



City Council Regular Meeting

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

January 20, 2026 at 6:00 PM or Immediately Following the Work Session

Agenda

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

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

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

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

Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

1. Approve Agenda
2. Approve January 6, 2026 Minutes
3. Award the 2026 Utility Replacement Project
4. **Ordinance 2026-05** An Ordinance of the City of Salida, Colorado Amending the Salida Municipal Code with Regard to the Disposition of Revenue – **Approve on first reading and set second reading and public hearing for February 3, 2026.**
5. Approve AI Policy

Citizen Comment–Three (3) Minute Time Limit

Unfinished Business / Action Items

6. **Ordinance 2026-01** An Ordinance of the City Council of the City of Salida, Colorado Approving Tenderfoot Communications Site Lease with Smiling J LLC d/b/a Hilltop Broadband. **Second Reading and Public Hearing**
7. **Ordinance 2026-02** An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and Commissions, to Change the Name, Purpose, Membership and Organization, and Powers and Duties Sections of the Public Art Commission to the Arts and Culture Advisory Commission. **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.

8. **Ordinance 2026-03** An Ordinance of the City Council of the City Of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and Commissions, to Change the Powers and Duties Section of the Parks, Recreation, Open Space and Trails Advisory Board. **Second Reading and Public Hearing**

New Business / Action Items

9. **Appoint Council Liaison to Arts and Culture Advisory Commission**
10. **Resolution 2026-03** A Resolution of the City Council of the City of Salida, Colorado, Establishing an Affordable Housing Fee Transfer Policy.
11. **Resolution 2026-04** A Resolution of the City Council of the City of Salida, Colorado, Adopting Chaffee County Board of Health Resolution No. 2025-04, Providing for the Adoption of the Chaffee County Graywater Control Regulations.

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

Mayor Report

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
January 6, 2026 at 6:00 PM

Minutes

Please register for Regular City Council Meeting

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

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Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

PRESENT

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

Amendment(s) to Agenda

Consent Agenda

Council Member Martin moved to combine and approve 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 Rovinsky, Council Member Schreiner

Approve Agenda

Approve December 16, 2025 Minutes

Approve Uniform and Clothing Policy

Ordinance 2026-01 An Ordinance of the City Council of the City of Salida, Colorado Approving Tenderfoot Communications Site Lease with Smiling J LLC d/b/a Hilltop Broadband. **Approve on first reading and set second reading and public hearing for January 20, 2026**

Ordinance 2026-02 An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and Commissions, to Change the Name, Purpose, Membership and Organization, and Powers and Duties Sections of the Public Art Commission to the Arts and Culture Advisory Commission. **Approve on first reading and set second reading and public hearing for January 20, 2026.**

Ordinance 2026-03 An Ordinance of the City Council of the City Of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and Commissions, to Change the Powers and Duties Section of the Parks, Recreation, Open Space and Trails Advisory Board. **Approve on first reading and set second reading and public hearing for January 20, 2026.**

Approve a Support & Commitment Letter for Scott Street Low-Income Housing Tax Credit (LIHTC) Senior Apartments Project

MOTION PASSED

Citizen Comment–Three (3) Minute Time Limit

Proclamations - Declaring January 19, 2026, Dr. Martin Luther King Jr. Day

Liquor Licensing Authority - New Hotel and Restaurant Liquor License for Lago Trattoria, LLC, dba Lago Trattoria at 148 West First Street.

Council Member Martin moved to approve a new Liquor License for Lago Trattoria, seconded by Council Member Schreiner.

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

MOTION PASSED

Unfinished Business / Action Items

New Business / Action Items

Ordinance 2026-04 An Emergency Ordinance of the City Council of the City of Salida, Colorado, Approving an Option to Ground Lease Real Property located at Scott Street, Salida, Colorado, for the Eastside Senior Living Apartments, from the City of Salida to Northpointe Development II Corporation, and Declaring an Emergency. **Public Hearing.**

Council Member Pappenfort moved to approve Emergency Ordinance 2026-04, seconded by Council Member Fontana.

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

MOTION PASSED

Resolution 2026-01 A Resolution of the City Council of the City of Salida, Colorado, Designating the Place for the Posting of Public Notices for City Council Meetings and other City Business.

Council Member Stephens moved to approve Resolution 2026-01, seconded by Council Member Schreiner.

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

MOTION PASSED

Resolution 2026-05 A Resolution of the City Council of the City of Salida Colorado, Approving the Park Improvement Agreement Between the City of Salida and Northpointe Development II Corporation.

Council Member Fontana moved to approve Resolution 2026-05, seconded by Council Member Pappenfort.

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

MOTION PASSED

Resolution 2026-06 A Resolution of the City Council of the City of Salida, Colorado, approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 if the Salida Municipal Code.

Council Member Schreiner moved to approve Resolution 2026-06 appointing Melanie Gade to the Sustainability Committee, seconded by Council Member Stephens.

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

MOTION PASSED

Resolution 2026-07 A Resolution of the City Council of the City of Salida, Colorado, Approving Citizen Appointments to the Tree Board Pursuant to Section 2-12-10 of the Salida Municipal Code.

Council Member Martin moved to approve Resolution 2026-07 appointing Marilyn Moore, Michelle Putz, Josef Bartels, and Kris Chestasky to the Tree Board, seconded by Council Member Stephens.

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

MOTION PASSED

Councilors, Mayor and City Treasurer Reports

Council Reports

Pappenfort - PAC and 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

Report was given.

Attorney Report

Report was given.

Treasurer Report

Report was given.

Department Updates

Report was given.

Adjourn Meeting adjourned at 7:16 pm



City Clerk | Deputy City Clerk

Mayor



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE January 20, 2026
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AGENDA ITEM

Council Action – Award the 2026 Utility Replacement Project

BACKGROUND

Utility replacement work planned for 2026 consists of two blocks of sewer and watermain replacement along 1st Street between M Street and O Street. This includes upsizing aging clay sewer main to 8-inch, consistent with current standards. Other work includes replacing a water main along 6th Street between H Street and J Street that has reached the end of its useful life. The work along 1st Street is important to have completed in advance of streetscape improvements planned later in the year. It was not included as part of the Streetscape improvements due to funding limitations.

Bidder	Base Bid	Business Location / Local Preference	Percent Above Low Bid
Pridemore Construction	\$452,945.90	County	Low Bid
Y&K Excavation	\$714,010.00	City	57%

	Base Bid (1)	Soft Costs (2)	Project Total Budget (1+2)
Water Construction	\$339,624.40	\$33,962.44	\$373,586.84
Sewer Construction	\$113,321.50	\$11,332.15	\$124,653.65
TOTAL	\$452,945.90	\$45,294.59	\$498,240.49

(2) Soft costs ~ 2% QC and 8% contingency

Pridemore Excavation has performed multiple projects for the City for this type of work. It has been approximately seven years since the last capital project; however, they have since been completing similar types of work elsewhere.

RECOMMENDATION

Award the 2026 Utility Replacement Project and authorize the City Administrator to enter into a Construction Agreement between the City and Pridemore Construction, Inc. in the amount of \$452,945.90 with a total project budget of \$498,240.49.

FISCAL IMPACT

The 2026 Capital Budget line item is as follows:

\$250,000	(20-30-6019)	Water - Infrastructure Upgrades and Replacements
\$50,000	(20-30-6039)	Water – Water Valve Replacement Program
\$400,000	(21-30-6019)	Sewer-Infrastructure Upgrades and Replacements

MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”



City Council Action Form

Department	Presented By	Date
Administration	Christy Doon - City Administrator	January 20, 2026

Agenda Item

Ordinance 2026 - 05, An Ordinance of the City Council of the City of Salida, Colorado, Amending the Salida Municipal Code with Regard to the Disposition of Revenue, first reading and setting the public hearing for February 3, 2026.

Background

A discrepancy within the Salida Municipal Code has been identified. Section 4-20-30 Special Funds outlines various funds within the City of Salida budget. (a)6 pertaining to the Economic Development Fund notes that up to two percent (2%) of the proceeds received from the three percent (3%) sales tax shall be allocated to the Economic Development Fund. Section 4-30-50, Disposition of Revenue, erroneously notes that up to ten percent (10%) of the proceeds received from the three percent (3%) sales tax imposed. This ordinance corrects the municipal code.

Recommendation

Staff recommend Council approve Ordinance 2026-05.

Fiscal Impact

Motion

A City Councilmember should make a motion to “combine and approve the items on the consent agenda setting a second reading and public hearing for Ordinance 2026-05 for February 3, 2026”, followed by a second and a roll call vote.

**City of Salida, Colorado
Ordinance No. 05
Series of 2026**

An Ordinance of the City of Salida, Colorado Amending the Salida Municipal Code with Regard to the Disposition of Revenue

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

WHEREAS, pursuant to C.R.S. § 31-20-101 *et seq.*, the City has the authority to levy taxes and allocate those funds for public wellbeing; and

WHEREAS, the City has created numerous funds for specific public purposes which are delineated in Article II of Chapter 4 of the Salida Municipal Code ("Code"); and

WHEREAS, the Code further delineates how the revenue generated from sales taxes will be used in Article III of the Chapter 4 of the Code; and

WHEREAS, in a review of the Code a minor clerical error was discovered that shows a discrepancy between the special funds and how the sales tax is to be applied to the Economic Development Fund; and

WHEREAS, it is necessary to make minor amendments to the Code to correct the clerical error.

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 4-3-50, entitled "Disposition of revenue" of the Salida Municipal Code is hereby amended to read as follows:

Sec. 4-3-50. – Disposition of revenue.

- (a) No less than thirty-two percent (32%) of proceeds received from the three percent (3%) sales tax imposed by the City of Salida shall be deposited into the Streets Fund and used solely for the construction, operation, maintenance and repair of city streets and street-related infrastructure as defined herein, or to pay debt service on bonds or other obligations of the City issued to provide for such streets and street-related infrastructure as defined herein. For purposes of this Section "street" is defined in Section 1-2-10 of the Salida Municipal Code, except that said definition of street for this Section shall not be interpreted to include recreational trails. "Street-related infrastructure" includes,

curbs, gutters, sidewalks, storm drainage systems, and water or sewer lines underlying or running along streets as defined herein. The terms "construction, operation, maintenance and repair" may apply to capital projects or operating projects. If used for operating projects, expenditures shall be applied only to costs that are traceable directly to the authorized work (e.g., in-house or contracted labor and materials for street maintenance or repair). It shall not be used to cover Public Works departmental overhead, allocated costs or work not done on streets and street-related infrastructure.

- (b) Up to eight percent (8%) of proceeds received from the three percent (3%) sales tax imposed by the City of Salida shall be allocated to the Capital Improvement Fund to be used to provide capital improvements, as defined herein, other than streets, as defined herein, or to pay debt service bonds or other obligations of the City issued to provide for such capital improvements. "Capital improvements" is defined as expenditures on items or improvements over five thousand dollars (\$5,000.00) and with a useful life of longer than three (3) years, including, by way of example, machinery, vehicles, equipment, facilities and public improvements. For purposes of this Section, allowable expenditures from the Capital Improvement Fund include, but not be limited to: 1) paying the costs of acquiring or constructing any capital improvement; 2) acquiring land or equipment; 3) the costs associated with issuing bonds or other obligations; 4) the costs of capitalized interest and reserves; and 5) the costs of operating and maintaining the capital improvements to be provided.
- (c) Up to ~~ten percent (10%)~~ **two percent (2%)** of the proceeds received from the three percent (3%) sales tax imposed by the City of Salida shall be allocated to the Economic Development Fund to be used, as approved by City Council, for economic development purposes. "Economic development purposes" includes, but is not limited to, the creation of affordable and sustainable housing and to the support of efforts to improve the standard of living of the community through the creation of jobs, the support of innovation and new ideas, the creation of greater net wealth; and the improvements to quality of life.
- (d) Any proceeds from the sales tax for restricted spending or special revenue funds which are received and not spent within the same fiscal year shall be retained in the fund to which it is deposited or allocated and spent only for the purposes defined for that fund in future years.
- (e) All other proceeds received from the three percent (3%) sales tax imposed by the City of Salida shall be allocated to the General Fund for General Fund purposes as established by local, state or federal laws, rules, regulations or policy.

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 20th day of January, 2026, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of

Salida by the City Council on the 23rd day of January, 2026, and set for second reading and public hearing on the 3rd day of February, 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 ____ day of
_____, 20__, 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
Administration	Sara Law - Sustainability Coordinator/PIO	January 20, 2026

Agenda Item

Approval of AI Policy

Background

This policy establishes guidelines for the use of Generative Artificial Intelligence (“Generative AI”) by the City of Salida to minimize legal, ethical, and operational risks while supporting innovation and efficiency in government.

This policy applies to all employees, appointees, elected officials, departments, divisions, councils, boards, and commissions of the City of Salida and to any employee, contractor, or volunteer using Generative AI tools for official City business. It covers both officially authorized tools and any external AI tools used for work-related purposes, whether accessed on work or personal devices.

The scope of this policy is focused on Generative AI tools, those that create text, images, code, or other content in response to prompts both free or paid, as well as standalone applications or embedded in third-party platforms. This policy does not cover other types of artificial intelligence, such as predictive analytics, facial recognition, or surveillance technology, which may be governed by separate policies of Salida.

This policy does not apply to the use of AI tools in law enforcement activities involving criminal investigations or forensic analysis, which may be governed by separate standards and oversight.

Recommendation

Staff recommends approval of the 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.

Generative AI Use Policy

City of Salida, Colorado



EFFECTIVE DATE:

January 20, 2026

I. Purpose

This policy establishes guidelines for the use of Generative Artificial Intelligence (“Generative AI”) by the City of Salida (“Salida” or “the City”) to minimize legal, ethical, and operational risks while supporting innovation and efficiency in government.

