City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
August 4, 2026 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_IJIzcmIQTgqcTEDomhRz5A
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

Call to Order

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

All matters listed under the Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.

1. Approve Agenda

2. Approve July 21, 2026 Minutes

3. Approve the Financial condition Monitoring and Revenue Response Policy

4. Approve contract with Mid America Pool Renovation, Inc.

5. **Ordinance 2026-22** An Ordinance of the City Council of the City of Salida, Colorado, Amending Chapter 6, Article VI of the Salida Municipal Code Concerning Residency and Annual Active Use Requirements for Short Term Rental Licenses. **Approve on first reading and set second reading and public hearing for September 1, 2026**

Citizen Comment–Three (3) Minute Time Limit

Unfinished Business / Action Items

6. **Ordinance 2026-19** An Ordinance of the City Council of the City of Salida, Colorado Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of Data Centers in the City of Salida, Colorado. **Second reading and public hearing**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.

7. **Ordinance 2026-20** An Ordinance of the City Council of the City of Salida, Colorado Enacting Section 2-2-90 of Chapter 2 of the Salida Municipal Code, Regarding Administration and Personnel, to add Removal and Sanction Procedures for Members of City Council. **Second Reading and Public Hearing**

New Business / Action Items

Councilors, Mayor and City Treasurer Reports

Council Reports

Pappenfort - CHA
Martin - Sustainability Committee
Stephens - Airport Board
Fontana - Finance Committee and Greater Salida Recreation Corporation Board
Rovinsky - PROST Board
Schreiner - Finance Committee and ACAC

Mayor Report

Mayor Critelli

Attorney Report

Treasurer Report

Department Updates

Adjourn

City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
July 21, 2026 at 6:00 PM

Minutes

Please register for Regular City Council Meeting
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After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

Call to Order at 6:00 PM

Pledge of Allegiance

Roll Call

PRESENT

Council Member Joey Rovinsky
Council Member Wayles Martin
Council Member Shelley Schreiner
Council Member Alisa Pappenfort
Council Member Suzanne Fontana
Council Member Aaron Stephens
Treasurer Ben Gilling
Mayor Justin Critelli

Amendment(s) to Agenda

Consent Agenda

All matters listed under the Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.

Council Member Schreiner moved to combine and approve the items on the consent agenda, seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

Approve Agenda

Approve July 7, 2026 Minutes

Approve Special Events Liquor License for Jazz Fest.

Ordinance 2026-21 An Ordinance of the City Council of the City of Salida, Colorado, Approving Amendments to Chapter 16, Land Use Code. **Approve on first reading and set second reading and public hearing for August 18, 2026.**

Motion Passed

Citizen Comment–Three (3) Minute Time Limit – Adelaide Leavens and Adam Martinez spoke during citizen comment.

Unfinished Business / Action Items

New Business / Action Items

Executive Session

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); for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e); and for personnel matters where the employee(s) have not requested an open meeting under C.R.S. Section 24-6-402(4)(f) and the following additional details are provided for identification purposes: **Various law enforcement agreements with Chaffee County, and City Police Department procedural practices.**

Council Member Pappenfort moved to go into Executive Session, Seconded by Council Member Martin.
Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

MOTION PASSED

Council entered into Executive Session at 6:07pm and returned to the Regular Meeting at 8:20pm

Councilors, Mayor and City Treasurer Reports

Council Reports
Pappenfort - CHA
Martin – Sustainability Committee
Stephens - Airport Board
Fontana - Finance Committee and Greater Salida Recreation Corporation Board
Rovinsky – PROST Board
Schreiner - Finance Committee

Reports were given.

Mayor Report
Mayor Critelli
Report was given.

Attorney Report

Report was given.

Treasurer Report

Report was given.

Department Updates

Adjourn Meeting adjourned at 8:50 pm

CITY OF SALIDA

SEAL

COLORADO

City Clerk | Deputy City Clerk

Mayor

City Council Action Form

Department	Presented By	Date
Finance	Taylor Webb - Finance Director	August 4, 2026

Agenda Item

Consent Agenda

Adopt the Financial Condition Monitoring and Revenue Response Policy.

Background

In January 2024, City Council adopted the Revenue Reduction Response Policy, which established a framework for responding to significant revenue shortfalls while minimizing disruption to city operations and essential services. The proposed Financial Condition Monitoring and Revenue Response Policy incorporates the existing policy into a broader financial management framework that emphasizes proactive monitoring, early identification of fiscal stress and timely response actions. The policy establishes key financial indicators, monitoring responsibilities, financial condition status levels, and response strategies designed to promote long-term financial sustainability, maintain reserve targets and support informed decision-making by City staff, the Finance Committee and City Council.

The City's attorney has reviewed this policy.

Recommendation

To adopt the Financial Condition Monitoring and Revenue Response Policy.

Fiscal Impact

There is no fiscal impact.

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.

Financial Condition Monitoring and Revenue Response Policy

Introduction
The City desires to have a proactive framework for monitoring financial conditions, identifying fiscal stress early, supporting effective financial planning and risk management, and implementing timely response actions when unforeseen challenges, economic uncertainty, or revenue shortfalls affect the City's financial condition.

This integrated policy combines ongoing financial condition monitoring with the previous Revenue Reduction Response framework so that financial concerns can be identified early, evaluated objectively, communicated clearly, and addressed in a manner that protects essential services and long-term fiscal sustainability.

Purpose
The purpose of this policy is to:

- Promote long-term financial sustainability and protect the City's service levels
- Establish objective financial health indicators and early warning signs of fiscal stress
- Define management, Finance Committee and Council responses before significant budget deficits occur
- Maintain the City's Unassigned Fund Balance Reserve Policy target of 25% unless modified by Council
- Formalize ongoing oversight by the Finance Department, Finance Committee and City Council

Scope
This policy applies to all departments, officials and employees of the municipality responsible for budget planning, expenditure management, revenue generation, purchasing, staffing decisions, capital planning, and related financial or operational decisions.

Policy Framework:
The City shall monitor five primary areas of financial health and use those indicators to determine the appropriate financial condition status and response level.

Financial Health Area	Purpose	Key Indicators
Revenue Health	Measures the strength and sustainability of City revenues	Sales tax YTD growth; rolling 3-month sales tax trend; lodging tax and short-term rental tax trend; revenue budget accuracy
Expenditure Health	Measures whether expenditures remain aligned with approved budgets	Budget burn rate; department budget variances; personnel cost ratio; vacancy savings dependence; capital spending progress
Reserve & Liquidity Health	Measures the City's ability to absorb financial disruptions.	Unassigned fund balance percentage; reserve consumption rate; months of operating coverage; cash position trend

Structural Balance	Measures whether recurring revenues support recurring expenditures.	Revenue growth vs expenditure growth; recurring revenue coverage; reliance on one-time revenues
Economic Indicators	Measures broader economic conditions that influence City revenues.	Taxable sales; building permit activity; lodging occupancy trends; tourism-related tax revenues; county unemployment

Financial Monitoring Responsibilities:

