to Agenda

Consent Agenda

Council Member Fontana moved to move Item #5 to New Business and combine and approve the remaining items on the consent agenda, seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin.

Approve Agenda

Approve October 7, 2025 Minutes

Approve Elk's Lodge Special Event Liquor License for the Charity Ball on November 22, 2025

Approve Elk's Lodge Special Event Liquor License for the Parade of Lights and Lighting of Christmas Mountain on November 28th and 29th

MOTION PASSED

Citizen Comment–Three (3) Minute Time Limit

Jon Terbush spoke during citizen comment.

Unfinished Business / Action Items

Ordinance 2025-19 An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the City of Salida South Ark Annexation. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Pappenfort moved to approve Ordinance 2025-19, seconded by Council Member Martin.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-20 An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the City of Salida South Ark Annexation as Low Density Residential (R-2) Zone District. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Martin moved to approve Ordinance 2025-21, seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-21 An Ordinance of the City Council of the City of Salida, Colorado Amending the Salida Municipal Code with Regard to the Compensation of the Mayor, City Council, and the City Treasurer. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Martin moved to approve Ordinance 2025-21, seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

New Business / Action Items

Ordinance 2025-22 An Emergency Ordinance of the City Council of the City of Salida, Colorado Repealing Ordinance 2025-15. **Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Pappenfort moved to approve Ordinance 2025-22, seconded by Council Member Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-47 A Resolution of the City Council of the City of Salida, Colorado Establishing October 24, 2025, as World Polio Day.

Council Member Fontana moved to approve Resolution 2025-47, seconded by Council Member Martin.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-48 A resolution of the City Council of the City of Salida, Colorado, summarizing revenues and expenditures for each fund and adopting a budget for the calendar year beginning on the first day of January 2026 and ending on the last day of December 2026. **Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Pappenfort moved to approve Resolution 2025-48 with an amendment to roll over to 2026 the unspent 2025 funds of \$37,500 for the Public Art Commission, add \$15,000 to the Chaffee County Community Foundation to be used as a challenge grant and \$15,000 to the contingency fund to be revisited in June 2026 specified for the Co-responder program with a final decision to be made in June, seconded by Council Member Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-50 A Resolution of the City Council of the City of Salida, Colorado, Approving a First Amendment to Option to Ground Lease with Artspace Projects, Inc.

Council Member Pappenfort moved to approve Resolution 2025-50, seconded by Council Member Naccarato.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Resolution 2025-51 A Resolution of the City Council of the City of Salida, Colorado Approving an Intergovernmental Agreement between Chaffee County, the City of Salida, the Town of Buena Vista and The Town of Poncha Springs Regarding the Distribution of Revenue Collected through the Differential 4% Increased County-Wide Lodging Tax.

Council Member Pappenfort moved to approve Resolution 2025-51, seconded by Council Member Critelli.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-23 An Ordinance of the City Council of the City of Salida, Colorado Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the Chaffee County Residency Requirement for Short-Term Rental Business Licenses. **Approve on first reading and set second reading and public hearing for November 4, 2025**

Council Member Fontana moved to approve Ordinance 2025-23 setting Second Reading and Public Hearing for November 4, 2025, seconded by Council Member Pappenfort.

Voting Yea: Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin
Voting Nay: Council Member Naccarato

MOTION PASSED

Councilors, Mayor and City Treasurer Reports

Council Reports

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Stephens - Airport Board and PROST

Martin

Critelli

Naccarato - CHA and Sustainability Board
Pappenfort - Finance Committee

Reports were given.

Mayor Report

Report was given.

Attorney Report

Treasurer Report

Report was given.

Department Updates

Report was given.

Adjourn Meeting adjourned at 8:55 pm



City Clerk | Deputy City Clerk

Mayor



SALIDA CO. ELKS LODGE #808

148 E. Second Street

PO Box 967

Phone 719-539-6976

Salida, Co. 81201-0967

Email bpoe808@gmail.com

10/28/25 (09/23/2025)

To whom it may concern

RE: Salida Elks Lodge Charity Ball November 15nd, 2025

Salida Elks Lodge #808 has traditionally held a Charity Ball/Dinner Dance annually.

This is to raise money for our charitable programs. These programs help those in need in our community and include Christmas Baskets for the underserved, youth programs, and Veterans programs.

Our Charity Ball for this year will be held on Saturday, the 15th of November from 5:30 pm until midnight. There will be a silent auction, dinner, and music.

We are requesting a Special Events Permit to be open to the public for this event. The starting time of 2 pm is to allow for setup.

The event coordinator for this year's Charity Ball event is Patti Arthur Salida Elks lodge Exalted Ruler and her committee.

This event was approved at our last lodge meeting on Sept. 23rd, 2025, by the officers and members of our lodge.

Respectfully submitted by,

James DeLuca

James DeLuca PER/Salida Elks Lodge 808 Secretary

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- | | | |
|---|---|---|
| ☐ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☒ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate
BPOE Salida Elks Lodge 808

State Sales Tax Number (Required)
00502443-0000

2. Mailing Address of Organization or Political Candidate
(include street, city/town and ZIP)
148 E 2nd St
PO Box 967
Salida, Co 81201

3. Address of Place to Have Special Event
(include street, city/town and ZIP)
148 E 2nd St
Salida, Co 81201

4. Authorized Representative of Qualifying Organization or Political Candidate
James DeLuca Secretary

Date of Birth

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager
Patricia Arthur Exalted Ruler Salida Elks 808

Date of Birth

Phone Number

Event Manager Home Address (Street, City, State, ZIP)

Email Address of Event Manager

bpoe808@gmail.com

6. Has Applicant Organization or Political Candidate been
Issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes How many days? 2

7. Is the premises for which your event is to be held currently licensed
under the Colorado Liquor or Beer codes?

☐ No ☒ Yes License Number 10-7348-0000

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

CORRECTED 11/15/2025 List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 11/15/2025 Hours From 2:00 p.m. To midnight m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

James DeLuca

Title

Salida Elks Lodge Secretary

Date

corrected on
10/28/25

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☒ Appropriate fee.
- ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Elks Lodge #808
148 E. Second Street
Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	11/15/25	2:00pm to 12:00am			

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 4th day of November, 2025.

ATTEST:

The City of Salida

Deputy City Clerk

City Clerk

PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: October 27th, 20 25 at 4:00 p.m. a.m./p.m.

PROPOSED SPECIAL EVENT LIQUOR PERMIT

Salida Elk's Lodge #808, has filed an Application for a
SPECIAL EVENT LIQUOR PERMIT to be held on November 15, 2025, 20 25, from
2:00 p.m. a.m./p.m. to 12:00 a.m. a.m./p.m. at the following address:

BPOE Salida Elks Lodge 808

148 E. Second STREET

Salida, CO 81201

PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a **WRITTEN PROTEST** within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

U.S. Mail Address:

City of Salida
City Clerk

448 E. First Street, Ste. 112

Salida, CO 81201

E-Mail Address:

clerk@cityofsalida.com

HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.



City Council Work Session Memo

Department	Presented By	Date
Finance	Kristen Hussey - Assistant Finance Director	November 4, 2025

ITEM

Adoption of new Technology Security Policies

BACKGROUND

As technology continues to evolve and advance, the City of Salida faces an increasing risk of cybersecurity incidents that could result in financial loss, infrastructure disruption, reputational harm, or legal exposure. The City currently maintains numerous safeguards to protect its systems from threats and vulnerabilities, and the introduction and implementation of these new formal policies will further strengthen the City's technology security posture. The policies set clear expectations for technology use, promote a culture of accountability and awareness, and help mitigate the risk of potential cyber threats.

City staff collaborated with the City's IT partners, Orion Integration Services, in developing these policies and will continue to work together to ensure consistent implementation City-wide.

Two policies and corresponding documents are included for review:

1. **Technology Security Policy** and corresponding **Technology Security Policy Exemption Form**
 - This policy sets clear guidelines for all City personnel regarding acceptable use of technology, mandatory security trainings, required device configurations, and clear roles and responsibilities.
2. **Technology Security Incident Response Policy** and corresponding **Technology Security Incident Response Form**
 - In the event of a cybersecurity incident, this policy outlines the procedures and responsibilities for staff and IT to ensure timely, coordinated, and effective response and remediation.

FISCAL NOTE

There is no fiscal impact.

STAFF RECOMMENDATION

Staff recommends Council approve the Technology Security Policy, Technology Security Policy Exemption Form, Technology Security Incident Response Policy, and Technology Security Incident Response Form.

SUGGESTED MOTION

A Councilmember should make a motion to "combine and approve the items on the consent agenda," followed by a second and a roll call vote.



TECHNOLOGY SECURITY POLICY

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I. INTRODUCTION

All City of Salida (City) personnel use technology to accomplish their duties, and every department has personnel who administer City Data and City Technology.

The use of technology is critical to the advancement of the City's mission, but also exposes the City to financial loss, infrastructure damage, reputation damage, and legal risks. The use of technology also results in the City being responsible for compliance with Regulatory Requirements, audit findings, and the terms of the City's cyber security insurance policy.

The choices which will protect the City from these risks can no longer be treated primarily as a technical function carried out by IT experts who manage City's technology infrastructure, but as an essential responsibility of all City personnel.

II. PURPOSE

This policy defines City personnel responsibilities and seeks to make technology security an established practice within City culture. City personnel are encouraged to employ the behaviors described in this policy at all times, not just at work, to protect themselves and their families.

It is the City's policy to maintain a culture of responsible behavior and vigilance in technology security. City personnel must not circumvent the policies, procedures, and safeguards in place to protect the City.

City personnel must promptly report Technology Related Security incidents or concerns to the City's IT partners, Orion Integration Services. Other types of security incidents must be reported to law enforcement.

III. POLICY DEFINITIONS

A. Administrator

An IT Administrator is a City-designated personnel or contractor, and City personnel whose duties include the procurement, setup, maintenance, or disposal of City technology or the management of City Data. The role of IT Administrator is not limited to personnel in the IT Department.

Software Administrator examples include City-designated personnel and City personnel who administer software services such as web presence, customer relations, accounting, tax assessment, benefits enrollment, records management, geographic information (GIS), point of sale, and asset management.

Hardware Administrator examples include City-designated personnel and City personnel who administer network connected hardware such as building energy systems, entry access,

ICS/SCADA systems, credit card readers, parking kiosks, environmental sensors, traffic signal systems, irrigation controllers, and cameras.

B. City Data

Information which belongs to the City or for which the City is responsible is considered City Data.

Examples include written or printed documents, passwords, certificates, digital signatures, encryption keys, intellectual property, source code, geographic information (GIS), digital information stored in technology devices, and other data archived in any medium and stored within the premises of City facilities.

C. City Technology

Technology Devices, software, website accounts, knowledge, resources, techniques, and access which are used to conduct City business are considered City Technology.

Examples include City accounts, security groups, entry access cards, email boxes, databases, storage, cloud storage, applications, cloud applications, computers, mobile devices, networks, and network hardware.

D. Encryption

Encryption is the process of converting data into a code. Data converted in this way can be stored and moved more economically and is more resistant to unauthorized access.

E. Multi-Factor Authentication

Multi-Factor Authentication, also known as MFA or 2FA (Two Factor Authentication), is a login procedure requiring a username, password, and one or more additional elements. Accounts with Multi-Factor Authentication enabled are more resistant to unauthorized access.

Examples of additional elements include biometric markers such as a fingerprint, access codes generated by a mobile application, and the presence of a trusted device.

F. Regulatory Requirements

Regulatory Requirements are rules issued by a governing body, which may carry penalties for non-compliance, that are intended to manage industry specific risks.

Examples include Critical Infrastructure Information Act of 2002 (PCII), Payment Card Industry Data Security Standard (PCI DSS), Personally Identifiable Information (PII), Health Insurance Portability and Accountability Act of 1996 (HIPAA), FBI Criminal Justice Information Services (CJIS), and North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP).

G. Technology Devices

Technology Devices are equipment which contains one or more of the following elements: a computer, wired or wireless network interface, or digital data storage. This includes an emulation of such equipment provided through virtualization or cloud services.

Examples include servers, personal computers, laptops, tablets, mobile phones, VoIP desk phones, hard drives, thumb drives, printers, scanners, fax machines, digital cameras, modems, routers, switches, hubs, wireless access points, industrial control systems (ICS), supervisory control and data acquisition (SCADA) systems, smart appliances, smart sensors, and “internet of things” (IoT) devices.

Emulation examples include virtual servers, application containers, cloud hosted services, software as a service, and infrastructure as a service.

H. Technology Related Security Incident

Any situation which harms or has the potential to harm citizens, property, City personnel, or the City which is specifically related to City Technology or City Data and which is not appropriate for referral to law enforcement.

Examples include unauthorized access, theft, or loss of City Technology or City Data, password exposure, fraudulent email, voice, or other electronic communication, evidence of malicious software or hardware, denial of service.

IV. SCOPE

This policy applies to all types of City personnel including employees, City council members, boards, commission members, City advisory group members, authorized City contractors and volunteers while using the internet, all City email addresses or any other technology utilized to engage in City business.

V. CITY PERSONNEL RESPONSIBILITIES

A. Acceptable Use

1. City personnel are responsible for exercising good judgment regarding the reasonableness of personal use of City Technology.
2. Personal use of City Data is prohibited.
3. City personnel have no expectation of privacy in their use of City Technology.
4. Introduction of unauthorized wired or wireless networks, network hardware, or internet connections to City facilities are prohibited.

5. Activity that is illegal under local, state, federal, or international law is prohibited.
6. Activity that violates the property rights of any person or entity is prohibited. This includes software piracy and media piracy.
7. Activity that violates Regulatory Requirements which apply to the City is prohibited.
8. Personnel are required to save all final copies of documents on the City's shared network. Utilization of Cloud-based services for saving these documents is not acceptable, as they are more susceptible to a breach and files can be difficult to recover. Cloud-based services such as OneDrive or SharePoint shall only be used for working documents.