This policy applies to all employees, appointees, elected officials, departments, divisions, councils, boards, and commissions of the City of Salida and to any employee, contractor, or volunteer using Generative AI tools for official City business. It covers both officially authorized tools and any external AI tools used for work-related purposes, whether accessed on work or personal devices.

II. Scope

The scope of this policy is focused on Generative AI tools, those that create text, images, code, or other content in response to prompts both free or paid, as well as standalone applications or embedded in third-party platforms. This policy does not cover other types of artificial intelligence, such as predictive analytics, facial recognition, or surveillance technology, which may be governed by separate policies of Salida.

This policy does not apply to the use of AI tools in law enforcement activities involving criminal investigations or forensic analysis, which may be governed by separate standards and oversight.

III. Definitions

The following definitions apply in this policy:

Artificial Intelligence (AI): A machine-based system that, for a given set of human-defined objectives, makes predictions, recommendations, or decisions that influence physical or virtual environments.

Generative AI: A type of AI system capable of creating new content, such as text, audio, code, images, or video, based on patterns learned from training data. Examples include ChatGPT, Microsoft Copilot, and Google Gemini.

User Prompt: A question, instruction, information, or input submitted by personnel to a Generative AI tool.

Authorized Use: Use of a Generative AI tool that complies with this policy, with a tool that has been approved by the Public Information Officer or City Administrator or their designee when necessary and does not involve prohibited content or purposes.

Personal Information: Any information about an individual that can be used to identify them, including but not limited to names, addresses, dates of birth, Social Security numbers, financial data, or personal photographs.

Public Record: Any writing, recording, or data generated, received, or maintained by the organization for use in the performance of a public function, as defined by C.R.S. § 24-72-202(6)(a)(I), including AI-generated content created in the course of official duties.

Personally Identifiable Information (PII): Any information that can be used to distinguish or trace an

individual's identity, either alone or when combined with other personal or identifying information. This includes, but is not limited to, names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, driver's license numbers, financial account information, medical or health data, biometric identifiers, photographs, or other data that could reasonably identify a specific individual.

Shadow AI: The unauthorized, unmonitored, or unreported use of Generative AI tools for official purposes, whether on personal or work devices.

Personnel: Any individual performing work on behalf of the City, including full-time and part-time employees, interns, temporary workers, volunteers, and elected or appointed officials, whether compensated or not.

IV. Policy Statement

The City recognizes that Generative AI tools can support improved service delivery, streamline internal operations, and expand access to information. When used responsibly, these tools may enhance productivity, communication, and decision-making. However, the use of Generative AI may also introduce risks, such as the dissemination of inaccurate or biased content, the unintentional release of confidential or personally identifiable information, copyright infringement, and the creation of public records subject to disclosure under the Colorado Open Records Act (CORA).

Therefore, it is the policy of the City that Generative AI is only used in a way that upholds the local government's legal obligations, privacy and security standards, ethical responsibilities, and commitment to public service. Personnel using Generative AI must exercise sound judgment, maintain human oversight, and ensure compliance with this policy, related laws, and applicable internal rules governing data privacy, IT usage, personnel conduct, and public communication. Except for customer service chat systems, Generative AI-generated material must be reviewed and approved by personnel before any public release.

This policy sets the requirements for Generative AI use and provides limitations for when it may not be used. Salida may audit the use of AI tools, review generated content, and take disciplinary action for violations of this policy, up to and including termination or other consequences, as applicable.

4. Authorized and Prohibited Uses

4.1 Authorized Uses

Use of Generative AI is permitted for business purposes only when such use is consistent with this policy and with supervisory approval, where applicable. Authorized uses include, but are not limited to:

- Drafting or outlining internal documents with public information such as memos, reports, meeting agendas, or presentations, where the final content is reviewed and approved by personnel.
- Generating first-draft content for public-facing materials (e.g., social media posts, FAQs, website updates), provided the content is fact-checked and edited by staff before publication.
- Summarizing documents or public records to support internal workflows, research, or project planning.
- Rewording or proofreading non-confidential internal or public documents.
- Brainstorming ideas, generating lists, or exploring topics as part of research or policy development.
- Supporting information-only customer service functions through properly monitored AI chatbots, where clear disclosure is made.

All authorized uses must follow the safeguards and procedures described in this policy, including prompt content review and data privacy restrictions.

4.2 Prohibited Uses

The following uses of Generative AI are strictly prohibited:

- Submitting as part of a prompt or including personal, sensitive, confidential, or legally protected data in AI prompts. This includes personally identifiable information (PII), proprietary data of the City, personnel records, legal documents, court records, or internal policies not otherwise public.
- Communications related to legal, disciplinary, or personnel decisions (e.g., performance evaluations, letters of reprimand, termination notices).
- Uploading documents or records that contain confidential information, even if the goal is only to summarize or edit the content.
- No document containing PII, privileged, or confidential material may be uploaded to a Generative AI tool unless explicitly authorized by the City Attorney and the City Administrator in writing.
- Using personal AI accounts for work-related activities.
- Generating images, videos, or multimedia using copyrighted data.
- Generating images, videos, or multimedia that impersonate real individuals or public officials.
- Using AI tools that have not been vetted and approved for business use by local government leadership.
- Using any Generative AI that does not retain a record of prompts and outputs for inspection or archiving, or that prohibits City official from accessing or downloading those records for retention or review purposes.

Violations of these restrictions may result in disciplinary action, up to and including termination, and/or referral under Salida's Employee Handbook and ethics policy.

5. Responsible Use Standards

Personnel using Generative AI must ensure their use aligns with the standards of professional conduct, transparency, and public trust expected of government officials. Responsible use requires attention to accuracy, prevention of bias, and lawful handling of data. This section outlines mandatory practices when using AI tools.

5.1 User Prompts

Personnel must ensure that any input submitted to a Generative AI tool aligns with the following:

- Prompts must not include any personal, sensitive, or confidential information.
- Prompts must be free from discriminatory or inappropriate language.
- Users must treat all prompt and uploaded information as public records which might be open to the public under the Colorado Open Records Act (CORA).

5.2 Review for Accuracy

AI-generated content must be reviewed for factual accuracy and consistency before being used or shared. Personnel must:

- Review and verify all information created by Generative AI.
- Cross-check facts, citations, figures, and quotes.
- Independently verify any interpretations, policy recommendations, or statistical summaries generated by AI.

AI-generated content may never be relied upon as authoritative or final without human oversight and verification.

5.3 Duty to Prevent Bias

Personnel must proactively identify and remove bias, stereotypes, or potentially discriminatory implications in AI-generated content. Specifically:

- Content must be reviewed for bias related to race, ethnicity, gender, disability, age, national origin, religion, sexual orientation, or socioeconomic status.
- Personnel must be alert to patterns of bias embedded in outputs that reflect the source material used to train the AI model.
- Employees must not use AI to make or support any decision involving protected classes or that could result in a disparate impact under federal or state civil rights laws.

If any AI-generated content appears to reflect bias, the personnel must edit the content to remove bias. Supervisors must be notified of biased responses.

5.4 Copyright and Attribution

Before using any AI-generated content externally or publicly, personnel must confirm that:

- The content does not include copyrighted material without written permission.
- Any AI-generated content used in official communication is disclosed as such, with an attribution to the use of a Generative AI tool.
- If citation is appropriate (e.g., in reports or publications), Generative AI must be cited in accordance with applicable style guides or protocols.

6. Data Security Requirements

The use of Generative AI tools within the City of Salida must comply with all applicable laws and internal policies governing cybersecurity, data protection, and confidentiality. Because Generative AI platforms transmit and store information on external servers beyond the local jurisdictions' control, strict data handling standards as outlined above are required to reduce the risk of unauthorized disclosure or misuse.

6.1 Protection of Personal and Confidential Information

Personnel must not enter or upload any of the following into Generative AI tools:

- PII or other personal information.
- Any non-public data, including internal plans, strategy documents, infrastructure maps, or legal files.
- Personnel records, internal HR materials, or documents concerning performance, discipline, or hiring decisions.
- Utility usage data.
- Sensitive or protected records that are confidential under federal, state, or local law.
- Passwords, credentials, or other access or security codes.

Violations may result in disciplinary actions up to, and including, termination.

6.2 System and Access Security

- Only approved Generative AI tools may be used for work purposes.
- Generative AI must be used on accounts owned by the City, personal accounts may never be used for work performed for the City.
- Account credentials for AI platforms must not be shared between users and must be stored securely.

- For Generative AI tools embedded in third-party software, personnel must confirm whether that software has been approved for secure use (such as Microsoft CoPilot that is often included in Microsoft Office Products).

6.3 Data Retention and Public Records

- Prompts and outputs generated through AI tools may constitute public records under the Colorado Open Records Act (CORA) and must be managed and retained accordingly.
- Personnel must follow applicable records retention schedules and consult with the municipal records custodian or legal counsel if uncertain about retention or disclosure obligations.

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

Approved and adopted by:

City Administrator

Date

This policy shall be subject to review on January 20th, 2027 or more frequently if necessary.



City Council Action Form

Department	Presented By	Date
Administration	Christy Doon - City Administrator	January 20, 2026

Agenda Item

Ordinance 2026 - 01, An Ordinance of the City Council of the City of Salida, Colorado, Approving the Tenderfoot Communication Site Lease with Smiling J LLC d/b/a Hilltop Broadband, second reading and public hearing.

Background

In 2012 the City of Salida, through a grant from the Department of Local Affairs, constructed a communications site, including a tower and equipment shelter, on Tenderfoot Mountain. The site currently houses equipment for Visionary Broadband, Hilltop Broadband, Verizon, KHEN Radio and Emergency Services.

The City entered into a lease agreement with Hilltop Broadband in 2014 and both parties wish to continue the relationship agreement.

Recommendation

Staff recommend Council approve the new Tenderfoot Communications Site Lease Agreement.

Fiscal Impact

From the commencement date until January 31, 2027, monthly rent shall be \$750.

From February 1, 2027, until January 31, 2028, monthly rent shall be \$1,000.

From February 1, 2028, until January 31, 2029, monthly rent shall be \$1,250.

From February 1, 2029, until January 31, 2030, monthly rent shall be \$1,500.

From February 1, 2030, until January 31, 2031, monthly rent shall be \$1,545.

Following the initial term, the rent and monthly installments shall increase by 4% annually.

Motion

A City Councilmember should state, "I move to _____ Ordinance 2026 - 01, An Ordinance of the City Council of the City of Salida, Colorado, Approving the Tenderfoot Communication Site Lease with Smiling J LLC d/b/a Hilltop Broadband, on second reading", followed by a second and a roll call vote.

**City Of Salida, Colorado
Ordinance No. 01
(Series of 2026)**

**An Ordinance of the City Council of the City of Salida, Colorado Approving
Tenderfoot Communications Site Lease with Smiling J LLC d/b/a Hilltop
Broadband**

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, in 2012 the City of Salida constructed a communication site including a tower and equipment shelter (“Tenderfoot Communications Site”) in order to facilitate additional broadband service within Salida and the surrounding area; and

WHEREAS, Smiling J LLC d/b/a Hilltop Broadband entered into a lease agreement with the City of Salida via Ordinance 2014-14 to lease space at the Tenderfoot Communications Site; and

WHEREAS, the City of Salida and Smiling J LLC d/b/a Hilltop Broadband wish to continue the relationship.

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. The City Council for the City of Salida hereby authorizes and approves the lease with Hilltop Broadband on the terms and conditions contained as Exhibit A attached hereto and incorporated herein. The City Administrator is hereby authorized to execute the Lease by and on behalf of the City.

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.

Section 4. City officials are hereby authorized to take such action as appropriate to implement the Lease Agreement.

Section 5. The City Council finds and declares that this Ordinance is promulgated and adopted pursuant to the City's police power to preserve and protect the public health, safety, and welfare of the City and its residents, and bears a rational relation to the legislative objects sought to be obtained.

Introduced on First Reading, on the 6th day of January, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 6th day of January, 2026, and set for Second Reading and Public Hearing on the 20th day of January, 2026.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 20th day of January, 2026.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the 6th day of January, 2026, and by Title only, after final adoption on the 20th day of January, 2026.

City Clerk/Deputy City Clerk

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (“Agreement”), dated as of the latter of the signature dates below (the “Effective Date”), is entered into by the City of Salida, a Colorado statutory city (“Landlord”), and Smiling J LLC d/b/a Hilltop Broadband, a Colorado limited liability company, with its principal office located at 4015 S. Lincoln Avenue, Suite 500, Loveland, Colorado 80537 (“Tenant”).

BACKGROUND

Landlord is the owner of land and facilities located at the crest of Tenderfoot Mountain in the City of Salida, Chaffee County, State of Colorado (the “Property”), as further described on Exhibit A. Landlord is also the owner of a communications tower which is situated on a portion of the Property (the “Tower”). Tenant is a broadband communications provider and is permitted, licensed, or otherwise authorized by the applicable federal or state governmental authority to operate in all or some areas of the City of Salida. Landlord desires to permit use by Tenant and the Tenant desires to use a portion of the Property and Tower as described below in order to enable Tenant to erect, operate and maintain certain communication equipment of Tenant in connection with its broadband communications business.

1. RIGHT TO LEASE. Landlord grants to Tenant the right to lease a portion of the Property consisting of 1) physical space on the Tower to install wireless antennas, 2) space within the existing communications shelter (the “Shelter”) to install the necessary network rack, equipment and power infrastructure, and 3) space within the communications conduit to install and maintain fiber optic cable, together with a non-exclusive easement for ingress and egress and as further described on Exhibit B (collectively, the “Leased Premises”). The Leased Premises, and the specific Tenant facilities and equipment located at and on the Leased Premises as of the Effective Date are depicted on Exhibit B.