Role	Responsibility
Finance Office	Monthly monitoring, budget tracking, KPI reporting, and preparation of financial condition updates
City Administrator	Operational response, coordination of department action items, and recommendation of management-level financial responses
Finance Committee	Review financial condition reports, discuss emerging concerns, and recommend actions or escalation when appropriate
City Council	Provide policy direction, approve major decisions, consider budget amendments, and guide formal fiscal recovery strategies when needed

Financial Condition Status and Response Levels:

Status	Characteristics	Typical Triggers	Response
Green "Financially Strong"	Revenues meeting expectations; expenditures within budget; reserves above policy; positive long-term outlook	No signficant warning conditions	Normal monitoring & quarterly forecasting
Yellow "Watch"	Emerging concerns; revenue softness; spending trends require attention	Two or more yellow indicators; revenue forecast reductions; reserve projections approaching policy minimum	Increased monitoring, hiring & overtime review, and revenue reforecast
Orange "Corrective Action"	Meaningful deterioration in financial condition; structural concerns emerging	Revenue decline between 3-5%; reserve projections below 25%; structural imbalance forecast	Capital project review, vacancy management, and department reduction planning
Red "Fiscal Stress"	Significant financial risk; reserve depletion; sustained revenue decline	Revenue decline greater than 5%; reserve levels below 20%; structural operating deficit; significant cash flow concerns	Formal activation of Revenue Reduction Response Policy; spending restrictions, budget amendments, multi-year financial recovery plan

Financial Health Dashboard:

Category / KPI	Green	Yellow	Orange	Red
Revenue Trends				
Sales Tax YTD Growth	> 2% growth	0 – 2%	-3% to 0%	< -3%
3-Month Trend	Positive	Flat	-2% to -5%	> -5%
Revenue vs Budget Accuracy	Within 2%	Within 3%	Within 5%	> 5% variance
Expenditure Trends				
Budget Burn Rate	Within 5%	5 - 8%	8 - 10%	> 10%
Personnel Cost Ratio	Stable	Slight Increase	Growing Concern	Unsustainable
Reserves & Liquidity				
Unassigned Fund Balance	> 30%	25 - 30%	20 - 25%	< 20%
Months of Operating Coverage	> 6 months	5 - 6 months	4 - 5 months	< 4 months
Structural Balance				
Revenue Growth vs Expense Growth	Revenue Exceeds Expenses	Equal	Expenses grow sligthly faster	Significant imbalance
Recurring Revenue vs Recurring Expenses	Positive	Near break-even	Weakening	Structural deficit

Revenue Reduction Response Process:

When monitoring identifies a revenue reduction, projected structural imbalance, reserve concern, or other fiscal stress condition, the Finance Office shall work with the City Administrator, Finance Committee, and relevant departments to assess the shortfall, determine the likely impact on budgetary requirements, and recommend a proportional response.

Assessment of Revenue Reduction:

- Monitor revenue streams, expenditure trends, reserve levels, debt obligations, and economic indicators to identify reductions or risk early.
- Conduct a comprehensive analysis to determine the extent of the shortfall, expected duration, likelihood of recovery, and effect on services, reserves, capital plans, and fund balance targets.
- Evaluate whether the issue appears temporary, recurring, or structural, and whether it requires management response, Council direction, or formal budget amendment.

Budget Adjustments and Response Tools:

The Finance Office shall develop recommendations for budgetary adjustments that address the revenue reduction while maintaining essential services and programs. In developing recommendations, input should be sought from affected departments and other stakeholders as appropriate.

- Implement spending freezes or reductions in non-essential areas.
- Defer discretionary expenditures or capital projects.
- Review hiring, overtime, vacancies, and position funding assumptions.
- Explore cost-saving measures such as contract renegotiation, service consolidation, process efficiencies, and elimination of waste.
- Evaluate revenue enhancement strategies such as fee adjustments, charges for service, grants, partnerships, or alternative funding sources.
- Utilizing reserve funds or contingency reserves when appropriate to mitigate short-term impacts, while preserving the City's long-term reserve policy goals.
- Prepare formal budget amendments when needed for transparency, legal compliance, Council direction, or clear public communication.

Guidelines for Developing Budget Reduction Plans:

- A comprehensive assessment of the City's financial situation to include current revenue projections, expenditure trends, reserve levels and debt obligations will be performed.
- Essential services that must be protected from severe cuts should be identified. Spending reductions will be prioritized based on their impact on public safety, service delivery, and long-term fiscal sustainability.

- Generally, the focus shall be on maintaining police, fire, infrastructure maintenance and water and sewer services at the highest possible levels.
- Performance metrics and data-driven analysis will be implemented to evaluate the effectiveness and efficiency of programs and services. This information will be used to identify opportunities for streamlining operations and reducing waste.
- Revenue enhancements strategies such as fees, charges for service and pursuing grants or partnerships will be explored.
- Reserve spending will be explored to maintain services in the near term if the revenue shortfall is expected to be temporary. The City will consider that it is an economic driver and may help keep the economy going by not making drastic cuts initially when considering reserve spending measures.

Communication and Transparency:

- The Finance Department shall communicate regularly with department heads, elected officials, and other stakeholders to provide updates on the financial status of the municipality and any proposed budgetary adjustments.
- Transparent communication with the public shall be maintained through the dissemination of relevant information regarding the revenue reduction, its implications, and the measures being taken to address the shortfall.
- Financial condition updates should identify key indicators, dashboard status, major variances, revenue assumptions, reserve levels, and recommended action items.

TABOR Emergency Reserve Fund:

The City maintains an emergency fund as required by the Taxpayer's Bill of Rights (TABOR). The definition of "emergency" under this statute excludes economic conditions, revenue shortfalls, and salary or fringe benefit increases.

- TABOR emergency funds may only be used for declared emergencies such as natural disasters or public health emergencies, and use of such funds must be repaid in the following year.
- Any plan to spend TABOR reserves requires full legal review before implementation.

Monitoring and Review:

This policy shall take effect upon approval and shall be reviewed periodically by the Finance Director, City Administrator, Finance Committee, and City Council. The policy may be updated as needed to reflect changes in financial condition, reserve policy targets, legal requirements, best fiscal practices, or Council direction.

Approved and adopted by:

__________________________________ Mayor   ________________ Date Approved

City Council Action Form

Department	Presented By	Date
Arts, Parks, Recreation and Culture (APRC)	Diesel Post – Director of APRC	8/4/2026

Agenda Item

Approval of a Contract with Mid America Pool Renovation, Inc. for Replacement of the Pool Liner at the Salida Hot Springs Aquatic Center

Background

A pool liner is the finished surface applied over the concrete vessel that forms the structural shell of a pool. The concrete vessel provides the shape and structure, but it is not watertight or finished on its own; it is lined with a surface product, and liner options range from plastic membrane systems to malleable fabric membranes to exposed aggregate and plaster finishes. The liner product determines watertightness, durability, appearance, and maintenance requirements.

The Salida Hot Springs Aquatic Center's existing liner, DiamondBright, was installed approximately 12 years ago and carried a 7-year manufacturer warranty. During the most recent seasonal closure, staff determined that the existing liner has failed and must be replaced in both the leisure pool and the lap pool.