B. Email and Electronic Communication

1. City issued email addresses must be used for all City business. This includes creating accounts on websites for services that will be used by the City. Accounts created with non-City email addresses are difficult to recover.
2. City personnel are required to exercise caution in the use of email, attachments, shared documents, text messages, chat sessions, and other electronic communication. These communications must be screened for fraud. Examples include fake login prompts designed to harvest passwords, infected files or links to untrusted websites that could result in malware infection, and requests for information or actions that are not in the best interest of City.
3. Work-related emails sent or received by public employees may be subject to disclosure under the Colorado Open Records Act (CORA). This includes, but is not limited to, electronic communications such as emails sent from or to a government account, or discussing public business, can be considered public records. Employees should exercise professionalism and caution in their electronic correspondence, recognizing that such communications may become part of the public record.
4. Any communication with the potential to harm the City must be promptly reported to the City's contracted IT professionals, Orion Integration Services.

C. Password Management

1. City personnel are required to select strong passwords. Strong passwords prioritize length over the use of complex characters, sometimes taking the form of a phrase. Phrases are easier to remember and are more difficult to guess than short, complex passwords. Weak password example: "B0uld3r!". Strong password example: "Correct-Horse-Battery6-Staple".

2. The use of the same password for multiple accounts and services is prohibited. The damage of a lost or stolen password must be limited to a single account.
3. City personnel must not reveal the passwords for their City account under any circumstances, even to their supervisors. The City's contracted IT partners, Orion Integration Services, and personnel are prohibited from asking anyone for their password.
4. Any password loss or exposure must be promptly reported to Orion Integration Services. Accounts with lost or exposed passwords must be locked or have their passwords changed immediately.
5. City personnel are encouraged to use an electronic password management application to generate and store their passwords.
6. City personnel should enable Multi-Factor Authentication when creating website accounts or add MFA to existing logins where possible. MFA should always be utilized on a separate device.

D. Personal Devices

1. The use of personal devices for City business is limited to the use of personal cell phones, only upon approval from the personnel's supervisor. Personnel are not permitted to use personal computers or tablets for company-related tasks, including accessing work emails, files, or software, to ensure security, data integrity, and compliance with City policies. All work should be conducted on City-provided devices that meet City security standards.
2. Personal cell phones utilized for the purpose of engaging in City business is limited to those personnel who qualify for a cell phone stipend per the City's Cell Phone Policy.
3. Personal cell phones and other personal devices may only be connected to the City of Salida Public Wifi.

E. Secure Device Settings

The default settings on computers and mobile devices are often not secure. The following settings will make City Technology and personal devices more resistant to unauthorized access, malware infection, and theft. The City's IT partners, Orion Integration Services, will centrally manage these settings wherever possible.

1. Computers and mobile devices must be set up to screen lock automatically after a short period of inactivity.
2. Computers and mobile devices must be set up to require a password, PIN, or biometric reading to unlock the device.

3. Computer logins on the City of Salida network shall be required to change their network password at least every 90 days.
4. Mobile devices must have encrypted storage enabled if possible.
5. Security updates must be promptly applied to mobile devices and mobile device applications.
6. Computers must have security software (antivirus/endpoint detection & response, and local firewall) installed.
7. Portable electronic storage devices such as thumb drives and hard disk enclosures must have encryption and password protection enabled.

F. Security Behavior

1. City personnel are required to lock the screens of computers and mobile devices when not in use.
2. Untrusted or unknown portable electronic storage devices such as thumb drives and hard disk enclosures must not be connected to City Technology. Those devices pose a significant threat of infecting the City with malware. These devices, if found, should be directly turned into the City's contracted IT partner, Orion Integration Services.
3. City personnel must use caution when connecting mobile devices to untrusted or public wireless networks. Communication on such networks is subject to eavesdropping and is not secure.
4. The loss or theft of a personal device which is set up to access City Technology resources or a City issued computer or mobile device must be promptly reported to the personnel's supervisor in addition to Orion Integration Services.
5. Other nations may have laws and customs which allow them to demand passwords and access to mobile devices. City personnel planning to travel internationally are encouraged to evaluate travel warnings to determine if bringing a personal device or City Technology will place the City at risk. City personnel traveling to foreign countries with City Technology must report the travel plans to their supervisor and Orion Integration Services prior to the trip.

VI. ADMINISTRATOR RESPONSIBILITIES

Administrators are City designated contractors and City personnel best positioned to inventory City Technology, manage security settings, and protect City Data. Because of this role, they have additional responsibilities.

A. Account Management

1. The City's IT partner, Orion Integration Services is responsible for maintaining an electronic password account management system which stores personnel accounts and enforces password requirements. Administrators must integrate City Technology for which they are responsible with the electronic password account management system. This integration ensures that accounts are centrally managed and that personnel do not have to maintain multiple usernames.
2. Accounts must be set up to require Multi-Factor Authentication wherever possible. Exceptions may be made where multi-factor authentication is not compatible with the business purpose of the account.
3. Accounts must be set up to automatically log out after a period of inactivity.
4. Accounts must be assigned to an individual or service. If a group of people need access to a system, an account must be created for each person in the group. Exceptions can only be made on a case-by-case basis and must be requested and approved through the Technology Security Policy Exemption form.
5. Administrators who manage accounts within an application must control the privileges associated with each account. Accounts with administrator privileges and other types of elevated permissions are to be provided only to meet a business need, revoked when no longer needed, and must be provided with an expiration date wherever possible.
6. Accounts with administrator privileges and other types of elevated permissions may only be used for the exact purpose for which those privileges were provided. Administrators must log out of accounts with administrator privileges before returning to non-Administrator duties such as web browsing or reading email.

B. Inventories and Security Settings

1. Administrators are required to maintain an inventory of all hardware and software for which they are responsible. City Technology that is unknown cannot be protected.
2. City Technology must be set up to use encrypted storage and encrypted protocols.
3. Security logs must be enabled on City Technology wherever possible.
4. Administrators are required to manage the application of security updates to the City Technology for which they are responsible. The City's contracted IT Partners, Orion Integration Services, will centrally manage the application of security updates for City issued computers and mobile devices.

5. When decommissioning City Technology, storage media must be irreversibly erased prior to physical disposal.
6. City Technology which is externally accessible or subject to Regulatory Requirements is required to undergo a security audit before being put into production. Security audits are facilitated by the City's IT partners, Orion Integration Services.
7. Systems which are unauthorized, unsupported, or outdated are a significant risk to City. The City's IT partners, Orion Integration Services, may seek to remove or apply restrictive safeguards to such systems to protect the environment.

C. City Data

1. City Technology must be set up to control access to, retain, and dispose of City Data in accordance with City's Data and Record Retention policies and Regulatory Requirements relevant to that data.

VII. PROCEDURES

A. Policy Exceptions

Any exceptions to this policy must be documented in a Technology Security Policy Exemption Form. Security Policy Exemption Forms can be obtained from the Citywide Share (S:) drive under 'Employee Resources' within the 'Technology Security' sub-folder within the 'Policies' folder. The exemption request must include the names and signatures of City staff making the request, the director of the department making the request, and the City's IT partner, Orion Integration Services. When a completed Technology Security Policy Exemption Form is submitted to and accepted by the City Administrator, an exemption will be granted.

B. Remote Access

The City shall not provide remote access of the City's systems to any outside vendors, partners, volunteers, contractors, subcontractors and consultants unless included in the approved listing below. This listing may be updated at any time only with documented City Administrator approval.

- Orion Integration Solutions
- Tyler Technologies
- Browns Hill Engineering
- Low Voltage Installations, Inc.

C. Incident Management

Any City personnel who detects a Technology Related Security Incident must promptly report the incident to the City's IT partners, Orion Integrated Services. Orion, or their designee, will be the incident commander for Technology Related Security Incidents. Incidents will be handled and documented according to the *Technology Security Incident Response Policy* (see separate policy). The procedure includes a mechanism for escalating the incident to local or federal law enforcement when necessary. The closeout of a Technology Related Security Incident must be documented in a Technology Security Incident Report Form, including the name and signature of the City's IT partners, Orion Integrated Services, and the City Administrator.

D. Personnel Training Protocol

All City staff that utilize an email address will be subject to mandatory cybersecurity and technology-related training requirements, which includes quarterly technology security training that will be assigned and deployed via KnowBe4.

All City email addresses (including City Councilmembers and other City Committee/Board members with email addresses such as the Planning Commission and the Historic Preservation Commission) will be subject to monthly simulated phishing emails that will be deployed via KnowBe4. Any personnel that engage with the email (including but not limited to: clicking a link, opening an attachment, scanning a code, or replying to the email) will be subject to an additional training deployed automatically through KnowBe4. Any employees who interact with a simulated phishing email five or more times within a year will be subject to a formal write-up to be inserted into their personnel file.

The Finance Department will monitor the completion of mandatory training through KnowBe4, and supervisors and Department heads will be notified about any staff members failing to meet the training requirements. City staff that fail to meet the training requirements will be subject to a formal write-up to be inserted into their personnel file and may be subject to disciplinary action.

VIII. POLICY COMPLIANCE

A. Compliance Measurement

The City's contracted IT providers, Orion Integration Services, may monitor compliance with this policy through the use of software and network security tools, incident investigations, internal and external audits, intelligence reports from external agencies, and reports made to Orion.

B. Non-Compliance

Violation of this policy will be grounds for additional training, performance improvement action, or disciplinary action, which may include termination of employment.

IX. INTERPRETATION AND APPLICATION

This policy supersedes previous policies covering the same or similar topics.

City personnel who have questions concerning possible conflict between their interests and those of the City are encouraged to contact their supervisor, the City's contracted IT partner, Orion Integration Services, or the Human Resources Department.

City personnel who have questions concerning the interpretation and application of this policy are encouraged to contact their supervisor.

X. MONITORING AND REVIEW

This policy shall take effect upon approval and shall be communicated to all Department Heads for immediate compliance.

Approved and adopted by:

_____	_____
City Administrator	Date

This policy shall be subject to review on _____ or more frequently if necessary, by the Finance Director.



Information Security Incident Response Policy

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I. Introduction and Purpose

This policy establishes a structured approach for identifying, reporting, managing, and resolving technology security incidents affecting the City of Salida. It aims to protect public services, ensure continuity of operations, safeguard citizen data, and comply with applicable local, state, and federal regulations.

II. Scope

This policy applies to all departments, agencies, contractors, vendors, elected officials, and any other personnel who access or manage City of Salida information systems, data, or infrastructure.

III. Definitions

- **Information Security Incident:** Any actual or suspected event that may compromise the confidentiality, integrity, or availability of City information systems or data.
- **Critical Infrastructure Systems:** Systems essential for City operations, including but not limited to emergency services, utilities, and public safety communications.
- **CIRT (Cybersecurity Incident Response Team):** The City's internal team responsible for managing incidents and coordinating with third parties and law enforcement when required.
- **SIEM (Security Information and Event Management):** tools that collect and analyze log and event data throughout an IT environment.
- **Reportable Incident:** any event that could compromise the confidentiality, integrity, or availability of the organization's information systems, data, or technology resources. This includes, but is not limited to, suspected or confirmed data breaches, unauthorized access to systems or data, successful phishing attempts, malware infections, loss or theft of devices containing sensitive information, and any activity that appears to violate security policies or poses a threat to the organization's digital assets. For the purpose of this policy, all reference to an incident shall be assumed to be a reportable incident, unless otherwise identified.
- **Non-reportable incident:** any event that does not involve a security threat. Examples include, but are not limited to, routine system errors, application

crashes, minor user errors (ex: forgotten passwords), and receiving suspected phishing emails but not interacting with them.

IV. Roles and Responsibilities

City-wide Cybersecurity Incident Response Team (CIRT): Consists of IT (Orion Integration Services), the Finance Department, the PIO, Human Resources and the City Administrator and responsibilities include:

- Lead incident handling and resolution,
- Maintain communication with department heads, law enforcement, and public information officers,
- Preserve digital evidence for internal investigation and/or legal action.

Department Heads

- First responders for departmental incidents
- Notify the CIRT of any suspected or confirmed incidents
- Assist with containment and recovery

City Employees and Contractors

- Report suspected incidents immediately to the City's IT partners (Orion Integration Services, Inc.)
- Avoid tampering with affected systems
- Participate in quarterly security awareness training

The City's IT partners, Orion Integration Services, Inc.

- Oversees major incident response decisions and coordination with CIRT
- Reports major breaches to City Administrator
- Liaises with third-party regulators or federal/state cybersecurity agencies, as needed

V. Reportable Incident Classification

Reportable incidents are classified by severity to determine response urgency and resource allocation:

Level	Impact	Examples
Low	Minimal operational impact	Unauthorized USB device detected
Moderate	Partial service disruption	Departmental file server compromise
High	Sensitive data at risk, multi-departmental impact	Malware infection, citizen data leak
Critical	Major public safety or infrastructure impact	Ransomware attack on public safety systems

VI. Incident Response Lifecycle

1. Identification

- Monitor city networks, logs, and alerts via SIEM tools
- Encourage staff and departments to report suspicious activity

2. Containment

- Short-term: Isolate affected assets (devices, networks, applications)
- Long-term: Remove or disable compromised user accounts or services

3. Eradication

- Remove malware, restore system configurations
- Conduct digital forensic analysis if needed

4. Recovery

- Restore services using secure backups
- Verify system integrity and monitor for recurrence

5. Lessons Learned

- Within 10 business days, conduct an after-action review
- Document lessons, policy updates, and training improvements, as needed

VII. Communication and Reporting

- **Internal:** Coordinate updates through CIRT and department heads
- **External:**
 - Coordinate with state/federal cybersecurity agencies as required (e.g., DHS, MS-ISAC)
 - Notify affected individuals when personally identifiable information (PII) is involved, in compliance with state data breach laws
- **Public Communication:** All public statements must be approved by the City Administrator and Public Information Officer (PIO)

VIII. Documentation and Evidence Handling

- All incidents must be documented using the official City Technology Security Incident Report Form which can be found at Citywide Share → Employee Resources → Policies and Procedures → Technology Security
- Preserve logs, emails, screenshots, and system images where appropriate
- Store incident reports in accordance with City records retention policy and legal requirements

IX. Monitoring and Review

This policy shall take effect upon approval and shall be communicated to all Department Heads for immediate compliance. For any inquiries or clarifications regarding this policy, contact the City Administrator, or the Finance Department.