2. PERMITTED USE.

(a) Tenant shall use the Leased Premises solely for the purposes of providing broadband communications services, for which it has received all necessary approvals from either the Colorado Public Utilities Commission, the Federal Communications Commission (“FCC”), or as otherwise allowed by law.

(b) The Leased Premises may be used for the transmission and reception of communications signals and the installation, construction, maintenance, repair and operation of communications fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and any other items necessary to the successful and secure use of the Leased Premises (collectively, the “Communications Facilities”). Tenant has the right to install and operate transmission cables from the Shelter to the antennas, electric lines from the main feed to the Shelter or cabinet and communication lines from the main entry point to the Shelter or cabinet in the locations depicted on Exhibit B. Landlord and Tenant acknowledge that Exhibit B contains the general description of a future rack location Tenant wishes to install in the Shelter. The generally described future rack location set forth in

Exhibit B may only be installed by Tenant in the Shelter if (i) there is sufficient space in the Shelter to install such rack, (ii) Tenant is solely responsible (financially and otherwise) for any additional necessary improvements or modifications to the Shelter necessitated by such addition(s), and (iii) Tenant obtains Landlord's prior approval of such installation once the items Tenant would like to install are determined. Tenant may also install and maintain a fiber-optic cable within the conduit that runs from the Shelter to the power infrastructure as noted in Exhibit B. It is acknowledged that Landlord owns the existing conduit. Tenant accepts the Leased Premises, including, without limitation, the existing conduit "As-Is, Where-Is" with all faults. It is understood and agreed that when another tenant of the Landlord locates cabling in trenches along the roadway to the Tower site and removes all of the existing exposed conduit, Tenant shall, within ninety (90) days of written notice from Landlord, supply its own new conduit and relocate its Communications Facilities into these trenches at Tenant's expense, whereupon Tenant shall own such conduit. Tenant may upgrade or exchange any equipment that is like kind, and of the same size, location and general appearance as that equipment being replaced. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communications Facilities on the Property and/or Tower. Tenant shall be responsible for the cost of any repairs for any damage caused to the Tower or any other part of the Property during installation, use, maintenance and removal of Tenant's Communications Facilities.

(c) All existing Communications Facilities shall be specifically identified in Exhibit C. Except as provided herein, prior to any alteration or modification to Tenant's Communications Facilities Tenant shall submit copies of the site plan, floor plan, sections, elevations, structural plans, and specifications to Landlord for prior approval. Landlord shall give such written approval or provide Tenant with its requirements for changes upon completion of the development application review process. Notwithstanding the foregoing, prior approval of Landlord is not required for routine maintenance, repairs, the like-kind replacement of the Communications Facilities, or any modifications to the interior of the equipment shelter or items housed therein, so long as the resulting Communications Facilities are of comparable size and exterior appearance, do not extend beyond the space indicated for any of the Communications Facilities identified on Exhibit B, and are in full compliance with this Agreement and all applicable laws and regulations.

(d) Smoking; Solicitations; Dangerous Activities. The Leased Premises are a smoke-free environment. Tenant shall not permit any smoking, canvassing, soliciting or peddling on the Leased Premises. Tenant shall not permit dangerous activities on the Leased Premises.

3. TERM.

(a) The Initial Term of this Agreement shall be five (5) years commencing on February 1, 2026 (the "Commencement Date"), unless it is terminated earlier as expressly provided in this Agreement. The Initial Term will terminate on the fifth (5th) annual anniversary of the Commencement Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year terms (the "Extension Terms"), upon the same terms and conditions, unless either the Tenant or Landlord notifies the other in writing of their respective intention not to renew this Agreement no

more than one-hundred and eighty (180) days and no less than ninety (90) days prior to the end of the Initial Term of this Agreement or any Extension Term, whichever is applicable.

(c) The Initial Term and any Extension Terms are collectively referred to as the "Term."

4. RENT.

(a) During the Initial Term Tenant shall pay to Landlord an annual rental in the following amounts (the "Rent"):

(i) From the Commencement Date until January 31, 2027, Nine Thousand Dollars (\$9,000.00) in monthly installments of Seven Hundred Fifty Dollars (\$750.00);

(ii) From February 1, 2027 until January 31, 2028, Twelve Thousand Dollars (\$12,000.00) in monthly installments of One Thousand Dollars (\$1,000.00);

(iii) From February 1, 2028 until January 31, 2029, Fifteen Thousand Dollars (\$15,000.00) in monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00);

(iv) From February 1, 2029 until January 31, 2030, Eighteen Thousand Dollars (\$18,000.00) in monthly installments of One Thousand Five Hundred Dollars (\$1,500.00); and

(v) From February 1, 2030 until January 31, 2031, Eighteen Thousand Five Hundred Forty Dollars (\$18,540.00) in monthly installments of One Thousand Five Hundred Forty Five Dollars (\$1,545.00).

(vi) The first monthly installment of Rent shall be paid by Tenant to Landlord upon the Commencement Date and subsequent monthly installments of Rent shall be due and payable on or before the first day of each calendar month thereafter during the Term. Rent shall be payable to Landlord at City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201; Attention: Payables/Finance Department.

(b) Following the Initial Term, the Rent and monthly installments shall increase four percent (4%) annually during the Term on each anniversary of the Commencement Date.

(c) Tenant shall pay Landlord a late payment charge equal to ten percent (10%) of the late payment for any payment 30-days past due. Any amounts not paid when due shall bear interest until paid at the rate of one and one-half percent (1.5%) per month.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Leased Premises is contingent upon the suitability of the Leased Premises for Tenant's permitted use and Tenant's ability to obtain and

maintain all government approvals. Landlord authorizes Tenant to prepare, execute and file any required applications to obtain government approvals for Tenant's permitted use under this Agreement and further agrees to cooperate with Tenant, at no cost to Landlord, in making such applications for and with obtaining and maintaining the government approvals required for the provision of communication services.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice, and Tenant shall be responsible for any costs or fees incurred in connection therewith. In the event Tenant determines, in its reasonable discretion, due to the title report results or survey results, that the condition of the Leased Premises will not permit the use granted under this Agreement, Tenant will have the right to terminate this Agreement upon thirty (30) days' written notice to Landlord.

6. **TERMINATION.** This Agreement may be terminated as follows:

(a) by either party on ten (10) days' prior written notice, if the other party remains in default after the applicable cure period expires;

(b) by Tenant upon one hundred twenty (120) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to one year's Rent, at the then current rate, or if less than one (1) year remains in the Term the Rent that is required by the terms of this Agreement to be paid by Tenant for such remaining Term; provided, however, no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5(b) (Approvals), 6(a) (Termination), 11(c) (Hazardous Substances), 18 (Condemnation and Eminent Domain), or 19 (Casualty);

(c) by Landlord if any government body, other than Landlord, passes an ordinance, law, or regulation that would interfere or render impossible performance of this Agreement or if the structure to which Tenant's equipment is attached is scheduled for removal or deconstruction. If permissible, Landlord shall provide Tenant with ninety (90) days' notice to surrender the Leased Premises and all interests to the Landlord. Tenant shall have no claim against the Landlord for any loss or damage; or

(d) by Landlord upon sixty (60) days' written notice if it determines, (i) based on a certified structural review that there exists structural damage or (ii) destruction of all or part of the Property from any source, provided that Landlord shall first undertake reasonable efforts, as determined by Landlord, to recover any applicable damages from the party causing such damage or destruction and thereafter if Landlord is unable to recover such damages after undertaking such efforts to collect such amounts, Tenant shall then be offered the opportunity to repair the damage. All structural repairs performed by Tenant shall become the property of the Landlord immediately upon completion of such repairs. The cost of such repairs shall be applied towards future monthly Rent charges.

(e) This Agreement shall terminate automatically if events occur and notice is provided as described in Sections 18 and 19 of this Agreement.

(f) Force Majeure. Neither party shall be liable for its inability to perform its obligations under this Agreement, excluding, however, any payment obligations, which payment obligations must always be performed, if caused by conditions beyond its reasonable control including but not limited to acts of terrorism, environmental conditions, pandemics, epidemics, labor strikes, protests, perils and hazards, and acts of God. In the event either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control, that party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Agreement or to procure a substitute for such obligation which is satisfactory to the other party. If either party believes that a reason beyond its reasonable control has prevented or delayed its compliance with the terms of this Agreement, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this subsection (f), the party claiming such excuse shall promptly give written notice to the other party to this Agreement of any event or occurrence which it believes falls within the contemplation of this subsection, and shall not be in default so long as that party is diligently working toward complying with its obligations under this Agreement at the earliest possible time.

(g) If an event causing damage to the Tower and/or Shelter renders the Tenant unable to operate its Communications Facilities, all Tenant payment obligations outlined in the Agreement shall be maintained so long as the Landlord is making a good faith effort to restore the Tower and/or Shelter to a usable state. If the required repairs to render the Tower and/or Shelter usable take longer than sixty (60) days, and if other temporary options to allow for operation of the Communication Facilities at a level of performance that is comparable to the levels obtained from the Communication Facilities on the Tower are not available to Tenant, the monthly Rent owed by Tenant shall be suspended until its Communications Facilities can be utilized. Notwithstanding the foregoing, if the event causing damage to the Tower and/or Shelter was caused by Tenant or its contractors' acts or omissions, Tenant's payment obligations outlined in this Agreement shall continue uninterrupted and Tenant shall be solely responsible for any required repairs to render the Tower and/or Shelter usable.

7. INSURANCE.

(a) During the Term of the Agreement, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with limits of One Hundred Thousand Dollars (\$100,000.00) for each accident/disease/policy limit.

(ii) Commercial general liability insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury (including death) and property damage and Five Million Dollars (\$5,000,000.00) general aggregate, including for bodily injury,

blanket contractual liability insurance for all written contracts, products and completed operations liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees, or agents, with limits of One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage.

(b) All policies other than those for Worker's Compensation and Employer's Liability shall be written on an occurrence and not on a claims made basis.

(c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated above.

(d) All policies, except for the Worker's Compensation and Employer's Liability policies, shall name Landlord and its officers, boards, commissions and employees as additional insureds (collectively, the "Additional Insureds").

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section 7 shall be provided to the Landlord annually during the Term of the Agreement. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

(f) Cancellation of Policies of Insurance. All insurance policies required pursuant to this Agreement shall contain the following endorsement:

"At least thirty (30) days prior written notice of cancellation or change of any required coverage shall be given to the City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201; Attention: City Administrator."

(g) Insurance Companies. All insurance shall be effected under valid and enforceable policies, issued by insurers licensed, authorized or permitted to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A-:VII or better by A.M. Best Company.

(h) Deductibles. Tenant agrees to indemnify and hold harmless Landlord and the Additional Insureds from and against the payment of any deductible and from and against the payment of any premium on any insurance policy required to be obtained and maintained by Tenant under this Agreement.

(i) Contractors. Tenant shall require that every one of its contractors and their subcontractors who perform work on the Leased Premises and/or the Tower carry, in full force and effect, substantially the same coverage with substantially the same limits as required of Tenant.

(j) Review of Limits. Landlord may periodically review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds then upon prior written notice to Tenant, Tenant shall obtain the additional limits of insurance, at its sole cost and expense.

8. INTERFERENCE.

(a) Upon the written request of the Tenant, where there are existing radio frequency user(s) on the Property and/or the Tower, the Landlord (to the best of its abilities) will provide Tenant with a list of all existing radio frequency user(s) on the Property and/or the Tower to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Leased Premises will not interfere with existing radio frequency user(s) on the Property and/or the Tower so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further agrees that it will cooperate with Landlord and with any other radio frequency user(s) Landlord permits to be on the Property and/or the Tower, by sharing the requisite information to determine what potential interference issues may exist and to take all reasonable steps necessary to avoid such interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communications Facilities, the operations of Tenant or the rights of Tenant under this Agreement.

(c) The Tenant's Communications Facilities shall be of the type and frequency which will not cause measurable interference, as defined by the FCC, to any currently leased and legally operating communications equipment of the Landlord, other existing entities on the Property, or adjacent landowners. In the event Tenant's Communications Facilities cause such interference, Tenant shall take all reasonable steps necessary to correct and eliminate the interference.

(d) Prior to commencing operations of its Communications Facilities, Tenant shall provide written assurance, in a format reasonable and customarily accepted by the federal government, ensuring that Tenant's Communications Facilities comply with all federal requirements for radio frequency ("RF") emissions, and that Tenant's Communications Facilities will not cause measurable interference with the equipment located on the Property and/or adjacent property. The Landlord may, at the commencement of any Extension Term, in response to a formal interference claim, or at any other time in its reasonable discretion not to exceed one (1) time in any calendar year, require Tenant to engage in testing through a qualified radio frequency engineer, to determine Tenant's RF emissions levels at the Property, as they relate to the total RF environment related to operations on the Tower. All costs of testing and compliance shall be borne equally by Tenant and such other tenants that are similarly situated. Notwithstanding the foregoing, tenants operating equipment, all of which is below the 500Mhz threshold, and tenants operating exclusively equipment on the Tower that is used for public safety and/or emergency communications shall be exempt from paying any of the foregoing testing and compliance costs.

(e) Tenant understands that no use of the Leased Premises and/or Property will be permitted which exceeds federal RF emissions standards within and at the boundaries of the Leased Premises and/or Property. If the cumulative RF emissions levels ever exceed federal standards, all users of the Leased Premises and/or Property that are not public sector entities, including Tenant, will be required to modify operations on a reasonably comparable level, in order to bring the overall RF emissions into compliance.