Staff researched liner replacement products and evaluated available options. Most comparable liner products, including DiamondBright, carry a 7 to 12-year warranty. Staff recommends InterGlass, which carries a 25-year warranty — more than three times the industry-standard coverage — providing significantly greater long-term value and reduced lifecycle replacement frequency.

Staff reached out to three companies offering products comparable to InterGlass with a warranty of twenty years or more. Mid-America Pool Renovation, Inc was the only company that engaged with staff and provided an estimate.

Recommendation

Staff recommends Council approve, via the consent agenda, a contract with Mid America Pool Renovation, Inc. for installation of the InterGlass pool liner system in both the leisure pool and the lap pool at the Salida Hot Springs Aquatic Center.

Fiscal Impact

This project is funded through the Open Space and Park Dedication Fee-in-Lieu Fund. This is a fund restricted solely for the acquisition and improvement of parks, open space, trails and other recreational facilities within the community. This will be a part of a future budget amendment.

Fiscal Impact Summary	Amount
Contract Amount – Mid America Pool Renovation, Inc. (InterGlass liner, leisure pool and lap pool)	$352,820.00
Contingency (10%)	$35,282.00
Total Project Cost	**$388,102.00**

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.

Attachments

- Contract with Mid America Pool Renovation, Inc.

CONSTRUCTION CONTRACT

This **CONSTRUCTION CONTRACT** ("Contract" or "Agreement") is entered into this Eight day of August, 2026 by and between the City of Salida, Colorado ("Owner") and Mid-America Pool Renovation, Inc. ("Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows:

Replacing the pool liner of the leisure (kiddy) and lap pool at the Salida Hot Springs Aquatics Center.

ARTICLE 2. THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Prep Waterline Tile Remove and Prep the 6" of Waterline tile between the Lap and Kiddy Pool. Install Waterline Tile Supply and Install 6" of Waterline Tile on Lap and Kiddy Pool Prep Inter-Glass Resurfacing Lap and Kiddy Pool. Install White Inter-Glass Lap and kiddy Pool, Includes new race lanes and targets. Add a bench to the kiddy pool Note: Bench will need to cure for 30 days before inter-glass installation.(the "Project").

ARTICLE 3. OWNER'S REPRESENTATIVE

3.01 shall serve as the Owner's representative ("Representative") and shall assume all duties and responsibilities and have the rights and authority assigned to Representative and Owner in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time is of the Essence

A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Contractor shall achieve Substantial Completion within 120 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 120 calendar days of the issuance by the Owner of a Notice to Proceed.

4.03 Liquidated Damages

A. Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor shall reimburse the Owner for the additional expenses and damages for each calendar day (Sundays and holidays excluded) that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expenses and damages, incurred by reason of failure to complete the work, shall be $1,500.00 per day and shall be doubled to $3,000.00 per day after 30 days. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would, in such event, sustain.

B. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor and the Owner is authorized to deduct the amount of such damages from any monies due to the Contractor for Work performed or material furnished under this Agreement and the Contractor and his Sureties shall be liable for any excess. Owner shall have the right to sue for, and recover, compensation for damages for nonperformance of this Contract.

C. In the event no funds are due to the Contractor at a time when Contractor becomes liable to Owner for liquidated damages, Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.

D. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner: (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times; and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor three hundred and fifty-two thousand, eight hundred and twenty dollars ($352,820) for completion of the Work in accordance with the Contract Documents, subject to mutually agreed upon written and executed adjustments under the terms of the Contract, at the prices stated in the Contractor's Bid attached hereto as **Exhibit A**

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Representative.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments towards the Contract Price, less five (5%) percent for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Representative, and provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Representative's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including, but not limited to liquidated damages, in accordance with the Contract.

1. Ninety-five percent (95%) of Work completed (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work as recommended by the Representative, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 7. PROJECT WARRANTIES

7.01 Contractor's warranties in respect to the Work (the "Project Warranties") are as follows:

A. Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work to the Owner's satisfaction.

B. Salida Municipal Code § 16-2-20(f) additionally requires the following:

An applicant or developer shall warrant any and all public improvements constructed by the applicant or developer which are conveyed or dedicated to the City pursuant to the subdivision improvements agreement or development improvements agreement for a period of one (1) year from the date the City Engineer certifies that the same conform to the approved specifications. In addition, all other improvements such as shallow utility installations and other improvements as shown in approved construction drawings submitted to the City shall be warranted for a period of two (2) years following completion and approval. Specifically, but not by way of limitation, the applicant or developer shall warrant the following:

(1) That the title conveyed shall be good and its transfer rightful; and

(2) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

(3) Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship

C. If at any time within the applicable warranty period from the date on which the Project Warranties commenced any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 8. INSURANCE

8.01 Insurance Requirements: Contractor shall not commence work under this Agreement until Contractor has obtained, at its own expense, all insurance required under this Article and the insurance has been approved by the City Administrator or their designee. The City of Salida, its elected officials, Officials, employees, and agents shall be named as an additional insureds on each policy of insurance and each policy shall contain a severability of interests provision. Certificates of insurance shall be issued prior to execution of the Notice to Proceed and shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to Owner. Additionally, Contractor shall not allow any approved subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. For the duration of this Agreement, Contractor must continuously maintain the insurance coverage required herein with at least the minimum insurance coverage listed below:

A. **Commercial General Liability Insurance:** At a minimum, combined single limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

B. **Workers' Compensation and Employer's Liability:** Workers' compensation insurance to cover all obligations imposed by applicable law for all of Contractor's employees engaged in the performance of work under this agreement, including occupational disease coverage, in accordance with scope and limits as required by the State of Colorado.

C. **Comprehensive Automobile Liability Insurance:** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) for each occurrence with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage.

D. **Builder's Risk Insurance:** Builder's Risk Insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect Contractor and Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds Ten Thousand Dollars ($10,000). The policy shall provide for losses to be payable to Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor or the Owner.

E. **Professional Liability/Errors and Omissions Insurance:** If professional services (such as architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years to commence upon substantial completion of the Project.

ARTICLE 9. CONTRACTOR'S REPRESENTATIONS

9.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined, carefully studied, and familiarized himself with the nature and extent of the Contract Documents and the other related data identified in the Bidding Documents as well as work, locality, and all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the works.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work in addition to carefully studying all reports of investigations and tests of subsurface and latent physical conditions at the site, or otherwise, affecting the cost, progress, or performance of the Work which were relied upon by the Representative in the preparation of the Contract Documents and which have been identified in the Special Conditions.

C. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

G. Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Representative is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor warrants and guarantees to Owner and Representative that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.

L. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 10. CONTRACT DOCUMENTS

10.01 Contents

A. Is this project federally funded?

☐ Yes
☒ No

B. Is this project state funded?

☐ Yes
☒ No

C. In addition to any documents identified in Sections 10.01.A and 10.01.B, this Agreement and the following Contract Documents comprise the entire agreement between Owner and Contractor, are attached to this Agreement and incorporated by reference as if fully set forth herein, and consist of the following:

☐ Bidding Documents;
☐ General Conditions
☐ Supplementary Conditions
☐ Technical Specifications;
☐ Measurement and Payment Provisions;
☐ Construction Plans;
☐ Labor & Materials Payment Bond;
☐ Performance Bond;
☐ Bid Form;
☐ Change Orders;
☐ ____________________

D. There are no Contract Documents other than those listed above in this Article.

E. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 11. PERFORMANCE, WARRANTY, AND PAYMENT BONDS

11.01 Consistent with C.R.S. § 38-26-105, Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Owner, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the warranty period. These bonds shall remain in effect until at least one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as: (i) are licensed to conduct business in the State of Colorado; and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner

ARTICLE 12. NO LIEN RIGHTS

12.01 Contractor understands that if this is a contract for the design, construction, repair, or remodel of a public building or public work in an amount exceeding $50,000.00, it is governed by C.R.S. §§ 38-26-105 through 107 as may be amended. Contractor further understands that these statutory provisions are in lieu of any lien rights. Contractor also understands that failure on the part of Contractor, any Subcontractor(s), or any other entity furnishing labor or supplies to the Project to follow the said statutory provisions in filing any claim for payment, and that failure on the part of any such claimant to comply with said statutory requirements shall relieve Owner from any liability for making payment to such claimant. Contractors agrees to include this provision in any and all Subcontracts.

ARTICLE 13. FINAL SETTLEMENT FOR PUBLIC WORKS CONTRACTS

13.01 This Article only applies to contracts for the design, construction, repair, or remodel of a public building or public work in an amount exceeding $150,000.00.

13.02 If, on the basis of Owner’s observation of the Project during construction and final inspection, and Owner’s review of the final invoice and accompanying documentation as required by this Agreement, Owner is satisfied that the Project has been completed and Contractor's other obligations under this Agreement have been fulfilled, Owner will, within ten days after receipt of the final invoice, schedule a date for final settlement, which date shall be within sixty (60) days after the Work is completed satisfactorily and finally accepted by the City. The date of final settlement shall be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper of general circulation published in Chaffee County. Alternatively, Owner will return the invoice to Contractor, indicating in writing the reasons for refusing to schedule final settlement, in which case Contractor shall make the necessary corrections and resubmit the invoice.

13.03 If Owner receives, at any time up to and including the date of final settlement, a notarized statement by any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor(s) in or about the performance of the Project, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Project, whose claim therefor has not been paid by Contractor or any Subcontractor(s), Owner shall withhold from all payments to Contractor sufficient funds to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agent or assign. Such funds shall not be withheld longer than ninety (90) days following the date of final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of such pending action is filed with Owner.

13.04 At the expiration of such ninety (90) day period, Owner shall pay to Contractor such monies and funds as are not the subject of suit and pending action notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of judgments that may result from such suit. At any time within ninety (90) days following the date of final settlement as published, any claimant whose claims have not been paid by Contractor or any Subcontractor(s) may commence an action to recover the same, individually or collectively, against the surety on the bonds provided herein.

13.05 Whenever a notarized statement of a claim has been filed in accordance with this Section, Contractor may substitute a bond, pursuant to C.R.S. § 38-26-108, as may be amended at which time Owner shall release the funds being withheld pursuant to the notarized statement of claim on the same terms and conditions as if the notarized statement of claim had been released by the claimant.

ARTICLE 14. MISCELLANEOUS

14.01 Indemnification

A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

14.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14.04 TABOR Provisions

A. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

B. Pursuant to C.R.S. § 24-91-103.6, the Owner has appropriated an amount equal to or in excess of the Contract amount. Owner shall not issue a Change Order, or other form of Order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract unless Contractor is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made.

14.05 Records and Ownership of Documents

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Salida upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or City contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

14.06 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.07 Independent Contractor

A. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

14.08 Third Party Beneficiaries

A. Nothing contained in this Agreement is intended to, or shall create, a contractual relationship with, cause of action in favor of, or claim for relief for, any third party including any agent, sub-consultant, or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

14.09 No Waiver of Governmental Immunity

A. Nothing herein is intended as, nor shall it be construed as, a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*., or any other applicable laws.

14.10 Force Majeure

A. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, pandemic, epidemic, civil disturbance, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

14.11 Governing Law, Venue, and Enforcement

A. This Agreement shall be governed by and interpreted according to the law of the state of Colorado. Venue for any action arising under this Agreement shall be in the appropriate Court in Chaffee County, Colorado. The Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement in order to reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement. The parties agree that the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

14.12 Termination of Contract

A. Owner may, at any time, terminate this Contract for the Owner's convenience and without cause, upon 30 days written notice.

14.13 Notice and Communications

A. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States Mail or hand deliver shall be utilized for notice required to be given under this Agreement. E-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail.

SALIDA:	**CONTRACTOR:**
City of Salida, Colorado	______________________________
448 E First Street, Suite 112	______________________________
Salida, Colorado 81201	______________________________
Attn: City Administrator Christy Doon	Attn: ________________________
Telephone: 719-530-2624	Telephone: __________________
E-mail: christy.doon@cityofsalida.com	E-mail: ____________________

14.14 Survival of Terms and Conditions

A. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

14.15 No Waiver of Rights

A. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

IN WITNESS WHEREOF, Owner and Contractor, or the Representative on its behalf, have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner, Contractor, and Representative. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

THIS AGREEMENT is executed and made effective as provided above.

OWNER:

☐ City Council Approval Required ☐ City Administrator Approval

By: ____________________________ By: ____________________________
Justin Critelli, Mayor Christy Doon, City Administrator

____________________________ ____________________________
Date Executed by the Owner Date Executed by Owner

ATTEST:

By: ____________________________
Kristi Keller, City Clerk

CONTRACTOR:

By: _____________________________________

Austin Kateusz, President

STATE OF)
COUNTY OF) ss.
The foregoing Construction Agreement was acknowledged before me this ____ day of ___________, 20____, by _______________________________ as ______________________________________ of ____, a _________________________________.
Witness my hand and official seal.
My commission expires: ___________.

____
Notary Public
(Required pursuant to C.R.S. § 8-40-202(2)(b)(IV))

Mid-America POOL RENOVATION, Inc.

CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this June 22, 2026 in Grandview, Missouri, by and between **Mid-America POOL RENOVATION, Inc.,** a Missouri corporation located at 5929 E. 154th Terrace, Grandview, MO 64030, hereinafter referred to as **"CONTRACTOR,"** and **Salida Hot Springs Aquatic Center** located at 410 W Rainbow Blvd Salida, CO 81201, hereinafter referred to as "**OWNER**."

CONTRACTOR and **OWNER**, in consideration of good and valuable consideration, mutual promises and covenants herein contained, the sufficiency of which is acknowledged by both parties hereto, agree as follows:

1. Scope of Work: The **CONTRACTOR** shall do all of the work and furnish all of the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the renovation of the swimming pool located at 410 W Rainbow Blvd Salida, CO 81201. Scope of the Work is detailed in the Proposal dated March 13, 2026 as addressed to Christy Doon representing the **OWNER**. **OWNER** acknowledges that permission is given to the **CONTRACTOR** to use the following utilities on site necessary to complete the contracted work (electricity & water). **Owners Representative** acknowledges **OWNER'S** legal permission to represent the **OWNER** in this **AGREEMENT**.