Approved and adopted by:

City Administrator

Date

This policy shall be subject to review on _____ or more frequently if necessary, by the Finance Director.



Technology Security Incident Response Form

Confidential – For Internal Use Only

1. Reporter Information

Name:

Department:

Contact Info:

Date/Time of Report:

2. Incident Overview

Date/Time of Incident:

Location (Physical/Network):

Type of Incident: ☐ Malware/Virus ☐ Phishing ☐ Unauthorized Access

☐ Data Breach ☐ Device Theft/Loss ☐ Other:

Is the Incident Ongoing? ☐ Yes ☐ No

Was sensitive data involved? ☐ Yes ☐ No ☐ Unknown

System(s) Affected:

3. Incident Description

Describe what happened in detail. Include how the incident was discovered, actions taken immediately, and any relevant context.

4. Evidence & Attachments

Logs/Screenshots Attached ☐ Yes ☐ No

Devices/Systems Isolated ☐ Yes ☐ No ☐ N/A

Other Evidence (USB, Email Headers, etc.):

5. Initial Containment Efforts

Describe any actions already taken to mitigate or stop the incident.

6. Notification & Escalation

Notified IT? ☐ Yes ☐ No

Name of Person Notified:

Date/Time of Notification:

Law Enforcement Involved? ☐ Yes ☐ No

External Parties Notified (if any):

7. Reporter Signature

Signature:

Date:

8. For Security Team Use Only

Incident ID:

Security Level: ☐ Low ☐ Medium ☐ High ☐ Critical

Assigned IT Personnel:

Investigation Notes:

Follow-Up Actions:

Date Closed:

Security Team Signature:



Technology Security Incident Response Form

Confidential – For Internal Use Only

1. Reporter Information

Name:

Department:

Contact Info:

Date/Time of Report:

2. Incident Overview

Date/Time of Incident:

Location (Physical/Network):

Type of Incident: ☐ Malware/Virus ☐ Phishing ☐ Unauthorized Access

☐ Data Breach ☐ Device Theft/Loss ☐ Other:

Is the Incident Ongoing? ☐ Yes ☐ No

Was sensitive data involved? ☐ Yes ☐ No ☐ Unknown

System(s) Affected:

3. Incident Description

Describe what happened in detail. Include how the incident was discovered, actions taken immediately, and any relevant context.

4. Evidence & Attachments

Logs/Screenshots Attached ☐ Yes ☐ No

Devices/Systems Isolated ☐ Yes ☐ No ☐ N/A

Other Evidence (USB, Email Headers, etc.):

5. Initial Containment Efforts

Describe any actions already taken to mitigate or stop the incident.

6. Notification & Escalation

Notified IT? ☐ Yes ☐ No

Name of Person Notified:

Date/Time of Notification:

Law Enforcement Involved? ☐ Yes ☐ No

External Parties Notified (if any):

7. Reporter Signature

Signature:

Date:

8. For Security Team Use Only

Incident ID:

Security Level: ☐ Low ☐ Medium ☐ High ☐ Critical

Assigned IT Personnel:

Investigation Notes:

Follow-Up Actions:

Date Closed:

Security Team Signature:



City Council Action Form

Department	Presented By	Date
City Attorney	Nina P. Williams - City Attorney	November 4, 2025

Agenda Item

Approving an amendment to City Administrator Christy Doon's Employment Agreement

Background

City Council, pursuant to its authority under Salida Municipal Code §2-3-70, appointed Christy Doon as Salida City Administrator on December 19, 2023, and an Employment Agreement was entered into between the City and Doon at this time. Previously, Christy Doon began working with the City on September 22, 2022 as Assistant City Administrator, and was appointed Interim City Administrator on August 1, 2023.

The attached document shows, via redlined-track changes, the requested amendment and addition to Christy Doon's City Administrator Employment Agreement with the City of Salida, since the agreement approved on December 19, 2023.

The sole *substantive* addition is within Section VI, Salary, subsection (b). Typical language found in our City Attorney's other municipal clients' employment agreements was added. This is the same language that was preliminarily recommended by our City Attorney, but not incorporated in the prior version of the Employment Agreement with the City Administrator. This addition ensures that city-wide cost of living adjustments and increases would also apply to the City Administrator.

Recommendation

The City Attorney recommends this minor addition requested in Section VI of the City Administrator's Employment Agreement. The language was taken directly from other contracts the City Attorney has drafted for various other municipalities.

Fiscal Impact

The City Administrator would be entitled, and would not be denied, city-wide cost of living adjustments and increases afforded to all other city employees.

Motion

A Councilmember should make a motion to "combine and approve the items on the consent agenda", followed by a second and a roll call vote

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective as of the ~~19th~~^{4th} day of ~~December~~^{November}, 202~~5~~³ ("Effective Date"), by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and Christy Doon, hereinafter referred to as "Doon," together referred to as the "Parties."

WITNESSETH:

WHEREAS, City desires to continue to employ the services of Doon as City Administrator; and

WHEREAS, it is the desire of the City Mayor and City Council, hereinafter called "City Council," to continue to provide certain benefits, establish certain conditions of employment, and to set the working conditions of Doon; and

WHEREAS, Doon desires to ~~accept~~ continue to serve employment as City Administrator of the City of Salida, and

WHEREAS, the Parties desire to continue to express the employment relationship in written form;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

SECTION I DUTIES

The City hereby agrees to employ Doon as City Administrator of the City of Salida to perform the functions and duties specified in the job description of the City Administrator and as listed within the Salida Municipal Code, and to perform other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign.

SECTION II TERM

(a) Without waiving any rights to renegotiate and/or terminate this Agreement, Doon's term of appointment shall begin on the Effective Date of this Agreement, and continue indefinitely.

(b) The City Administrator is an appointed City officer who serves at the pleasure of the City Council. Doon may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of City Council, at which time this Agreement would terminate, subject only to the provisions set forth in Section IV of this Agreement. The City Council and Doon specifically agree that Doon's employment with the City is "at will" notwithstanding any personnel or employment rule or policy of the City to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Doon to resign at any time from her position with City, subject only to the provisions set forth in Section IV of this Agreement.

SECTION III SUSPENSION

Acting by majority vote of the City Council, the City Council may suspend Doon at any time, with or without pay as the circumstances dictate, and such action shall not be considered a termination within the meaning of Section IV(a). In no event shall a suspension last longer than sixty (60) consecutive days.

SECTION IV TERMINATION AND SEVERANCE COMPENSATION

(a) For the purposes of this Agreement, termination shall occur when:

- (1) a majority of the City Council votes to terminate Doon at a duly authorized public meeting; or
- (2) the City Council, or the citizens by initiative, acts to amend any provisions of the Salida Municipal Code pertaining to the role, powers, duties, authority, responsibilities of Doon's position that substantially changes the form of government, in which case the following shall apply: within ten (10) days following the effective date of such change in the form of government, Doon must inform the City Council in writing of her election of one of the following two (2) options: (1) that she elects to accept such changes in the form of government and agrees to continue as the City Administrator (or equivalent title under such changed form of government), in which case no termination shall be deemed to have occurred and no Severance Compensation shall be paid; or (2) that she elects to consider the same a termination, in which case she shall leave the employ of the City and Severance Compensation shall be paid; or
- (3) the City Council reduces the base salary, compensation or any other financial benefit of Doon, unless it is applied in no greater percentage than the average reduction of all City employees; or
- (4) Doon resigns.

(b) In the event that Doon is terminated pursuant to Section IV(a)(1),(2) or (3), and provided that Doon is willing and able to perform her duties under this Agreement, the City shall pay to Doon "Severance Compensation" in the form of a lump sum payment in the following amounts, as applicable, after Doon has executed a severance, waiver and release agreement:

- (1) up and until Doon's one (1) year anniversary as City Administrator, Severance Compensation is due in the amount of three (3) months' aggregate salary;

- (2) on Doon's one (1) year anniversary up and until her two (2) year anniversary as City Administrator, Severance Compensation is due in the amount of four (4) months' aggregate salary;
- (3) on Doon's two (2) year anniversary up and until her three (3) year anniversary as City Administrator, Severance Compensation is due in the amount of five (5) months' aggregate salary;
- (4) on Doon's three (3) year anniversary up and until her five (5) year anniversary as City Administrator, Severance Compensation is due in the amount of six (6) months' aggregate salary;
- (5) on Doon's five (5) year anniversary up and until her six (6) year anniversary as City Administrator, Severance Compensation is due in the amount of seven (7) months' aggregate salary; and
- (5) on Doon's six (6) year anniversary up and until her seven (7) year anniversary as City Administrator, Severance Compensation is due in the amount of eight (8) months' aggregate salary; and
- (5) on Doon's seven (7) year anniversary up and until her eight (8) year anniversary as City Administrator, Severance Compensation is due in the amount of nine (9) months' aggregate salary; and
- (5) on Doon's eight (8) year anniversary up and until her nine (9) year anniversary as City Administrator, Severance Compensation is due in the amount of ten (10) months' aggregate salary; and
- (5) on Doon's nine (9) year anniversary up and until her ten (10) year anniversary as City Administrator, Severance Compensation is due in the amount of eleven (11) months' aggregate salary; and
- (5) upon and after Doon's ten (10) year anniversary of employment, Severance Compensation is due in the amount of twelve (12) months' aggregate salary.

In addition to the applicable Severance Compensation owed hereunder, the City shall pay Doon: all accrued, unused Personal Time Off (PTO) leave; health insurance premiums for Doon and all applicable dependents under the insurance policy in force at the time of such termination for the number of months equaling Doon's Severance Compensation; and a lump sum contribution to Doon's retirement plan in force at the time of such termination equal to the contribution that would have been made for the applicable number of months equaling Doon's Severance Compensation.

(c) Notwithstanding anything herein to the contrary, the City Council may terminate Doon upon a finding by the City Council of an Improper Action. For purposes of this paragraph, "Improper Action" shall mean (i) conduct by Doon which is fraudulent or dishonest, or (ii) Doon's conviction of a felony or crime involving moral turpitude under any federal or state law. In the event Doon is terminated for Improper Action, the City shall have no obligation to pay any severance amount or any Severance Compensation. Any termination for Improper Action shall require five (5) days' notice to Doon of the reasons for termination, an opportunity for a hearing before the City Council and a majority vote by the entire City Council.

(d) In the event Doon voluntarily resigns her position with the City at any time during the term of this Agreement, then Doon shall give the City at least thirty (30) days written notice in advance if employed as City Administrator under 10 years and at least sixty (60) days written

notice if employed as City Administrator 10 or more years, unless the Parties otherwise agree. Voluntary resignation by Doon will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

SECTION V DISABILITY

(a) If Doon is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the payment of Severance Compensation set forth in paragraph (b) of Section IV.

(b) As used herein, "permanently disabled or otherwise unable to perform her duties" shall be defined as: (1) if Doon is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Doon's attending physician certifies that Doon is unable to perform her duties as set forth herein for the City and that such condition is total and permanent; and (b) in the event that Doon does not timely consult such attending physician and the City reasonably believes Doon to be so disabled, the City may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Doon is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section V.

SECTION VI SALARY

(a) City ~~agrees~~ has agreed to initially pay Doon for her services rendered hereunder at an annual rate of One Hundred Sixty Thousand Dollars (\$160,000.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City agrees to consider and adjust the base salary and other benefits to Doon based upon the performance evaluation process described in Section VII of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the City Council, and shall be merit based. In addition, Doon shall also be entitled to any pay increases, also referred to as "cost of living adjustments," that are applied and implemented to all other City Employees from time to time.

SECTION VII PERFORMANCE EVALUATION

(a) The City Council shall review and evaluate the performance of Doon at least annually, commencing approximately six (6) months after the commencement of her term of employment (see, Section II(a) and "Effective Date"), in or around July 2024, and no later than July of each year thereafter. In accordance with Section VI(b) of this Agreement and without waiving the absolute discretion of the City Council in regards to compensation, the City Council agrees that the

initial evaluation of Doon in July of 2024 shall include the consideration of an increase in base salary to One Hundred _____ Thousand Dollars (\$1 __,000.00).

(b) All such reviews and evaluations shall be in accordance with specific criteria developed jointly by the City Council and Doon. The criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Doon. The City Council shall provide Doon with an adequate opportunity for Doon to discuss her evaluation with the City Council in executive session.

(c) The City Council and Doon shall periodically define such goals and performance objectives which they determine necessary for the proper operation of the City and the attainment of the City Council' policy objectives. The goals and objectives shall generally be attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

(d) The City agrees to annually increase Doon's compensation, conditioned upon the positive results of the performance evaluation conducted under the provisions of this Section. Increased compensation can be in the form of a salary increase and/or a cost of living adjustment ("COLA") and/or performance incentive and/or an increase in benefits.

(e) The Parties agree that the City Council has the right, in its sole discretion, in addition to and not in replacement of the procedures set forth in this Section, to consider Doon's performance in executive session in compliance with the Colorado Sunshine Law and the City of Salida Municipal Code.