(f) Notwithstanding any other provision to the contrary, Tenant's activities shall not interfere with the peaceful enjoyment of the Property by Landlord and/or any other tenants, lessees, or licensees, or endanger the health or safety of Landlord's employees and/or such other tenants, lessees, or licensees.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair, or removal of the Communications Facilities or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, or agents.

(b) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, or special damages.

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. WARRANTIES. Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

11. HAZARDOUS SUBSTANCES.

(a) Tenant represents and warrants that its use of the Leased Premises and/or Tower will not generate any Hazardous Substance, and it will not store or dispose of on the Leased Premises and/or Tower nor transport to or over the Leased Premises and/or Property any Hazardous Substance. Tenant further represents and warrants that its installation and maintenance of its Communications Facilities will not involve the bringing of any asbestos containing material onto the Property. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such Hazardous Substance and any damage, loss, expense, or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees, or agents. Landlord shall be responsible for any release of a Hazardous Substance caused by Landlord, including any damage, loss, expense, or liability resulting from such release. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated

as hazardous, or other similar term, by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

(b) Tenant's indemnification obligations set forth in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority.

(c) In the event Tenant becomes aware of any Hazardous Substance on the Property that was not caused by Tenant, its employees, agents, or contractors, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's reasonable determination, renders the condition of the Leased Premises unsuitable for Tenant's use that was not caused by Tenant, its employees, agents, or contractors, or if the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of government action, intervention, or third-party liability, which action, intervention, or third-party liability was not caused by Tenant, its employees, agents, or contractors, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon written notice to Landlord.

(d) Notwithstanding anything to the contrary herein, Tenant shall have the right to store and use standard quantities of batteries, diesel fuel for backup generators, and any other substances required for the operation of Tenant's Communications Facilities so long as it does so in full compliance with all applicable laws.

12. ACCESS.

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and contractors, will have reasonable access, including emergency access, twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access to and over the Property, to the Leased Premises, for the installation, maintenance and operation of the Communications Facilities and any utilities serving the Leased Premises. All work to the maximum extent possible however, shall be performed by Tenant on non-holiday weekdays between 7:00 am and 5:00 pm. Tenant shall immediately call Chaffee County Dispatch at (719) 539-2596, or such other number as may be provided by Landlord to Tenant, to report any emergency to Landlord. Tenant shall provide to the Landlord a twenty-four (24) hour per day, seven (7) day per week, emergency contact name and telephone number. Notwithstanding the foregoing, Tenant understands and acknowledges that the Landlord may install Christmas lights above the road leading to the Tower at a height of approximately ten (10) feet during the months of November through January. In connection with accessing the Leased Premises during this time period, Tenant is solely responsible for ensuring that its vehicles and equipment can safely access the Leased Premises without causing any damage, including, without limitation, damage to the Christmas lights. Should Tenant, its employees or contractors cause any damage, including, without limitation damage to the Christmas lights, Tenant shall immediately repair such damage to Landlord's reasonable satisfaction at Tenant's sole cost and expense. Tenant shall additionally

post such emergency contact information in a visible location at the Leased Premises. Tenant and its contractors' vehicles shall be clearly marked with a company logo or shall be otherwise reasonably identifiable. Landlord grants to Tenant a license for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. In the event any public utility is unable to use the access provided to Tenant then the Landlord agrees to work with Tenant to identify and grant additional access in a location acceptable to both parties either to Tenant or to the public utility, for the benefit of Tenant.

(b) Security and Invitees. Landlord does not represent that the Property or Leased Premises are safe from theft, injury, or damage to Tenant or Tenant's property. Landlord does not represent that locks or security services or equipment, if any, are provided to protect Tenant's safety, property, or the Leased Premises. Notwithstanding any provision to the contrary, Landlord is not liable for any lack of security with respect to the Property or Leased Premises or for any damages caused by any error or other action regarding the admission to or exclusion from the Property of any person. Tenant is solely responsible for the security of the Leased Premises and its personal property on the Leased Premises. Tenant shall make good faith efforts to monitor and control the conduct of its staff and agents while on the Leased Premises. Tenant shall at all times bear the entire risk of loss to Tenant's property and equipment.

13. REMOVAL/RESTORATION. All portions of the Communications Facilities brought onto the Leased Premises by Tenant will be and will remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communications Facilities constructed, erected, or placed on the Leased Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected, or placed by Tenant on the Leased Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within ninety (90) days following the expiration or earlier termination of this Agreement, Tenant will remove all of Tenant's improvements and Tenant will restore the Leased Premises to its condition immediately preceding the installation of such improvements. Any property not removed within such ninety (90) day period shall be deemed abandoned and thereafter, Landlord shall have a right to keep, dispose, or sell such property in its sole discretion and to recover, if applicable, any expenses it may have in connection therewith from Tenant.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Leased Premises in good condition. Tenant shall maintain the outward appearance of any equipment shelter or other ground equipment.

(b) Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Notwithstanding the foregoing, it is acknowledged that Tenant along with other tenants at the Property store certain of their equipment in the Shelter owned by the Landlord, which Shelter is located on a portion of the Leased Premises. Landlord will from time to time during the Term of this Agreement renovate, make repairs to and maintain all components of such Shelter in its sole discretion. Landlord may request that Tenant perform and pay for any costs associated with

updates or maintenance; provided, however, that Tenant shall not be required to perform any such work unless mutually agreed in writing by the parties in advance. Any such agreement shall specify the scope of work and the amount of the credit to be applied toward monthly Rent, which shall equal the actual, reasonable, and documented costs incurred by Tenant.

(c) Notwithstanding any other provision to the contrary and at Landlord's sole discretion, Landlord may at any time examine, inspect and protect the Property and make alterations, renovations, restorations, repairs, and/or improvements to the Property as long as they do not interfere with Tenant's ability to operate its Communications Facilities.

(d) In addition to the payment of Rent to Landlord, Tenant shall pay to the Landlord Forty Dollars (\$40.00) per month as its share of the utilities used at the Tower site (the "Monthly Utilities Expense"). The first Monthly Utilities Expense payment shall be paid by Tenant to Landlord upon the Commencement Date and subsequent Monthly Utilities Expense payments shall be due and payable on or before the first day of each calendar month thereafter during the Term. The Monthly Utilities Expense shall increase ten percent (10%) during each Extension Term.

(e) Tenant shall pay Landlord a late payment charge equal to ten percent (10%) of the late payment for any payment 30 days past due. Any amounts not paid when due shall bear interest until paid at the rate of one and one-half percent (1.5%) per month.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than ten (10) days after receipt of written notice from Landlord of such failure to pay; (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure; or (iii) if Tenant is adjudicated as bankrupt, makes any assignment for the benefit of creditors, or if Tenant becomes insolvent. No such failure, however, except for payment of Rent, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default, except for payment of Rent, will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it at law or in equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide access to the Leased Premises or cure any interference problem within twenty-four (24) hours after written notice of such default or (ii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord

remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it at law or in equity.

16. ASSIGNMENT.

(a) Tenant may not assign, sublet or otherwise transfer any portion of its interest in this Agreement or the Communications Facilities, by operation of law or otherwise, without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. An assignment, subletting, or transfer in violation of this section shall be null and void and unenforceable against Landlord. Notwithstanding the immediately preceding sentences, Tenant may assign its interest under this Agreement and to the Communications Facilities without Landlord's consent but upon at least thirty (30) days prior written notice to Landlord to (a) one or more entities which shall control, be controlled by, or be under common control with, Tenant, or (b) to any entity which acquires all or substantially all of Tenant's stock or assets in the market defined by the FCC in which the Property is located, in connection with any merger, consolidation or reorganization of Tenant.

(b) Except with respect to any pending claim of default under this Agreement, effective upon transfer by Landlord of Landlord's interest in the Property and/or Tower, Landlord shall be released from all obligations and liabilities arising out of this Agreement.

(c) The parties hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the Term of this Agreement, Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, as it may be amended, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of Section 365 of the Code. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of the Tenant arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Landlord, shall be the exclusive property of the Landlord, and shall not constitute property of the Tenant or of the estate of the Tenant within the meaning of the Code. Any monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to the Landlord shall be held in trust for the benefit of the Landlord and be promptly paid to the Landlord.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant:	Smiling J LLC d/b/a Hilltop Broadband 4015 S. Lincoln Avenue, Suite 500 Loveland, CO 80537
---------------	--

Attention: Accounting Department

If to Landlord: City of Salida, Colorado
448 E. First Street, Suite 112
Salida, CO 81201
Attention: City Administrator

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other party given in the manner as provided for herein.

18. CONDEMNATION AND EMINENT DOMAIN.

(a) In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Leased Premises unsuitable for Tenant's permitted use, this Agreement will terminate as of the date the title vests in the condemning authority. Tenant shall have the right at its sole option and at its sole cost and expense, to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property and leasehold improvements.

(b) If the entire Property or a portion sufficient to render the Leased Premises unfit for occupancy or make it impossible for Tenant to conduct its business is taken by the power of eminent domain, this Agreement shall terminate as of the date of taking. Tenant shall immediately surrender the Leased Premises and all interests to the Landlord. Tenant shall have no claim against Landlord for any loss or damage.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within seven (7) days of the casualty if the casualty is not caused by Tenant, its employees, agents, or contractors, and if such casualty renders the Leased Premises unsuitable for Tenant's operations. If any part of the Communications Facilities or Property is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction so long as such damage was not caused by Tenant, its employees, agents, or contractors. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Tenant shall have no other claims against Landlord for any loss by fire, the elements, or other cause. If notice of termination is not given, and should Landlord or Tenant undertake to rebuild the Communications Facilities and/or Tower, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property and Rent shall be abated until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communications Facilities and/or Tower are completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives all lien rights it may have, statutory or otherwise, concerning the Communications Facilities or any portion thereof. The Communications Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communications Facilities from time to time in Tenant's sole discretion and without Landlord's consent.

21. MECHANICS' AND MATERIALMANS' LIENS. Tenant shall not permit any mechanics' or materialmen's liens to be filed against the Leased Premises or the Property by reason of work, labor, services, or materials performed or furnished to or for the benefit of Tenant, its transferees, successors, or permitted assigns. If any such lien is filed, Tenant may contest the same in good faith, but notwithstanding contest, Tenant shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, entry of an order of court of competent jurisdiction, or otherwise. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. TAXES.

(a) Landlord is exempt from paying taxes. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property.

(b) Tenant shall have the right to, at its sole option and at its sole cost and expense, to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements.

23. MISCELLANEOUS.

(a) **Amendment; Waiver.** This Agreement cannot be amended, modified, or revised unless done so in writing and then signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision, benefit, or obligation under this Agreement shall be deemed waived, unless such waiver is in writing and signed by the party charged with such waiver. No course of dealing between the parties nor any failure by either party at any time, or from time to time, to enforce any term or condition of this Agreement shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way, or affect the right of the parties at any time to avail themselves of such remedies as they may have for any breach of such term or condition.

(b) **Inurement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(c) **Third Party Rights.** This Agreement does not create a standard of care for Landlord and does not enlarge Landlord's duties under any applicable law, regulation, or ordinance. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any party besides Landlord or Tenant receiving services or benefits under this Agreement is only an incidental beneficiary.

(d) **Entire Agreement.** This Agreement together with the exhibits attached hereto constitutes the entire agreement of the parties hereto and supersedes all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law; Venue.** The provisions of this Agreement shall be governed by the laws of the State of Colorado, without giving effect to any conflict of law provisions. Any judicial proceeding brought hereunder shall be brought exclusively in Chaffee County, Colorado. Each party hereby consents to the jurisdiction of such county and waives any defense or objection to such jurisdiction and/or venue.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including, without limitation”; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledge that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Property. The requested party's failure to deliver such statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

(j) **Counterparts; Signatures.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart. Signatures on this Agreement

delivered by facsimile or electronically in a portable document format (pdf) shall be deemed to constitute original signatures.

(k) **Survival of Provisions.** Any obligation of the parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive the expiration or earlier termination of this Agreement.

(l) **Subordination.** Tenant accepts this Agreement subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Property and to any renewals, modifications, consolidation, refinancing, and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Agreement on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Agreement.

(m) **Attorney's Fees.** In the event of any action filed in relation to this Agreement, the prevailing party in such matter shall be entitled to recover from the other party its reasonable attorney's fees and costs.

(n) **TABOR.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City of Salida not performed during the current fiscal year is subject to annual appropriation by the City of Salida, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

(o) **Governmental Immunity.** The City of Salida is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City of Salida.

(p) **Open Records.** The parties understand and agree that as a public entity, the City of Salida is subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.*, as amended, and as such, this Agreement is subject to public disclosure.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD
City of Salida, Colorado

DATE: _____

By: _____
Print Name: _____
City Administrator

TENANT
Smiling J LLC d/b/a Hilltop Broadband,
a Colorado limited liability company

DATE: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property is situated on a portion of Parcel ID 368133200001 as recorded with the Chaffee County Assessor's Office, which is located on County Road 176 in Unincorporated Chaffee County, Colorado.

The Property includes the Tower and Shelter, which is located at the high point of County Road 176 at the crest of Tenderfoot Mountain. The location of the Tower and Shelter are identified in the below graphics.