On indoor environments some residual dust may result which is inherent in some of our procedures. Depending on the environment some specialized additional clean-up may be desired. Such additional specialized clean-up beyond that which **CONTRACTOR** normally completes is left to the discretion and responsibility of the **OWNER**.

ALL ADDENDUMS and **EXHIBITS** to this **AGREEMENT** shall become part of this **AGREEMENT** only after written approval by both the **CONTRACTOR** and **OWNER**.

2. **OWNER** shall pay **CONTRACTOR** for the completion of the work contemplated herein in an amount equal to the sum of **$352,820.00** due and payable as follows upon substantial completion of each phase:

No deposit or down payment is required.

PRODUCT	PRICE
Prep Waterline Tile Remove and Prep the 6" of Waterline tile Between the Lap and Kiddy Pool	$12,025.00
Install Waterline Tile Supply and Install 6" of Waterline Tile on Lap and Kiddy Pool	$12,025.00

PRODUCT	PRICE
Prep INTER-GLASS® Resurfacing Lap and Kiddy Pool	$150,100.00
Install White INTER-GLASS® Lap and Kiddy Pool, Includes new racing lanes and targets	$150,100.00
Add a bench to the kiddy pool Note: Bench will need to cure for 30 days before INTER-GLASS installation	$15,000.00
4% Mobilization	$13,570.00

Total	**$352,820.00**

3. The **CONTRACTOR** warrants to the **OWNER** that the work contemplated herein will be performed in a timely and proper manner, and in accordance with the terms, conditions and specifications provided in this Agreement. **CONTRACTOR** further warrants that the Work listed in this **AGREEMENT** will be performed to accepted swimming pool industry standards.

4. The **CONTRACTOR** shall furnish to the **OWNER** an Insurance Certificate by insurance companies properly licensed to do business in the States of Missouri and Colorado, and shall maintain the following insurance coverages:

a. Worker's Compensation and Employee Liability at statutory limits;
b. Automobile Liability at statutory limits;
c. Comprehensive General Liability with $2,000,000.00 limits

5. **DISPUTE RESOLUTION CLAUSE:** Any controversy or claim by the **CONTRACTOR** or **OWNER** arising out of or related to this **AGREEMENT** or its alleged breach which cannot be resolved by mutual agreement shall be settled by arbitration in accordance with the construction industry rules of the American Arbitration Association in effect on the date of this **AGREEMENT**, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Should arbitration or litigation be necessary to enforce the terms of this **AGREEMENT**, the **OWNER** and **CONTRACTOR** agree that the prevailing party shall recover in addition to any other amounts awarded by an arbitrator, all reasonable attorney's fee's incurred in the arbitration and in any court proceeding to enforce the terms of an arbitration award under this Provision.

6. **INDEMNIFICATON CLAUSE:** To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold the **OWNER**, its officers, directors, members, agents and employees harmless from all claims for bodily injury and property damage, other than to the Work itself and other property that may already be insured and that may arise from the performance of the Work described in this **AGREEMENT**, but only to the extent of the negligent acts or omissions of the **CONTRACTOR**, any Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The **CONTRACTOR** shall not be required to defend, indemnify or hold harmless the **OWNER**, its officers, directors,

members, agents or employees, or any parties directly or indirectly employed by any of them for any of their negligent acts or omissions.

7. **CONCEALED / DISCOVERED OBJECT or CONDITION CLAUSE:** During all excavations, removals, diggings and / or cuttings, **CONTRACTOR** will contact 1-800-DIG-RITE where available, a similar type service in areas where 1-800-DIG-RITE is not available, or the utility companies directly, to protect against damages to or from concealed utilities' pipes, conduits or fixtures.

Owner acknowledges that if there are any underground electric, water, gas, sewer and cable lines and facilities past the utilities' supply meter, these are generally not covered under the 'Dig-Right' service, and it is the responsibility of the Owner to specify the location of those facilities, clearly mark the routes, and to inform Contractor of their existence and location in a timely manner. If any unknown concealed lines or facilities are damaged or cut through **Discovery** after Work begins, the Owner accepts responsibility and repair costs.

By executing this Agreement, the **OWNER** represents and warrants that the **OWNER** has disclosed to **CONTRACTOR** the location of all cables, pipes, conduits, and any other concealed or underground objects (collectively, "Concealed Objects or Conditions") that the **OWNER** knows or has reason to know to be present in the vicinity of the project, including but not limited to objects resulting from prior construction activities, (e.g., one concrete deck added onto the top of another concrete deck or pool shells built into previously existing pool shells, etc.).

If, in the course of work on the project, the **CONTRACTOR** discovers a Concealed Object or Condition that was not identified, or not able to be identified pursuant to the start of the work, or not described, and including, but not limited to items already described pursuant to the three preceding paragraphs (a "Discovered Object or Condition") **CONTRACTOR** will report the discovery promptly to the **OWNER**. The **OWNER** hereby agrees to indemnify, defend, and hold **CONTRACTOR**, and its employees, officers, directors, shareholders, and agents harmless from and against any claims, suits, damages, costs, expenses (including reasonable attorneys' fees and costs), and losses directly or indirectly resulting from or arising out of any damage caused by or to any Discovered Object or Condition. The **OWNER** further agrees that any additional costs incurred by **CONTRACTOR** in the course of the project in efforts to remedy, repair, work around, or avoid damage to or from a Discovered Object or Condition that may have to be returned to its pre-discovered condition, even after delivery of a Written Change Order as defined in paragraph 9 below that may not be approved by the **OWNER**, will be added to the cost of the project and will be invoiced to and paid in full by the **OWNER**.

8. The **CONTRACTOR** shall furnish to the **OWNER** any necessary and required lien waivers from any sub-contractors that may be used (if any) on the work contemplated herein, and guarantees that title to all the work, materials and equipment provided shall pass to the **OWNER** upon full payment, to be free and clear of all liens, claims, security interests or other encumbrances.

9. To effect the full force of the warranties on the products, services, and equipment provided by the **CONTRACTOR** to the **OWNER**, the **OWNER** agrees that:

a. The **CONTRACTOR** shall have been paid the full contracted price upon substantial completion of all the work contemplated herein this **AGREEMENT** subject to the payment schedule as set forth above, along with any changes, additions, or alterations that the OWNER has specified in subsequent written agreements with CONTRACTOR.
b. If the **OWNER** withholds any of the contracted funds over a presumed warranty related matter specifically on any products, services or equipment furnished by the **CONTRACTOR**, the warranties

described or listed herein and in the proposal listed in paragraph (1), shall be null and void if any such presumed warranty related work, service or material is provided by any person except the **CONTRACTOR**, unless the **CONTRACTOR** has issued written permission to the **OWNER** allowing such work, services or materials to be provided by an agent other than the **CONTRACTOR**.

1. Any costs which the **OWNER** may entail from an endeavor by a third party as described above in (b) shall not become part of this **AGREEMENT**, nor shall be deducted from the full contracted price as set forth above and due the **CONTRACTOR**.