SECTION VIII HOURS OF WORK

It is recognized that this is a full-time position for which Doon must devote a great deal of time outside normal office hours to business of the City and will necessarily be engaged in work during certain evening and weekend hours. As such, Doon shall be entitled to arrange and organize her work schedule to best achieve her duties and responsibilities.

SECTION IX TRANSPORTATION EXPENSES

Doon shall be reimbursed at the then existing I.R.S. rate for mileage incurred using her personal automobile for all trips expended in the performance of her duties as City Administrator which require travel in excess of ten (10) miles in one direction from the corporate limits of the City. Additionally, the Doon shall have access to the use of an automobile at the City's cost, when necessary and at Doon's discretion, to travel in excess of ten (10) miles in one direction from the corporate limits of the City.

Finally, within 30 days of the Effective Date of this Agreement, the City shall purchase Doon one (1) Electra Townie bicycle, equipped with "saddle bag," to allow Doon to carry work items to the office and attend necessary events in and around the community.

SECTION X PERSONAL TIME AND OTHER LEAVE

In all respects, Doon shall be subject to and governed by the general policy of the City regarding Personal Time Off (“PTO”) and other leave accruals, as identified in the City’s Employee Handbook, as adopted and amended by the City from time to time. Doon shall be entitled to the highest level of PTO accrual allowed under the City’s Employee Handbook (non-Firefighter). In addition, as of the Effective Date of this Agreement, Doon shall be entitled to a one-time addition of Sixty (60) PTO hours.

SECTION XI BENEFITS

Except as otherwise provided herein, Doon shall enjoy the benefits of, and be subject to, all the general City policies for all full-time employees regarding medical, dental and life insurance and long-term disability insurance. Notwithstanding the foregoing, the City shall contribute the equivalent of five percent (5%) of Doon’s salary to Doon’s 457 Plan if she chooses to enroll in such Plan, at such times as it makes such Plan contributions for City employees generally, and Doon shall become immediately vested in the balance of her Plan account. Doon shall receive a City-issued cell phone for her business use, under the same terms and conditions that such phones are provided to other City employees.

In addition, the City shall pay all necessary expenses in order for Doon to attend and fulfill the following conferences, continuing education courses and certifications: Colorado Municipal League – CML conference (annually); Colorado City & County Management Association – CCCMA conference (annually); Mountain Towns Climate Solutions Summit (annually); International City/County Management – ICMA conference (every other year); Certified Manager Certification from ICMA; and any others deemed necessary by the City and Doon for the benefit of the City and Doon’s role as Administrator.

SECTION XII INDEMNIFICATION

Doon shall enjoy the benefits of City employees provided in the City of Salida Personnel Policies and Procedures and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of her duties as City Administrator.

SECTION XIII GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Chaffee County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment.** The City shall furnish office facilities, equipment and assistance for Doon as the City deems appropriate for the performance of Doon's duties.

(c) **Compliance with TABOR.** It is the intent of the City and Doon to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section IV(c) of this Agreement, will be deemed a termination within the meaning of Section IV(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Doon's employment is terminated.

(d) **Assignment.** The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Doon shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the City Council.

(e) **Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor
City of Salida
The Toubert Building
448 E. First Street, Suite 112
Salida, CO 81201

With a copy to: City Attorney Nina P. Williams
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

If to Doon: Christy Doon
515 Ouray Avenue
Salida, CO 81201

(f) **Entire Agreement.** This instrument contains the entire agreement of the Parties and it may not be changed orally, but only by written agreement signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more City Council members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire City Council.

(g) **Approval.** By execution of this Agreement, the City acknowledges that all required approvals have been obtained by the City Council so that this Agreement shall be fully effective and binding upon the Parties hereto.

(h) **Multiple Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the Party making such signature.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the date and year first above written.

CITY OF SALIDA, COLORADO

ATTEST:

~~Erin Kelley~~ Poppy Thorpe, Deputy City Clerk

Dan Shore, Mayor

Christy Doon



City Council Action Form

Department	Presented By	Date
City Attorney	Nina P. Williams - City Attorney	November 4, 2025

Agenda Item

Approving an amendment to City Clerk Kristi Keller's Employment Agreement

Background

City Council, pursuant to its authority under Salida Municipal Code §2-3-40, appointed Kristi Keller as Salida City Clerk on March 5, 2024, following her 24 ½ years of service to the City of Salida in various roles. An Employment Agreement was entered into between the City and Keller at this time.

Since that time, minor amendments have been made to Keller's contract, relating to Paid Time Off (PTO) accruals. The last such amendment was by Council on September 2, 2025.

The attached document shows, via redlined-track changes, the requested amendment and addition to Kristi Keller's City Clerk Employment Agreement with the City of Salida.

The sole substantive addition is within Section V, Salary, subsection (b). Typical language found in our City Attorney's other municipal clients' employment agreements was added. This is the same language that was preliminarily recommended by our City Attorney, but not incorporated in original or prior versions of the Employment Agreement with the City Clerk. This addition ensures that city-wide cost of living adjustments and increases would also apply to the City Clerk.

Recommendation

The City Attorney recommends this minor addition requested in Section V of the City Clerk's Employment Agreement. The language was taken directly from other contracts the City Attorney has drafted for various other municipalities.

Fiscal Impact

The City Clerk would be entitled, and would not be denied, city-wide cost of living adjustments and increases afforded to all other city employees.

Motion

A Councilmember should make a motion to "combine and approve the items on the consent agenda", followed by a second and a roll call vote

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective as of the 4th ~~2nd~~ day of ~~September~~**November**, 2025, by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and **KRISTI KELLER**, hereinafter referred to as "Keller", together referred to as the "Parties."

WITNESSETH:

WHEREAS, City desires to continue to employ the services of Kristi Keller to serve as City Clerk; and

WHEREAS, it is the desire of the Salida City Council, hereinafter called "City Council," to continue to provide certain benefits, establish certain conditions of employment, and to set the working conditions of Keller; and

WHEREAS, Keller desires to continue to serve as City Clerk of the City of Salida; and

WHEREAS, the Parties desire to continue to express the employment relationship in written form;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

SECTION I DUTIES

City hereby agrees to employ Keller as City Clerk of the City of Salida to perform the functions and duties specified in the City Clerk job description and to perform other legally permissible and proper duties and functions as City Council shall from time to time assign.

SECTION II TERM

(a) Without waiving any rights to renegotiate and/or terminate this Agreement, Keller's term of appointment shall begin on March 5, 2024, and continues indefinitely until terminated by the City or Keller as provided for in Section III or IV of this Agreement.

(b) The City Clerk is an appointed City officer who serves at the pleasure of the City Council. Keller may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of the City Council, at which time this Agreement would terminate, subject only to the provisions set forth in Section III of this Agreement. The City Council and Keller specifically agree that Keller's employment with the City is "at will" notwithstanding any personnel or employment rule or policy of the City to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Keller to resign at any time from her position with City, subject only to the provisions set forth in Section III of this Agreement.

SECTION III TERMINATION AND SEVERANCE COMPENSATION

(a) For the purposes of this Agreement, termination shall occur when:

- (1) a majority of the City Council votes to terminate Keller at a duly authorized public meeting; or
- (2) the City Council, or the citizens by initiative, acts to amend any provisions of the Salida Municipal Code pertaining to the role, powers, duties, authority, responsibilities of Keller's position that substantially changes the form of government, in which case the following shall apply: within ten (10) days following the effective date of such change in the form of government, Keller must inform the City Council in writing of her election of one of the following two (2) options: (1) that she elects to accept such changes in the form of government and agrees to continue as the City Clerk (or equivalent title under such changed form of government), in which case no termination shall be deemed to have occurred and no Severance Compensation shall be paid; or (2) that she elects to consider the same a termination, in which case she shall leave the employ of the City and Severance Compensation shall be paid; or
- (3) the City Council reduces the base salary, compensation or any other financial benefit of Keller, unless it is applied in no greater percentage than the average reduction of all City employees; or
- (4) Keller resigns.

(b) In the event that Keller is terminated pursuant to Section III(a)(1), (2), or (3), and provided that Keller is willing and able to perform her duties under this Agreement, the City shall pay to Keller "Severance Compensation" in the form of a lump sum payment the amount of one (1) months' aggregate salary. In addition to the applicable Severance Compensation owed hereunder, Keller shall be paid for all accrued, unused Personal Time Off (PTO) leave, and one (1) month's health insurance premiums under the insurance policy in force at the time of such termination.

(c) Notwithstanding anything herein to the contrary, the City Council may terminate Keller upon a finding by the City Council of an Improper Action. For purposes of this paragraph, "Improper Action" shall mean (i) conduct by Keller which is fraudulent or dishonest, or (ii) Keller's conviction of a felony or serious crime involving moral turpitude under any federal or state law. In the event Keller is terminated for Improper Action, the City shall have no obligation to pay any severance amount or any Severance Compensation. Any termination for Improper Action shall require five (5) days' notice to Keller of the reasons for termination, an opportunity for a hearing before the City Council and a majority vote by the entire City Council.

(d) In the event Keller voluntarily resigns her position with the City at any time during the term of this Agreement, then Keller shall give the City at least two (2) weeks written notice in advance, unless the Parties otherwise agree. Voluntary resignation by Keller will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by

the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

SECTION IV DISABILITY

(a) If Keller is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the payment of Severance Compensation set forth in paragraph (b) of Section III.

(b) As used herein, "permanently disabled or otherwise unable to perform her duties" shall be defined as: (1) if Keller is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Keller's attending physician certifies that Keller is unable to perform her duties as set forth herein for the City and that such condition is total and permanent; and (b) in the event that Keller does not timely consult such attending physician and the City reasonably believes Keller to be so disabled, the City may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Keller is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section IV.

SECTION V SALARY

(a) City has agreed to initially pay Keller for her services rendered hereunder at an annual rate of Ninety One Thousand Seven Hundred Dollars (\$91,700.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City continues to agree to consider and adjust the base salary and other benefits to Keller based upon the performance evaluation process described in Section VI of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the Mayor and City Council, and shall be merit based. In addition, Keller shall also be entitled to any pay increases, also referred to as "cost of living adjustments," that are applied and implemented to all other City Employees from time to time.

SECTION VI PERFORMANCE EVALUATION

(a) The Mayor and City Council shall review and evaluate the performance of Keller at least annually, commencing in or around March of each year.

(b) All such reviews and evaluations shall be in accordance with specific criteria developed jointly by the Mayor, City Council and Keller. The criteria may be added to or deleted from as the Mayor and City Council may from time to time determine, in consultation with Keller. The Mayor and City Council shall provide Keller with an adequate opportunity for Keller to discuss her evaluation with the Mayor and City Council.

(c) The City agrees to annually increase Keller's compensation, conditioned upon the positive results of the performance evaluation conducted under the provisions of this Section. Increased compensation can be in the form of a salary increase and/or a cost of living adjustment ("COLA") and/or performance incentive and/or an increase in benefits.

(d) The Parties agree that the Mayor and City Council has the right, in its sole discretion, in addition to and not in replacement of the procedures set forth in this Section, to consider Keller's performance in executive session in compliance with the Colorado Sunshine Law and the City Code.

SECTION VII HOURS OF WORK

It is recognized that this is a full-time position for which Keller must devote a great deal of time outside normal office hours to business of the City and will necessarily be engaged in work during certain evening and weekend hours. As such, Keller shall be entitled to arrange and organize her work schedule to best achieve her duties and responsibilities.

SECTION VIII AUTOMOBILE MILEAGE REIMBURSEMENT

Keller shall be reimbursed at the then existing I.R.S. rate for mileage incurred using her personal automobile for all trips expended in the performance of her duties as City Clerk which require travel in excess of ten (10) miles in one direction from the corporate limits of the City.

SECTION IX PERSONAL TIME AND OTHER LEAVE

In all respects, Keller shall be subject to, entitled to and governed by the general policies of the City identified in its Personnel Manual, as amended from time to time, regarding Personal Time Off ("PTO"), and other leaves, unless otherwise provided for herein, or otherwise required by law. Any accrued PTO or other leave from Keller's previous role with the City shall carry over and continue.

SECTION X BENEFITS AND PERSONNEL POLICIES

Except as otherwise provided herein, or otherwise required by law, Keller shall enjoy the benefits of, be entitled to, and be subject to, all the general City policies for all full-time employees listed within the City personnel manual, as amended from time to time, regarding all benefits and policies, including, but not limited to, medical, dental and life insurance and long-term disability insurance. Notwithstanding the foregoing, the City shall match the equivalent of up to five percent (5%) of Keller's salary to Keller's 457 Plan if she chooses to enroll in such Plan, at such times as it makes such Plan contributions for City employees generally, and Keller shall become immediately vested in the balance of her Plan account. Keller shall receive a City-issued cell phone for her business use, or a stipend for use of her personal phone for business use, at Keller's option, under the same terms and conditions that such phones are provided to other City employees.

SECTION XI INDEMNIFICATION

Keller shall enjoy the benefits of City employees provided in the City of Salida Personnel Policies and Procedures and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk.

SECTION XII GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Chaffee County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment.** The City shall furnish office facilities, equipment and assistance for Keller as the City deems appropriate for the performance of Keller's duties.

(c) **Compliance with TABOR.** It is the intent of the City and Keller to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section III(c) of this Agreement, will be deemed a termination within the meaning of Section III(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Keller's employment is terminated.

(d) **Assignment.** The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Keller shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the City Council.

(e) **Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor, City of Salida
The Touber Building
448 E. First Street, Suite 112
Salida, CO 81201

With a copy to: City Attorney Nina P. Williams
c/o Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

If to Keller: Kristi Keller
P.O. Box 352
Salida, CO 81201

(f) **Entire Agreement.** This instrument contains the entire agreement of the parties and it may not be changed orally, but only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more City Council members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire City Council.