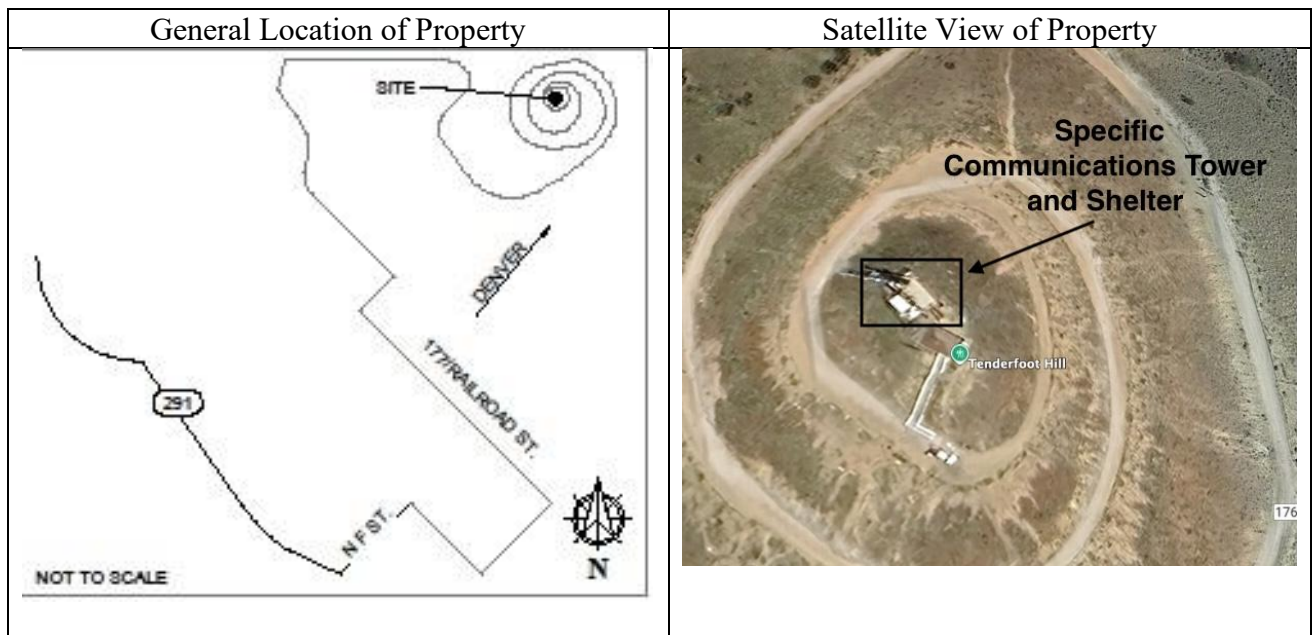


EXHIBIT B

Description of Leased Premises with Drawings and Description/Location of Permitted Tower Use and Related Utility Easements

Tower Photos (Hilltop Equipment Highlighted)

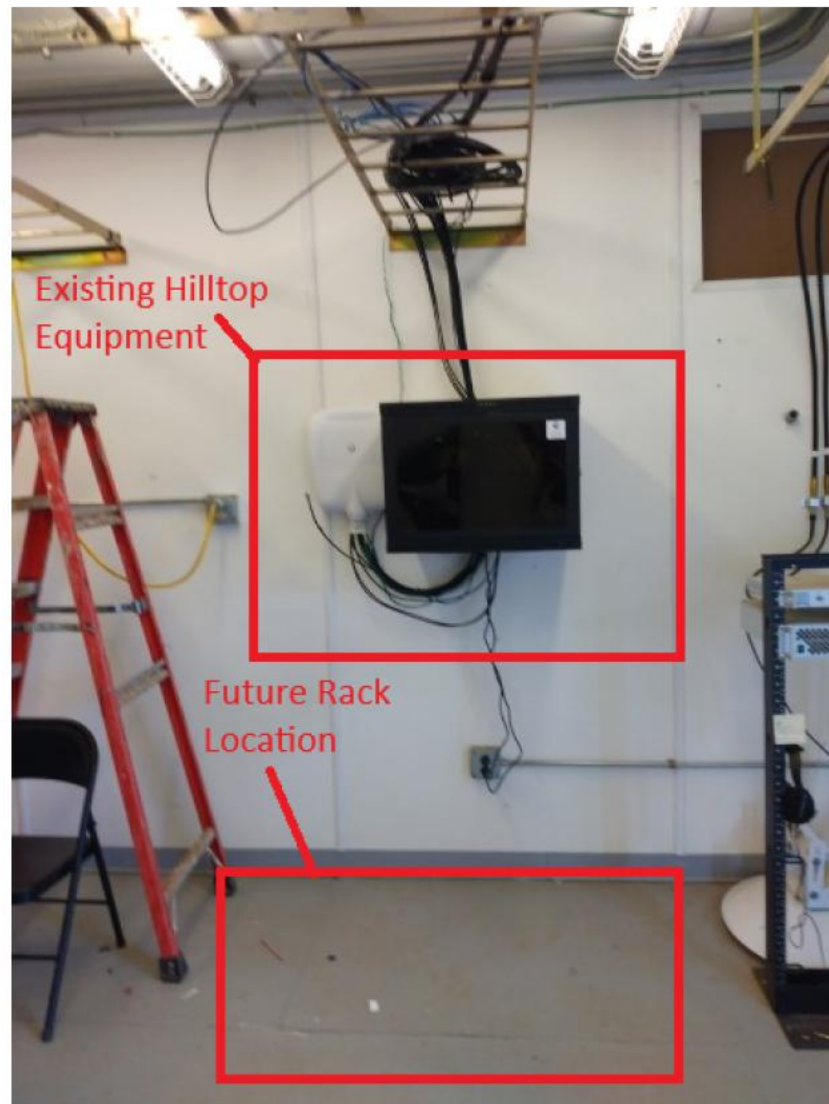


View of Hilltop Broadband Equipment on Tower (1 of 2)



View of Hilltop Broadband Equipment on Tower (2 of 2)

Interior Equipment and Notes



Existing Hilltop Equipment and Future Rack Location

Space Usage Note

Hilltop Broadband occupies one black equipment cabinet inside the shelter.

Compliance Statement

All equipment is FCC certified and installed to industry standards.

EXHIBIT C

Existing Communication Facilities

Equipment Overview

Hilltop Broadband maintains telecommunications equipment mounted at multiple orientations on the Tenderfoot Mountain tower.

Equipment	Qty	Height (AGL)	Dimensions (each)
Ubiquiti AirFiber 5XHD (SA link)	1	~12 ft	9" × 4" × 2"
Ubiquiti AirFiber 5 (TF → PCH link)	1	~15 ft	25.6" × 9.6" × 7.5"
Ubiquiti AirFiber 24 (GS link)	1	~30 ft	16" diameter × 10.4" depth
Rocket Prism 2AC sector (315°)	1	~50–55 ft	36" × 10" × 4"
Rocket Prism 2AC sector (SW)	1	~50–55 ft	36" × 10" × 4"
Rocket Prism 2AC sector (W)	1	~50–55 ft	36" × 10" × 4"
Rocket Prism 5AC Gen2 sector (270°)	1	~50–55 ft	24" × 10" × 4"
Rocket Prism 5AC Gen2 sector (200°)	1	~50–55 ft	24" × 10" × 4"
Rocket Prism 5AC Gen2 sector (330°)	1	~50–55 ft	24" × 10" × 4"

Shelter Equipment (Inside Black Cabinet)

Quantity	Model	Notes
2	Ubiquiti EdgePower	DC power units
1	Ubiquiti EdgePoint S16 Switch	Managed PoE switch
2	Duracell 12V 80AH Batteries	Backup power



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Arts and Culture	Diesel Post – Art, Parks, Recreation and Culture Director	1/20/26

ITEM

Consent Agenda –Second reading for Ordinance 2026-02: An Ordinance of the City Council for the City of Salida, Colorado Amending Section 2-16 of Article XVI of the Salida Municipal Code to replace it in its entirety.

BACKGROUND

During the 2025 Public Arts Commission update work session, Director Post brought up the need to expand and clarify the duties of the Public Art Commission to include advisement on resource allocation, programming focus, and Department direction. Additionally, the new Land Use Code calls out that the PAC be the reviewing body for “Creative signs” (often considered murals). The rewrite also requires the Commission to review sponsorship and fund requests from the newly created Salida Arts and Culture Fund. The Salida Arts and Culture Fund is managed by the Chaffee County Community Foundation and is intended as a means for the community to financially support the Arts and Culture efforts of the department. This ordinance rewrites the Municipal Code to change the name of the commission from the “Public Art Commission” to the “Arts and Culture Advisory Commission”, expands the scope, and clarifies the roles of the commission.

Highlighted changes to scope of commission:

- To evaluate the arts and cultural budget in January, February, July, and August of each year;
- To recommend funding priorities and strategic initiatives to the City Council in April of each year;
- To facilitate public input regarding arts, cultural programming, and projects and to share that input with City staff;
- To respond to requests for input, suggestions, or review of arts and cultural projects from City Council and City staff;
- To review creative sign permit applications in accordance with Chapter 16;
- To review sponsorship partnership requests; and
- To provide input to Chaffee County Community Foundation on annual distribution plan for the Salida Arts and Culture Fund.

After first reading, the legal team amended the “membership and organization” section (a) to read: *“The Arts and Culture Advisory Commission shall consist of up to nine (9) members appointed by City Council.”*

SUGGESTED MOTION

A City Councilmember should state, “I move to _____Ordinance 2026-02: An Ordinance of the City Council for the City of Salida, Colorado Amending Section 2-16 of Article XVI of the Salida Municipal Code to replace it in its entirety”, followed by a second and a roll call vote.

Attachments:

Ordinance 2026-02

**City Of Salida, Colorado
Ordinance No. 02
(Series of 2026)**

**An Ordinance of the City Council of the City of Salida, Colorado
Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and
Commissions, to Change the Name, Purpose, Membership and Organization,
and Powers and Duties Sections of the Public Art Commission to the Arts and
Culture Advisory Commission**

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, pursuant to C.R.S. § 31-15-101, *et seq.* the City, by and through its City Council, possesses the authority to change and establish boards and commissions in order to effectively administer various programs, operations, and powers; and

WHEREAS, Chapter 2 of the Salida Municipal Code (“Code”) addresses Administration and Personnel and Article XVI addresses the Public Art Commission (“PAC”); 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 to change the name of the PAC to the Arts and Culture Advisory Commission (“ACAC”) and to establish the purpose, membership and organization, and powers and duties of the ACAC.

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 XVI of the Salida Municipal Code is repealed and replaced to read as follows:
Arts and Culture Advisory Commission.

Section 3. Section 2-16-10 of the Salida Municipal Code is repealed and replaced to read in its entirety as follows:

Establishment.

There is hereby created and established an Arts and Culture Advisory Commission, which shall perform those duties and exercise those powers and responsibilities as set forth in this Article.

Section 4: Section 2-16-20 of the Salida Municipal Code is repealed and replaced

to read in its entirety as follows:

Purpose.

The purpose of the Commission is to provide recommendations to the Salida City Council regarding various and differing art opportunities, cultural programming, and the use of financial and staff resources for artistic and cultural initiatives.

Section 5: Section 2-16-30 of the Salida Municipal Code is repealed and replaced to read in its entirety as follows:

Membership and Organization.

- (a) The Arts and Culture Advisory Commission shall consist of up to nine (9) members appointed by City Council.
- (b) Members shall be appointed through an interview process conducted by a committee of City Council members, City staff, and current Commission members.
- (c) Members shall have experience in cultural and artistic services, including but not limited to visual arts, performance arts, literary, educational, social, etc..
- (d) Members shall serve staggering two (2) year terms. In the event of a vacancy, a new member shall be appointed to serve the remainder of the unexpired term by staff and City Council.
- (e) A majority of the members shall be a quorum for the transaction of business.
- (f) Members of the Board may be removed by action of the City Council for malfeasance, for non-excused failure to attend three (3) consecutive meetings of the Board, or excessive absences deemed detrimental by a majority vote of the Board. To be considered excused, members must contact the Parks and Recreation Director at least twenty-four (24) hours in advance of the scheduled meeting. Excused absences for emergency or illness will be noted in the meeting minutes.
- (g) The officers of the Arts and Culture Advisory Commission shall be the Chairperson, Vice-Chairperson and Secretary. These officers shall perform the duties prescribed by the Board's bylaws and by the City Council. The officers shall be nominated and elected by the Board members by ballot to serve for one (1) year (beginning on March 1) or until their successors are elected.
- (h) The Chairperson shall preside over all meetings of the Arts and Culture Advisory Commission. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.
- (i) The Chairperson shall appoint individuals to standing or special committees of the Board, which action shall be approved by a majority of Board members present. The Chairperson shall be an ex-officio member of all committees. Each committee shall be comprised of at least one (1) other member of the Arts and Culture Advisory Commission, and may also be comprised of City residents or qualified professionals. It shall be the responsibility of each Committee Chairperson to submit reports of each meeting to the Director.

- (j) The most recent edition of "Robert's Rules of Order Newly Revised" shall govern the Board as applicable, unless inconsistent with this Code, the Board's bylaws or any special rules of order the Board adopts.
- (k) Special meetings may be called by the Board Chairperson or upon the written request of three (3) Board members filed with the Parks and Recreation Director. The purpose of the meeting shall be stated at the time of the request.

Section 6: Section 2-16-40 of the Salida Municipal Code is repealed and replaced to read in its entirety as follows:

Powers and Duties.

The Arts and Culture Advisory Commission shall have the following powers and duties:

- (a) To review public art submissions on an ongoing basis;
- (b) To evaluate the arts and cultural budget in January, February, July, and August of each year;
- (c) To recommend funding priorities and strategic initiatives to the City Council in April of each year;
- (d) To facilitate public input regarding arts, cultural programming, and projects and to share that input with City staff;
- (e) To respond to requests for input, suggestions, or review of arts and cultural projects from City Council and City staff;
- (f) To propose public art and cultural projects to the City Council for approval after a majority vote of the Commission;
- (g) To review creative sign permit applications in accordance with Chapter 16;
- (h) To review sponsorship partnership requests; and
- (i) To provide input to Chaffee County Community Foundation on annual distribution plan for the Salida Arts and Culture Fund.