10. In an effort to prevent any disputes in this **AGREEMENT** or on the project between the **OWNER** and **CONTRACTOR**, any changes, alterations, additions or deletions of the work contemplated herein shall be recorded and executed by use of a **Written Change Order** to the **CONTRACTOR**.

11. This **AGREEMENT** shall be governed under the laws of the State of Colorado. **OWNER** and **CONTRACTOR** acknowledge and accept jurisdiction of the appropriate Colorado court.

12. Unless otherwise specified, **OWNER** will obtain all applicable permits.

13. The following general provisions shall apply to this **AGREEMENT**:

a. This **AGREEMENT** contains the entire **AGREEMENT** between the parties, and supersedes all prior or contemporaneous written or oral communications.
b. This **AGREEMENT** may not be changed or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party whom might assert such breach.
c. This **AGREEMENT** may be executed in several counter parts, each of which shall be an original, but all of which together shall constitute one in the same **AGREEMENT.**
d. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this **AGREEMENT**, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein.
e. Each person executing this **AGREEMENT** represents that the execution of this **AGREEMENT** has been duly authorized by the party on whose behalf the person who is executing the **AGREEMENT** and that such person is authorized to execute the **AGREEMENT** on behalf of such party.
f. Terms, covenants and conditions of this **AGREEMENT** shall be binding upon and shall ensure the benefit of the successors and permitted assigns of the respective parties to this **AGREEMENT**.
g. If any provision of this **AGREEMENT** is deemed to be illegal or unenforceable for any reason, the same shall be severed from the **AGREEMENT** and the remainder of the **AGREEMENT** shall be given full force and effect.
h. All exhibits attached to this **AGREEMENT** are incorporated as set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** as of the day and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Christy Doon City Administrator
Austin Kateusz President

Purchasing Policy Exemption Approval Form

(Sole Source Exemption)

Date:	7/28/26
Form Submitted By:	Diesel Post
Title/Department:	APRC
GL Coding:	NA

Description of Goods or Services to be Procured:

Interglass pool liner

Requested Sole Source Provider and Grounds:

Mid America Pool renovations

Interglass has a 25 year warranty which is twice the standard pool liner warranty

Basis for Exemption from Purchasing Policy:
(address each criterion in relevant Sole Source section of Purchasing Policy)

1.The vendor is the original equipment supplier/manufacturer/service provider and similar parts, equipment or services are not available from another manufacturer; or

Yes

2. The vendor is the only source of equipment, materials, goods or services compatible with or conforming to City-owned equipment, materials, goods or services and addition of nonconforming equipment, materials, goods or services would require the expenditure of additional funds; or

No

3. No other equipment, materials, goods or services are available that can meet the specialized needs of the department or perform the intended function; or

No

4. Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required; or

No

5. The product, equipment or service is functionally superior to all other competitive products.

Yes

Finance Department Recommendation/Signature:	____________________ Finance Department Date: ___________ W9 on file? _______
Approved:	____________________ City Administrator Date: ___________

City Council Action Form

Department	Presented By	Date
Administration	Poppy Thorpe - Deputy City Clerk	August 4, 2026

Agenda Item

Ordinance 2026-22 – An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 6, Article VI of the Salida Municipal Code Concerning Residency and Annual Active Use Requirements for Short Term Rental Licenses. Approve on first reading and set second reading and public hearing for September 1, 2026.

Background

Following the recent completion of short-term rental (STR) license renewals and a comprehensive review of all active accounts, staff identified several instances in which an applicant's status as a bona fide Chaffee County resident was either unclear or insufficiently documented.

The proposed amendments to Chapter 6, Article VI of the Salida Municipal Code are intended to strengthen the residency requirements for short-term rental license applications and renewals, to promote consistent administration and enforcement of the STR licensing program and ensure that licenses are issued and maintained in accordance with the intent of the City's regulations.

To improve consistency in the administration of the STR licensing program, the proposed amendment would require new and renewing applicants to establish Chaffee County residency by providing documentation such as:

a. Documentation identifying the property as the applicant's primary residence for income tax purposes;
b. A valid Colorado driver's license or Colorado identification card; and
c. Current voter registration or valid Colorado motor vehicle registration.

Staff also identified a number of licensed STR properties that are not being rented to guests and, as a result, are not generating occupational lodging tax revenue. Occupational lodging tax collected from short-term rentals is deposited into the City's Housing Fund, which supports programs and initiatives that promote housing affordability within the community. These taxes are remitted to the city on a quarterly basis.

The proposed amendment would require all short-term rental (STR) license holders to demonstrate that the licensed property is being actively operated as a short-term rental. Staff suggested establishing a minimum annual occupancy requirement of twelve (12) rental nights to maintain an active STR license.

Staff are working with our short-term rental (STR) software provider, Munirevs, to obtain reports that will identify the number of licensed STRs that are not being utilized, as well as the average annual occupancy rate across all active STR licenses. These reports were not available for the first reading of the ordinance; however, the data will be provided prior to the second reading and public hearing.

Recommendation
Staff recommend approval of Ordinance 2026-22 on first reading and set second reading and public hearing for September 1, 2026

Fiscal Impact
Requiring short-term rentals (STRs) to be rented for at least twelve (12) nights per year could generate additional revenue for the Affordable Housing Fund.

Motion
A Councilmember should make a motion to “combine and approve the items on the consent agenda setting second reading and public hearing for Ordinance 2026-22 for September 1, 2026, followed by a second and a roll call vote.

City Of Salida, Colorado
Ordinance No. 22
(Series of 2026)

An Ordinance of the City Council of the City of Salida, Colorado, Amending Chapter 6, Article VI of the Salida Municipal Code Concerning Residency and Annual Active Use Requirements for Short Term Rental 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 C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; 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 Chapter 16, Land use and Development, of the Salida Municipal Code ("Code"); and

WHEREAS, through review and enforcement of the current short-term rental license ordinances in Chapter 6, Article VI, the City Clerk's Office has identified improvements to ensure consistent administration and that the City's affordability and availability of housing is not impacted by the licenses; and

WHEREAS, such improvements are to the bona fide residency in Chaffee County requirement, as well as maintaining that a condition on all short-term rental licenses is active use and if a property is not rented for at least ten (10) number of nights per year, then the short-term rental license won't be renewed at the annual renewal period; 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 residency and active use requirements.

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(g)(1) of the Salida Municipal Code is hereby amended to read as follows:

. . .

(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 **providing** ~~two (2) or more of the following~~:

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

b. Current voter registration **or valid motor vehicle registration**; **and**

~~c. Valid motor vehicle registration;~~

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

. . .

Section 3. Section 6-6-20 of the Salida Municipal Code is hereby amended to read as follows:

. . .

(j) An affirmative condition of all issued short-term rental licenses shall be the active use of such license on an annual basis. Active use of a short-term rental license means the license was used by renting the property for lodging at least twelve (12) number of nights per year in accordance with this Article.

Section 4. Section 6-6-30(c) of the Salida Municipal Code is hereby amended to read as follows:

(c) The ~~City Administrator or~~ City Clerk may renew a short-term rental business license upon all the following conditions:

. . .