(g) **Approval.** By execution of this Agreement, the City acknowledges that all required approvals have been obtained by the City Council so that this Agreement shall be fully effective and binding upon the parties hereto.

(h) **Multiple Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the party making such signature.

IN WITNESS WHEREOF, the parties have affixed their signatures as of the date and year first above written.

CITY OF SALIDA, COLORADO

ATTEST:

Poppy Thorpe, Deputy City Clerk

Dan Shore, Mayor

Kristi Keller



Proclamation

DECLARING NOVEMBER 2025 NATIVE AMERICAN HERITAGE MONTH

Whereas, Native American Heritage Month celebrates the accomplishments of the peoples who were the original inhabitants, explorers, stewards, and settlers of the land in the United States; and

Whereas, the native history of Colorado is an important part of the state's identity and tribal people are still a strong and vibrant part of its culture; and

Whereas, Native Americans have moving stories of tragedy, triumph, and perseverance that need to be shared with future generations; and

Whereas, Native American individuals contribute to all areas of life in Colorado, including government, business, arts and sciences, medicine, education, law enforcement, and the military; and

Whereas, the City of Salida is committed to equity and inclusion, and recognizes that our community is better because of the diversity of our population; and

Whereas, Native American Heritage Month is a time to celebrate the cultural traditions and proud ancestry of Native Americans and recognize the vital contributions they have made and continue to make.

Now, therefore, the City of Salida does hereby proclaim November 2025, as NATIVE AMERICAN HERITAGE MONTH in the City of Salida.

Mayor

Date



City Council Action Form

Department	Presented By	Date
Art, Parks, Recreation and Culture	Diesel Post - Director	November 4, 2025

Agenda Item

2025-49: A Resolution of the City Council for the City of Salida, Colorado adopting the Art, Parks, Recreation and Culture Subsidy, Cost Recovery and Pricing policy

Background

In 2019 the City of Salida re-structured its organization with the hiring of its first Parks and Recreation Director and tasked it to build the City's Parks and Recreation Department from resources at the Pool, Events, and 4 staff members from Public Works. It also separated SteamPlant management, which was previously under the "Arts and Recreation" Director's prevue, into an "Arts and Culture" Department. The Arts and Culture Department managed SteamPlant events and provided tax dollar supported Arts and Culture, Artist, and Creative District related programming.

The newly founded Parks and Recreation Department when through a strategic Planning process and created long and short-term development recommendations as well as a "Cost recovery Policy" to guide pricing for services that the department provided. The Parks and Recreation Master Plan was approved via resolution 2020-08 in February of 2020.

In 2024, the Arts and Culture Department underwent organizational changes and began a Subsidy Allocation and Cost Recovery determination process. The City contracted with 110% to lead the process beginning in Oct 2024. After 9 month of data mining and analysis, meetings with the Council, the PROST and PAC and with Staff; 110% presented its finding. [On July 14, 2025](#) Council learned of the cost recovery percentages of the various service categories and recommendations from the consultant.

The PROST board reviewed and approved this policy on 10/28/25.

The following APRC Subsidy, Cost Recovery and Pricing policy is reflective of the recommendations made by the consultant, direction from Council, comments by the PROST board, and input from Staff.

Recommendation

Staff recommends that Council approve Resolution 2025-49 adopting the Arts, Parks, Recreation & Culture Subsidy, Cost Recovery and Pricing policy.

Fiscal Impact

The policy affects the cost of services to the community and the return on those services for the City. The attached traditional fee schedule demonstrates the changes in costs for services that would be possible to reach the goals based on this policy.

Motion

A City Councilmember should state "I move to _____ Resolution 2025 - 49 adopting the Arts, Parks, Recreation & Culture Subsidy, Cost Recovery and Pricing policy", followed by a second and a roll call vote.

**City of Salida, Colorado
Resolution No. 49
Series of 2025**

A Resolution of the City Council of the City of Salida, Colorado, Approving the Arts, Parks, Recreation, and Culture Subsidy, Cost-Recovery, and Pricing Policy.

WHEREAS, the City of Salida provides Arts, Parks, Recreation, and Culture services to the community; and

WHEREAS, those services require financial and staff resources; and

WHEREAS, the Salida City Council asked the Department to analyse the cost of services and to develop policies and procedures that recover more of the cost of those services; and

WHEREAS, the Department completed the analysis and presented the Subsidy, Cost-Recovery, and Pricing Policy to the City Council on November 4th, 2025; and

WHEREAS, the Salida City Council wishes to adopt the policy through resolution.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The City Council hereby adopts the Arts, Parks, Recreation and Culture Subsidy, Cost-Recovery, and Pricing Policy.

Resolved, Approved and Adopted this 4th day of November, 2025.

City of Salida, Colorado

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

City of Salida – Arts, Parks, Recreation, and Culture Subsidy, Cost Recovery, and Pricing Policy

Adopted by City Council: 11/4/25

Applies to: Arts, Parks, Recreation & Cultural Services (APRC) Department

Next Review: Annually, with subsidy goal review every 3 years

1) Purpose

- a) The purpose of this policy is to establish a consistent, equitable, and transparent framework for determining the cost of services, setting fees and charges, and allocating taxpayer subsidies for Arts, Parks, Recreation & Cultural Services (APRC). This policy supports the City's Financial Sustainability Strategy by aligning pricing, subsidy allocation, and investment decisions with the Beneficiary of Service philosophy.
- b) Per Council's 2025/2026 Strategic Priority #2, Task #1:
 - i) Finalize Cost of Service Analysis - Understand what services cost, who benefits, and where we're subsidizing—then adjust accordingly

2) Guiding Principles

- a) Beneficiary of Service Philosophy.
- b) Community Benefit Services – Broad public good, accessible to all, high subsidy justified.
- c) Dual Benefit Services – Shared benefits between individual and community, partial subsidy.
- d) Exclusive Benefit Services – Primarily serve individual interests, minimal subsidy, higher cost recovery expectations.
- e) Financial Sustainability.
- f) Services should meet cost recovery goals to the greatest extent possible while maintaining access and equity.
- g) Subsidy allocations will be intentional, data-driven, and reviewed annually.
- h) Equity and Access.
- i) Subsidies will be needs-based, not across-the-board.
- j) The City will provide intentional financial assistance programs to ensure accessibility.

3) Department Funding/Revenue Sources

The services provided by the Department are funded by several revenue sources which all contribute varying levels to support the breadth of art, parks, recreation, recreation, culture services provided to the community. The amount of funding provided by each source can shift based upon the economy, market behaviors, and City-wide policy.

- k) Sales taxes

- l) Occupancy Lodging Tax (OLT)
- m) Fee in Lieu for Open Space or Park dedication
- n) Conservation Trust Funds (CTF)
- o) Fees and charges for services
- p) Grants
- q) Donations
- r) Sponsorships

4) Service Categories & Cost Recovery Goals

- a) The City recognizes 11 Service Categories (as defined in the Financial Sustainability Strategy) and will assign cost recovery expectations based on their public vs. private benefit.
 - i) Common Good Services (e.g., Non-Monitored Access, Community Events) → Higher subsidy investment.
 - ii) Exclusive Benefit Services (e.g., Private Rentals, Personalized Lessons, Resales) → Higher cost recovery targets.

Service Category	Example Services	Target Cost Recovery Goal (%)
Non-Monitored Access	Parks, Playgrounds, Trails	0%
Community Events	Festivals, ArtWalk, Music in the Park	0-25%
Monitored Access	Aquatic Center Open Swim	50-60%
Beginner Level Activities	Learn to Swim, Art Classes, Intro Sports	30-70%
Specialized Events	Sip and Paint, Competitions	60-70%
Competitive Activities	Sports Leagues, Competitions, Races	50-80%
Permits & Rentals - Public	Parades, Rentals that are available to the public	70-90%
Personalized Activities	Private Lessons	90-110%
Equipment & Supplies Rentals	Sports Equipment, Event Items	90-110%
Permits & Rentals - Private	Weddings, Conferences, Private Parties	125-150%
Resales	Concessions, Merchandise	150%-175%

5) Pricing and Fee Setting

a) Fees for APRC services will not be codified in an annual Fee Schedule

i) Market Responsiveness: Staff may adjust fees and charges within Council-approved cost recovery goals without formal ordinance changes. Various pricing strategies may be used to optimize revenue ex.

- (1) Bundle pricing allows for the sale of multiple services at a lower rate than customers would pay if they purchased each service individually. Bundling can be an effective way of selling services that are poor performers and can also increase the value perception in the eyes of customers - essentially giving them something for a reduced rate.
- (2) Competitive pricing establishes prices based on what similar service providers or close-proximity competitors are charging for services. One method for establishing a competitive price is to identify all providers of an identical or similar service (i.e., private sector providers, other municipalities, etc.) and set the price at the mid-point or lowest price.
- (3) Differential/Dynamic pricing follows the "law of demand" by supporting a key pricing principle: some customers are willing to pay more than others. Differential pricing is the strategy of selling the same service to different customers at different prices. Differential pricing enables organizations to "profit" from their customers' unique valuations (ex.g. Prime time or surge pricing).
- (4) Discount pricing is based upon a motive to entice users or purchasers, reward a customer for their loyalty, or credit a customer for their perceived inability to pay.
- (5) Market (demand-based) pricing results in pricing based on demand for a service or what the target market is willing to pay for a service. The private and commercial sectors commonly utilize this strategy. One method for establishing a market rate price is to identify all providers of an identical service (i.e., private sector providers, other municipalities, etc.) and set the price at the highest price. Another consideration is setting the price to the highest level the market will bear.

(6) Penetration pricing has the aim of attracting customers by offering lower prices on services. While many may use this technique to draw attention away from the competition, penetration pricing often results in lost revenue and higher subsidy requirements. Over time, however, an increased awareness of the service may drive revenues and help organizations differentiate themselves from others. After sufficiently penetrating a market, organizations should consider raising prices to better reflect their position within the market.

b) Annual Review: Fees and charges will be evaluated annually based on inflation, market conditions, and performance against cost recovery goals.

6) Cost of Service Analysis

a) Annual Update: APRC will review the Cost of Service Analysis annually, adjusting direct, indirect, and capital costs if needed.

Use of Results: Data will inform price adjustments, subsidy allocation, and operational decisions. Underperforming services will be prioritized for revenue improvement or subsidy justification.

7) Service Fee and Cost Recovery Success Metrics

a) Financial Viability – Meets or exceeds minimum cost recovery target.

b) Operational Efficiency – Achieves 75% capacity or 10% growth per cycle.

c) Customer Satisfaction – 85%+ satisfaction rating.

d) Community Impact – Demonstrable benefits aligned with service goals. Community impact will be determined by community surveys, advisory committee feedback, and informal staff assessment.

In the event the above success metrics are not being met, the following outlines actions the Department may take to address gaps between current performance and success metrics.

i) Analyze success metrics for services not meeting their cost recovery goal.

ii) Analyze direct and indirect costs of providing service.

(1) Measure ratio of direct and indirect cost.

(2) Identify and implement cost reduction opportunities.

iii) Suggest market increase commensurate with cost recovery goal.

(1) Conduct market analysis of service.

(2) Identify opportunities for capturing larger market.

iv) Identify potential sponsorship or donation opportunities.

v) Identify potential partnership opportunities to continue to provide a service, however, in collaboration with another provider, reducing

impacts on and dilution of Department resources, avoiding unnecessary duplication of service, and responsibly utilizing finite taxpayer resources.

- vi) If services do not satisfy success metrics, consider divestment of service .

8) Partnerships

- a) Partnerships are advantageous collaborations that position both the Department as well as participating partner organization(s) to efficiently utilize resources leading to cost effective and efficient service delivery, bridging of markets, reductions in duplication of services and fragmentation of resources, and cooperative capital development and/or improvements.
- b) A condition that must be met for the Department to enter into a partnership agreement includes that of reciprocal benefit. To prevent the Department from simply becoming a granting body to any organization, the Department and its partner identify the value of the mutual contributions brought forth to the agreement and arrangement. There will be equal value and benefit to each organization resulting from any partnership ensuring that the Department is receiving fair and just value on behalf of taxpayers in return for any resource investment and commitment.
- c) Partnerships will be formalized via legal agreements. The City has several existing partnerships with various community organizations, and many of these relationships are formalized with MOUs, Lease Agreements, or License Agreements. A few examples of these organizations include Salida School District, Salida Council for the Arts, FIBArk, AHRA, etc.

9) Sponsorships

- a) Beneficiary of Service Philosophy – Sponsorships
 - i) Community Benefit Sponsorships: Sponsorships that support broad public events or free community programming (e.g., festivals, art walks, park concerts) will be considered high-subsidy, with the City seeking significant external sponsorship support to reduce taxpayer burden.
 - ii) Dual Benefit Sponsorships: Sponsorships that benefit both the City and the sponsor (e.g., recognition at sports leagues, naming rights for community spaces) will share responsibility between public subsidy and sponsor contribution.
 - iii) Exclusive Benefit Sponsorships: Sponsorships primarily serving sponsor visibility or marketing interests (e.g., exclusive naming rights, premium branding) will require high sponsor cost recovery and minimal City subsidy.
- b) Goals for Sponsorships
 - i) Sponsorships *received by the City* should contribute to cost recovery by reducing subsidy needs in service categories.

- ii) Sponsorships *provided by the City* will be treated as intentional subsidies and classified within the Community Benefit framework.
- c) Success Metrics – Sponsorships
 - i) Inbound Sponsorships:
 - (1) Annual growth of sponsorship revenue by 5–10%.
 - (2) At least 25% of large-scale community event costs are offset by sponsorships.
 - (3) Sponsor satisfaction is measured through annual feedback.
 - ii) Outbound Sponsorships:
 - (1) At least 80% of City sponsorships demonstrate measurable community benefit.
 - (2) Annual reporting of sponsorship allocations by category, dollar amount, and beneficiary.
 - (3) Public recognition of City sponsorships to ensure transparency.
- d) Sponsorships Sought by the City (Inbound Sponsorships)

The City may actively seek sponsorships to supplement funding for APRC events, programs, and facilities.