Section 7. 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 6th day of January, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 9th day of January, 2026, and set for Second Reading and Public Hearing on the 20th day of January, 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 ____ day of _____,
20__, 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
Parks and Recreation	Diesel Post – Art, Parks, Recreation and Culture Director	1/20/26

ITEM

Consent Agenda – Second Reading for Ordinance 2026-03: An Ordinance of the City Council for the City of Salida, Colorado, Amending Section 2-14 of Article XIV of the Salida Municipal Code to adjust the PROST's powers and duties to align with other Boards' and Commissions'.

BACKGROUND

With the change of the Arts and Culture Advisory Commission's power and duties, staff felt that it would be appropriate to also update PROST's powers and duties to parallel those of the ACAC .

SUGGESTED MOTION

A City Councilmember should state "I move to _____Ordinance 2026-03, An Ordinance of the City Council for the City of Salida, Colorado Amending Section 2-14 of Article XIV of the Salida Municipal Code to adjust the PROST's powers and duties to align with other Boards' and Commissions'", followed by a second and a roll call vote.

Attachments:

Ordinance 2026-03

**City Of Salida, Colorado
Ordinance No. 03
Series of 2026**

**An Ordinance of the City Council of the City Of Salida, Colorado
Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and
Commissions, to Change the Powers and Duties Section of the Parks, Recreation,
Open Space and Trails Advisory Board**

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, pursuant to C.R.S. § 31-15-101, *et seq.* the City, by and through its City Council, possesses the authority to change and establish boards and commissions in order to effectively administer various programs, operations, and powers; and

WHEREAS, Chapter 2 of the Salida Municipal Code (“Code”) addresses Administration and Personnel and Article XIV addresses the Parks, Recreation, Open Space and Trails Advisory Board (“PROST”); 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 to change the Powers and Duties section of the PROST Advisory Board.

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 2-14-30 of the Salida Municipal Code is repealed and replaced to read in its entirety as follows:

Powers and duties.

The Parks, Recreation, Open Space and Trails Advisory Board shall have the following powers and duties:

- (a) To review parks, recreation, open space, and trail operations and programs on an ongoing basis;
- (b) To evaluate the budget for parks, recreation, open space, and trails in January, February, July, and August of each year;
- (c) To recommend funding priorities and strategic initiatives to the City Council in April of each year;
- (d) To facilitate public input regarding projects and programming related to parks, recreation, open space, and trails;
- (e) To respond to requests for input, suggestions, or review of parks, recreation, open space, and trail projects from City Council and City staff;

- (f) To propose projects to the City Council for approval after a majority vote of the Board;
- (g) To review creative memorial applications and recommend approval to staff; and
- (h) To review outbound sponsorship applications when deemed appropriate by staff.

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 6th day of January, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 6th day of January, 2026, and set for Second Reading and Public Hearing on the 20th day of January, 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 ____ day of _____, 20__, 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
Administration	Christy Doon - City Administrator	January 20, 2026

AGENDA ITEM

Council Liaison Appointment to the Arts and Culture Advisory Commission (ACAC), formerly Public Art Commission (PAC).

BACKGROUND

At the December 16 council meeting, Council Member Pappenfort was appointed as the liaison to the Public Art Commission. Council Member Pappenfort also serves on the Chaffee Housing Authority Board and subsequently learned that CHA meetings occur on the same day and time as ACAC meetings; therefore, she is unable to serve as the liaison to the ACAC.

RECOMMENDATION

Staff recommends Council appoint a liaison to the Arts and Culture Advisory Commission.

FISCAL IMPACT

There is no fiscal impact

MOTION

A City Councilmember should state, "I move to appoint the Council member _____ as Council Liaison to the Arts and Culture Advisory Commission," followed by a second and a roll call vote.



City Council Action Form

Department	Presented By	Date
Administration	Christy Doon - City Administrator	January 20, 2026

Agenda Item

Resolution 2026-03, A Resolution of the City Council of the City of Salida, Colorado, Establishing an Affordable Housing Fee Transfer Policy

Background

In 2020, City Council adopted a Fee Waiver and Reduction Policy, which is attached to this Council Action Form. This policy pertains to all requests from individuals, entities or organizations coming to staff and Council. The policy provided for a clear and consistent decision-making process. What is unclear is how the policy was enforced or implemented by various departments and Council.

The City has made policy decisions to reduce fees. For example, water and wastewater system development fees are discounted 60% for legally restricted affordable housing units and school fees are waived for legally restricted affordable housing units.

In recent years, Staff and Council have seen an increase in the number and types of fee waiver and reduction requests. These requests, when granted, negatively affect the “receiving” fund and associated activity. Requests for fee waivers and reductions have increased primarily in the affordable housing realm. The City wishes to balance the need for attainable and affordable housing, while still meeting the needs of the entire community by constructing and maintaining City assets and amenities and honoring the previously approved resolution and policy.

The Affordable Housing Fund, established via Ordinance 2018 – 14, shall be used to promote affordable housing in the City and receives Short Term Rental Taxes as its sole source of funding. The fund has been used to leverage grant dollars from the state and contribute to public improvements in the Flour Mill. The Affordable Housing Fund is a finite and ever-evolving resource for the City.

The resolution, as written, does not automatically allow for the transfer of funds from the affordable housing fund. A detailed financial analysis is required to ensure there is money available to transfer. This information and subsequent request will be put before Council after staff have completed the analysis.

Recommendation

Staff recommend Council approve the Resolution.

Fiscal Impact

By transferring funds from the Affordable Housing Fund to other City funded activities, the City’s ability to leverage other sources of funding decreases.

The Housing Fund currently shows a balance of approximately \$2.1 million; however, this reflects total cash on hand, not funds available for new use. The fund receives approximately \$800,000 in operating revenue annually, which flows in throughout the year and is matched against ongoing program costs and previously approved commitments. As revenues are collected and expenditures are paid, the balance fluctuates daily. After accounting for all current

obligations, the projected year-end uncommitted balance is approximately \$55,000, with commitments continuing into the next fiscal year. Accordingly, the current balance should not be viewed as surplus or available funding.

Since the Housing Fund balance fluctuates and is largely committed, reimbursements for waived fees could only be made when funds are actually available and would need to be prioritized among qualified projects, much like a grant program rather than an automatic transfer.

Motion

A City Councilmember should state, "I move to _____ Resolution 2026-03, A Resolution of the City Council of the City of Salida, Colorado, Establishing an Affordable Housing Fee Transfer Policy", followed by a second and a roll call vote.

**City of Salida, Colorado
Resolution No. 03
Series of 2026**

A Resolution of the City Council of the City of Salida, Colorado, Establishing an Affordable Housing Fee Transfer Policy

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, for the purpose of this resolution, affordable housing will be defined as those meeting the Inclusionary Housing standards per Chapter 16, Article XIII of the Salida Municipal Code (the “Code”); and

WHEREAS, via Resolution 2024-58, the City has committed to an expedited process for development projects where at least 50% of the units will be permanently deed-restricted affordable housing; and

WHEREAS, multi-family and legally restricted affordable housing developments may defer payment of all required system development fees until connection to the main and setting of the meter; and

WHEREAS, system development fees, based on equivalent residential units, regardless of meter size, are charged at 40% for affordable housing units; and

WHEREAS, the City sets and collects fees for land use and development applications, review costs and fees for outside professional services and attorney’s fees, parks and open space in-lieu fees and affordable housing in-lieu fees on market units where inclusionary housing is not satisfied; and

WHEREAS, the City has established an Affordable Housing Fund though Section 4-2-30(a)(8) of the Code, which collects revenues from the Short-Term Rental tax and affordable housing in-lieu fees; and

WHEREAS, the funds collected in the Affordable Housing Fund shall be used for the purposes of the creation and maintenance of housing opportunities within the City as described in the Code; and

WHEREAS, the City wishes to support development that increases the scope and availability of affordable housing in the community and is also conscious of the fact that the fees paid for by developers of these projects are used for equally important City services and cannot simply be waived; and

WHEREAS, use of the Affordable Housing Fund to subsidize other necessary City fees such as open space and outside professional services or attorney’s fees, for projects which contain at least 50% affordable housing units would further the goals of meaningful development of affordable housing units within the City; and

WHEREAS, the Salida City Council (the “Council”) finds that it is appropriate and in the best interest of the goal to develop additional affordable housing units to allow the transfer of

funds from the affordable housing fund to allow for the practical development of affordable housing within the City.

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

1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings of the City Council.
2. The Salida City Council hereby directs staff to bring forward requests for fee transfers only when development projects that contain at least 50% permanently restricted affordable housing units meeting the requirements of affordable housing as required by Chapter 16, Article XIII, Inclusionary Housing.
3. Prior to the transfer of the funds, developers will be required to submit a formal request to the City Administrator. A financial analysis of the available funds will be completed prior to any commitment being made to transfer the funds on behalf of the developer/development. Once the analysis is completed, the request will be taken to City Council for deliberation.

Resolved, Approved and Adopted this 20th day of January, 2026.

City of Salida, Colorado

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



City Council Action Form

Department	Presented By	Date
Public Works	David Lady - Public Works Director	January 20, 2026

Agenda Item

Resolution 2026-4: A Resolution of the City Council of the City of Salida, Colorado, Adopting Chaffee County Board of Health Resolution No. 2025-04, Providing for the Adoption of the Chaffee County Graywater Control Regulations

Background

Graywater is a term used to define domestic wastewater from showers, tubs, and certain sink fixtures. It does not include waste from toilets, kitchen sinks, dishwashers, and other defined fixtures. Greywater reuse programs have been an commonly implemented in areas with water conservation efforts in place.

The State approved House Bill 24-1362 authorizing the use of graywater systems in municipalities except where prohibited locally. Any such approvals for a property owner to develop and construct a graywater system will be reviewed and constructed in accordance with building department codes and oversight. The use of graywater systems in the City of Salida is consistent with local conservation measures.

Recommendation

Staff recommends Council approve this Resolution.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state "I move to _____ Resolution 2026-4, A Resolution of the City Council of the City of Salida, Colorado, Adopting Chaffee County Board of Health Resolution No. 2025-04, Providing for the Adoption of the Chaffee County Graywater Control Regulations", followed by a second and a roll call vote.

**City Of Salida, Colorado
Resolution No. 4
Series of 2026**

A Resolution of the City Council of the City of Salida, Colorado, Adopting Chaffee County Board of Health Resolution No. 2025-04, Providing for the Adoption of the Chaffee County Graywater Control Regulations

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, "graywater" is the portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial or industrial buildings or institutional facilities before treatment or combination with other wastewater to be put to beneficial uses, as defined by Regulation 86 of the Colorado Water Quality Control Commission, Colorado Department of Public Health and Environment (5 CCR 1002-86, June 30, 2015); and

WHEREAS, in 2013, House Bill 13-1044 authorized the use of graywater systems in municipalities only when authorized locally by ordinance, but pursuant to House Bill 24-1362, effective January 1, 2026, the collection, treatment, and use of graywater is authorized except where prohibited locally; and

WHEREAS, the City does not currently have regulations to govern the use of graywater; and

WHEREAS, the Chaffee County Board of County Commissioners, acting as a Board of Health, adopted Resolution No. 2025-04, Providing for the Adoption of the Chaffee County Graywater Control Regulations ("Regulations"). The Regulations establish minimum standards for the location, design, construction, performance, installation, and modifications of Graywater Treatment Works for all municipal corporations within Chaffee County that do not opt out pursuant to House Bill 24-1362; and

WHEREAS, the Regulations designate the Chaffee County Building Safety Department to implement the regulations on behalf of the Chaffee County Board of Health; and

WHEREAS, in 2013, pursuant to Resolution 13-82, Council approved an intergovernmental agreement with the Chaffee County Board of Commissioners to have the Chaffee County Building Safety Department serve as the City's building department; and

WHEREAS, the City Council wishes to adopt the Chaffee County Board of Health Resolution No. 2025-04 in establishing regulations for use of graywater and installation of graywater system works within the City, as well as designating The Chaffee County Building Safety Department as the implementing body of graywater regulations; and

WHEREAS, Chaffee County Board of Health Resolution No. 2025-04 is attached and incorporated herein as Exhibit A.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. Chaffee County Board of Health Resolution No. 2025-04, attached and incorporated herein as Exhibit A, is hereby approved and adopted.

Resolved, Approved and Adopted this 20th day of January, 2026.

City of Salida, Colorado

By _____
Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

**CHAFFEE COUNTY, COLORADO
BOARD OF HEALTH
RESOLUTION NO. 2025-04**

**PROVIDING FOR THE ADOPTION OF THE CHAFFEE COUNTY GRAYWATER
CONTROL REGULATIONS**

FINDINGS AND CONCLUSIONS:

- A. In 2015 the Colorado Department of Public Health and Environment, Water Quality Control Commission issued Regulation No. 86, codified at 5 CCR 1002-86, pursuant to the Colorado Water Quality Control Act codified at Colorado Revised Statutes (“C.R.S.”) § 25-8-205(1)(g).
- B. The Board may act as a Board of Health pursuant to and under authority of the On-site Wastewater Treatment System Act, codified in C.R.S §24-10-10 et seq.
- C. The Board believes it is in the best interest of the County to provide Chaffee County residents with the ability to pursue gray water treatment options for their property.

RESOLUTION:

The Board resolves as follows:

Section 1. Adoption. The Chaffee County Board of County Commissioners adopts the Chaffee County Graywater Control Regulations attached hereto as exhibit A.