(7) If the short-term rental license is not actively used by renting the property for lodging at least twelve (12) number of nights per year, then the license shall not be renewed by the City Clerk at the time of annual renewal the following year. The applicant shall be provided notice no less than fourteen (14) days after the submittal of the renewal application that the short-term rental license will not be renewed for non-use. A denial of a short-term rental license renewal by the City Clerk may be appealed to City Council by written notice of the applicant within seven (7) days of the City Clerk's issuance of the denial.

Section 4. 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 4th day of August, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of____________, 20__, and set for Second Reading and Public

Hearing on the 1st day of September, 2026.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the ____ day of __________, 20__.

City of Salida, Colorado

____
Mayor

[SEAL]

ATTEST:

____
City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the 4th day of August, 2026, and by Title only, after final adoption on the ____ day of __________, 20__.

____
City Clerk/Deputy City Clerk

City Council Action Form

Department	Presented By	Date
Community Development	Bill Almquist - Community Development Director	August 4, 2026

Agenda Item
Ordinance 2026-19: An Ordinance Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of Data Centers in the City of Salida, Colorado (Second Reading and Public Hearing)

Background
Data centers, facilities meant for computing and/or data storage, have begun popping up around the country in concert with the rise of various technologies, including cryptocurrency, search engines, artificial intelligence, and the like. These facilities tend to require large amounts of electricity and water to power their operations. Such uses have been identified as putting significant strains on the grid and water availability in and around the communities where they are located, and they may contribute to other environmental impacts, as well. Many communities, including Buena Vista to our north, are now grappling with how to ensure proper regulation of the facilities and are putting pauses on their approvals until more information is available and code language can be developed.

While the chance of a data center attempting to locate to the Salida area anytime soon is fairly slim (due primarily to limited electric power availability), staff believes it would be prudent to take a similar approach as some other communities and pause the acceptance, processing, and approval of applications for such a use—at least until the state has had a chance to develop legislation regulating such facilities (anticipated in the next year). Since such a use is not explicitly called out in the City's Land Use Code use table (3-A), it would be up to the Director's interpretation as to the approval process of such an Industrial use, which would vary depending upon the zone district. A 12-month moratorium would allow staff to use State guidance to develop new and/or additional code language so that Salida is more prepared should we ever receive a data center application.

Recommendation
Staff recommend that City Council approve Ordinance 2026-19.

Fiscal Impact
No fiscal impact is anticipated.

Motion
A City Councilmember should state "I move to _______________Ordinance 2026-19, An Ordinance of the City Council of the City of Salida, Colorado Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of Data Centers in the City of Salida, Colorado", followed by a second and a roll call vote.

City Of Salida, Colorado
Ordinance No. 19
(Series of 2026)

An Ordinance of the City Council of the City of Salida, Colorado Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of Data Centers in the City of Salida, Colorado

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

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

WHEREAS, C.R.S. § 29-20-101, *et seq*., provides the City with the broad authority to plan for and regulate the use of land to best protect and promote the health, safety, and general welfare of the present and future inhabitants of the City, to guide future growth, development, and distribution of land uses within the City, and to issue a temporary moratorium when necessary on the acceptance of certain land use applications while engaging in a comprehensive analysis to determine appropriate and necessary amendments to its Land Use Code as it relates to a particular use within the City; and

WHEREAS, local governments and states across the nation are working to address the swift expansion of Data Centers, and similar computing infrastructure, which often require power and water requirements akin to those of small urban centers; and

WHEREAS, while the City has managed its energy, fiber, and water consumption responsibly to handle incremental growth, Data Centers could pose a disproportionate impact on the City's long-term resource management capabilities; and

WHEREAS, the City does not currently have comprehensive and specific local zoning, land use, and water management laws or regulations that adequately address Data Centers, particularly standalone Data Centers which require extensive electric and water capacity; and

WHEREAS, there is interest and concern on the part of City Council, City Staff, and City Residents related to the possible development of Data Centers within the City; and

WHEREAS, because of the possible impacts of Data Centers on the City's community and infrastructure, reasonable regulations on new or expanded Data Centers are necessary for the City's sustainability, resource management, resiliency, and quality of life; and

WHEREAS, the Colorado General Assembly may consider legislation regarding statewide Data Centers regulations during the 2027 legislative session that may impact local regulation, which impact will not be known until after the legislation is passed; and

WHEREAS, based on the information presented and provided, Council determined that it is necessary to temporarily suspend acceptance of applications for Data Centers while appropriate regulations, standards, and definitions can be developed through a comprehensive public process; and

WHEREAS, the 12-month temporary moratorium imposed by this Ordinance is intended to prevent the establishment and operation of Data Centers on a temporary basis in order to allow the City to analyze and apply the state of applicable law and regulations surrounding Data Centers, in order to survey current Data Centers throughout the state and nation, to draft amendments to the City's Municipal Code including, but not limited to, the City's Zoning and Water and Wastewater Regulations Codes, to consider and draft other amendments and regulations as deemed necessary to monitor and respond to any legislative changes in the 2027 Colorado State Legislative Session, to provide opportunity for public comment, and to ensure prospective owners, developers, and operators of Data Centers are able to make business and investment decisions with sufficient knowledge of local ordinances surrounding Data Centers in addition to promoting the health, safety, and general welfare of the City of Salida's community; and

WHEREAS, the 12-month temporary moratorium imposed by this Ordinance prevents the submission, acceptance, processing, and approval of applications for siting a Data Center in the City.

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. Data Center Defined. For the purposes of this Ordinance, a "Data Center" is defined as any one of the following:

(a) A stand-alone facility created for the sole or primary purpose of computing and/or data storage and which primarily contains computing components and necessary appurtenances to accomplish the task of computing;

(b) Any facility, whether a primary use or an accessory use to an existing use, which is created for the purpose of computing and/or data storage and has a demand of 1 megawatt (MW) of electrical capacity or greater; or

(c) Any facility which is created for the purpose of computing and/or data storage and which has a significant impact on water or wastewater resources as determined by the reasonable discretion of the City Administrator or their designee.

Section 3. Imposition of Temporary Moratorium. A temporary moratorium in the amount of 12 months shall become effective 30 days after publication following adoption of this Ordinance by Council as follows:

(a) Restrictions. During the effective term of this Ordinance, there shall be no submission, acceptance, processing, review, public hearing, or approval applications for siting a Data Center within the City limits of Salida. A Data Center shall not be considered a use by right in any zoning district.

(b) Effective Date and Termination. This temporary moratorium shall be in effect 30 days after publication following adoption of this Ordinance by Council and shall terminate on the 12th day of September, 2027 unless terminated at an earlier date or extended by further Ordinance of the Salida City Council.

Section 4. Existing Uses Excluded. Nothing in this Ordinance shall affect the continued operation of existing Data Centers. However, the expansion of existing uses is subject to the temporary moratorium herein.

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

Introduced on First Reading, on the 7th day of July, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 16th day of July, 2026, and set for Second Reading and Public Hearing on the 4th day of August, 2026.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 4th day of August, 2026.

City of Salida, Colorado

____
Mayor

[SEAL]

ATTEST:

____
City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the 7th day of July, 2026, and by Title only, after final adoption on the 4th day of August, 2026.

