



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Nina P. Williams - City Attorney	December 19, 2023

ITEM

Resolution 2023-54, Appointing Christy Doon as City Administrator and Approving Employment Agreement

BACKGROUND

Former Salida City Administrator Drew Nelson's last day working with the City was August 1, 2023.

Christy Doon began working with the City on September 6, 2022 as Assistant City Administrator.

On August 1, 2023, Christy Doon was appointed as Interim City Administrator, and has been working in that role ever since. This has provided the City Council the opportunity to observe Christy operate in the acting City Administrator role exclusively for almost 5 months.

Salida Municipal Code 2-3-70 prescribes certain powers and responsibilities of a City Administrator, an office which is technically still vacant.

This Resolution 2023-54 would appoint Christy Doon as the Salida City Administrator, and would approve an employment agreement with her.

The salary is left blank in both the Resolution and Employment Agreement, and waiting for Council direction. That dollar amount should therefore be incorporated into the approving motion.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2023-54, appointing Christy Doon as City Administrator, Approving an Employment Agreement with Doon, and setting the starting salary at \$ _____"

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 2023-54
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPOINTING CHRISTY DOON AS CITY ADMINISTRATOR AND
APPROVING AN EMPLOYMENT AGREEMENT IN CONNECTION THEREWITH**

WHEREAS, Salida Municipal Code § 2-3-70 provides that the City Council possesses the authority to, and shall, appoint a City Administrator who shall serve at the pleasure of the City Council (“Council”); and

WHEREAS, Salida Municipal Code § 2-3-70 prescribes certain powers and responsibilities of a City Administrator, an office which is currently vacant; and

WHEREAS, Christy Doon has performed the duties of Interim City Administrator since August 1, 2023 for the City of Salida conscientiously and appropriately, served as Assistant City Administrator immediately before that time, beginning on September 6, 2022, and has indicated an interest in serving as City Administrator; and

WHEREAS, the Council finds that it is necessary and desirable to appoint Christy Doon to perform the duties and responsibilities of Salida City Administrator and to approve an employment agreement with her in connection therewith.

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

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

Section 2. The Salida City Council hereby appoints Christy Doon as the City Administrator for an indefinite term and setting the City Administrator’s salary at [REDACTED] per year.

Section 3. The Employment Agreement, attached hereto as “Exhibit A,” which sets forth in detail the terms and conditions of the appointment made by Section 2 above, is hereby approved.

Section 4. The appointment made by Section 2 of this Resolution shall become effective on December 19, 2023.

RESOLVED, APPROVED, AND ADOPTED this 19th day of December, 2023.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk Erin Kelley

Exhibit A
City Administrator Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective as of the 19th day of December, 2023 ("Effective Date"), by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and Christy Doon, hereinafter referred to as "Doon," together referred to as the "Parties."

WITNESSETH:

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

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

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

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

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

SECTION I DUTIES

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

SECTION II TERM

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

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

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

SECTION III SUSPENSION

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

SECTION IV TERMINATION AND SEVERANCE COMPENSATION

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

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

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

- (1) up and until Doon's one (1) year anniversary as City Administrator, Severance Compensation is due in the amount of three (3) months' aggregate salary;
- (2) on Doon's one (1) year anniversary up and until her two (2) year anniversary as City Administrator, Severance Compensation is due in the amount of four (4) months' aggregate salary;
- (3) on Doon's two (2) year anniversary up and until her three (3) year anniversary as City Administrator, Severance Compensation is due in the amount of five (5) months' aggregate salary;

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

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

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

(d) In the event Doon voluntarily resigns her position with the City at any time during the term of this Agreement, then Doon shall give the City at least thirty (30) days written notice in advance if employed as City Administrator under 10 years and at least sixty (60) days written notice if employed as City Administrator 10 or more years, unless the Parties otherwise agree. Voluntary resignation by Doon will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

**SECTION V
DISABILITY**

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

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

**SECTION VI
SALARY**

(a) City agrees to initially pay Doon for her services rendered hereunder at an annual rate of One Hundred [REDACTED] Thousand Dollars (\$1 [REDACTED],000.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City agrees to consider and adjust the base salary and other benefits to Doon based upon the performance evaluation process described in Section VII of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the City Council, and shall be merit based.

**SECTION VII
PERFORMANCE EVALUATION**

(a) The City Council shall review and evaluate the performance of Doon at least annually, commencing approximately six (6) months after the commencement of her term of employment (see, Section II(a) and "Effective Date"), in or around July 2024, and no later than July of each year thereafter. In accordance with Section VI(b) of this Agreement and without waiving the absolute discretion of the City Council in regards to compensation, the City Council agrees that the initial evaluation of Doon in July of 2024 shall include the consideration of an increase in base salary to One Hundred [REDACTED] Thousand Dollars (\$1 [REDACTED],000.00).

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

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

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

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

SECTION VIII HOURS OF WORK

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

SECTION IX TRANSPORTATION EXPENSES

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

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

SECTION X PERSONAL TIME AND OTHER LEAVE

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

SECTION XI BENEFITS

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

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

SECTION XII INDEMNIFICATION

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

SECTION XIII GENERAL AND MISCELLANEOUS PROVISIONS

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

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

(c) **Compliance with TABOR.** It is the intent of the City and Doon to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section IV(c) of this Agreement, will be deemed a termination within the

meaning of Section IV(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Doon's employment is terminated.

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

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

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

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

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

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

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

(h) **Multiple Counterparts; Electronic Signature**. This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile

or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the Party making such signature.

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

CITY OF SALIDA, COLORADO

ATTEST:

Erin Kelley, City Clerk

Dan Shore, Mayor

Christy Doon