Section 2. Reference. The Chaffee County Graywater Control Regulations include the adoption by reference of portions of the Colorado Water Quality Control Commission’s Graywater Control Regulation codified at 5 CCR § 1002-86.

Section 3. Safety. The adoption of this Resolution is necessary for the immediate preservation of public health, safety, and welfare

Section 4. Severability. All provisions of this Resolution are intended to be severable. If a court or administrative body declares any provision or its application to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision of this Resolution. If a court or administrative body determines a provision or its application to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 5. Repealer. All resolutions or parts thereof, in conflict with this Resolution are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such resolutions nor revive any resolution thereby.

Section 6. Effective Date. This resolution shall be in full force and effect January 1, 2026.

ADOPTED AND APPROVED by the Chaffee County Board of Health on _____,
2025.

BOARD OF COUNTY COMMISSIONERS ACTING AS
THE CHAFFEE COUNTY BOARD OF HEALTH

P.T. Wood, Chair

The vote on the above Resolution was as follows:

Commissioner P.T. Wood _____ Yes/No

Commissioner Gina Lucrezi _____ Yes/No

Commissioner David Armstrong _____ Yes/No

STATE OF COLORADO, CHAFFEE COUNTY

ATTEST:

The above is a true and correct record of Board of Health Resolution 2025-04 duly adopted by the Chaffee County Board of Health by a ____ - ____ vote at a regular meeting, properly noticed and held on _____, 2025.

Chaffee County Clerk

EXHIBIT A

1.1 Title and Authority

These requirements will be known as the “Chaffee County Graywater Control Regulations” **Resolution BOH 2025-04**.

These requirements have been adopted by the Chaffee County Board of Commissioners, acting as a Board of Health pursuant to and under authority contained in the On-site Wastewater Treatment System Act, 25-10-101, et seq. C.R.S. and has designated the Chaffee County Building Safety Department to implement these regulations on behalf of the Board of Health.

1.2 Scope and Purpose

A. Declaration

1. This regulation applies to Graywater Control Program Regulations as defined in Colorado Department of Public Health and Environment, Water Quality Control Commission Regulation No.86- 5 CCR 1002-86. Pursuant to the Colorado Water Quality Control Act promulgated under section 25-8-205(1)(g), C.R.S.

B. Purpose

1. The purpose of these Chaffee County Graywater Control Regulations is to establish the minimum standards for the location, design, construction, performance, installation and modifications of Graywater Treatment Works within the jurisdiction of Chaffee County.

C. Jurisdiction

1. These Chaffee County Graywater Control Regulations apply to all Graywater Treatment Works in the unincorporated areas of the county and over all municipal corporations that do not opt out per House Bill 24-1362, within the territorial limits of Chaffee County.

D. Severability

1. Should any section, clause, or provision of these Regulations be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of these Regulations as a whole, or any part thereof other than the part declared to be invalid.

1.3 Incorporation of Regulation 86

A. Included By Reference

1. The requirements of the Colorado Water Quality Control Commission’s “Graywater Control Regulation, Regulation 86, 5 CCR 1002-86, Effective date, January 14, 2024”, are made a part of these Chaffee County Graywater Control Regulations and will apply except where identified as an option of the local public health agency or where these regulations are more stringent than Regulation 86, 5 CCR 1002-86, and included in these Chaffee County Graywater Control Regulations. All aspects of a Graywater Treatment Works including, but not limited to, permits, design, performance, location, construction, alteration, inspection, maintenance and use must be as provided in Regulation 86 and any additional requirements contained in these Chaffee County Gray Water Control Regulations.
2. Graywater Treatment Works installed within the jurisdiction of Chaffee County shall be in compliance with all applicable federal, state and local requirements.

1.4 Permits and Fees

A. Permits [43.4(B)]

1. Prior to installing, altering, expanding or repairing a Graywater Treatment Works, the applicant must obtain a permit from Chaffee County Building Safety Department.
2. The permit application must include information identified in section 86.9(2)(C) of Regulation 86.
3. A Graywater Treatment Works Permit expires one year after the date of issuance if construction has not commenced. After expiration, a new application must be required to begin construction.
4. Any change in plans or specifications of the Graywater Treatment Works after the permit has been issued invalidates the permit unless the permittee receives written approval from the Chaffee County Building Safety Department. After a permit is invalidated, a new application and subsequent permit is required to begin construction.
5. Repair permits must identify a reasonable period of time in which the owner must make repairs prior to expiration of the permit.
7. All applicable information shall be included upon Graywater Treatment Works permit submittal per the Chaffee County Building Safety Department Graywater Treatment Works permit application. The Graywater Treatment Works permit application and supporting design documents shall be reviewed and approved prior to start of construction of the system.

B. Board of Health Review

1. When an application is denied by Chaffee County Building Safety Department, an applicant may request review by the local Board of Health.
2. A request for Board of Health review shall be submitted within 90 days from the date of denial.

C. Fees

1. Permit fees and fees for other services and tests associated with Graywater Treatment Works will be set by the Board of Health, in conformance with section 86.9(B)(1)(e) of Regulation 86 and 25-10-107, C.R.S. Fees are specified on the permit application for Gray Water Works installation.
2. Waiver of fees is only applicable if approved by the Board of County Commissioners acting as the Board of Health.

1.5 Graywater Treatment Works – Design Criteria

A. Design Criteria

1. All Graywater Treatment Works shall meet the design requirements and comply with the Colorado State Plumbing Rules and Regulations, (3 CCR 720-1) 2021 International Plumbing Code as adopted by Chaffee County (Resolution 2023-01) and the Water Quality Control Commission Regulation 86 (5 CCR 1002-86)
2. All Graywater Treatment Works designs shall include a sustainable landscape plan.
3. Category C-1 and C-2 graywater treatment works are only permitted in in new construction.
4. Graywater Treatment Works are not permitted to be installed in Floodplains.

B. Signage Requirements

1. All signage requirements shall meet the design requirements and comply with the Colorado State Plumbing Rules and Regulations, (3 CCR 720-1) 2021 International

Plumbing Code as adopted by Chaffee County (Resolution 2023-01) and the Water Quality Control Commission Regulation 86 (5 CCR 1002-86) Placement of signage shall be included with the submitted design for permit.

2. A permanent warning sign shall be visible at all fixtures from which graywater is collected. The sign must state that:

"WATER FROM THIS FIXTURE IS REUSED. CHEMICALS, EXCRETA, PETROLEUM OILS AND HAZARDOUS MATERIALS MUST NOT BE DISPOSED DOWN THIS DRAIN"
3. For each room that contains graywater treatment works components, a sign shall be posted on any door providing entrance to the room that states:

"CAUTION GRAYWATER TREATMENT WORKS, DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM. NOTICE CONTACT BUILDING MANAGEMENT BEFORE PERFORMING ANY WORK ON THIS SYSTEM"
4. All graywater treatment works components shall be of material and labeled per the 2021 International Plumbing Code and Colorado State Rules and Regulations concerning non potable water.

C. Legally Responsible Party

1. Each Graywater Treatment Works shall have a designated legally responsible party per Regulation 86 section 86.8 Definition (25) the designated legally responsible party shall be identified with the design submittal of the Graywater Treatment Works.

1.6 Inspections

A.

1. Underground Plumbing Graywater Treatment Works:

Upon completion of trenching and installation of piping and bedding the applicant must notify the local public health agency or its designee 1 day prior so the local public health agency or its designee can conduct a field inspection of the underground piping prior to backfilling.
2. Rough In Plumbing Graywater Treatment Works:

Upon completion of framing of the structure and installation of Graywater Treatment Works the applicant must notify the local public health agency or its designee 1 day prior so the local public health agency or its designee can conduct a rough in plumbing inspection of the piping and all related components prior the installation of wall or ceiling membranes.
3. Final Plumbing Graywater Treatment Works:

Final inspection shall be made after completion of the building and Graywater Treatment Works is complete and operational. The applicant must notify the local public health agency or its designee 1 day prior so the local public health agency or its designee can conduct a final inspection of the Graywater Treatment Works.

1.7 Certification and Licensing Requirements for Installers

A. Graywater Treatment Level A-1 Installers

1. Certification requirements: Installers of Treatment Category A-1 Single Family Dwelling Laundry Machine systems shall be certified through an accredited Graywater Treatment Works education program concerning the installation of a Category A-1 system.
- B. Graywater Treatment all allowed Graywater sources other than Category A-1
 1. Licensing requirement: A State of Colorado issued Plumbing license is required for installations concerning all other allowed graywater sources (Treatment Categories B-1, B-2, C-1, C-2, D-1, D-2)
- C. Operation by Designated Responsible Person and Certified Operator
 1. Education and Certification requirements: A Designated Responsible Person shall be educated in the Operations and Maintenance Manual for the system. A certified operator shall be certified through an accredited Graywater Treatment Works education program.
- D. Graywater Treatment Works Designers:
 1. Design Engineers shall be licensed through the state of Colorado per 4 CCR 730-1 for design of Gray Water Treatment Works with a flow projection of 2000 gallons per day or more.
 2. Designers of systems with less than 2000 gallons per day flow projections shall be certified through an accredited Graywater Treatment Works education program.

1.8 Variances [43.4(N)]

- A. Variances Allowed
 1. The Board of Health may approve a variance from a requirement of this Regulation. Variances cannot be granted by staff.
 2. Approval of a variance must be based upon evidence presented by the applicant, or their designee, showing that the variance would not be injurious to the public health, water quality, or environment; and would prevent a substantial hardship to the applicant.
- B. Variance Procedure
 1. Submittal Requirements:
 - a. The application materials required for a variance request are as follows:
 - Completed Board of Health Variance application.

All submittal materials as specified per the BOH Variance application including but not limited to:

 - Site specific request identifying the specific criteria from which a variance is being requested.
 - List of adjacent property owners, with tax parcel numbers and addresses.
 - Site plan and Vicinity map.
 - Impact Analysis.
 - Statement of hardship
 - Technical Justification by a professional engineer, surveyor or geologist.
 - Discussion of alternatives considered in lieu of the requested variance.
 - Technical documentation for selected alternative, which may include a testing program which confirms the variance does not increase the risk to public health and to the environment.

- b. **Evaluation and Staff Review:** Staff shall review the application for complete compliance and inclusion of all submittal materials. Once submission is complete staff shall prepare a staff report for presentation to the Board of Health.
 - c. **Schedule Public Hearing:** Upon determination of completeness by staff a public hearing shall be scheduled. The public hearing shall be held within 45 calendar days of the date of complete application determination. Notice of the hearing shall be made pursuant to section 1.8-C-2 of these regulations.
- 3. The applicant has the burden of proof to demonstrate that the variance is justified and will pose no greater risk to public health and the environment than would a system meeting these Regulations. The Board of Health must determine if this item has been addressed prior to granting a variance.
- 4. The Board of Health has the authority to impose site-specific requirements and conditions on any variance granted.
- C. **Variances Requiring Public Hearings.**
 - 1. Variances are deviations from the Chaffee County Graywater Control Regulations that would not be contrary to the public interest when, concerning special circumstances or conditions such as topographic conditions, narrowness, shallowness or the shape and size of a specific piece of property. The literal enforcement of the provisions of this code would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of the property. Variance requests are heard by the Board of Health with appeals heard by the District Court.
 - 2. A public hearing with the Board of Health is required for any variance to the Chaffee County Graywater Control Regulations as adopted by Chaffee County Board of Health Resolution 2025-04.
 - 3. **Notice Requirements.** Variances shall be considered by the Chaffee County Board of Health following a public hearing. Prior to the rendering a decision on a variance request requiring a public hearing, a minimum 20-day notice of the hearing must be sent via certified mail, to all adjacent property owners.

1.9 Operations and Maintenance Manual [86.15]

- A. All Graywater Treatment Works must have an Operations and Maintenance manual. O&M Manuals must include all items specified in Regulation 86 section 86.15 A. through F.
- B. Operations and Maintenance manuals shall be documented and remain with the Graywater Treatment Works system for the life of the system including change of deed for the property.

2.0 Reporting and Tracking Requirements

- A. For each location within Chaffee County jurisdiction at which a Graywater Treatment Works is installed, the Chaffee County Building Safety Department will provide the address of the location to each water utility serving that location where applicable.
- B. The Building Safety Department will implement a searchable tracking mechanism for all Graywater Treatment Systems installed in the jurisdiction of Chaffee County. The information documented will include:

1. Legal address and parcel number of each facility with graywater treatment works, allowed graywater uses at each facility and the graywater treatment works documented approved design.
2. The designated legally responsible party associated with every graywater treatment works.
3. Where required, the certified operator associated with every graywater treatment works.
4. Any changes to the legally responsible party, certified operator, and status of the graywater treatment works must be updated to the authority having jurisdiction within 60 days.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 20, 2026

Administration and Human Resources

- The City received the [final report](#) from Downtown Colorado Inc. Staff will continue to review the recommendations to help determine next steps to prioritize.
- The City is excited to host the Colorado Association of Ski Towns at the end of this month. The group will be touring Fading West, the Cleora Development featuring VeroTouch's construction model, hear presentations on addressing missing middle housing challenges, exploring recent trends in ballot measure outcomes, recovering local property tax revenue and growing a local workforce. The group also has an opportunity to ski at Monarch.
- Staff is working on various funding opportunities, including workforce retention initiatives and downtown enhancements.
- 2025 Turnover – 27.36%
- Year end performance review process launched in December, utilizing ADP to conduct reviews for the first time.
- December – 3 employees hired and onboarded, 1 full-time and 2 part-time. 10 terminations processed of employees who had completed their temporary or part-time role recently.