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City Clerk/Deputy City Clerk

City Council Action Form

Department	Presented By	Date
Administration	Christy Doon - City Administrator	July 21, 2026

Agenda Item

Ordinance 2026-20 - An Ordinance of the City Council of the City of Salida, Colorado Enacting Section 2-2-90 of Chapter 2 of the Salida Municipal Code, Regarding Administration and Personnel, to add Removal and Sanction Procedures for Members of City Council. **Second Reading and Public Hearing**

Background

At the February 17th City Council meeting, during Council reports, Council directed staff to prepare language in the Salida Municipal Code to reflect the Council Handbook pertaining to attendance. The Mayor requested a process be established for the removal and sanction procedures applicable to City Council Members.

Colorado Revised Statutes notes that members of the City Council "shall be judges of the qualifications of their own members, and they shall determine the rules of their own proceedings." C.R.S also allows statutory cities to expel or remove any member of the City Council for "good cause shown" by 2/3s of all members.

Currently the Salida Municipal Code does not have "good cause shown" defined or a procedure for removal or sanctions of Council members. Article II of Chapter 2, Section 2-2-90, "Removal and Sanctions of Council Members" defines and sets out a procedure, as requested.

Of note, "good cause for removal" includes

(1) Four (4) absences from regular City Council meetings during a twelve (12) month period;

(2) Willful or habitual neglect or refusal to perform the duties of his or her office;

(3) Attending City Council meetings in an intoxicated state;

(4) A conviction of a crime of moral turpitude;

(5) A violation of the Remote Participation Policy; or

(6) For any other reason as indicated in the City Council Handbook

A charge for removal must be brought forward by 2/3 of the City Council at a regular or special meeting. After a hearing, which must be held during a public meeting, Council has the power to remove its members from office for good cause shown by a two-thirds vote of all members of City Council.

Recommendation

Based on direction given by City Council, staff recommend approval of Ordinance 2026-20 on second reading.

Fiscal Impact

There is no fiscal impact associated with this ordinance.

Motion

A City Councilmember should state, “I move to _________________ Ordinance 2026-20 - An Ordinance of the City Council of the City of Salida, Colorado Enacting Section 2-2-90 of Chapter 2 of the Salida Municipal Code, Regarding Administration and Personnel, to add Removal and Sanction Procedures for Members of City Council. on second reading”, followed by a second and a roll call vote.

City Of Salida, Colorado
Ordinance No. 20
(Series of 2026)

An Ordinance of the City Council of the City of Salida, Colorado Enacting Section 2-2-90 of Chapter 2 of the Salida Municipal Code, Regarding Administration and Personnel, to add Removal and Sanction Procedures for Members of City Council

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

WHEREAS, Chapter 2 of the Salida Municipal Code ("Code") addresses Administration and Personnel. Article II addresses the elected Mayor and elected City Council; and

WHEREAS, pursuant to C.R.S. § 31-4-107, members of the City Council "shall be judges of the . . . qualification of their own members, and they shall determine the rules of their own proceedings"; and

WHEREAS, City Council adopted the Salida City Council Handbook in Resolution 2024-33 and is amended from time to time; and

WHEREAS, under C.R.S. § 31-4-108, statutory cities may expel or remove any member of the City Council for "good cause shown" by a two-thirds vote of all members of the elected City Council; and

WHEREAS, the Code currently does not have definition of "good cause shown" or the procedure for removal or sanctions of City Council members; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 2 of the Code, regarding the elected Mayor and City Council to clarify good cause reasons for removal, as well as removal and sanction procedures.

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. Article II of Chapter 2, Section 2-2-90, "Removal and Sanctions of Council Members" is hereby added to read as following:

2-2-90. - Removal and Sanctions of Council Members
(a) Definitions
(1) "Conviction" shall mean:

I. A guilty verdict;
II. A plea of guilty accepted by the court or the entry of a guilty plea;
III. A plea of nolo contendere (no contest) accepted by the court; or
IV. The imposition of a deferred sentence accepted by the court.

(2) "Crimes of moral turpitude" include the following felony, misdemeanors or municipal offenses:

I. Any of the offenses against the person set forth in 18-3-101, et. seq. C.R.S.;
II. Any of the offenses against property set forth in 18-4-101, et. seq. C.R.S.;
III. Any of the offenses involving fraud set forth in 18-5-101, et. seq. C.R.S.;
IV. Any of the offenses involving family relations set forth in 18-6-401, et. seq. C.R.S.;
V. Any of the offenses constituting wrongs to at-risk adults set forth in 18-6.5-101, et. seq. C.R.S.;
VI. Any of the offenses relating to morals set forth in 18-7-101, et. seq. C.R.S.; or
VII. Any conspiracy, solicitation, or criminal attempt to commit any of the above offenses, or participation as an accessory to any of the above offenses.

(b) Good cause for removal.
The following enumerated matters shall be good cause reasons for removal of a Council member from the Council:

(1) Four (4) absences from regular City Council meetings during a twelve (12) month period;
(2) Willful or habitual neglect or refusal to perform the duties of his or her office;
(3) Attending City Council meetings in an intoxicated state;
(4) A conviction of a crime of moral turpitude;
(5) A violation of the Remote Participation Policy; or
(6) For any other reason as indicated in the City Council Handbook.

(c) Procedure.

(1) A charge for removal shall be brought against a Council member by a two-third vote of all members of City Council at a regular or special meeting;
(2) The charged Council member shall be provided written notice of the charge(s) and the date, time, and place of the hearing on said charge(s), with at least ten (10) days prior notice of the hearing, which shall be publicly held before Council;
(3) Council shall appoint special counsel to conduct the hearing and present evidence on its behalf;
(4) The hearing shall be conducted in a quasi-judicial forum. The allegations shall be presented on behalf of the City by and through special counsel selected by the City through its City Council; and
(5) At the hearing, which shall be open to the public, the parties shall have the right to:
    a. Present testimony;
    b. Produce evidence;

    c. Cross-examine witnesses; and
    d. Be represented by legal counsel.
(6) Following the hearing and presentation of evidence, Council shall have the power to remove its members from office for good cause shown by a two-thirds vote of all members of City Council.
(7) A Council member who is not removed by Council after conducting a hearing shall not be subject to removal in a future hearing based on identical charges arising out of the same incident that forms the basis of the charge from which they were not removed.

(d) Vacancy.
A vacancy created on Council due to removal of a Council member shall be filled as provided by City Ordinance, section 2-2-10(d).

(e) Sanctions.
Upon a vote of two-third vote of all members of City Council, City Council may impose sanctions on fellow Council members, including reprimand or public censure, pursuant to the following:
(1) Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the City Charter, City Ordinances, or the Handbook Rules could lead to sanctions as deemed appropriate by the Council.
(2) The procedure for sanctions shall follow the procedure in Section 2-2-90(c).

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 7th day of July, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 16th day of July, 2026, and set for Second Reading and Public Hearing on the 4th day of August, 2026.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 4th day of August, 2026.

City of Salida, Colorado

____
Mayor

[SEAL]

ATTEST:____________________________
City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the 7th day of July, 2026, and by Title only, after final adoption on the 4th day of August, 2026.

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City Clerk/Deputy City Clerk