 - i) Purpose:
 - (1) Offset program costs and reduce reliance on taxpayer subsidies.
 - (2) Enhance service quality and expand community offerings.
 - (3) Strengthen partnerships with local and regional organizations.
 - ii) Sponsorship Categories:
 - (1) *Event Sponsorships* – Support for single-day or seasonal events (e.g., festivals, sports tournaments).
 - (2) *Program Sponsorships* – Ongoing support for a season of programs, classes, or leagues.
 - (3) *Facility Sponsorships* – Naming rights or long-term sponsorship for facilities or amenities.
 - (4) *In-Kind Sponsorships* – Donations of goods, services, or volunteer hours.
 - iii) Recognition & Benefits: Sponsors may receive recognition proportional to their contribution (e.g., logo placement, event signage, digital/print acknowledgement, public announcements). Benefits will be standardized into tiered sponsorship packages.
 - iv) Restrictions: Sponsorships must align with community values and not conflict with City policy.
- e) Sponsorships Provided by the City (Outbound Sponsorships)

The City may choose to sponsor external organizations, programs, or events when doing so aligns with City’s mission and delivers community benefit. All outbound sponsorships must result in recognition and/or benefit (e.g., logo

placement, event signage, digital/print acknowledgement, public announcements). Outbound scholarship requests will be made through an application/request form.

i) Eligibility Requirements:

- (1) Must demonstrate alignment with City-wide and Arts, Parks, Recreation & Cultural Services goals.
- (2) Must primarily benefit City of Salida residents.
- (3) Must demonstrate financial need or community impact.

ii) Forms of Sponsorship:

- (1) Direct financial contribution.
- (2) In-kind staff or equipment support.
- (3) Marketing and promotional assistance.
- (4) The City does not reduce or waive facility rental charges, unless partnership status is established.

iii) Evaluation Criteria:

- (1) Anticipated community reach and impact.
- (2) Alignment with equity, inclusion, and access priorities.
- (3) Financial sustainability and budget capacity.
- (4) Potential for long-term partnership.

10) **Public Private Partnerships**

- a) A public-private partnership (PPP or P3) is a formal contractual agreement between a public agency and a private company to collaboratively deliver a public service or facility, such as a childcare facility, construction of a theater, or programming of a city asset. Through the partnership, the private sector often provides some or all of the upfront funding, and takes on risks for the project's construction, operation, or maintenance in exchange for future revenue. This model aims to leverage the private sector's innovation and efficiency while the public sector benefits from reduced upfront costs, improved service delivery, and better risk management.

Given the critical role tourism and sales tax play in Salida's economic ecosystem, the City should consider the strategic repurposing or enhancement of underperforming public assets to better align with long-term financial sustainability goals.

A thoughtfully structured partnership should maintain public ownership, protect open space, and enhance economic returns—turning a financially strained asset into a local and regional draw that supports Salida's long-term fiscal health.

i) Existing PPP

- (1) Golf Course

- (a) 3rd party consultant recommendation from the 2025 cost recovery work: Rather than viewing this site solely through the lens of its current limited user base, primarily local golfers, the City could broaden its perspective and explore public-private partnership (P3) models to redevelop the property into a multi-use destination. This could include a boutique hotel, event venue, and food/beverage space that supports weddings, corporate retreats, and special events. Such a transformation could generate a more robust and diverse revenue stream while preserving access to the golf course itself.

- ii) Possible PPPs:

- (1) Hot Springs
 - (2) SteamPlant Events Center
 - (3) A New Wellness Center

11) Implementation

- a) The fees and charges for service will be adjusted starting on year 1 of this policy to begin an annual increase in fees and charges to reach the cost recovery goals set in the 2025 cost recovery exercise. The timeline for reaching the CR goals will vary depending on the Service Category and its implications on the common good versus private benefit.
- b) 2024 fees and charges will be increased by the total difference of the 2024 service category actual recovery percentage and the 2025 cost recovery goals in annual increments over either 3 or 5 years
 - i) 3 year roll out for exclusive benefit services
 - ii) 5 year roll out for common good services
- c) Long-Term Actions: Redirect revenues from exclusive services into common good services and capital maintenance. Explore alternative funding sources.

12) Governance

- a) Responsibility – The APRC Director is responsible for implementing this policy.
Reporting – Annual report to City Council on cost recovery performance, subsidy allocations, and fee adjustments.
Review Cycle – Cost recovery goals reviewed every 5 years or sooner if market/economic shifts occur.

Service	2024 Charge	2026 charge	Service category	Cost recovery goal	Cost recovery actual	percent to make up	3 or 5 year timeline	% per year (Including 4% annual inflation)	2026 increase	2026 cost	2027 increase	2027 cost	2028 increase	2028 cost	2029 increase	2029 cost	2030 increase	2030 cost
Pool access																		
Daily Rate - Adult 18 yrs & older	\$14.00	\$14.50	Monitored open access	55	55	0	3	0.0	\$0.56	\$14.56	\$0.58	\$15.14	\$0.61	\$15.75	\$0.63	\$16.38	\$0.66	\$17.03
Daily Rate - Youth 6yrs - 17yrs	\$7.00	\$7.50	Monitored open access	55	55	0	3	0.0	\$0.28	\$7.28	\$0.29	\$7.57	\$0.30	\$7.87	\$0.31	\$8.19	\$0.33	\$8.52
Daily Rate- Child 5yrs & under	\$4.00	\$5.00	Monitored open access	55	55	0	3	0.0	\$0.16	\$4.16	\$0.17	\$4.33	\$0.17	\$4.50	\$0.18	\$4.68	\$0.19	\$4.87
Daily Rate - Military	\$10.00	\$10.50	Monitored open access	55	55	0	3	0.0	\$0.40	\$10.40	\$0.42	\$10.82	\$0.43	\$11.25	\$0.45	\$11.70	\$0.47	\$12.17
Shower Only	\$6.00	\$8.00	Permits & Rentals - Private	138	50	88	3	29.3	\$2.00	\$8.00	\$2.67	\$10.67	\$3.56	\$14.22	\$4.74	\$18.96	\$0.76	\$19.72
Locker rentals	\$2.00	\$7.00	Permits & Rentals - Private	138	50	88	3	29.3	\$0.67	\$2.67	\$0.89	\$3.56	\$1.19	\$4.74	\$1.58	\$6.32	\$0.25	\$6.57
Discounted Rates - Adults 18yrs & older	\$10.00		Monitored open access	55	55	0	3	0.0	\$0.40	\$10.40	\$0.42	\$10.82	\$0.43	\$11.25	\$0.45	\$11.70	\$0.47	\$12.17
Discounted Rates - Youth 6yrs - 17yrs	\$6.00		Monitored open access	55	55	0	3	0.0	\$0.24	\$6.24	\$0.25	\$6.49	\$0.26	\$6.75	\$0.27	\$7.02	\$0.28	\$7.30
Discounted Rates - Child 5yrs & under	\$3.00		Monitored open access	55	55	0	3	0.0	\$0.12	\$3.12	\$0.12	\$3.24	\$0.13	\$3.37	\$0.13	\$3.51	\$0.14	\$3.65
Soaking pools - Adult	\$17.00	\$22.50	Permits & Rentals - Private	138	50	88	3	29.3	\$5.67	\$22.67	\$7.56	\$30.22	\$10.07	\$40.30	\$13.43	\$53.73	\$2.15	\$55.88
Soaking pools - 2 Adults	\$26.00	\$35.00	Permits & Rentals - Private	138	50	88	3	29.3	\$8.67	\$34.67	\$11.56	\$46.22	\$15.41	\$61.63	\$20.54	\$82.17	\$3.29	\$85.46
10 Visit Soaking Pool Pass	\$150.00	\$200.00	Permits & Rentals - Private	138	50	88	3	29.3	\$50.00	\$200.00	\$66.67	\$266.67	\$88.89	\$355.56	\$118.52	\$474.07	\$18.96	\$493.04
Individual Membership – 12 months	\$330.00	\$345.00	Monitored open access	55	55	0	3	0.0	\$13.20	\$343.20	\$13.73	\$356.93	\$14.28	\$371.21	\$14.85	\$386.05	\$15.44	\$401.50
Individual Membership - 6 months	\$192.00	\$200.00	Monitored open access	55	55	0	3	0.0	\$7.68	\$199.68	\$7.99	\$207.67	\$8.31	\$215.97	\$8.64	\$224.61	\$8.98	\$233.60
Individual Membership – 3 months	\$99.00	\$103.00	Monitored open access	55	55	0	3	0.0	\$3.96	\$102.96	\$4.12	\$107.08	\$4.28	\$111.36	\$4.45	\$115.82	\$4.63	\$120.45
Family Membership – 12 months	\$665.00	\$690.00	Monitored open access	55	55	0	3	0.0	\$26.60	\$691.60	\$27.66	\$719.26	\$28.77	\$748.03	\$29.92	\$777.96	\$31.12	\$809.07
Family Membership - 6 month	\$385.00	\$400.00	Monitored open access	55	55	0	3	0.0	\$15.40	\$400.40	\$16.02	\$416.42	\$16.66	\$433.07	\$17.32	\$450.40	\$18.02	\$468.41
Family Membership – 3 months	\$203.00	\$212.00	Monitored open access	55	55	0	3	0.0	\$8.12	\$211.12	\$8.44	\$219.56	\$8.78	\$228.35	\$9.13	\$237.48	\$9.50	\$246.98
Adult Access Pass	\$120.00	\$125.00	Monitored open access	55	55	0	3	0.0	\$4.80	\$124.80	\$4.99	\$129.79	\$5.19	\$134.98	\$5.40	\$140.38	\$5.62	\$146.00
Youth Access Pass	\$60.00	\$63.00	Monitored open access	55	55	0	3	0.0	\$2.40	\$62.40	\$2.50	\$64.90	\$2.60	\$67.49	\$2.70	\$70.19	\$2.81	\$73.00
Child Access Pass	\$35.00	\$37.00	Monitored open access	55	55	0	3	0.0	\$1.40	\$36.40	\$1.46	\$37.86	\$1.51	\$39.37	\$1.57	\$40.95	\$1.64	\$42.58
Aquatics fitness classes	\$8.00		Learn to Level Activities	60	22	38	3	12.7	\$1.33	\$9.33	\$1.56	\$10.89	\$1.81	\$12.70	\$2.12	\$14.82	\$0.59	\$15.41
Dive and Jive	\$6.00		Specialized Events	65	11	54	3	18.0	\$1.32	\$7.32	\$1.61	\$8.93	\$1.96	\$10.90	\$2.40	\$13.29	\$0.53	\$13.82
Underwater Easter Egg hunt	\$12.00		Community Events	13	21	-8	3	-2.7	\$0.16	\$12.16	\$0.16	\$12.32	\$0.16	\$12.49	\$0.17	\$12.65	\$0.51	\$13.16
Floating Pumpkin Patch	\$12.00		Community Events	13	21	-8	3	-2.7	\$0.16	\$12.16	\$0.16	\$12.32	\$0.16	\$12.49	\$0.17	\$12.65	\$0.51	\$13.16
Babysitting Class	\$100.00		Learn to Level Activities	60	22	38	3	12.7	\$16.67	\$116.67	\$19.44	\$136.11	\$22.69	\$158.80	\$26.47	\$185.26	\$7.41	\$192.67
First Aid & CPR	\$50.00		Learn to Level Activities	60	22	38	3	12.7	\$8.33	\$58.33	\$9.72	\$68.06	\$11.34	\$79.40	\$13.23	\$92.63	\$3.71	\$96.34
Lifeguarding Class	\$200.00		Learn to Level Activities	60	22	38	3	12.7	\$33.33	\$233.33	\$38.89	\$272.22	\$45.37	\$317.59	\$52.93	\$370.52	\$14.82	\$385.35
Water Safety Instructor Class	\$200.00		Learn to Level Activities	60	22	38	3	12.7	\$33.33	\$233.33	\$38.89	\$272.22	\$45.37	\$317.59	\$52.93	\$370.52	\$14.82	\$385.35
Group Learn to Swim Lesson 8-45min ses	\$71.00		Learn to Level Activities	60	22	38	3	12.7	\$11.83	\$82.83	\$13.81	\$96.64	\$16.11	\$112.75	\$18.79	\$131.54	\$5.26	\$136.80
Parent and Tot Lessons 4-45min ses	\$50.00		Learn to Level Activities	60	22	38	3	12.7	\$8.33	\$58.33	\$9.72	\$68.06	\$11.34	\$79.40	\$13.23	\$92.63	\$3.71	\$96.34
Private Lessons 1-45min ses	\$60.00		Personalized Activities	100	31	69	3	23.0	\$16.20	\$76.20	\$20.57	\$96.77	\$26.13	\$122.90	\$33.18	\$156.09	\$6.24	\$162.33
SHSAC Facility Rental /hr/25 people = \$25/hr/add'l 25 people	\$250.00		Permits & Rentals - Public	80	17	63	5	12.6	\$41.50	\$291.50	\$48.39	\$339.89	\$56.42	\$396.31	\$65.79	\$462.10	\$76.71	\$538.81
Boys & Girls Club	\$0.00	Contracted	Specialized Events	65	11	54	3	18.0										
Youth Swim Team	\$0.00	Contracted	Permits & Rentals - Public	80	17	63	5	12.6										
High School Swim Team	\$0.00	Contracted	Permits & Rentals - Public	80	17	63	5	12.6										