Arts and Culture

- Steamplant
 - Decorated for the Holiday
 - Launched new website
 - All Staff Training
 - Secured new Branded Uniforms
 - Hosted Employee Holiday Party in the Ballroom
 - Met individually with community organizations to discuss cost recovery
 - Planned and Executed Heart Drop
 - Cleaned Kitchen ventilation system
 - Reorganized Triangle Storage
 - Secured alcohol at Annex Kitchen
 - Developed Bar pricing packages
- Events and Engagement
 - Public facing events = 15
 - Private Events = 8
 - City Sponsored = 4
 - Arts & Culture programming = 7
 - City wide event = 1 (Heart Drop)
 - First Fridays- A&C coordinated First Fridays in December and January with participation from local businesses, artists, and gallery owners.
 - A&C attended the Chamber What's Up Salida meeting to inform community about Arts & Culture events.
 - Community Engagement Supervisor held a meeting with local business owners January 7 to discuss First Fridays, determine 2026 themes, discuss marketing ideas, and dialogue about ideas for the summer street closure. Attendees represented galleries, restaurants, real estate, artists, maker spaces, and a toy store.
 - Attending meeting with downtown business group Jan 14



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 20, 2026

- A&C developing a resource workshop for artists for the spring or summer with topics such as marketing, taxes, liquor permitting, use of CaFE artist submission portal, etc. A&C reaching out to resources in business such as SBDC.
- Arts and Culture Programming
 - Holiday Pop Up- A&C coordinated 30 artists for the 6th annual Holiday Pop Up. Over 300 community members attended the free holiday market featuring local artists and makers, live music, and Santa. Artists appreciated the hours, set, up, atmosphere and attendance.
 - Holiday Movies at the SteamPlant- A&C provided several holiday movies including children's, action, drama and comedy, and classics.
 - Santa visits- A&C hosted several visits from Santa in the Paquette with hot cocoa and photo booths.
 - Paquette Gallery photo booths- A&C provided immersive holiday booths for the community. The community engaged with interactive photo booths during several public and private events at the SteamPlant, taking holiday selfies and photos with friends, family, coworkers and Santa in front of the holiday backdrops.
 - New Year's Eve Heart Drop- A&C coordinated the 2nd annual New Year's Heart Drop event for the community providing a heart at 9pm and an entertainment program featuring local performers youth and adult. A&C Tech and facilities departments served as the production team and worked with FIRE to coordinate the drop. Over 500 people attended the New Year's event.
 - Planning for 2026 programming continues including the premiere of the Met Opera scheduled for Feb 14.
- ACAC
 - Reading of bylaws and policy for new roles for ACAC; work continues on location and plans for the Chris Byars sculpture. Transitioning staff liason to Kathryn Wadsworth.

City Clerk

- Since the last department update, we have received an additional 9 CORA requests, bringing the 2025 total to 134 requests and 5 so far in 2026.
- Municipal Court has 38 cases for the January docket.
- Following the December 11 Municipal Judge interviews, City Council appointed Taggart Mosholder at its December 16 meeting. Judge Mosholder's first municipal court session is scheduled for Thursday, January 15.
- We are currently processing one (1) new liquor license application and processing several liquor license renewals.
- The Records Retention Policy is nearly complete, and we anticipate presenting it to council for approval in February.
- Next month, I will begin drafting a letter to Salida business owners to inform them that we are working toward adopting a business license program this year, with implementation planned for mid-year.

Community Development

- Building Permits: We received a total of 144 building permits in 2025, including 76 new primary units and 19 new accessory dwelling units. By comparison, in 2024, we received 137 building permits, including 125 primary units (75 for Salida Crossings), and 16 ADUs.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 20, 2026

- Senior LIHTC Apartment Project- All required agreements between the City and Northpointe Development have been signed and Northpointe is putting the finishing touches on the building design in anticipation of submitting a complete LIHTC application to CHFA by February 2nd. Meanwhile, staff is submitting paperwork to the County and working with contractors to schedule removal of the buildings (condemned house and a shed) that are currently on the site. LIHTC awards are anticipated to be announced in the spring.
- New Land Use Code/Zoning Map—we have begun processing new land use applications and building permits under the new code, which went into effect on December 22. Staff will be doing presentations to a variety of entities (realtors, economic development groups, Rotary, etc.) over the next few months to help inform the public regarding the changes.
- South Ark Neighborhood—Owner's rep (David Starnes, Civistruct) has been working diligently with CD and other departments to compile information relevant to development of Phase I to assist with his task of identifying developer(s) to build out Phase I residential. Potential pinch points of the PD modification have already been identified and a plan for moving forward/potential updates is being devised.
- We received a good pool of applicants for the open Senior Planner position. Interviews are being scheduled for mid-January and we hope to make a hiring by the end of the month with start date TBD.
- Interviews for the two vacant Planning Commission slots will be taking place late January with the intention to bring recommendations forward to Council for appointments sometime in February.
- Speaking of Planning Commission, we held a regular meeting on 1/13 in which the following were discussed and approved:
 - Conditional Use Permit for a Downtown Street Patio at Topo Coffee, 211 F Street
 - Creative Sign Permit/Marquee Sign for The Sundry, 135 W. 1st Street
 - Recommendations for Updated STR Zones and Caps (which will be presented to Council at a work session on 2/2 and brought forward as an ordinance in February)
-

Finance

- The 2026 Budget Document is posted on our website.
- Learned the process for filing sales tax for the SteamPlant taxable sales since the finance office has assumed this responsibility now.
- Working to close out 2025 which entails paying final invoices and recording accruals, reconciliations and final general ledger adjustments.
- Key operating metrics are provided below, offering a snapshot of the Finance Office's daily activities:



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 20, 2026

Finance Office - Key Operating Metrics							
	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number of front desk customers served	225	213	188	203	149	163	195
Number of invoices paid	452	546	561	689	540	558	560
Number of utility bills processed	4,421	4,429	4,435	4,452	4,446	4,451	4,472
Number of utility bills emailed	1,600	1,623	1,655	1,668	1,720	1,744	1,786
Number of online utility payments received	2,955	3,084	3,077	3,011	3,152	3,195	3,102
Number of delinquent utility accounts processed	327	294	351	426	333	313	266
Number of journal entries prepared	30	68	40	65	39	38	38
Number of payroll checks processed	382	397	359	321	330	331	311
Number of utility service orders processed	131	90	138	91	56	59	28
Number of new construction utility accounts set up	3	5	9	5	7	2	9
Number of Accounts Receivable billings	39	43	43	27	43	42	51
Percent of Utilities customers paying via digital payment methods	66.8%	69.6%	69.4%	67.6%	70.9%	71.8%	69.4%
Percent of utility bills emailed versus printed and mailed	36.2%	36.6%	37.3%	37.5%	38.7%	39.2%	39.9%

Fire

- **Captain Paul Ottmer Retirement**

After 27 years of service, Captain Paul Ottmer has completed his final shift with the Salida Fire Department. Paul began his career through the department's Reserve Program and was officially hired in November of 1998. He worked his last shift on January 3, 2025, closing out a long and dedicated career with SFD.

The department held a retirement gathering on January 2 to recognize Paul's years of service, where he was presented with a firefighter's axe in appreciation of his time and commitment to the department. Paul's 27 years with SFD represent a significant part of this department's history. His dedication to the job and to the Salida community has made a lasting impact, and he will be missed by those who had the opportunity to work alongside him.

We thank Captain Ottmer for his service and wish him well in retirement.

- **New Year's Heart Drop**

The annual New Year's Heart Drop was an outstanding success. Salida Fire Department's ladder truck proudly held the illuminated yellow heart as community members gathered downtown to count down to the New Year. The event once again brought residents together in a positive and memorable way, highlighting the strong connection between SFD and the Salida community.

- **Lieutenant Training and Officer Development Program**

The Lieutenant Training and Officer Development Program, which has been underway since fall of 2025, is nearing completion. The program focused on preparing future leaders through comprehensive instruction in:

- Leadership fundamentals and situational decision-making



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- Incident command and scene management
- Apparatus operations and crew coordination
- Policy, procedures, and administrative responsibilities
- Practical scenarios designed to mirror real-world challenges

All qualified candidates will begin their formal testing process on **Monday, January 26 at 8:00 a.m.**

- **New Training Officer – Greg Isaacson**

Greg Isaacson of Summit Fire has been hired by the City of Salida as Salida Fire's new Training Officer. Captain Isaacson brings years of experience and knowledge to the department, and we are excited to have him join the SFD team. His leadership will be instrumental in strengthening firefighter training and professional development moving forward.



Parks and Recreation

- Parks
 - Washing/sanding/re staining/ painting all our wooded benches and picnic tables
 - Machine work/ jersey barrier placement at the source
 - Monthly watering of trees including Cleora Park
 - Switching some old trash cans out with new ones- (F street/ pool/tennis courts)
 - Crestone garden bed replacement and maintenance
 - Pickel ball paver entrance
 - Implemented Bi- weekly safety meetings and weekly vehicle inspections
- Aquatics
 - Montessori, Alpine Achievers Homeschool, and SHSAC Group Lessons will all take place in January and February.
 - Promoted two Lifeguard I's to Lifeguard II's for increased leadership presence and support.



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- Exploring additional functionality of Constant Contact to support higher participation, enrollment, and revenue by improving how, when, and to whom we communicate through more targeted and timely communication.
- Very busy over the holidays – Lots of families.
- We continue to receive very positive feedback from residents and visitors. These recent reviews reflect strong community satisfaction and reinforce the value the facility provides to both locals and tourists.
 - Guests consistently mention the warm water and how relaxing the facility is after outdoor activities.
 - Reviews highlight the clean facilities and welcoming, friendly staff.
 - Visitors appreciate the lively yet relaxing atmosphere, noting there is often no wait time, even on busy days.
- Jan 1 price increases went into effect to support financial sustainability and cost recovery goals. Since implementing these changes, community response has been generally positive, with minimal concerns expressed.
- To further engage with our patrons, we have introduced a customer satisfaction survey. This provides all customers with an opportunity to share feedback and let us know how we are doing. Data will be collected and analyzed as part of monthly KPI reporting, and operational adjustments may be considered based on the data.
- The front desk was updated with a customized logo decal which enhances the appearance of the lobby area and helps create a more welcoming, professional first impression for guests as they enter the facility.

• Recreation

- **Youth Basketball** is underway with 210 participants and more than 30 volunteer coaches. The season has had a strong and positive start.
- **Drop-In Basketball** is offered Friday nights from 7:30–9:30 PM at Salida High School. The cost is \$6, and the program is open to ages 16 and older.
- **Drop-In Volleyball** takes place Thursday nights from 7:30–9:30 PM at Salida Middle School. The cost is \$6, open to ages 16 and older.
- **Youth Intro to Kayaking** is currently underway with 9 of 12 spots filled. The program serves youth ages 8–14.
- **Youth Wrestling** registration is open and will close on February 12. The cost is \$110, and the program is open to ages 4–12.
- **Women's Volleyball** registration will open soon, with a start date of March 12.
- We are launching a new **Cornhole League** in partnership with the SteamPlant. The league will be held in the SteamPlant Ballroom beginning February 24 and will include both tournament nights and open play nights. Beverages will be available for purchase. Registration is \$12 per night.
- **The New Year's Day 5K** was successful, with 165 runners participating this year.
- **Dodgeball** will not be offered this year.
- **The Ski Bus** will not be operating this season due to cost constraints.



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- Facilities
 - New Pool Deck Scrubber and new pool vacuum
 - SteamPlant chair shampooing, reworked curtains and stage resurfacing/painting
 - New digital time clock at the aquatic center, mounted by rec office. Visible throughout facility
 - 2 new hose bibs on pool deck, one on each side. Will help with hosing deck down to maintain cleanliness
 - Moved icemaker and supplies to lower storage area. Keeps paying guests away from our stocking areas
 - Deep cleaning of SteamPlant kitchen. Hood vent, stove, oven, & walls
- Events
 - There are no events in the parks coming up this month.

Police

- We are continuing with the work on the property located at 610 Walnut St. This property belongs to Mrs. Edelman. She was served a Notice of Demolition on November 4th, 2025. That notice contained 60-day demolition order for the residential structure on her property. She failed to have the property demolished by January 3rd, 2026. Over the last week we worked with the Chaffee County Building Department and City Attorney to move forward with the demolition of the property. On 01/12/2026 Mrs. Edelman was served with a 30-day demolition order. We are currently working on getting permits and the demolition scheduled with Avalanche Excavating. The demolition of the property should take place on 02/12/2026 bearing any setbacks.
- Our new Officer Jacob Hume has started his field training here in Salida. He should complete his training in late April or early May.
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Public Works

- Planning and Construction
 - Streets
 - Oak Street – Punchlist items underway
 - SRTS CDOT Local Agency Project - Final FOR plans submitted to CDOT
 - 50-291 Intersection (CDOT Project) – CDOT design underway
 - West 291 Entry (Mesa Ln to M St) – Constructor coordination underway for April 2026 start
 - S Ark River – River restoration adjacent to Old Stage Road planned for April 2026 start
 - Utilities
 - Poncha Sewer Line: Contractor working on CDOT permits
 - SCADA system being designed and coordinated with contractor
 - Mesa Tank – Design under review with CDPHE
 - Gallery Tank Rehabilitation – Valve and piping work complete. Tank rehab in progress.



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- Other CIP Items
 - South Ark Neighborhood – Sanitary sewer construction and road rough grading work underway



- Streets
 - Grading of public alleys underway
 - Sign maintenance – digital school and speed sign upgrades in progress
 - Pre-planning for F Street summer closure
- Utilities
 - Support on utility development work at Angelview, Tailwinds, and S Ark subdivisions
 - Smart meter swap out; nearing completion (less than 50 of 3500 remain)
 - Sanitary sewer line cleaning and inspection underway