4%

								% per year (Includin g 4% annual inflation)										
Service	2024 Charge	2026 charge	Service category	Cost recovery goal	Cost recovery actual	percent to make up	3 or 5 year timeline		2026 increase	2026 cost	2027 increase	2027 cost	2028 increase	2028 cost	2029 increase	2029 cost	2030 increase	2030 cost
Amenity Use	Per Hour					0	1	0.0										
Park - Riverside, ½ of Alpine	\$20.00					0	1	0.0	\$0.80	\$20.80	\$0.83	\$21.63	\$0.87	\$22.50	\$0.90	\$23.40	\$0.94	\$24.33
Park - other	\$15.00					0	1	0.0	\$0.60	\$15.60	\$0.62	\$16.22	\$0.65	\$16.87	\$0.67	\$17.55	\$0.70	\$18.25
Boat ramp	\$15.00					0	1	0.0	\$0.60	\$15.60	\$0.62	\$16.22	\$0.65	\$16.87	\$0.67	\$17.55	\$0.70	\$18.25
Salida Bike Skills Park						0	1	0.0										
Chisolm Park and/or clubhouse	\$30.00					0	1	0.0	\$1.20	\$31.20	\$1.25	\$32.45	\$1.30	\$33.75	\$1.35	\$35.10	\$1.40	\$36.50
Pavilion- Centennial, Crestone Mesa	\$25.00					0	1	0.0	\$1.00	\$26.00	\$1.04	\$27.04	\$1.08	\$28.12	\$1.12	\$29.25	\$1.17	\$30.42
Athletic Field – Field 1, 2, 3 or 4 at Marvin per hour	\$15.00					0	1	0.0	\$0.60	\$15.60	\$0.62	\$16.22	\$0.65	\$16.87	\$0.67	\$17.55	\$0.70	\$18.25
Court - Centennial Tennis	\$25.00					0	1	0.0	\$1.00	\$26.00	\$1.04	\$27.04	\$1.08	\$28.12	\$1.12	\$29.25	\$1.17	\$30.42
Court - Alpine Basketball	\$50.00					0	1	0.0	\$2.00	\$52.00	\$2.08	\$54.08	\$2.16	\$56.24	\$2.25	\$58.49	\$2.34	\$60.83
Skate Park	\$50.00					0	1	0.0	\$2.00	\$52.00	\$2.08	\$54.08	\$2.16	\$56.24	\$2.25	\$58.49	\$2.34	\$60.83
Activity Bus	Contracted					0	1	0.0										
Using public asset for personal profit	Contracted					0	1	0.0										
Marketing or filming	Contracted					0	1	0.0										
3rd party Guided services	Contracted					0	1	0.0										
Recreation						0	1	0.0										
Competitive Activities	\$60.00		Competitive Activities	75	17	58	3	19.3	\$14.00	\$74.00	\$17.27	\$91.27	\$21.30	\$112.56	\$26.26	\$138.83	\$5.55	\$144.38
Learn to Level Activities	\$20.00		Learn to Level Activities	60	22	38	3	12.7	\$3.33	\$23.33	\$3.89	\$27.22	\$4.54	\$31.76	\$5.29	\$37.05	\$1.48	\$38.53
Personalized Activities	\$100.00		Personalized Activities	100	31	69	3	23.0	\$27.00	\$127.00	\$34.29	\$161.29	\$43.55	\$204.84	\$55.31	\$260.14	\$10.41	\$270.55
Monitored Open access																		
Community Events																		
Specialized Events																		
Parks						0	1	0.0										
Special event application processing fee	\$100.00					0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Park water connection (each) per week	\$30.00					0	1	0.0	\$1.20	\$31.20	\$1.25	\$32.45	\$1.30	\$33.75	\$1.35	\$35.10	\$1.40	\$36.50
Park power connection (each) per week	\$30.00					0	1	0.0	\$1.20	\$31.20	\$1.25	\$32.45	\$1.30	\$33.75	\$1.35	\$35.10	\$1.40	\$36.50
Prep/Line athletic field	\$50.00					0	1	0.0	\$2.00	\$52.00	\$2.08	\$54.08	\$2.16	\$56.24	\$2.25	\$58.49	\$2.34	\$60.83
Barricade delivered (1-50)	\$100.00					0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Barricade delivered (each additional 50)	\$75.00					0	1	0.0	\$3.00	\$78.00	\$3.12	\$81.12	\$3.24	\$84.36	\$3.37	\$87.74	\$3.51	\$91.25
Barricade picked up and returned by applicant	\$50.00					0	1	0.0	\$2.00	\$52.00	\$2.08	\$54.08	\$2.16	\$56.24	\$2.25	\$58.49	\$2.34	\$60.83
Cones picked up and returned by applicant	\$25.00					0	1	0.0	\$1.00	\$26.00	\$1.04	\$27.04	\$1.08	\$28.12	\$1.12	\$29.25	\$1.17	\$30.42
Cones delivered	\$100.00					0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Concrete street closure blocks	\$150.00					0	1	0.0	\$6.00	\$156.00	\$6.24	\$162.24	\$6.49	\$168.73	\$6.75	\$175.48	\$7.02	\$182.50
Fencing delivered	\$100.00					0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Sprinkler flagging	\$100.00					0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Street Closure fee	\$100.00					0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Memorial features	\$3,500.00					0	1	0.0	\$140.00	\$3,640.00	\$145.60	\$3,785.60	\$151.42	\$3,937.02	\$157.48	\$4,094.50	\$163.78	\$4,258.29
						0	1	0.0										

4%

Service	2024 Charge	2026 charge	Service category	Cost recovery goal	Cost recovery actual	percent to make up	3 or 5 year timeline	% per year (Including 4% annual inflation)	2026 increase	2026 cost	2027 increase	2027 cost	2028 increase	2028 cost	2029 increase	2029 cost	2030 increase	2030 cost
Arts and Culture																		
Wedding Package - SteamPlant Peak season F-Sun -Welcome dinner or brunch at Scout Hut (2 hours)	\$5,495.00	\$7,300.00	Permits & Rentals - Private	138	50	88	3	29.3	\$1,831.67	\$7,326.67	\$2,442.22	\$9,768.89	\$3,256.30	\$13,025.19	\$4,341.73	\$17,366.91	\$694.68	\$18,061.59
Wedding Package - SteamPlant Non-Peak season F-Sun		\$6,500.00																
Wedding Package - SteamPlant Any season M-Th		\$5,500.00																
Wedding Package include use of Ballroom, Plaza, Sculptrure Garden, Paquette gallery, and Bride's Room for 12 hour -1 bar set up 6 hours of service - garnishes, mixers, ice, cups -room set up -transition from ceremony to cocktails and from dinner to dancing -Dedicated Venue Coordinator -Kitchen access -1 additional 2 hour event at Scout Hut day before or after (depending on availability) -1 1 hour reheasal day before (time depends on facility schedule)																		
NOT INCLUDED - Audio, tech, Internally - glassware, linen, waterservice																		
Wedding Packages – Scout Hut at Riverside Park anytime	\$3,845.00	\$5,000.00	Permits & Rentals - Private	138	50	88	3	29.3	\$1,281.67	\$5,126.67	\$1,708.89	\$6,835.56	\$2,278.52	\$9,114.07	\$3,038.02	\$12,152.10	\$486.08	\$12,638.18
Wedding Package include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only) for 8 hours. -max 80 people -ceremony set up and dinner to dancing transition -use of kitchen -1 bar set up 6 hours of service - garnishes, mixers, ice, cups																		
Wedding additional hours (day of - up to 4 conseective hours)		300/hr																

4%

Service	2024 Charge	2026 charge	Service category	Cost recovery goal	Cost recovery actual	percent to make up	3 or 5 year timeline	% per year (Including 4% annual inflation)	2026 increase	2026 cost	2027 increase	2027 cost	2028 increase	2028 cost	2029 increase	2029 cost	2030 increase	2030 cost
Long Party/Reception Package - SteamPlant	\$1,995.00	\$5,500.00	Permits & Rentals - Private	138	50	88	3	29.3	\$665.00	\$2,660.00	\$886.67	\$3,546.67	\$1,182.22	\$4,728.89	\$1,576.30	\$6,305.19	\$252.21	\$6,557.39
Reception Package include use of Ballroom and Plaza. (6 hours including set up and breakdown) -1 bar set up - 4 hours -Initial set up and 1 transition -150 people -Kitchen use -Dedicated Venue Coordinator -Marquee																		
Short Party/Banquet Package (Chaffee County residents only)		\$750.00																
-3 hour access (includes set up and breakdown) -Ballroom and Kitchen -Room set-up for up to 150 seated -Plug and Play Sound included (add'l tech charges will apply)																		
Party additional hours		\$300/hr																
Second bar set up (includes tender) - plaza, garden, theater, gallery		\$500.00																
Theater																		
Theater package - Bar service at venues discretion																		
Private	\$750.00	\$1,000.00	Permits & Rentals - Private	138	50	88	3	29.3	\$250.00	\$1,000.00	\$333.33	\$1,333.33	\$444.44	\$1,777.78	\$592.59	\$2,370.37	\$94.81	\$2,465.19
Public	\$750.00	\$875.00	Permits & Rentals - Public	80	17	63	5	12.6	\$124.50	\$874.50	\$145.17	\$1,019.67	\$169.26	\$1,188.93	\$197.36	\$1,386.29	\$230.12	\$1,616.42
-12 hours of theater use -2 hours of AV tech consultation prior to the 12 hour package (additional charges apply per hour) -Green room use -Bar open at venues discretion -Marquee listing -website calendar listing																		
Theater Reheasal package																		
-4 hour access to the theater -unstaffed -based on venue availability -Tech available at additional fees (see Tech fees below)		\$150/4-hours																

4%

								% per year (Includin g 4% annual inflation)										
Service	2024 Charge	2026 charge	Service category	Cost recovery goal	Cost recovery actual	percent to make up	3 or 5 year timeline		2026 increase	2026 cost	2027 increase	2027 cost	2028 increase	2028 cost	2029 increase	2029 cost	2030 increase	2030 cost
Conference Package		\$4,000.00																
Annex, Ballroom, Gallery, theater, Plaza -all tech included -Complimentary beverage service for 50 (Local coffee in AM and canned softdrinks following) -Dedicated Venue Coordinator for 8 hours -On-site Technician for 8 hours -Set and Tear down -Spandex on food and registraion tables -2 hour reception host in the Garden, Gallery, or plaza																		
Additional Conference days		\$1,000.00																
Private Only?		\$1,500.00																
Photo Shoot		\$500.00																
2 hours access to the facility for 2-5 people																		
Room Rental Fees																		
Ballroom/h & Plaza/hour - Public	\$280.00	\$325.00	Permits & Rentals - Public	80	17	63	5	12.6	\$46.48	\$326.48	\$54.20	\$380.68	\$63.19	\$443.87	\$73.68	\$517.55	\$85.91	\$603.46
Private	\$280.00	\$375.00	Permits & Rentals - Private	138	50	88	3	29.3	\$93.33	\$373.33	\$124.44	\$497.78	\$165.93	\$663.70	\$221.23	\$884.94	\$35.40	\$920.34
Theater/hour- Public	\$150.00	\$175.00	Permits & Rentals - Public	80	17	63	5	12.6	\$24.90	\$174.90	\$29.03	\$203.93	\$33.85	\$237.79	\$39.47	\$277.26	\$46.02	\$323.28
Private	\$150.00	\$200.00	Permits & Rentals - Private	138	50	88	3	29.3	\$50.00	\$200.00	\$66.67	\$266.67	\$88.89	\$355.56	\$118.52	\$474.07	\$18.96	\$493.04
Plaza/hour- Public	\$156.00	\$180.00	Permits & Rentals - Public	80	17	63	5	12.6	\$25.90	\$181.90	\$30.19	\$212.09	\$35.21	\$247.30	\$41.05	\$288.35	\$47.87	\$336.22
Private	\$156.00	\$210.00	Permits & Rentals - Private	138	50	88	3	29.3	\$52.00	\$208.00	\$69.33	\$277.33	\$92.44	\$369.78	\$123.26	\$493.04	\$19.72	\$512.76
Paquette Gallery/hour- Public	\$125.00	\$145.00	Permits & Rentals - Public	80	17	63	5	12.6	\$20.75	\$145.75	\$24.19	\$169.94	\$28.21	\$198.16	\$32.89	\$231.05	\$38.35	\$269.40
Private	\$125.00	\$166.00	Permits & Rentals - Private	138	50	88	3	29.3	\$41.67	\$166.67	\$55.56	\$222.22	\$74.07	\$296.30	\$98.77	\$395.06	\$15.80	\$410.86
Riverside Annex									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Large 50-100																		
Public	\$120.00	\$140.00	Permits & Rentals - Public	80	17	63	5	12.6	\$19.92	\$139.92	\$23.23	\$163.15	\$27.08	\$190.23	\$31.58	\$221.81	\$36.82	\$258.63
Private	\$120.00	\$160.00	Permits & Rentals - Private	138	50	88	3	29.3	\$40.00	\$160.00	\$53.33	\$213.33	\$71.11	\$284.44	\$94.81	\$379.26	\$15.17	\$394.43
Small less than 50																		
Public	\$90.00	\$105.00	Permits & Rentals - Public	80	17	63	5	12.6	\$14.94	\$104.94	\$17.42	\$122.36	\$20.31	\$142.67	\$23.68	\$166.36	\$27.61	\$193.97
Private	\$90.00	\$120.00	Permits & Rentals - Private	138	50	88	3	29.3	\$30.00	\$120.00	\$40.00	\$160.00	\$53.33	\$213.33	\$71.11	\$284.44	\$11.38	\$295.82
Annex, Theater, Ballroom, Scout Hut room rental include: -Venue Coordinator available for logistics and set up -Conferencing hardware (camera(s) and mic) -Room set-up and tear down including conferencing, presentation, and recording equipment -Theater sound and light services are avaialable for a \$40/hr. fee each																		

4%

								% per year (Includin g 4% annual inflation)										
Service	2024 Charge	2026 charge	Service category	Cost recovery goal	Cost recovery actual	percent to make up	3 or 5 year timeline		2026 increase	2026 cost	2027 increase	2027 cost	2028 increase	2028 cost	2029 increase	2029 cost	2030 increase	2030 cost
Scout Hut Staffed																		
Main Floor - per hour/set up, staffed with a 2-hour minimum	\$100.00	\$120.00	Permits & Rentals - Public	80	17	63	5	12.6	\$16.60	\$116.60	\$19.36	\$135.96	\$22.57	\$158.52	\$26.32	\$184.84	\$30.68	\$215.52
Private	\$100.00	\$160.00	Permits & Rentals - Private	138	50	88	3	29.3	\$33.33	\$133.33	\$44.44	\$177.78	\$59.26	\$237.04	\$79.01	\$316.05	\$12.64	\$328.69
Main Floor - per hour/set up, staffed with a 2-hour minimum (Government/State/Local Agency & Non-profit with 501(c)(3)	\$50.00	\$80.00	Permits & Rentals - Public	80	17	63	5	12.6	\$8.30	\$58.30	\$9.68	\$67.98	\$11.28	\$79.26	\$13.16	\$92.42	\$15.34	\$107.76
Scout Hut Un-Staffed		\$50.00																
Main floor only																		
Elective services																		
Audio/Visual Amenities																		
Speakers, microphone, "plug-n-play" set up and projection in plaza, annex ballroom or Scout Hut interior		\$280.00																
Plaza Electrical Access		\$35.00																
Microphone (max 2)		\$25.00																
Additional Satellite Speaker		\$75.00																
Projector (when not included in package)		\$75.00																
Laptop/HDMI		\$25.00																
Owl/Streaming Services		\$50.00																
Theater Sound (8 hours)		\$320.00																
Theater Lighting (8 hours)		\$320.00																
Additional Tech Hours (anywhere outside of theater)		\$35.00																
Additional Tech Hours in Theater		\$40/per service																
Small Sound System (offsite set up)		\$200.00																
Concert Sound		outsourced																
On Call Tech Hours																		
Theater Package - TBD		TBD																
Marketing/Ticketing for Events																		
Ticket Sales Administration Fee per show	\$35.00	\$50.00				0	1	0.0	\$1.40	\$36.40	\$1.46	\$37.86	\$1.51	\$39.37	\$1.57	\$40.95	\$1.64	\$42.58
Online Marketing Package	\$100.00	Eliminate				0	1	0.0	\$4.00	\$104.00	\$4.16	\$108.16	\$4.33	\$112.49	\$4.50	\$116.99	\$4.68	\$121.67
Staffing Personnel						0	1	0.0										
Sound Technician per hour 3 hour min	\$30.00	\$40/hr				0	1	0.0	\$1.20	\$31.20	\$1.25	\$32.45	\$1.30	\$33.75	\$1.35	\$35.10	\$1.40	\$36.50
Lighting Technician per hour 3 hour min	\$30.00	\$40/hr				0	1	0.0	\$1.20	\$31.20	\$1.25	\$32.45	\$1.30	\$33.75	\$1.35	\$35.10	\$1.40	\$36.50
Bartender(s)	\$35.00	45/hr				0	1	0.0	\$1.40	\$36.40	\$1.46	\$37.86	\$1.51	\$39.37	\$1.57	\$40.95	\$1.64	\$42.58
Event Coordinator	\$35.00	100/hr				0	1	0.0	\$1.40	\$36.40	\$1.46	\$37.86	\$1.51	\$39.37	\$1.57	\$40.95	\$1.64	\$42.58

4%



City Council Action Form

Department	Presented By	Date
Finance	Aimee Tihonovich - Finance Director	November 4, 2025

Agenda Item

Resolution 2025-52: an amendment to resolution 2024-64 establishing budget and appropriations by fund for the City of Salida operations for calendar year 2025.

Background

A budget is a planning tool and it is important to revisit the plan periodically to evaluate for updates. An amendment to the 2025 budget is deemed to be necessary to accommodate the updates as outlined in the attached resolution.

Recommendation

Staff recommends adopting the budget amendment resolution.

Fiscal Impact

This amendment increases the spending authority in the 2024 budget by \$475,000, the increased spending is offset by revenue increases (grants and increased revenue collections).

Motion

After holding a public hearing, A City Councilmember should state "I move to _____ Resolution # 2025-52 amending resolution 2024-64 establishing budget and appropriations by fund for the City of Salida operations for calendar year 2025", followed by a second and a roll call vote.

**City of Salida, Colorado
Resolutions No. 52
Series of 2025**

An amendment to resolution 2024-64 establishing budget and appropriations by fund for the City of Salida operations for calendar year 2025

WHEREAS, City Council adopted Resolution No. 2024-64, dated October 15, 2024, establishing the Budget and appropriations by fund for the City of Salida operations in calendar year 2025; and

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

WHEREAS, this Council has determined an amendment to the 2025 budget and appropriations for the Capital Improvement Projects (CIP) Fund in the amount of \$350,000 is necessary to account for a solar system project for the fire station that was not in the original budget. This amendment is offset by grant revenues; and

WHEREAS, this Council has determined an amendment to the 2025 budget and appropriations for the Lodging Tax Fund in the amount of \$125,000 is warranted as an updated estimate of how much lodging tax revenues will be earned and transferred to the general fund to offset operating costs for Parks and Recreation and Arts & Culture. This amendment will be offset with an equal increase in lodging tax revenues.

Now therefore, be it resolved by the City Council of the City of Salida, Colorado that:

The budgets and appropriations by fund for calendar year 2025 be amended as follows:

Fund	Original Budget Reso No. 2024-64	Amendment	Amended Budget & Appropriation
Estimated Revenues:			
General Fund	\$ 13,552,240		\$ 13,552,240
Water Fund	\$ 2,481,700		\$ 2,481,700
Wastewater Fund	\$ 2,805,648		\$ 2,805,648
Conservation Trust Fund	\$ 81,000		\$ 81,000
Streets Fund	\$ 7,361,000		\$ 7,361,000
Capital Improvement Fund	\$ 715,000	\$ 225,000	\$ 940,000
Economic Development Fund	\$ 101,000		\$ 101,000
Lodging Tax Fund	\$ 400,000	\$ 125,000	\$ 525,000
Housing Fund	\$ 5,253,700		\$ 5,253,700
	\$ 32,751,288	\$ 350,000	\$ 33,101,288
Estimated Expenditures:			
General Fund	\$ 16,134,610		\$ 16,134,610
Water Fund	\$ 4,992,611		\$ 4,992,611
Wastewater Fund	\$ 2,964,596		\$ 2,964,596
Conservation Trust Fund	\$ 280,500		\$ 280,500
Streets Fund	\$ 6,891,066		\$ 6,891,066
Capital Improvement Fund	\$ 915,000	\$ 350,000	\$ 1,265,000
Economic Development Fund	\$ 191,500		\$ 191,500
Lodging Tax Fund	\$ 400,000	\$ 125,000	\$ 525,000
Housing Fund	\$ 6,070,000		\$ 6,070,000
	\$ 38,839,883	\$ 475,000	\$ 39,314,883

Resolved, Approved and Adopted this 4thth day of November, 2025.

CITY OF SALIDA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk/Deputy City Clerk



City Council Action Form

Department	Presented By	Date
Administration	Kristi Keller - City Clerk	November 4, 2025

Agenda Item

Ordinance 2025-23 - An Ordinance of the City Council of the City of Salida, Colorado Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the Chaffee County Residency Requirement for Short-Term Rental Business Licenses. **Second Reading and Public Hearing.**

Background

At the direction of City Council, staff is proposing an amendment to Chapter 6 of the Salida Municipal Code to remove the residency requirement for obtaining a short-term rental (STR) license.

Under current Salida Municipal Code, applicants must be bona fide residents of Chaffee County to be eligible for an STR license. Residency must be verified with at least two valid documents, such as a Colorado driver's license, voter registration, valid motor vehicle registration, or income tax documentation listing a Chaffee County address.

The Clerk's Office is responsible for verifying the residency documentation upon submission of an STR application to ensure compliance with the municipal code.

The proposed ordinance removes the requirement for STR license applicants to reside in Chaffee County, expanding eligibility and simplifying the application process.

Recommendation

Staff recommends the City Council approve the amendments to Chapter 6 of the Salida Municipal Code to remove the residency requirement for short-term rental licenses.

Fiscal Impact

There is no direct fiscal impact.

Motion

A Councilmember should state " I move to _____ Ordinance 2025-23 regarding the Chaffee County Residency Requirement for Short-Term Rental Business Licenses." Followed by a second and a roll call vote.

**City Of Salida, Colorado
Ordinance No. 23
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Removing Subsection 6-6-20(g) of the Salida Municipal Code, regarding the
Chaffee County Residency Requirement for Short-Term Rental Business Licenses**

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

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

WHEREAS, pursuant to Title 31, Article 15 of the Colorado Revised Statutes, the City also possesses the authority to license and regulate businesses; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations concerning short-term rentals within Chapter 6, Business Licenses and Regulations; and

WHEREAS, on October 5, 2021, Council adopted Ordinance 2021-15 to address the severe shortage of housing and long-term rental units for the local workforce, and due to the diversion of the existing housing stock for short-term rental licenses after and during the COVID pandemic which significantly contributed to the City’s housing shortage and had a direct and indirect impact on the availability and affordability of housing; and

WHEREAS, the Council has recently held various work sessions and public discussions regarding the City’s Short-Term Rental Business Licenses; and

WHEREAS, such feedback and related analysis has yielded the conclusion that four years after Ordinance 2021-15, minor tweaks are desired to the City’s Short-Term Rental Business License regulations; and

WHEREAS, specifically, the Council desires to remove the Chaffee County residency requirement in Salida Municipal Code subsection 6-6-20(g), while keeping all other reasonable restrictions and limitations regarding Short-Term Business Licenses; and

WHEREAS, the Council finds that it is necessary for the public health, safety and welfare of its present and future residents, property owners, businesses, customers, economy and tax base of Salida to amend Chapter 6, Article VI, regarding short-term rental licenses, by the removal of subsection 6-6-20(g).

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by Council.

Section 2. Section 6-6-20, entitled Licensing; limitations; requirements, is hereby amended by the removal of subsection (g), and the subsequent re-lettering, as follows:

Sec. 6-6-20. Licensing; limitations requirements.

...

~~(g) Chaffee County residency. To be eligible to apply for a short-term rental license, the applicant and owner of the property to be rented must be a bona fide resident of Chaffee County, pursuant to the following requirements, restrictions and parameters:~~

~~(1) Bona fide residency in Chaffee County shall be documented and established by two (2) or more of the following:~~

~~a. Valid driver's license or Colorado identification card;~~

~~b. Current voter registration;~~

~~c. Valid motor vehicle registration;~~

~~d. Document(s) designating a primary residence for income tax purposes.~~

~~(2) If there is a corporate owner of the property, the person controlling the corporate owner must establish bona fide residency in Chaffee County, as required above, and must provide proof of operating agreements or documentation filed with the Colorado Secretary of State establishing that person's control of the corporate owner.~~

~~(3) Current and valid documentation required by this Article must be provided to the City on an annual basis, for all new and renewal applications.~~

~~(4) Each licensee shall submit to the City, on an annual basis, for all new and renewal applications, an affidavit, signed by the applicant and notarized, attesting, under penalty of perjury, to bona fide residency in Chaffee County, as well as confirmation of the validity of all documentation submitted pursuant to this Article.~~

~~(5) All short-term rental units already licensed with the City as of December 19, 2021, the effective date of Ordinance 2021-17, may continue to operate and renew annually regardless of the Chaffee County residency eligibility requirements of this subsection (g) until such time that the property changes ownership, or the person(s) controlling the corporate owner of the property changes, or until such time the short-term rental license is revoked or abandoned pursuant to this Article. Furthermore, owners of property purchased, or under valid and executed contract to be purchased, prior to December 19, 2021 may apply for a short-term rental license regardless of the eligibility requirements of this subsection (g), provided such license application is filed on or before June 1, 2022, and provided that the unit existed or had a valid building permit for construction before December 19, 2021. If such a property had a valid building permit for construction before December 19, 2021, and is unable to obtain a Certificate of Occupancy before June 1, 2022, such property owner may apply for an~~

~~extension, in writing, to the City Administrator, except that if such extension is granted, the short-term rental license shall be filed on or before June 1, 2023.~~

~~(6) Exceptions to the residency requirements in this subsection (g) can be granted only upon City Council's sole discretion related to a land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.~~

(h) **(g)** The maximum number of short-term rentals in the non-residential zones (e.g., RMU, C-1, C-2 and I) shall not exceed the caps in the following neighborhoods and designated areas, as illustrated in "Exhibit A" to Ordinance 2021-15, a running tally of which shall be kept with the City Clerk's office along with the most recent neighborhood map, and open for public inspection at all times during business hours:

- (1) C-2/Historic Downtown: Ninety-nine (99) short-term rental licenses.
- (2) Highway 291 Corridor: Seventy-one (71) short-term rental licenses.
- (3) Industrial Corridor: Sixteen (16) short-term rental licenses.
- (4) Highway 50 corridor: Forty-six (46) short-term rental licenses.

(i) **(h)** The caps in subsection (h) of this Section 6-6-20 can be exceeded only upon City Council's sole discretion related to a land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.

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

Introduced on First Reading, on the 21st day of October, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 24th day of October, 2025, and set for Second Reading and Public Hearing on the 4th day of November, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 4th day of November, 2025.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____,
20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk