



CITY COUNCIL REGULAR MEETING

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

June 01, 2021 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve May 18, 2021 Meeting Minutes

4. Approve Farmer's Market Special Event Permit

5. Approve Final Settlement for the 2021 Sanitary Sewer CIPP Project

6. Approve Low Zone Water Line Replacement Project

CITIZEN COMMENT—Three (3) Minute Time Limit

LIQUOR LICENSING AUTHORITY

7. A Hearing to review a new Hotel and Restaurant Liquor License for Sushi Thai Salida, dba Sushi Thai Salida for the City of Salida, 123 West 1st Street, **PUBLIC HEARING**

UNFINISHED BUSINESS / ACTION ITEMS

8. **Ordinance 2021-08** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A .46 ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 291 AND WEST THIRD STREET, CURRENTLY ZONED COMMERCIAL (C-1), TO PLACE A PLANNED DEVELOPMENT OVERLAY ON THE PROPERTY AND APPROVE THE

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.719-530-2630 at least 48 hours in advance.

DEVELOPMENT PLAN FOR A FOUR-BUILDING MIXED-USE DEVELOPMENT (KNOWN AS "JANE'S PLACE"), **SECOND READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

- 9. Resolution 2021-17** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING A LEASE WITH CHAFFEE COUNTY FOR OFFICE SPACE LOCATED AT 448 E. 1ST STREET, SUITE 209 FOR THE CHAFFEE HOUSING AUTHORITY
- 10. Resolution 2021-18** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING A LEASE WITH FULL CIRCLE RESTORATIVE JUSTICE FOR OFFICE SPACE LOCATED AT 448 E. 1ST STREET, SUITE 209
- 11. Resolution 2021-19** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT FOR THE CHERRY GROVE MAJOR SUBDIVISION.
- 12. Ordinance 2021-09** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS 900 J STREET FROM COMMERCIAL (C-1) TO MANUFACTURED HOUSING RESIDENTIAL (R-4) **FIRST READING AND SETTING A PUBLIC HEARING**
- 13. DECLARATION OF EXTENSION OF STATE OF LOCAL EMERGENCY – COVID-19 ACTION PLAN IMPLEMENTATION**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

BOCC Report

EXECUTIVE SESSION

- 14.** For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e), and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a) with the following additional information for identifications purposes, potential real estate acquisitions or transfers

ADJOURN

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.719-530-2630 at least 48 hours in advance.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

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

May 18, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harald Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

Council Member Templeton moved to remove the FIBArk Memorandum of Understanding and Special Event Approval to New Business on the Agenda, Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Council Member Shore moved to combine and approve the remaining items on the Consent Agenda, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

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.719-530-2630 at least 48 hours in advance.

2. Approve Agenda
3. Approve May 4, 2021 Meeting Minutes
4. Award 2021 Concrete Rehabilitation Project
5. Approve FIBArk Memorandum of Understanding
6. Approve FIBArk Special Event
7. Approve Sunfest Special Event
8. Approve Ark Valley Pride Special Event
9. Approve Bluegrass on the Arkansas Special Event

CITIZEN COMMENT—Three (3) Minute Time Limit

Adriane Kuhn, Richard Leavitt and Bob Sedgewick expressed disappointment that the F Street closure would not encompass 2nd to 3rd Street. They asked Council to review their request to have that section closed.

Adam Martinez shared that he did not like the F Street closure and asked Council to consider cancelling the project.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business

NEW BUSINESS / ACTION ITEMS

Approve FIBArk Special Event

Motion made by Council Member Shore to update the application from a public event to paid admission on the application and approve the Special Event Permit, Seconded by Council Member Templeton.

Voting Ye: Council Member Pappenfert, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

FIBArk Memorandum of Understanding

Council Member Pappenfort, moved to have the Memorandum of Understanding reviewed, updated and approved by the City Attorney, Seconded by Council Member Shore.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Resolution 2021-15 AN AMENDMENT TO RESOLUTION 2020-37 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2021

Mayor Wood opened the Public Hearing. Hearing no comment, he closed the Public Hearing.

Council Member Critelli moved to approve the resolution, Seconded by Council Member Shore.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Resolution 2021-16 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR ANGELVIEW CONDOMINIUMS (LOTS 3A AND 3B).

Council Member Kasper moved to approve the resolution, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Funding Request - Central Mountain Resilient Entrepreneur Ecosystem Grant Application

Council Member Kasper moved to approve an expenditure of \$15,087.50 from the City's Economic Development Fund to support the Chaffee County Economic Development Corporation and the Small Business Development Center's application to the Rural Economic *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.719-530-2630 at least 48 hours in advance.*

Development Initiative program for the Central Mountain Rural Entrepreneur Ecosystem, and instruct the Mayor and City Administrator to provide any necessary documentation to memorialize the City's support of said grant application, Seconded by Council Member Shore.

Voting Ye: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Ordinance 2021-08 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A .46 ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 291 AND WEST THIRD STREET, CURRENTLY ZONED COMMERCIAL (C-1), TO PLACE A PLANNED DEVELOPMENT OVERLAY ON THE PROPERTY AND APPROVE THE DEVELOPMENT PLAN FOR A FOUR-BUILDING MIXED-USE DEVELOPMENT (KNOWN AS "JANE'S PLACE") **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the ordinance on first reading and set a public hearing for June 1, 2021, Seconded by Council Member Shore.

Voting Ye: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Critelli said he would attend the next Council meeting after recovering from an injury.

Kasper asked that the City review and consider citizen comment to close F Street at 2nd and 3rd.

Pappenfort wanted the City to revisit the closure on F Street to see if 2nd and 3rd street could be closed. She did not see any traffic issue.

Shore said he respected all the work Adam Martinez had put into his F Street Petition. He also said that the majority of Salida Business Alliance members were in favor of the closure.

Pollock said that he would like to see the closure expanded to the other segment. He thanked Bonnie Wiesel for her letter in support of the old skatepark. Finally, he felt he had an extremely high risk of exposure to the virus working at the County Jail and would prefer to continue attending meetings virtually.

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Templeton asked that the City continue the discussion of expanding the 3rd block of the street closure. She also thanked Housing Director Becky Gray for her monthly housing reports.

Wood felt that the Arts Commission should develop a plan for the old skatepark location since the City had committed so much money to the new skatepark. He also asked the City to look at closing an additional section of F Street.

Bergin reported March taxes were up roughly \$204,000 a 39% increase. Taxes continued to trend upward even as 2020 saw significant gains throughout the shutdown.

EXECUTIVE SESSION

Executive Session for the purposes of a discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill and office of this body or of an elected officials; or personnel policies that do not required the discussion of matters personal to particular employees, and the following additional details are provided for identification purposes: City Administrator annual performance evaluation

Council Member Shore moved to enter into Executive Session, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Council entered Executive Session at 7:49 p.m. and returned to the regular meeting at 8:18 p.m.

ADJOURN

Adjourned at 8:21 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

Foodshed Alliance

PO Box 1155, Salida, CO 81201

719-398-0301

www.FoodshedAlliance.com

Foodshed Alliance operates farmers markets in Salida and Buena Vista. The Summer 2021 farmers market season in Salida will run on Saturdays, 8am-1pm, from June 12th through October 16th, at Alpine Park. Foodshed Alliance farmers markets play an important role in strengthening relationships between local producers and consumers; elevating our agricultural, prepared food, and crafter small businesses; and empowering our community to support a thriving, sustainable local food economy. Foodshed Alliance farmers markets also support food access in the community by participating in SNAP and being the only food retail outlet in Chaffee County participating in Double Up Food Bucks, a matching program that provides free, Colorado-grown fruits and vegetables to anyone that spends SNAP dollars at the market.

3/17/2021

Salida Park Rental & Special Event Form

Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Applicant/Entity Name (this will be the primary contact for the City) *

Foodshed Alliance

Applicant/Entity Email *

info@foodshedalliance.com

What type of Event are you requesting? *

- Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Races: A paid race event that can include walking, running, biking etc (60 days notice)
- Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- Tournament (30 days notice)
- Assembly/First Amendment Activity (Recommended 5 business day notice)

3/17/2021

Salida Park Rental & Special Event Form

Event/Activity Name *

Salida farmers market

Provide a short description of your activity. Include any website or social media handles associated with the event. *

Farmers market that runs early June to mid October with agricultural, cottage foods, concessionaire, and artisan vendors. foodshedalliance.com // @foodshedalliance

Desired Location of Event/Activity *

- Riverside Park
- Alpine Park
- Centennial Park
- Chisholm Park
- Chisholm Park Clubhouse
- Thonoff Park
- F street (For parades, walks/runs/bike races)
- Skatepark
- Marvin Park (For Baseball, Softball or Kickball tournaments)
- Centennial Courts (For Tennis or Pickleball Tournaments)
- Other: _____

Estimated number of attendees? *

75

3/17/2021

Salida Park Rental & Special Event Form

Start date desired *

MM DD YYYY

06 / 05 / 2021

Start Time Desired (please include load in time) *

Time

06 : 30 AM ▼

End date desired *

MM DD YYYY

10 / 16 / 2021

End Time Desired (please include load out time) *

Time

02 : 30 PM ▼

3/17/2021

Salida Park Rental & Special Event Form

Will ANY of these features apply to your event? *

- More than 50 attendees?
- Sell food or merchandise?
- Sell or dispense alcohol? (only allowed for non profit org)
- Use amplified sound?
- Need to close a street or right of way?
- Require law enforcement, security or fire professionals?
- Require municipal water or electricity hook ups?
- Require City fencing, road barricades, cones or sprinkler marking?

This form was created inside of City of Salida.

Google Forms



City of Salida
Multiple Vendor Event Permit Application

Date of Application 11.16.2020

Event Name: Foodshed Alliance Farmers Market

1. Event location(s): Alpine Park

2. Date(s) & times(s) of event: Saturdays June 5 - October 16 2021 / 8 am - 1 pm

3. Individual or organization sponsor(s): Foodshed Alliance

Address: PO Box 1155 Salida

Phone: 719-398-0301 E-mail: admin@foodshedalliance.com

4. Contact Person: Ally Jacobs

Phone: 719-398-0301 E-mail: info@foodshedalliance.com

5. List Participating Vendors:
REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR
Provided at end of 2021 season

(If additional space is needed, please attach a list of participating vendors.)

- 6. Provide Proof of Insurance (The City Administrator, at his or her discretion, may require the City be named as an additional insured.)

Copy of Insurance Attached (Yes or No) Submitted with park application (to be renewed and resubmitted April 2021) _____

Required Fees and Checklist:

\$75 Application Fee

\$20 per participating vendor: Number of Vendors ____ X \$20 = _____

Current Colorado Sales Tax License for each participating vendor

Proof of Insurance

Signed:

Event Sponsor: Leah Underwood, Foodshed Alliance _____

City of Salida: _____

Date: **11.16.2020** _____

Date: _____

CITY OF SALIDA

Permit #: _____

AMPLIFIED SOUND PERMIT

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., Foodshed Alliance (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Foodshed Alliance

Address: PO Box 1155

Telephone: 719-398-0301

Individual supervising sound (if different from Permittee): _____

Activity/event: Farmers Market 2021

Type of sound amplification equipment authorized (if any): _____

Location: Alpine Park

Date(s): Saturdays June 5 - October 16 2021 (TBD)

Hours of operation: 8 am - 1 pm

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: 10.31.2021

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

Accepted and agreed to by the Permittee: Leah Underwood

Date: 11.16.2020

Approved by the City Administrator on the ____ day of _____.

City of Salida: _____ (City Administrator)



CERTIFICATE OF LIABILITY INSURANCE

DATE 04/23/2022 Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203	
	PHONE (A/C, No, Ext): 317-848-9075	FAX (A/C, No): 317-848-9093
INSURED Foodshed Alliance PO Box 1155 Salida Colorado 81201	E-MAIL ADDRESS: lspilker@campbellrisk.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HANOVER INSURANCE GROUP	NAIC # 22292
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AAM5138 LHW D481967 - 02	03/01/2021	03/01/2022	EACH OCCURRENCE	\$ 1,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,
							MED EXP (Any one person)	\$ 5,
							PERSONAL & ADV INJURY	\$ 1,000,
							GENERAL AGGREGATE	\$ 2,000,
							PRODUCTS - COMP/OP AGG	\$ 2,000,
								\$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder if any, is hereby an additional insured.

CERTIFICATE HOLDER City of Salida The Touber Building 448 E. 1 Street STE 112 Salida, CO 81201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John C. Campbell</i>

5th St



EST

Salida Special Event Emergency Action Plan

I, the undersigned, agree to comply with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants.

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Arlo Shefte-Jacobs	303-519-3825 cell	719-398-0301 work	
2. Chrissy McFarren	540-550-3440 cell		
3. Leah Underwood	719-221-5249 cell		
4.			

Please complete the following template according to your Events plan and location.

The following procedures should be followed in the event of an emergency.

Communications

1. The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
2. The Emergency Manger will communicate to the event participants in an emergency with a
 - Bull Horn
 - PA system
 - Emergency level voice

Fire

1. Call 911
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participant to

Medical Emergency

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to

Market Manager Booth

Violent incident

1. Call 911.
2. Attempt to avoid the situation – move participants away
3. Try to deny contact-evacuate to
4. If necessary defend - distract, attack, subdue.

Library

Severe Weather/Natural incident

1. Move participants away from threat if possible.
2. Evacuate to
3. Call 911

Library

Urgent Situation (suspicious person, package, activity or bomb threat)

1. Call 911.
2. State who, what, where, when, why, and how situation occurred.
3. If bomb threat, turn off all electronics.



CITY COUNCIL ACTION FORM

Department Public Works	Presented by David Lady - Public Works Director	Date June 1, 2021
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ITEM

Consent Agenda

Council Action: Approve Final Settlement for the 2021 Sanitary Sewer CIPP Project

Project No: 2021-006

BACKGROUND

The City of Salida owns and maintains the wastewater collection system within the service areas of Salida and Poncha Springs. The City has a maintenance program that includes scheduled line cleaning and inspection of mains. Capital improvement programs including line rehabilitation and replacement are necessary to address system deficiencies, ensure reliable service, and replace infrastructure that is nearing the end of its useful life. The useful life of a sewer main can depend on multiple factors such as structural issues/breaks, offset joints, and gaps in joints which can introduce water infiltration and roots.

Cured-In-Place Pipe (CIPP) is a common rehabilitation practice that allows for point repairs to be completed without excavation. A liner is pulled into a pipe, expanded, and cured to form a structural interior surface at broken pipes, infiltration locations, or other defects. This method is cost effective and limits disruption to citizens. It is often a preferred method in the industry depending on the overall pipe condition and line size.

FISCAL NOTE

City Council awarded a Construction Contract to Insituform Technologies, Inc on February 16, 2021 for the 2021 Sanitary Sewer CIPP Project with a total project budget of \$139,478.00.

A change order to provide additional CIPP lining immediately adjacent to the work area was processed in order to address the issue in a timely manner and reduce costs associated with a remobilization of materials and equipment. The final project construction cost was \$145,618.00. The 5% retainage in the amount of \$7,280.90 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on May 7th and 11th, 2021.

Insituform Technologies, Inc. provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION



CITY COUNCIL ACTION FORM

Department Public Works	Presented by David Lady - Public Works Director	Date June 1, 2021
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To approve final settlement to Insituform Technologies, Inc. in the amount of \$7,280.90 for the 2021 Sanitary Sewer CIPP Project.

SUGGESTED MOTION

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

Followed by a second and then a voice vote.



CITY COUNCIL ACTION FORM

Department Public Works	Presented by David Lady - Public Works Director	Date June 1, 2021
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ITEM

Consent Agenda

Council Action: Approve Low Zone Water Line Replacement Project

BACKGROUND

The City of Salida has planned and budgeted for improvements at the Pasqualle Water Treatment Plant Site as well as transmission main piping titled the Low Zone Water Line Replacement Project. Design, environmental, regulatory clearances, and other due diligence has been underway for these projects.

The Low Zone Water Line Replacement Project involves the replacement of approximately 4000 linear feet of large diameter aging piping infrastructure that conveys drinking water from the Gallery treatment site to the municipal services area. Pasqualle is anticipated to be bid out late summer as a separate project contingent upon receiving State approvals.

Bids were received for the Low Zone Water Line Replacement Project on May 18, 2021 as follows:

Bidder	Total	Business Location / Local Preference	Percent Above Low Bid
Avalanche Excavation, Inc.	\$2,487,944.75	Salida – 5.0%	62%
RMS Utilities, Inc.	\$1,532,893.00	Alamosa (Out of County) – 0%	Low Bid
Native Sun Construction	\$1,999,457.56	Colorado Springs (Out of County) – 0%	30%
WHC Energy Services, LLC	\$1,981,177.57	Berthoud (Out of County) – 0%	29%
Crossfire, LLC	\$2,229,033.65	Durango (Out of County) – 0.0%	45%

The City purchasing policy identifies local preference for the award of bidders as follows:

Local Vendor Preference – Bids by vendors with their primary operations located within the City of Salida will receive preference within a 5% price difference. Bids by vendors with their primary operations located within Chaffee County will receive preference within 3% price difference.

In accordance with the above noted policy, RMS Utilities, Inc is the recommended contractor. Additionally, RMS is currently under construction on the City of Salida 2021 Sanitary Sewer Replacement Project. RMS references have been contacted and they appear qualified to perform the scope of this project.



CITY COUNCIL ACTION FORM

Department Public Works	Presented by David Lady - Public Works Director	Date June 1, 2021
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Total Budget Calculation (Low Bidder)

	Bid Costs (1)	Soft Costs (2)	Project Total Budget (1+2)
TOTAL	\$1,532,893.00	\$229,933.00	\$1,762,826.00

(2) Soft costs ~ 10%,(Construction Management, Field Services, and QA/QC) and +/- 5% Minor Contract Revisions

FISCAL NOTE

2021 Capital Budget line items are as follows:

- \$45,000 Water – General Engineering (20-30-5233-0)
- \$1,900,000 Water - New Waterlines and Other Infrastructure (20-30-6018-3)

This project is being financed through a low interest Direct Loan and D&E Principal Forgiveness Loan through the Colorado Water Resources and Power Development Authority (CWRPDA). These loans are scheduled to close mid-June and have already received necessary approvals from the State and City.

STAFF RECOMMENDATION

Award a construction contract for the Low Zone Water Line Replacement Project (conditioned on CWRPDA loan closing) and authorizing the City Administrator to enter into a Construction Agreement between the City and RMS Utilities, Inc. in the amount of \$1,532,893.00 with a total project budget of \$1,762,826.00.

SUGGESTED MOTION

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

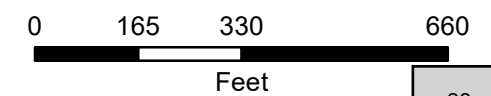
Followed by a second and then a voice vote.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Low Zone Water Line Replacement





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 1, 2021

ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Erin Kelley
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ITEM:

New Hotel and Restaurant Liquor License for Sushi Thai Salida, Patcharin Khangrang dba Sushi Thai Salida, 123 West 1st Street

BACKGROUND:

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on April 15, 2021. The Notice of Public Hearing was published on April 23, 2021 in the Mountain Mail and the premises was posted on May 21, 2021.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

STAFF RECOMMENDATION:

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for Sushi Thai Salida, conditional upon an inspection by both the police and fire departments upon receipt of a Certificate of Occupancy for the structure.

SUGGESTED MOTIONS:

Following a public hearing on the matter, a Licensing Authority member should "move to approve a new Hotel and Restaurant Liquor License for Sushi Thai Salida, Patcharin Khangrang dba Sushi Thai Salida at 123 West 1st Street conditional upon an inspection of the premises by police and fire personnel, upon receipt of a Certificate of Occupancy for the structure", followed by a second and a roll call vote.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 SUSHI THAI SALIDA, PATCHARIN KHANGRANG [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 SUSHI THAI SALIDA [REDACTED]

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 123 WEST 1ST ST

City County State ZIP Code
 SALIDA CHAFFEE CO 81201

4. Mailing Address (Number and Street) City or Town State ZIP Code
 123 WEST 1ST ST SALIDA CO 81201

5. Email Address
 SUSHITHAISALIDA@HOTMAIL.COM

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
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<input type="checkbox"/> Application Fee for New License \$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1750.00 <input type="checkbox"/> Application Fee for Transfer \$1550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input checked="" type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00
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Section B Liquor License Fees

<input type="checkbox"/> Add Optional Premises to H & R \$200.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input checked="" type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00	<input type="checkbox"/> Master File Location Fee \$50.00 X Total _____ <input type="checkbox"/> Master File Background \$500.00 X Total _____ <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
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Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet


Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number															
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>																	
<p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p>(a) Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(c) Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p>																	
<p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p>																	
<p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align:right">or</p> <p style="text-align:right">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align:right">Other: _____</p>																	
<p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input checked="" type="checkbox"/> <input type="checkbox"/></p>																	
<p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input checked="" type="checkbox"/> <input type="checkbox"/></p>																	
<p>13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input type="checkbox"/></p>																	
<p>13b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p>																	
<p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/></p>																	
<p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p>a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Landlord YOLANDA WALTON</td> <td style="width:40%;">Tenant PATCHARIN KHANGRANG</td> <td style="width:20%;">Expires 12/22/2025</td> </tr> </table>			Landlord YOLANDA WALTON	Tenant PATCHARIN KHANGRANG	Expires 12/22/2025												
Landlord YOLANDA WALTON	Tenant PATCHARIN KHANGRANG	Expires 12/22/2025															
<p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p>																	
<p>c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p>																	
<p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Last Name</th> <th>First Name</th> <th>Date of Birth</th> <th>FEIN or SSN</th> <th>Interest/Percentage</th> </tr> </thead> <tbody> <tr> <td>KHANGRANG</td> <td>PATCHARIN</td> <td>████████</td> <td>████████</td> <td>51%</td> </tr> <tr> <td>WIPANNERN</td> <td>PIMARA</td> <td>████████</td> <td>████████</td> <td>49%</td> </tr> </tbody> </table>			Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	KHANGRANG	PATCHARIN	████████	████████	51%	WIPANNERN	PIMARA	████████	████████	49%
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage													
KHANGRANG	PATCHARIN	████████	████████	51%													
WIPANNERN	PIMARA	████████	████████	49%													
<p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p>																	
<p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align:right">Number of additional Optional Premise areas requested. (See license fee chart) _____</p>																	
<p>18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p>(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/></p> <p>If "yes" a copy of license must be attached.</p>																	
<p>19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</p> <p>(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/></p> <p>(c) How long has the club been incorporated? _____</p> <p>(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/></p>																	
<p>20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</p> <p>(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/></p>																	

Name	Type of License	Account Number		
<p>21. Campus Liquor Complex applicants answer the following:</p> <p>(a) Is the applicant an institution of higher education? Yes No <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No <input type="checkbox"/> <input type="checkbox"/></p> <p>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</p>				
<p>22. For all on-premises applicants.</p> <p>a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.</p> <p>b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.</p>				
Last Name of Manager		First Name of Manager		
<p>23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No <input type="checkbox"/> <input type="checkbox"/></p>				
<p>24. Related Facility - Campus Liquor Complex applicants answer the following:</p> <p>a. Is the related facility located within the boundaries of the Campus Liquor Complex? Yes No <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.</p> <p>b. Designated Manager for Related Facility- Campus Liquor Complex</p>				
Last Name of Manager		First Name of Manager		
<p>25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No <input type="checkbox"/> <input type="checkbox"/></p>				
<p>26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.</p>				
Name	Home Address, City & State	DOB	Position	%Owned
PATCHARIN KHANGRANG	[REDACTED]	[REDACTED]	PRESIDENT	51
Name	Home Address, City & State	DOB	Position	%Owned
PIMARA WIPANNGERN	[REDACTED]	[REDACTED]	VICE PRESIDENT	49
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.</p>				

Name	Type of License	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title PARHARIN KHANDRANI	Date 04/15/21
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

Tax Check Authorization, Waiver, and Request to Release Information

I, PIMARA WIPANNGERN am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of PIMARA WIPANNGERN (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Sushi Thai Salida</u>		Social Security Number/Tax Identification Number 	
Address <u>123 W 1st St, Salida</u>			
City <u>Salida</u>		State <u>CO</u>	Zip <u>81201</u>
Home Phone Number <u>661-9293416</u>		Business/Work Phone Number <u>661-9293416</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>PIMARA WIPANNGERN</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>PIMARA WIPANNGERN</u>			Date signed <u>04-15-21</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Sushi Thai Salida		Home Phone Number	Cellular Number 561-729-3416	
2. Your Full Name (last, first, middle) Wipangern Pimara		3. List any other names you have used		
4. Mailing address (if different from residence) [REDACTED]		Email Address pizza_pimara@yahoo.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Previous	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Sushi Thai Salida		123 W 1ST ST		vice
Sushi Siam Taos		106 Paseo Del Pueblo Norte		vice
916 Main St, Tempura House		916 Main St Alamosa, CO 81810		Manager
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
-		-		
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth Thailand d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [redacted] state NM

14. Financial Information.
- a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ _____
- b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____
- * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
<u>See other applicant paperwork</u>			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature PIMPA WIPANNGERN Print Signature PIMPA WIPANNGERN Title Vice President Date 05-15-21

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business SUSHI THAI SALIDA		Home Phone Number	Cellular Number 575 9991884		
2. Your Full Name (last, first, middle) KHANGRANG PATCHARIN		3. List any other names you have used			
4. Mailing address (if different from residence) [REDACTED]		Email Address SUSHITHAISALIDA@HOTMAIL.COM			
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)					
Street and Number		City, State, Zip		From	To
Current [REDACTED]		[REDACTED]		2018	PRESENT
Previous [REDACTED]		[REDACTED]		2012	2018
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)					
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To	
SUSHI SIAM TAOS	106 PASEO DEL PUEBLO, TAOS, NM 87571	OWNER	2020	PRESENT	
THAI HUT	525 MAIN ST, ALAMOSA, CO 81101	CHEF	2018	2019	
HOUSE OF SIAM	25 NE 2ND AVE, DELRAY BEACH, FL 33444	OWNER	1999	2019	
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.					
Name of Relative	Relationship to You	Position Held	Name of Licensee		
PIMARA WIPANNGERN	FRIEND	VICE PRESIDENT	N/A		
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No Item 7.

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth		b. Social Security Number		c. Place of Birth THAILAND		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State <u>COLORADO</u>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ _____

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature PATCHARIN KHANG RANG	Title President	Date
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Tax Check Authorization, Waiver, and Request to Release Information

I, PATCHARIN KHANGRANG am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of LIQUOR LICENSE (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) SUSHI THAI SALIDA		Social Security Number/Tax Identification Number <div style="background-color: black; width: 100px; height: 15px;"></div>	
Address 123 WEST 1ST ST			
City SALIDA		State CO	Zip 81201
Home Phone Number 575 9991884		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee PATCHARIN KHANGRANG			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 04/15/21

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



4/15/21

Liquor Enforcement Division
PO Box 17087
Denver, Colorado 80217

LED:

Enclosed please find a completed application for Sushi Thai Salida dba Sushi Thai Salida for a new Hotel & Restaurant liquor license with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,

Erin Kelley
City Clerk
City of Salida
clerk@cityofsalida.com
719.530.2630



448 East 1st Street, Suite 112
SALIDA, CO 81201

PHONE 719-539-4555
FAX 719-539-5271

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, Sushi Thai Salida dba Sushi Thai Salida, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 123 W 1st Street Salida, CO 81201.

A hearing on the application received April 15, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, June 1, 2021, remotely through the GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on June 1, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY


Erin Kelley, City Clerk

Premises Posted: May 21, 2021
Publish in Mountain Mail: April 23, 2021

CERTIFICATE OF PUBLICATION

STATE OF COLORADO } SS

County of Chaffee

Item 7.

I, MERLE J. BARANCZYK,

Being first duly sworn according to law, on oath depose and say, that I am, and at all the times herein mentioned, was the publisher of the Mountain Mail and that said Mountain Mail is a bi-weekly newspaper of general circulation, in said County and State, printed and published in the City of Salida, County of Chaffee and State of Colorado, and that copies of each number thereof are, and at all the times herein mentioned were, regularly distributed and delivered, by carrier or mail, to each of the subscribers of said newspaper, in accordance with the customary method of business in newspaper offices.

That the annexed

NOTICE OF PUBLIC HEARING (VIA WEBINAR)
FROM THE CITY OF SALIDA, COLORADO
THE SALIDA LIQUOR LICENSING AUTHORITY

In the matter of:
PURSUANT TO THE LIQUOR LAWS OF
THE STATE OF COLORADO

AN APPLICATION FOR A HOTEL AND RESTAURANT (CITY)
LIQUOR LICENSE

FROM:
SUSHI THAI SALIDA
TO SELL:

MALT, VINOUS AND SPIRITUOUS LIQUORS
FOR CONSUMPTION ON THE PREMISES AT:
123 W 1ST STREET, SALIDA, COLORADO 81201

This is a true copy of the original, and the same was regularly published in the newspaper proper and not in a supplement, for the full period of ONE (1) INSERTION

of said newspaper, and that the first publication was in the issue dated APRIL 23RD, 2021

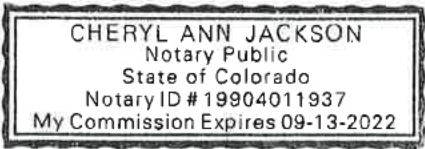
and that the last publication of the same was in the issue dated APRIL 23RD, 2021

and the said Mountain Mail has been established, printed and published for the full period of fifty-two consecutive weeks, and continuously and uninterruptedly prior to the said date of the first publication of the notice aforesaid, in the City of Salida, County of Chaffee and State of Colorado, and is a newspaper duly qualified for the publishing of said notice within the meaning of an Act of the General Assembly of the State of Colorado, approved May 30th, 1923, and entitled "An act to Amend an Act Entitled 'An Act Concerning Legal Notices, Advertisements and Publications and the Fees of Printers and Publishers thereof, and to Repeal all Acts and Parts of Acts in Conflict with the Provisions of this Act,'" and within the meaning of an Act amendatory thereof, approved May 18th, 1931 and entitled "An Act to Amend Section 4, of Chapter 139, Session Laws 'of Colorado, 1923, relating to Legal Notices and Advertisements,'" and within the meaning of any and all other Acts amendatory thereof or supplemental thereto. And further affiant saith not.

Pursuant to C.R.S. 24-70-103(5) this notice has also been posted online and available at: https://www.themountainmail.com and posted online and available at Colorado Press Association Network-Colorado Public Notice Database at: https://www.publicnoticecolorado.com.

The above certificate of publication was subscribed and sworn to before me by the above named Merle Baranczyk who is personally known to me to be the identical person described in the above certificate, on the 23RD Day of APRIL, 2021 A.D. FEIN # 84-0718607

CHERYL ANN JACKSON, NOTARY PUBLIC-ID#19904011937
STATE OF COLORADO/COUNTY OF CHAFFEE
My Commission Expires: September 13th, 2022



PROOF OF PUBLICATION

PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS OF COLORADO
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At said time and place, any interested persons may appear to be heard for or against the granting of said license.
Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on June 1, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.
LOCAL LICENSING AUTHORITY
Erin Kelley, City Clerk
Premises Posted: May 21, 2021
Published in The Mountain Mail April 23, 2021



NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Sushi Thai Salida, ~~_____~~ dba
 Sushi Thai Salida
 123 W 1st Street
 Salida, CO 81201

HAS REQUESTED THE LICENSING OFFICIALS OF the City of Salida TO Approve a new Hold 3 Restaurant Liquor License

LICENSE AT: Sushi Thai Salida
 123 W 1st Street
HEARING ON APPLICATION TO BE HELD AT:
 City Council Chambers 448 E 1st Street Room 190

TIME AND DATE: June 1, 6:00 pm
DATE OF APPLICATION: April 19, 2021
BY ORDER OF: City of Salida

OFFICERS:
 Pattarasin Khongrang and
 Pimara Wipon Ngern

#KeepKeith

#MASKUP SALIDA

PLEASE WEAR A MASK TO
 PROTECT OUR COMMUNITY

SAFE SPACE

FRONT DOOR AND EXIT

SERVICE AREA.



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Sushi Thai Salida Inc

is a
Corporation

formed or registered on 12/03/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20208054144 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/02/2020 that have been posted, and by documents delivered to this office electronically through 12/03/2020 @ 10:37:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/03/2020 @ 10:37:12 in accordance with applicable law. This certificate is assigned Confirmation Number 12764356 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Instructions: Please print this document for your records.

Item 7.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 12/3/20
Name: Sushi Thai Salida Inc
Address: 123 W 1st St\n\nSalida, Colorado 81201-2001

Sales Tax Account Number: [REDACTED]
Sales Tax Filing Frequency: [REDACTED]
Wage Withholding Account Number: [REDACTED]
Wage Withholding Filing Frequency: [REDACTED]

Websites

State of Colorado: www.colorado.gov
Colorado Department of Revenue: www.colorado.gov/revenue
Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com
File and pay your sales tax online: www.colorado.gov/RevenueOnline
Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

COMMERCIAL LEASE

This Lease is made to be effective the 22 day of December, 2020, between **123 W 1st LLC**, a Colorado limited liability company, of 100 F Street, Salida CO 81201, (herein "Lessor") and **Sushi Thai Salida Inc**, a Colorado corporation, of 3716 Galley Rd., Colorado Springs, CO 80909 (herein "Lessee") and Patcharin Khangrang and Pimara Wipan-Ngern (herein "Guarantors") as follows:

RECITALS

WHEREAS, Lessor is the owner of the developed property located at 123 W. 1st Street, legally described as Unit 1-R, Corbin Building Condominium, Salida, Colorado, per the map thereof recorded in the records of the Clerk and Recorder, Chaffee County, Colorado at Reception Number 347534, as amended by the map recorded in the records of the Clerk and Recorder, Chaffee County, Colorado at Reception Number 381840, and as amended by the map recorded in the records of the Clerk and Recorder, Chaffee County, Colorado at Reception Number 407282 (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purposes described herein; and

WHEREAS, the parties desire to enter into a Lease Agreement defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use (the "Lease");

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants and agreements by the parties set forth below, the parties agree as follows:

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee for Lessee's exclusive use the Premises described above, known by street address as 123 W. 1st Street, Salida, Colorado.

2. **PURPOSE AND USE.** Lessee shall use the Premises for the purpose of operating a restaurant known as Salida Sushi Thai, which will serve primarily Thai food and sushi. Lessee shall not use the Premises for any other purposes, without the prior written consent of Lessor, which consent may be withheld at the sole discretion of Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operate its business in a manner constituting a nuisance of any kind.

3. **TERM.** The initial term of this Lease shall be a five (5) year period commencing [redacted] and terminating [redacted]. Lessee shall have an option to renew this lease for a second five (5) year term as set forth below in paragraph 25.

4. **RENTAL.** Installments of rent shall be payable in advance and without notice at the office of Lessor at 100 F Street, Salida, CO 81201, or at such other place as Lessor from time to time designates in writing. The monthly rental shall be [REDACTED] due on the 1st day of each month. If the Lease commences on any date other than the first day of the month, rent for the first month shall be prorated.

5. **LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of [REDACTED] will be paid by Lessee. Although a late charge will not be imposed until five (5) days after the due date, as set forth in Section 21A, Lessee shall be in default if Lessee fails to pay monthly rent on the due date.

6. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor, the receipt of which is acknowledged by Lessor, the sum of [REDACTED] as security for the performance of Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the Lease term if all obligations of Lessee have been performed; the Premises are left undamaged, in their original condition, normal wear and tear excepted; and the Premises are thoroughly and professionally cleaned. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to Lessee for the balance.

7. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

A. At no time shall Lessee make any alterations, additions, or improvements in or to the Premises without a written proposal of such changes first being approved by Lessor in writing. Said written proposal shall contain Lessee's promise to pay the full cost of the improvements and shall set forth Lessee's need for the proposed improvements, the material composition, and the decorative coordination to be used. Lessee shall provide Lessor the names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the alteration, addition, or improvement of the Premises, as soon as those persons are known. Lessee shall give notice to the aforementioned persons that Lessor's interest shall not be subject to any liens arising from any improvements, repairs, or alterations provided at the request of Lessee. Lessee shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Lessor with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Lessee or Lessee's contractors or subcontractors.

B. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by Lessee at any time following Lessee's taking of possession, Lessee shall, within ten (10) days after demand by Lessor, cause said lien to be released.

C. Any approved alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the Building or any part thereof.

D. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinance, codes, and regulations.

E. Subject to the requirements and restrictions set forth in the foregoing paragraphs A through D of this Section 7, Lessor shall not unreasonably withhold its approval of alterations, additions, or improvements to the Premises which might from time to time be requested by Lessee.

F. Upon the approval of any alterations, Lessor and Lessee must also agree in writing as to whether any such alteration or improvement shall be deemed a fixture which shall remain with the Premises upon termination or shall be deemed to be the personal property of Lessee which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of Lessor as set forth in Section 8 herein.

8. **FIXTURES.** Any alterations made in the Building by Lessee and any equipment or fixtures built into the Premises by Lessee shall upon the termination of this Lease remain as installed upon the premises in their then existing condition, and shall become the sole property of Lessor, unless otherwise agreed in writing by the parties.

9. **LESSEE'S MAINTENANCE OBLIGATIONS.** Lessee covenants and agrees to comply with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to maintain, repair, replace and keep all exterior signage and the interior of the Premises, and all improvements, fixtures and personal property and equipment therein, in good, safe and sanitary condition, order and repair; to pay all costs and expenses in connection therewith; and to contract for the same in Lessee's own name. All maintenance and repairs by Lessee shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

A. Lessee shall also be responsible for the repair of damages if any damage or defect was caused by the negligence of Lessee or Lessee's employees, agents, contractors, customers, clients, or other invitees, or if the damage or defect is caused by or otherwise due to work performed by Lessee or Lessee's agents or contractors.

B. Lessee shall keep the entire exterior Premises free from all litter, dirt, debris and obstructions and shall keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the Premises are situate. Lessee, at Lessee's sole expense, shall also be responsible for trash removal and janitorial services in the Premises.

C. Lessee shall keep the parking areas, walkways, stairs, stoops, and entry area free from all snow and ice.

D. Lessee agrees to return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as they were at the commencement of the Lease term, and to maintain them in good working order, subject to normal wear and tear.

10. **LESSOR'S MAINTENANCE OBLIGATIONS.** Lessor covenants and agrees to comply with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to maintain, repair, replace and keep all glass, doors and windows, lighting fixtures, plumbing, electrical, HVAC and mechanical systems and fixtures, roof, exterior walls, crawlspace (basement) (if any), attic (if any) and foundation of the Premises, in good, safe and sanitary condition, order and repair; and to pay all costs and expenses in connection therewith except as otherwise provided herein. Notwithstanding, if any repair, replacement or restoration is necessitated by any act or omission of Lessee, or any of Lessee's officers, employees, agents, guests or invitees, all costs and expenses incurred by Lessor in connection therewith shall be payable by Lessee immediately upon written request therefor by Lessor. Except as provided in Section 20H, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of Lessor, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Lessor, Lessee or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. **UTILITIES.** All applications and connections for necessary electricity, gas, telecommunications, internet, and trash service for the Premises shall be maintained in the name of Lessee. From the date Lessee takes possession of the Premises until this Lease is terminated, Lessee shall be solely liable for the payment of all such services, including deposits and charges for facilities and services as such deposits and charges become due and owing. Lessor shall be solely liable for the payment of water and sewer charges for the Premises.

12. **TAXES.**

A. Lessee's Taxes. During the term of this Lease, Lessee shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Lessee's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Lessee's business on the Premises.

B. Real Property Taxes. Lessor shall pay the real property taxes assessed against the Premises.

13. **SIGNS.** Lessee shall at no time build, construct, erect, attach, or hang signs in the absence of Lessor's prior written consent, which will not be unreasonably withheld. All permitted signs must be erected and maintained in accordance with the provisions of applicable federal, state, and local law, rules, and regulations.

14. **PARKING.** There is no parking assigned to the Premises. Lessee and Lessee's employees and contractors, shall abide by the parking signage and ordinances of the City of Salida.

15. **OTHER COVENANTS OF LESSEE.**

A. Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

B. No Waste or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

C. No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby Premises.

D. No Unsightliness. Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby Premises. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, junk, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises.

E. No Security Interest. Lessee agrees and warrants that no security interest will or may be granted at any time during the term of this Lease with respect to the Premises or to any fixture to remain part of the Premises pursuant to Section 7 F. and Section 8.

F. Dogs and other Pets. Lessee and Lessee's employees shall not leave dogs, cats, or other pets unattended anywhere on or about the Premises, including the interior or exterior of the Premises or upon the sidewalks adjacent to the Premises.

G. Smoking. Smoking anywhere on the Premises shall be prohibited.

15. **CONDITION OF THE PREMISES.** Lessee shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof. The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in satisfactory condition when possession of the same was taken.

16. **WORK ON ADJACENT PREMISES.** Lessee hereby consents to repairs, maintenance, alteration, and construction upon or within Lessor's adjoining condominium unit, provided that any such work does not unreasonably interfere with or disturb the operation of Lessee's use and occupancy of the Premises as permitted hereunder. Ordinary noise attendant to such work shall not be deemed an unreasonable interference or disturbance, so long as such noise is of a reasonably temporary nature.

17. **ACCESS AND QUIET ENJOYMENT.** Subject to the terms of Paragraph 16 herein, Lessor warrants that Lessee shall have peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided for herein, and otherwise fully and punctually performs the terms and conditions hereof.

18. **RESERVATIONS AND INSPECTION BY LESSOR.** Lessor and/or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. Lessor shall at all times have the right, at its election, to make such alterations of, changes in, or additions to the Building and any adjoining buildings, not leased to Lessee, as may appear desirable to Lessor, at Lessor's sole expense. Lessor may show the Premises to prospective purchasers and mortgagees, and during the three months prior to termination of this Lease, to prospective tenants, during customary business hours with reasonable notice to Lessee.

19. **LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.**

A. Except as otherwise provided herein, Lessee shall be in exclusive control and possession of the Premises from the date this Lease is executed until it is terminated. Lessor shall not be liable for any injury or damages to any Premises or to any person on or about the Premises nor for any injury or damage to any Premises of Lessee. Lessor shall not be liable to Lessee for any entry on the Premises for inspection or repair purposes.

B. To the fullest extent permitted by applicable law, Lessee shall hold harmless and indemnify Lessor from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the negligence or willful act of Lessor, (3) Lessee's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Lessee or security interest filed against the Premises or

equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Lessee.

C. At all times during the term of this Lease, Lessee shall obtain and maintain a renter's insurance policy insuring all personal property, furnishings, trade fixtures, equipment, inventory, supplies and records that it uses or stores on the Premises against losses due to property damage, fire and casualty.

D. Lessee and Lessee's principals shall obtain and maintain prior to taking possession of the Premises and at all times thereafter during the term hereof, including any optioned term, a liability insurance policy for bodily injury and property damage, all to be in amounts and in forms of insurance policies as may from time to time be required by Lessor, with policy limits acceptable to Lessor.

E. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Lessor, shall require at least 15 days written notice to Lessor of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor, on the commencement date of the term of this Lease and prior to the commencement of any new or additional lease terms, certified copies or other evidence of such policies, or other evidence satisfactory to Lessor that all premiums thereof have been paid and that the policies are in full force and effect. Any default or breach of the insurance requirements of this Lease shall be deemed an immediate default and shall not require Lessor to give notice of default described in Section 21 herein.

F. At all times during the term of this Lease, Lessor shall obtain and maintain a property insurance policy insuring the Premises against losses due to property damage, fire and casualty, as well as extended coverage for the Premises.

G. In the event the Premises shall be damaged by fire or other casualty during the term of the tenancy, in a manner rendering all or a part of the Premises unusable for the intended purpose under this Lease, the parties shall be entitled to exercise the following options:

(a) Lessor may repair the Premises at its own expense. Lessor shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was maintained by Lessee, Lessor shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.

(b) Lessee may repair the Premises at its own expense. Lessee shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises.

(c) If neither party elects to repair the damaged portions of the Premises, by giving written notice of its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within one hundred eighty (180) days following the date when the Premises were damaged, Lessee or Lessor shall be entitled to declare this Lease null and void.

H. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Lessee, or its employees, agents, customers, clients, or invitees, Lessee shall be entitled to an abatement of Lessee's obligation to pay rent hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

20. **DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease by Lessee:

A. If Lessee fails to pay Lessor monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 5.

B. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of three (3) days after notice thereof is given by Lessor to Lessee.

C. If Lessee vacates or abandons the Premises.

D. If this Lease or the estate of Lessee hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.

E. Lessee shall be in default in the event any lien is placed on the business of Lessee, Lessee's assets of any kind, on the Premises, Lessor's real or personal property, whether voluntarily by Lessee or by any creditor, taxing authority, or any party whatsoever.

F. In the event of any default hereunder, as set forth above, the rights of Lessor shall be as follows:

(a) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than five (5) days' notice of the cancellation and termination in accordance with Colorado law, in addition to the time period set forth above in Section 20 A or 20 B, as applicable, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to Lessee, without prejudice to any claim for rent or for the breach of covenants hereof.

(b) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of default.

21. **LIEN.** Lessor shall have at all times a valid lien for all sums of rent due hereunder from Lessee upon all of the personal property of Lessee situate in the Premises, and said property shall not be removed therefrom without the consent of Lessor until all arrearages in rent shall have first been paid and discharged.

22. **REMEDIES CUMULATIVE.** No reference to nor exercise of any specific right or remedy by Lessor shall prejudice or preclude Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor may from time to time exercise any one or more of such remedies independently or in combination.

23. **ATTORNEY FEES.** If either party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting party or the party not prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under the Lease, including, without limitation, court costs and reasonable attorney fees, if ordered by the court, in accordance with applicable statute.

24. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor, including keys and security codes, and improvements constructed and placed thereon by Lessee, except Lessee's personal property and agreed upon trade fixtures, all in good condition and repair. At Lessor's election, any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date (except any property remaining on the Premises due to Lessee's holdover under Colorado law), shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may at its option remove such personal property from the Premises and store it at the risk and expense of Lessee. Lessee shall repair and restore any and all damage to the Premises caused by the removal of equipment and other personal property and trade fixtures or be liable for the costs incurred in such repair or restoration. Lessee shall deliver the Premises back to Lessor in substantially the same condition as exists on the date on the execution of this Lease, normal wear and tear excepted. Lessee shall not, at any time during the term of the Lease or at or after its termination, remove any leasehold improvements, including fixtures physically attached to any portion of the Premises, regardless of whether such leasehold improvements, including fixtures, were installed by Lessee, Lessor, or others, unless agreed to in a signed writing in accordance with Sections 7 F and 8 above. Once

attached, such leasehold improvements, including fixtures, shall become a part of the Premises subject to the terms of Sections 7 F and 8 above.

25. **OPTION TO RENEW.** Lessee shall have the option to renew this Lease at the rental rate of [REDACTED] with all other terms of the Lease to remain the same. To exercise the option, Lessee must give Lessor written notice a minimum of sixty (60) days before the last day of the lease term. Upon delivery of the notice to Lessor, the option shall be deemed irrevocable. After the option is exercised, and before the first day of the renewal term, the parties shall execute a new Lease reflecting the rental increase for the upcoming five-year term. The renewal Lease may also contain provisions for a renewal option, with terms as agreed to between the parties. Any modifications to other terms of the Lease shall be subject to a signed, written agreement between the parties, which may be evidenced in the new Lease or by addendums to this Lease.

26. **HOLDING OVER.** It is mutually agreed that if, after the expiration of this Lease term, Lessee shall remain in possession of the Premises, without a written agreement as to such holding, and Lessor accepts rent from Lessee, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1st day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 25 shall be construed to alter or impair any of Lessor's rights of re-entry or eviction or constitute a waiver thereof.

27. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor. Lessee and all guarantors shall remain responsible for the lease payments and all other terms of this Lease under any approved sublease agreement. In addition, no assignment for the benefit of creditors or by operation of law shall be effective to transfer any rights to the said assignees without the prior written consent of Lessor first having been obtained.

28. **LESSOR'S ASSIGNMENT.** Lessor may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Lessor from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this Lease, express or implied, and Lessee shall thereafter look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Lessee shall attorn to Lessor's successor in interest thereunder.

29. **SUCCESSORS.** Subject to the restrictions of Section 27 above, the covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

30. **CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to Lessor hereunder, Lessee waiving all right to any such payments.

31. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** If Lessee shall be declared insolvent or bankrupt, or if any assignment of Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of Lessee, whether under the operation of the state or the federal statutes, then and in any such case, Lessor may at its option immediately, with or without notice (notice described in Section 21 above being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of Lessee hereunder.

32. **WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee or acceptance by Lessor, of a lesser amount than due shall be treated only as a payment on account.

33. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Lease shall be interpreted as though such invalid agreements or covenants are not contained herein.

34. **NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the United States Mail, certified, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or other electronic delivery with verified receipt, or maybe hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.

35. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Lease.

36. **ESTOPPEL STATEMENTS.** Lessee shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Lessor, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Lessee's lease and occupancy of the Premises reasonably required by Lessor.

37. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with venue in Chaffee County, Colorado.

38. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile and electronic signatures shall be equally as binding as original signatures.

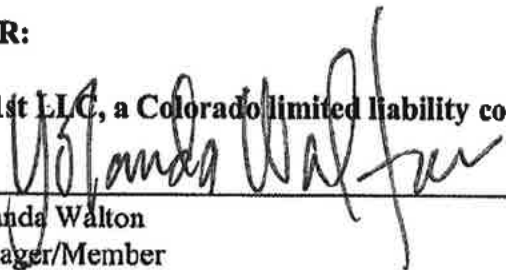
39. **INDEPENDENT COUNSEL.** The parties acknowledge and agree that Powell & Murphy, P.C. represents Lessor. Lessee understands Lessee's right to seek independent counsel if so desired.

40. **ENTIRE AGREEMENT.** This Lease sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.


LESSOR:

123 W 1st LLC, a Colorado limited liability company

By: 
Yolanda Walton
Its: Manager/Member

Date: 1/11/21

LESSEE: Sushi Thai Salida Inc, a Colorado corporation

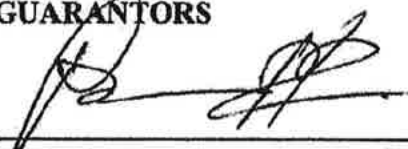
By: 
Patcharin Khangrang
Its: President

Date: 01/11/21

By: PIMARA WIPAN-NGERN
Pimara Wipan-Ngern
Its: Vice President

Date: 01-11-21

GUARANTORS


Patcharin Khangrang, Individually

Date: 01/11/21

PIMARA WIPAN-NGERN
Pimara Wipan-Ngern, Individually

Date: 01-11-21

BYLAWS OF INCORPORATION

BYLAWS OF

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Colorado.

NAME

The name of the corporation shall be Sushi Thai Salida Inc

NATURE OF BUSINESS

This corporation may engage in and provide Food Service/Restaurant permitted under the laws of the United States, the State of Colorado, or any other state, county, territory or nation.

SHAREHOLDER MEETINGS.

Regular meetings of the shareholders need not be held unless resolved by the Board. Special meetings of the shareholders may be called at any time by the president, a member of the Board of Directors, or any shareholder or shareholders owning ten percent (10%) or more of the stock.

CAPITAL STOCK.

10,000 Shares of common stocks were authorized and issued at par value of \$ 1.00.

A. Distribution of Shares. 5,100 shares will be issued to Patcharin Khangrang.
4,900 shares will be issued to Pimara Wipan-Naern.

B. Place of Shareholder Meetings. The Board of Directors may designate any place, within the State of Colorado, as the place of meeting for any meeting of the shareholders called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, within the United States, as the place for the holding of such meeting. If no designation is made, or if a meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Colorado.

C. Notice of Shareholder Meetings. Written or printed notice stating the place,

day and hour of the meeting, and the purpose for which the meeting is called, shall be delivered not less than five (5) nor more than sixty (60) days before the date of any meeting other than an adjourned meeting, either personally or by mail, by or at the direction of the President, or the secretary, or the officer or persons calling the meeting, to each shareholder or record entitled to vote at such meeting. If mailed such notice shall be deemed to be delivered two (2) days after it was deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of corporation.

D. Waiver of Notice for Shareholder Meetings. Any notice of meeting may be waived. A waiver of notice by a shareholder entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally or by attendance. Attendance by a shareholder at a meeting is a waiver of notice of that meeting, except where the shareholder objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

E. Quorum at Shareholder Meeting. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

F. Business Transacted at Shareholder Meetings. At any regular meeting of shareholders there shall be an election of qualified successors for directors who serve for an indefinite term or whose terms have expired. The business transacted at a special meeting is limited to the purpose stated in the notice of the meeting. Any business transacted at a special meeting that is not included in those stated purposes is voidable by or on behalf of the corporation, unless all of the shareholders have waived notice of meeting in accordance with section C above.

TERM OF EXISTENCE

This corporation shall exist perpetually.

LIMITATION OF LIABILITY

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him

In connection with the defense of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

REGISTERED AGENT.

The Corporation registered agent is Patcharin Khangrang.

THE BOARD OF DIRECTORS. Subject to the provisions of the shareholder control agreement, the business and affairs of the corporation shall be managed by its Board of Directors.

A. **Number of the directors.** This corporation shall have a minimum of one director. The initial Board of directors shall consist of:

Patcharin Khangrang: President
Pimara Wipan-Ngern: Vice President/Secretary

B. **Regular Board Meetings.** Regular meetings of the directors need not be held unless resolved by the board. If they are to be held, regular meeting of the Board of Directors shall be held at such times and places as may be designated by the Board of Directors.

C. **Special Board Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any director.

D. **Notice of Board Meetings.** Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered two (2) days after deposit in the United States mail so addressed, with postage prepaid thereon.

E. **Quorum at Board Meetings.** A majority of the members of the Board of Directors currently holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

F. **Manner of Acting as a Board.** The act of the majority of the director present at

a meeting at which a quorum is present shall be the act of the Board of Directors. A director may have given advance written consent or opposition to a proposal to be acted on at a board meeting.

G. Compensation of Directors. Except as otherwise determined by a resolution passed by the Board of Directors by not less than a majority vote, no director shall be paid any compensation for attending a meeting of the board.

H. Vacancies on the Board. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall be elected for an indefinite term and shall hold office until his or her successor is elected and qualified.

I. Conflict, Procedure When Conflict Arises. A contract or other transaction between a corporation and one or more of its directors, or between a corporation and an organization in or of which one or more of its directors and directors, officers, or legal representatives or have a material financial interest, is not void or voidable because the director or directors or the other organizations are parties or because the director or directors are present at the meeting of the shareholders or the board or a committee at which the contract or transaction is authorized, or ratified.

If:

1. The contract or transaction was fair and reasonable as to the corporation at the time it was authorized, approved, or ratified and

2. The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or known to the stockholders and the contract or transaction is approved in good faith by the holders of a majority of the outstanding shares, but shares owned by the interested director or directors shall not be counted in determining the presence of a quorum and shall not be voted; or

3. The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or known to the board or a committee, and the board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the board or committee, but the interested director or directors shall not be counted in determining the presence of a quorum and shall not vote.

J. Material Financial Interest. For purpose of the preceding provision:

1. A director does not have a material financial interest in a resolution fixing

the compensation of the director or fixing the compensation of another director as a director, officer, employee, or agent of the corporation, even though the first director is also receiving compensation from the corporation; and

2. A director has a material financial interest in each organization in which the director, or the spouse, parents, children and spouses of children, brothers and sisters and spouses of brothers and sisters of the director, or any combination of them have a material financial interest.

OFFICERS. The offices of the corporation shall be established by action of the Board Officers and assistant officers, as may be deemed necessary from time to time, maybe elected or appointed by the Board of Directors. Any two (2) or more officers may be held by the same person.

A. Election and Term of Office. The officers of the corporation shall hold office until their successors are elected and qualified.

B. Salaries. The salaries, if any, of the officers shall be such as may from time to time be fixed by action of the Board of Directors.

C. Duties. The following generally describes the responsibilities of officers, if so established and elected or appointed by the Board:

1. **President.** The president shall: a) Have general active management of the business of the corporation; b) When present, preside at all meetings of the Board and of the shareholders; c) See that all orders and resolutions of the Board are carried into effect; d) Subject to restrictions imposed by the Board, sign and deliver in the name of the corporation any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Articles.

2. **Vice President.** The Vice President shall perform any special responsibilities as the Board may direct and shall assume the responsibilities of the President in the event of any involuntary absence of the President.

3. **Secretary-Treasurer.** The secretary-Treasurer shall: a) Keep accurate financial records for the corporation; b) Deposit all money, drafts and checks in the name of and to the credit of the corporation in the banks and depositories designated by the Board; c) Endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board, making proper vouchers therefore ; d) Disburse corporate funds and issue checks and drafts in the name of the corporation, as ordered by the Board; e) Render to the President and the Board, whenever requested, an account of all transactions by the Secretary-

Treasurer and of the Financial condition of the corporation; and f) Perform other duties prescribed by the Board or by the President.

SELF DEALING

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he maybe in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

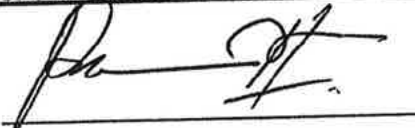
INCORPORATORS

Names:

Patcharin Khangrang
Pimara Wipan-Ngern

IN WITNESS WHEREOF, the undersigned has here unto set their hands and seal
On this 12/03/2020
CORPORATION of Sushi Thai Salida Inc. of State of Colorado

SIGNATURE OF INCORPORATORS



Patcharin Khangrang, **President**

PIMARA WIPAN-NGERN

Pimara Wipan-Ngern, **Vice President/Secretary**



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ITEM

Second Reading and Public Hearing for Ordinance 2021-08: An Ordinance of the City Council for the City of Salida, Colorado Approving a Major Impact Review for a .46 Acre Parcel Located at the Southwest Corner of Highway 291 and West Third Street, Currently Zoned Commercial (C-1) with a Highway 291 Established Commercial Overlay, to Place a Planned Development Overlay on the Property and Approve the Development Plan for a Four-Building Mixed-Use Development (Jane’s Place).

BACKGROUND

The applicants have requested a major impact review to approve a Planned Development overlay and development plan for a four-building, 17-unit “community housing” development with a variety of dwelling types, as well as some commercial and community space.

A Planned Development is an overlay which allows flexibility in the underlying zoning district standards to “...permit the application of more innovative site planning and design concepts than may be possible under the application of standard zone districts.” The applicants are requesting flexibility in design/deviation from the following standards:

1. **Maximum allowable density.** The site area would generally allow a maximum of 7 residential units (8 with inclusionary housing units provided). The application proposes 17 units of varying sizes and affordable rent levels.
2. **Minimum off-street parking requirements.** The proposed number of units would generally require a minimum of 25 off-street parking spaces for multi-family housing (17 with inclusionary housing units provided), as well as approximately 3-5 spaces for the commercial components of the development (community room, possible coffee shop, etc.). The development is proposing (12) off-street parking spaces, along with two on-street spaces and a transit/vanpool stop in front of the development.
3. **Permanent deed-restriction or fee-in-lieu requirements of Section 16-13: Inclusionary Housing.** The project is focused on providing transitional housing for individuals and families earning between 20% AMI to 200% AMI at rental rates that will be capped at no greater than 30% of their income. While the land will be owned by the Chaffee County



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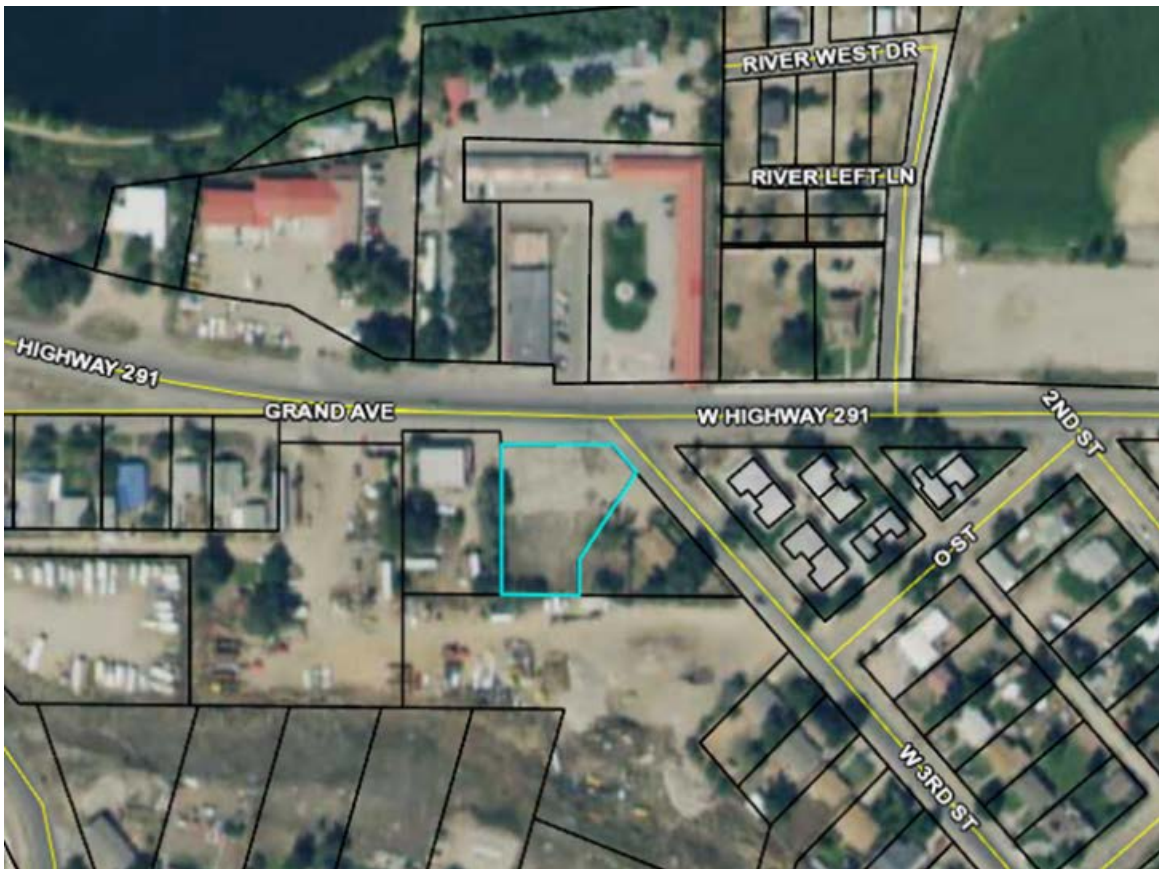
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Community Foundation, the development is proposed to be owned and managed by the Chaffee Housing Authority (CHA). The applicant would like to waive the deed-restriction requirements given the nature of the development and purpose of the CHA.

A table of dimensional standards clarifying requested deviations is attached further below.

City Council and Planning Commission held a Conceptual Review meeting for this site on November 30, 2020. Planning Commission held a public hearing and review of the proposals on April 26, 2021 and recommended approval of the request with conditions. First reading of the Ordinance was held on May 18, 2021.

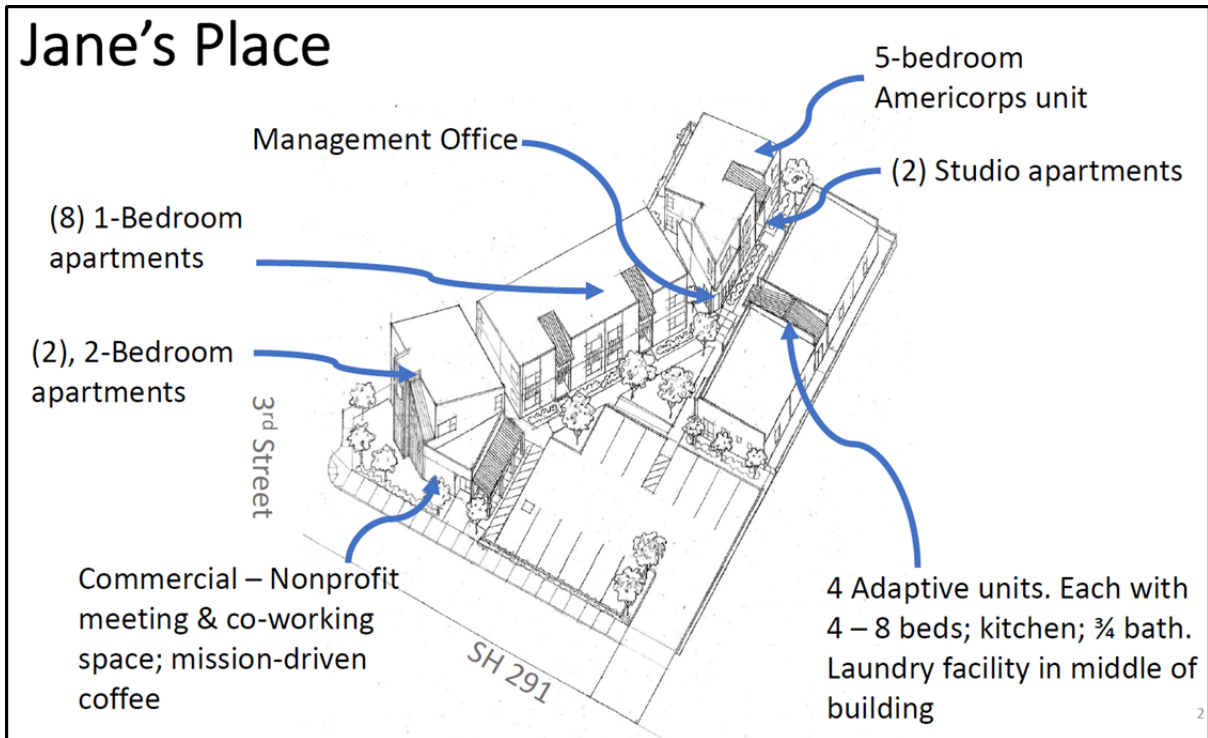
Vicinity Map and Site Plan





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THE CITY OF SALIDA COMPREHENSIVE PLAN

Per Section 16-7-20 of the Salida Municipal Code, a Planned Development constitutes a zoning classification and is established by overlaying the designation upon land within an existing or newly created zone district. Generally zoning should be consistent with the community's comprehensive plan. The following Policies, Actions and Principles of the Comp Plan are most applicable to the proposal:

Policy LU&G-I.1. – *New development within the city shall make the most appropriate use of the land using design standards that enhance and complement the historic built environment of the city.*

Given the location within a commercial zone, and the surrounding development, the proposed development does not conflict with this policy statement.



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Action LU&G-I. 1.a. – *Amend Salida’s Land Use Code and Zoning Map to advance the objectives of this plan and consider appropriate zoning designations, densities and overlays that utilize setbacks and promote the traditional historic built environment.*

The proposed PD amendment to the zoning map would accomplish the requested density without compromising anything regarding the traditional built environment.

Action LU&G-I. 1.b. – *New development should complement the neighborhoods’ mass and scale.*

The area is surrounded by a mix of one, two, and three-story buildings, as well as vacant lots. The proposed development would complement and in fact enhance the neighborhood from that perspective.

Policy LU&G-I.2: -- *Infill and redevelopment should be encouraged and will advance the objectives of this plan.*

The proposed development would provide considerable residential infill to advance the objectives of this plan.

Action LU&G-I.2a: -- *Encourage projects to use maximum density allowances to make the best use of the available infrastructure.*

The applicants have requested a deviation in order to maximize potential residential density on the site, which would create efficiencies for using existing infrastructure.

Policy H-I.1: -- *Provide a mix of housing types and densities throughout the city to address a variety of incomes and lifestyles.*

The development proposes a significant mix of housing types targeting a variety of incomes and lifestyles.



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Policy H-II.1: -- *Promote new development projects that contain a variety of housing, including affordable units.*

The development includes a variety of affordability levels, but are all intended to be rented out at no more than 30% of an individual’s income.

Policy H-II.3: -- *Work cooperatively with other agencies to provide affordable housing and home improvements.*

The applicant is the Chaffee County Community Foundation, working in concert with the Chaffee Housing Authority, an independent government entity devoted to more equitable housing opportunities.

Action H-II.3.a -- *Maintain and strengthen relationships with affordable housing providers in the community and examine ways the city can provide both monetary and non-monetary support for housing agencies in the community.*

Though not “deed-restricted” affordable housing, the development is of a nature that would meet the tenets of this action items. Additional forms of support will be considered upon request.

PLANNED DEVELOPMENT EVALUATION CRITERIA:

Section 16-7-40 (b) of the City of Salida Land Use and Development Code states “the PD Development Plan shall meet the following criteria...unless the applicant can demonstrate that one or more of them is not applicable or that another practical solution has been otherwise achieved.” Staff comments and related recommended conditions of approval are listed below.

1. **Minimum dimensional standards:** *The PD is a negotiated zone district. While there may be no fixed lot size or lot widths, the Planning Commission and City Council require minimum dimensional standards, including setbacks and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and to ensure that the PD is compatible with other developments in the area.*



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The only deviation to a specific dimensional standard being requested through the application is that regarding density, which is discussed in #5 below.

- 2. Trails: Reasonable effort must be made to connect to nearby recreation trails, parks and public open space such that green corridors define and connect urbanized areas. Any trails identified for the area in the City's Comprehensive Plan or Parks Master Plan must be included in the PD.

No trails are planned for the development, nor would be warranted given the location and size of the development. However, given the proposed density of the development and the proximity to Marvin Park and the Arkansas River, Planning Commission recommended the following condition of approval:

- The applicant shall be responsible for installing a thermoplastic or similar pedestrian crossing across Highway 291 and relevant safety signage (similar to that found roughly ¼ mile west of the site) in a specific location to be determined by Public Works Director and CDOT, prior to CO for any of the buildings. The applicant shall also work with the City and CDOT to identify potential funding opportunities for a future signalized crosswalk in such location.

In response to the recommended condition of approval, the applicant requested that the cost of such a crossing not be added to the development budget but “rather it be paid for through grant funding or other transportation-related funds as jointly identified and pursued by us and City staff.” Public Works responded that the crossing is not that critical to support this project, and Council requested during first reading that staff provide an alternative condition to consider. Therefore, staff recommends the following amended condition of approval:

- The applicant shall work with City staff to identify and pursue potential funding for a pedestrian crossing across Highway 291 in the vicinity of the development.

- 3. Ownership and Maintenance: No PD shall be approved unless the City Council is satisfied that the landowner has provided for or established an adequate organization for the



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ownership and maintenance of common open space and private roads, drives, parking or other common assets to ensure maintenance of such areas.

No HOA is proposed, however, the project is intended to be owned by the CCCF and managed by the newly-created Chaffee Housing Authority.

4. Water and Sewer: *The developer shall provide municipal water and sewer facilities within the PD as required by the City.*

The developer intends to provide improvement plans that will include designs for sewer and water mains to serve the interior of the site; however, at this time, the applicant has not submitted plans that meet the requirements of Sec. 16-3-50 of the SMC. Due to the fact that the proposal does not include any subdivision of lands, nor public improvements on the parcel, staff feels comfortable moving forward with the request, with the following recommended condition of approval:

- The engineered plan submittal shall include the roadway, utility, and drainage details, and shall be submitted to Public Works for review and approval prior to processing of the development improvement agreement.

5. Residential Density: *Density shall be limited as required by the Planning Commission and City Council upon consideration of the overall development plan, individual characteristics of the subject land and surrounding uses. In a multi-lot PD, the averaging of lot areas shall be permitted to provide flexibility in design and to relate lot size to topography, but each lot shall contain an acceptable building site. The clustering of development with usable common open areas shall be permitted to encourage provision for and access to common open areas, encourage pedestrian access and to save street and utility construction and maintenance costs. Such clustering is also intended to accommodate contemporary building types which are not spaced individually on their own lots but share common side walls, combined service facilities or similar architectural innovations, whether or not providing for separate ownership of land and buildings. In high-density development, housing will be designed to provide adequate privacy between dwelling units.*



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The proposed development is on a single lot. The project proposes a total of 17 residential units of varying types (within four buildings). The maximum allowable density, given the Commercial (C-1) zone district, would be 7 units (or 8 with Inclusionary Housing units provided).

This is a unique development that is largely focused on providing affordable, transitional housing for people in need of housing. The applicant contends that the deviation should be granted due to the smaller average unit size (575 SF), and the intent of the development. The applicant states that “At the time (the land use code) was written, the housing demand environment was much different from today’s severe affordability and demand-supply imbalance, especially in locations close to downtown with the kind of services that are critical to the demographics we are seeking to serve. In addition, there is very little vacant land near downtown available for development so it is important that, whenever possible, any development should make full use of the opportunity to serve the most critical housing needs.”

Given the unique nature of the project, the diverse types of housing that the applicant intends to provide, as well as the proximal location to downtown, staff is in support of the deviation request from the maximum allowable density. However, in order to ensure the long-term intent of the project, Planning Commission recommended that the following shall appear as notes on the development plan:

- The project shall remain managed by the Chaffee Housing Authority (CHA) or similar organization focused on affordable/attainable housing. CHA is encouraged to include a land use restriction on the property to provide housing for individuals earning between 20% - 200% AMI at rates no higher than 30% of the household income.
- No short-term rental licenses shall be allowed in the development.

In response to the above recommended condition of approval, the applicant requested that it be amended so as not to restrict short-term transitional occupation of units, per the goal of the development. Council requested during first reading that staff provide an alternative condition to consider. Therefore, staff recommends the following amended condition of approval:



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- No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.
- The total number of individuals housed in each building shall not exceed Fire Code requirements.

Otherwise, the buildings are clustered, spaced in conformance with standard setback requirements, adequate privacy is provided, and small common open spaces are proposed in various locations surrounding Buildings 1, 2, and 3.

6. Relationship to the Subdivision Regulations: *The provisions of these regulations concerning Planned Developments are not intended to eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City.*

The provisions of these regulations concerning a Planned Development will not eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City. No subdivision is requested.

7. Improvement Standards: *The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development. Deviations may be incorporated only with the approval of the Planning Commission and City Council as a part of its review of the Overall Development Plan for a PD and shall conform to acceptable engineering, architectural and planning principles and practices. If a deviation from the improvement standards is not specifically addressed and approved under the Overall Development Plan, the improvement shall comply with all improvement standards of this Chapter.*

No public streets or ways are proposed with this development. Other public utility easements, stormwater management, and public infrastructural construction design will be submitted at a later date. As a recommended condition of approval,



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- The engineered plan submittal shall include the roadway, utility, and drainage details and shall be submitted to Public Works for review and approval prior to processing of the development improvement agreement.

8. *The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in:*

- a. Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features.*
- b. Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view.*
- c. Inability to provide adequate fire protection using equipment currently in use by the Fire Department.*

The maximum height proposed for any of the buildings is 27 feet for Building 4, which is well under the maximum height allowed in the zone. The buildings are not anticipated to create any issues addressed in a. - c.

9. Gross Floor Area: *The gross building floor area of uses other than residential may be limited as required by the City Council upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses.*

The gross building floor area of the commercial spaces is approximately 1326 SF or approximately 12% of gross building floor area for the development. Considering that the majority of the development is intended for residential use and the relative amount of the commercial space is limited and fronting the street, staff does not feel that such a limitation is necessary.

10. Permitted Uses: *A PD may include any permitted principal or accessory uses by right and conditional review uses allowed in any other zone, except that any use that has been*



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declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted. Uses within the PD will be permitted upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses. The PD shall be designed, insofar as practicable when considering the overall size of the PD, to provide commercial, recreational and educational amenities to its residents to alleviate the necessity of increased traffic and traffic congestion.

The proposed residential and commercial office/community space and retail uses are uses by right within the existing zone district. The size of the development site is not large enough to justify the requirement of any amenities other than those already provided.

11. Transportation Design: *The PD shall provide interconnected transportation networks designed to disperse and reduce the length of automobile trips, connect to adjacent roadways and enhance the greater transportation pattern of the City and surrounding area. The street design and circulation system must be adequate to support the anticipated traffic. The proposed land uses may not generate traffic volumes which exceed the capacity of existing transportation systems, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts. The internal street circulation system shall be designed for the type of traffic generated, safety and separation from living areas, convenience and access. Private internal streets may be permitted, provided that adequate access for police and fire protection is maintained, access for maintaining public infrastructure within the right-of-way is explicit and provisions for using and maintaining such streets are imposed upon the private users and approved by the Planning Commission and City Council. Bicycle lanes, paths and sidewalks shall be provided for all residential uses, retail establishments and public buildings and amenities. Nonmotorized transportation ways shall be adequate in terms of safety, separation, convenience and access to points of destination and attractiveness.*

The development provides direct access between the parking area and Highway 291. Public Works has no concerns regarding transportation design. Police and Fire Department staff also approved the design for emergency access. The development also provides safe and adequate pedestrian access from the development to nearby amenities.



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12. Development Standards: *The PD may deviate from the Development Standards described in this Chapter only if the reasons for such deviations are well-documented and are necessary for realizing the purposes described in the objectives of development. Any variation from the development standards of this Chapter must be specifically addressed and approved in the Overall Development Plan. If an area of development (parking, landscaping, illumination, fences, signs, etc.) is not specifically addressed and approved under the Overall Development Plan, the area of development shall meet or exceed the standards of this Chapter applying to that area of development.*

The only deviation requested specifically from the Design Standards of Article VIII of the Land Use and Development Code regards parking for the residential and commercial portions of the development. The development proposes 12 off-street parking spaces. The proposed number of units would generally require a minimum of 25 off-street parking spaces for multi-family housing (17 with inclusionary housing units provided), as well as approximately 5 spaces for the commercial component of the development. The development also proposes to construct two additional identified on-street parking spaces and proposes a transit stop in that location. Although staff is generally in support of the deviation in parking spaces, given the parking analysis information provided and the nature of the development, there are some concerns about the availability of parking spaces especially for the commercial components of the use and the potential impact on the surrounding area. Therefore, Planning Commission recommended the following condition of approval:

- The applicant shall work with City staff to identify other off-site parking options and access in the immediate vicinity that may accommodate patrons and employees (or provide an offset for residents' vehicles) of the commercial aspects of the development and thereby reduce potential impacts on the surrounding area in a safe and effective method. Such parking would need to be paved and have connection to the property via a sidewalk. Ample bike parking/racks shall also be included in the development.

In response to the above recommended condition of approval, the applicant noted that the requirement to pay for construction of additional off-site parking and related public



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improvements would be cost-prohibitive and could likely keep the project from happening or, at the very least, cause a significant increase in the rents. The applicant pointed to the parking study completed by Wells and Associates as to the reduced need for parking on-site, given the uses, and the inclusion of “unbundled parking” as part of the development proposal. Council requested during first reading that staff provide an alternative condition to consider. Therefore, staff recommends the following amended condition of approval:

- The applicant shall implement the “unbundled parking” program (charging for parking separately) in the development and shall provide ample bike parking/racks. The applicant shall also lend support to City staff in identifying and pursuing potential funding sources for the improvement of adjacent streets for both parking and pedestrian needs.

13. Energy Efficient Design: *The PD provides for design that is energy-efficient and reduces the amount of energy consumption and demand of typical development.*

The construction of new buildings will have to meet the energy reducing standards of the building codes. The smaller, compact design of the buildings/units should also contribute to energy efficiency. The applicant also notes that, though the project does not currently anticipate incorporating any solar PV system, if funding becomes available, they would like to install such a system and several rooftop options would exist as feasible locations for installation.

14. Variety in Housing Types: *Where residential uses are proposed, the PD shall provide for a variety in housing types and densities, other facilities and common open space.*

This small development proposes a significant variety in housing types: from “adaptive housing” to studio apartments to a five-bedroom apartment, to one- and two-bedroom apartments. The development also proposes other facilities and some common open space.

15. Fiscal Impacts: *The fiscal impacts of the PD have been satisfactorily addressed and the City or special district will be able to provide adequate levels of service for police and fire*



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protection, street maintenance, snow removal and other public services, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts.

The driveway and parking area, utilities, and open space areas are to be maintained by the owner of the development. The City will provide the police and fire protection and serve the project with water and sewer through public mains. Water and sewer tap fees will help offset long-term costs of expanding those systems. The Fair Contributions for Public School Sites fees will be waived by the School District.

16.Higher levels of amenities than would be achieved by using established zone districts, including open spaces, parks, recreational areas, trails and school sites, will be provided to serve the projected population.

The project does provide a few small private open space area for residents of the development. Planning Commission recommended the following condition of approval:

- The applicant shall provide a flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site.

17.There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.

Providing affordable, transitional housing is the primary objective that would warrant a departure from the standard regulation requirements discussed. Under the Inclusionary Housing Section 16-13-20 of the Salida Municipal Code, any application brought under the planned development sections of the code is required to include at least 12.5% of the total number of residential dwelling units as affordable dwelling units. If followed strictly, this would equate to two (2) units required to be built and restricted as affordable at 80% AMI or less. Given the unique nature of this development, with an intent is to provide a significantly higher number of affordable units down to as low as 20% AMI in a variety of transitional and seasonal forms, staff feels the goal of the Inclusionary Housing standards is already satisfied. Planning Commission recommended the following additional conditions of approval, for clarity:



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- The development shall be exempt from fees-in-lieu for both Inclusionary Housing and the Fair Contributions for Public School Sites.
- System Development Fees shall be reduced or waived to the extent feasible, for instance by charging the amounts specified for Legally-Restricted Affordable Housing.

18. *The adjacent and nearby developments will not be detrimentally affected by the proposed PD and approval period.*

The proposed project locates the buildings well to the interior of the site, away from most existing development. The project is surrounded by commercial use to the west, industrial use (gravel operations and equipment storage) to the south, and a single-family home to the southeast (of which the development has the support of the owner). The applicant has provided a traffic impact report which shows moderate usage coming in and out of the site, but nothing too dissimilar to other commercial and residential uses in the vicinity.

EVALUATION STANDARDS FOR MINOR PLANNED DEVELOPMENTS

Section 16-7-40(d) states that “In addition to the above evaluation standards in Subsection (a) of this Section that apply to all PD applications, the following standards or requirements shall govern the application of a minor planned development and shall be utilized by the Planning Commission and the City Council in evaluating any minor PD plan:

(1) Staging of Development: *There shall be no staging of development in a minor PD.*

The applicant does not indicate any phasing of the development of infrastructure for this project.

(2) Types of Uses: *A minimum of 25% of the floor area of the project is recommended for non-residential, commercial uses.*

The applicant is proposing some commercial retail and office use, totaling approximately ... % of the entire floor area of the development. Given the primarily residential use, orientation



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of the lot, and close proximity to other commercial uses/zoning, staff considers this percentage to be satisfactory.

(3) Public Places. *Public gathering places should be provided to reinforce community identity and support civic engagement.*

There are a few small private open spaces provided within the development. Marvin Park is also located just a few hundred yards away and staff has recommended installation of a crosswalk across Highway 291 for ease of access to the park and river trail system for residents of the development.

(4) Economic Opportunity: *The PD provides a unique economic opportunity or provides a service, industry, or housing type that will benefit the City and would not be possible under the existing zone districts or dimensional standards of the City.*

This PD does provide a housing type (and service) that will benefit the City and would not be possible to offer to nearly as many individuals and families under the existing zone districts or dimensional standards of the City, specifically regarding density and parking.

(5) Open Space: *A Minor PD is not required to provide a dedication of open space on the site, however, it is required that any PD contribute to meeting the goals for open space through a negotiated fee-in-lieu of open space or other contribution.*

No public open space is dedicated through this development. The applicant will be required to pay open space fees-in-lieu prior to CO for each unit, unless waived by the City.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

Requests to referral agencies and City departments were sent on April 14, 2021. Comments received are as follows:

- Salida Fire Department: Kathy Rohrich, Fire Plan Review responded “There are no concerns at this time from the Fire Department.”



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- Salida Police Department: Russ Johnson, Police Chief responded “I have reviewed the plans that have been submitted and have no concerns at this time.”
- Chaffee County Planning Department: No response at the time of this writing.
- Salida School District: David Blackburn, Superintendent responded “We waive all fees for this project.”
- Salida Utilities: Renee Thonoff, Senior Accountant stated “Regarding Jane’s Place, this property currently has one sewer tap. Development would require the purchase of water/sewer taps and meters.”
- Atmos Energy: No response by time of this writing.
- Salida Public Works Department: Public Works Director, David Lady, submitted the following comments: “The site plan included appears to provide necessary improvements for serving the proposed development. Engineered design drawings/plans have not been submitted as required per 16-3-50 of the city code. However, this PD does not include any subdividing or public improvement proposed on the parcel. The engineered plan submittal shall include the roadway, utility, and drainage details and shall be submitted for review and approval prior to processing of the developments improvements agreement.
- Xcel Energy: Sterling Waugh: “I have been working with the builder and the easements you state on the site plan will work for what is needed. We are good to go on my side.”
- CDOT: Jo Heinlein: “In general, CDOT has agreed to issue an access permit for this project with direct access to State Highway 291.”

RECOMMENDED FINDINGS:

This application is consistent with the purposes and objectives of Planned Developments stated in Section 16-7-10 and because it meets the criteria of Section 16-7-40, with the conditions herein.

PLANNING COMMISSION RECOMMENDATION:

Based upon the criteria for a Planned Development, consistency with the Salida Comprehensive Plan, and the findings outlined above, Planning Commission recommended approval of the Planned Development request. Incorporating Council direction, Staff proposes the following amended conditions:



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Community Development	Bill Almquist - Comm. Dev. Director	June 1, 2021

1. The applicant shall work with City staff to identify and pursue potential funding for a pedestrian crossing across Highway 291 in the vicinity of the development.
2. The engineered plan submittal shall include the roadway, utility, and drainage details and shall be submitted to Public Works for review and approval prior to processing of the development improvement agreement.
3. The project shall remain managed by the Chaffee Housing Authority (CHA) or similar organization focused on affordable/attainable housing. CHA is encouraged to include a land use restriction on the property to provide housing for individuals earning between 20%-200% AMI at rates no higher than 30% of the household income.
4. No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.
5. The total number of individuals housed in each building shall not exceed Fire Code requirements.
6. The applicant shall provide a flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site.
7. The applicant shall implement the “unbundled parking” program (charging for parking separately) in the development and shall provide ample bike parking/racks. The applicant shall also lend support to City staff in identifying and pursuing potential funding sources for the improvement of adjacent streets for both parking and pedestrian needs.
8. The development shall be exempt from fees-in-lieu for both Inclusionary Housing and the Fair Contributions for Public School Sites.
9. System Development Fees shall be reduced or waived to the extent feasible, for instance by charging the amounts specified for Legally-Restricted Affordable Housing.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date June 1, 2021
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SUGGESTED MOTION

“I move that the City Council approve Ordinance 2021-08, with conditions, upon second reading.”

Attachments:

- Proposed Table of Dimensional Standards for PD
 - Ordinance 2021-08
 - Applicant Response to Planning Commission Recommended Conditions of Approval
 - Application Materials
 - Development Plan
 - Parking Reduction Assessment
 - Civil Information and Drawings
 - Proof of Notice
 - Letters of Support for Jane’s Place PD
-

Code Analysis of Proposed Planned Development - Jane's Place

	C-1 Zoning		Planned Development	Differences		Highway 291 Overlay Commercial	Planned Development	Differences	
	Allowed	Required	Proposed	Over	Under	Required	Proposed	Over	Under
Minimum Lot Size	-	5,625	19,820	14,195	-	-	19820	-	-
Density: Minimum square foot per unit	-	2,800	1,101	-	1,699	-	-	-	-
Minimum lot frontage	-	37.5	126.19	88.69	-	-	-	-	-
Maximum lot coverage	60%	-	40%	-	20%	-	-	-	-
Maximum lot coverage, including parking	90%	-	64%	-	26%	-	-	-	-
Minimum landscape areas (excluding pathways)	-	10%	23%	13%	-	-	-	-	-
Minimum side setback	-	5	Varies, 5 minum	-	Varies	5	Varies, 5 minum		Varies
Minimum rear setback	-	5	5	-	-	5	5	-	-
Minimum front setback	-	10	10	-	-	10	10	-	-
Maximum building height	35'	-	27'	-	8	Not to exceed 2 stories	27'	-	-

Parking	-	18	12	-	6	24 Res + 3 Comm = 27	12	-	15
Parking Notes:		With Inclusionary Ordinance	Active and Public transportation; parking studies support reduced parking for lower income developments			Shared access encouraged; 24 spaces for residential plus 1 space for each 4005F Commercial (3 spaces) = 27 parking spots	Active and Public transportation; parking studies support reduced parking for lower income developments		
Highway Access	-	-	-	-	-	Per CDOT access	-	-	-
Pedestrian Access	-	-	-	-	-	5' sidewalk	-	-	-
	-	-	-	-	-	4' parkway	-	-	-
Exterior Materials	-	-	-	-	-	2 or more materials	-	-	-
Multifamily Housing	-	-	-	-	-	Conditional Use	-	-	-

ORDINANCE NO. 08
(Series 2021)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A .46 ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 291 AND WEST THIRD STREET, CURRENTLY ZONED COMMERCIAL (C-1), TO PLACE A PLANNED DEVELOPMENT OVERLAY ON THE PROPERTY AND APPROVE THE DEVELOPMENT PLAN FOR A FOUR-BUILDING MIXED-USE DEVELOPMENT (KNOWN AS “JANE’S PLACE”)

WHEREAS, the City of Salida Planning Commission conducted a duly noticed public hearing on the Planned Development application for the subject property on April 26, 2021, and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development overlay pursuant to the attached development plan included as Exhibit A, and the attached Conditions of Approval, included as Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for Planned Development districts; and

WHEREAS, the City Council held a public hearing on the proposal on June 1st, 2021; and;

WHEREAS, the proposals for the subject property are consistent with the policies and goals of the City’s land use regulations and Comprehensive Plan, and will advance the public interest and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section One

That the entirety of the property legally known as a Tract in the NW ¼ SW ¼ of Section 32 T50N R9E of the N.M.P.M., Chaffee County, Colorado to wit, the .46 acres, be and is hereby approved as a Planned Development Overlay with the development plan, attached as Exhibit A, and the Conditions of Approval, which are attached to this ordinance as Exhibit B.

Section Two

Upon approval by the City Council of the Final Development Plan for the Jane’s Place Planned Development, it shall be considered a site-specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon approval by the City Council, the applicant shall have one hundred eighty (180) days to submit a final Mylar of Exhibit A, and incorporating the conditions of approval attached as Exhibit B for the Mayor’s signature and recordation.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

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

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on May 18th, 2021 and set for second reading and public hearing on the 1st day of June, 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 1st day of June, 2021.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

ATTEST: _____ (SEAL)
City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the _____, 2021 and **BY TITLE ONLY**, after Final Adoption on the _____, 2021.

By: _____
City Clerk



Jane's Place Planned Development Application

Chaffee County
Community Foundation

May 12th, 2021

Dear City of Salida City Council members, Mayor, and staff,

We are honored to have a conversation with you at the 1st reading of the Planned Development application for the Jane's Place development proposed for the Southwest corner of Highway 291 and 3rd Street. As you know, this project represents not only a community-driven response to the need for transitional and workforce housing, but it also is proving to be an innovative model that is garnering state-wide attention and has exciting replication possibilities.

In addition to attending the meeting in person, our team offers this letter to you primarily to ensure we are able to articulate the impacts – both positive and potentially adverse – of the proposed conditions for the Planned Development as recommended by the Planning Commission. We humbly ask for your consideration of these factors and are excited to continue to partner with the City in our collective pursuit of solutions to our community's urgent housing challenges.

Planning Commission recommended conditions:

- 1) The applicant shall be responsible for installing a thermoplastic pedestrian crossing across Highway 291 and relevant safety signage (similar to that found roughly ¼ mile west of the site) in a specific location to be determined by Public Works Director and CDOT, prior to CO for any of the buildings. The applicant shall also work with the City and CDOT to identify potential funding opportunities for a future signalized crosswalk in such location.

Jane's Place impact: Additional costs of a crossing, if added to Jane's Place budget, will directly increase the cost of Jane's Place rents. We appreciate the goal that City Staff and Officials have to promote active transportation and we are happy to work with the Public Works Director and CDOT to ensure this pedestrian crossing gets established.

Our request of Council: We ask that the cost of this crossing is not added to Jane's Place development budget, but rather it be paid for through grant funding or other transportation-related funds as jointly identified and pursued by us and City staff.

- 2) The engineered plan submittal shall include the roadway, utility, and drainage details and shall be submitted to Public Works for review and approval prior to processing of the development improvement agreement.

Jane's Place impact: No adverse impact – we look forward to working with our engineers and City Staff to provide an adequate engineering plan.

Our request of Council: Adopt condition as worded.

- 3) The project shall remain managed by the Chaffee Housing Authority or similar organization focused on affordable/attainable housing. CHA is encouraged to include a land use restriction on the property to provide housing for individuals earning between 20%-200% AMI at rates no higher than 30% of the household income.

Jane's Place impact: No adverse impact – in line with current plans and intentions. We support this recommendation, as the project is envisioned to serve the people of Chaffee County in perpetuity.

Our request of Council: Adopt condition as worded.

Simple idea. Lasting impact.

- 4) No short-term rental licenses shall be allowed in the development.

Jane's Place impact: No adverse impact – in line with current plans and intentions. We support this recommendation and will not use any rental units as short-term vacation rentals. That said, several of our community partners have identified the need for very short-term transitional housing, for their employees and/or clients. Additionally, we envision the adaptive units as being appropriate locations to provide very short-term lodging to individuals who need temporary housing while they work to secure a more stable housing environment. Jane's Place will work to fill these community needs but will in no way market or rent any of the rental units as short-term vacation rentals.

Our request of Council: Adopt revised condition: “No short-term rental licenses shall be allowed in the development without appropriate Planned Development (or PD amendment) approvals. This condition does not set or seek to set a minimum lease length for the intended tenants of the project.”

- 5) The total number of individuals housed in each building shall not exceed Fire Code requirements.

Jane's Place impact: No adverse impact – in line with current plans and intentions. We support this recommendation and will work with the Fire Code enforcement official to understand this occupancy limitation.

Our request of Council: Adopt condition as worded.

- 6) The applicant shall provide a flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site.

Jane's Place impact: No adverse impact – in line with current plans and intentions. The spirit of the Jane's Place project embraces community engagement through play, and therefore we wholeheartedly support this recommendation. Furthermore, we will seek to increase engagement of the community as we build out this environment, to foster a sense of community ownership and pride of place.

Our request of Council: Adopt condition as worded.

- 7) The applicant shall work with City staff to identify other off-site parking options and access in the immediate vicinity that may accommodate patrons and employees (or provide an offset for residents' vehicles) of the commercial aspects of the development and thereby reduce potential impacts on the surrounding area in a safe and effective method. Such parking would need to be paved and have connection to the property via a sidewalk. Ample bike parking/racks shall also be included in the development.

Jane's Place impact: Ample bike parking is already a part of the project plan, therefore represents no adverse impact. However, the off-site parking could have a highly adverse impact – it *would most likely* directly increase project rents beyond the 30% affordability threshold. This condition could prevent Jane's Place from coming to fruition. As you know, the project already faces a high-cost construction environment, and our pro-forma is very sensitive to any increase in cost. The recommendation for the project to create additional off-site parking beyond the project frontage in unspecified amounts or ways adds uncertain costs and would most likely cause rents to increase.

We provided a professional analysis of the proposed parking plan by Wells and Associates, which not only looks at the parking but also the many other mitigating factors that would strike “a good balance

between land use and parking needs.” Please keep in mind that the City of Salida has never had a housing project like Jane’s Place proposed before. The dynamic demographic profile and wide variety of unit types create a unique set of conditions that were certainly not contemplated when parking standards were originally established. Therefore, the analysis provided by a professional transportation firm should take priority over community fears and arbitrary standards.

We understand that once Jane’s Place is in operation, there may need to be some adjustments in how the parking is managed as noted in the parking analysis. An example of this is the section in the parking analysis titled “Unbundled Parking”. Furthermore, we are certainly open to working with the City to apply for grants that may improve adjacent streets for both parking and pedestrian needs.

Our request of Council: Adopt condition as revised: “the applicant and Chaffee Housing Authority will be supportive of any efforts by the city to improve adjacent infrastructure, including participating in applications for grants, if necessary, to achieve to such improvements”.

- 8) The development shall be exempt from fees-in-lieu for both Inclusionary Housing and the Fair Contributions for Public School Sites.

Jane’s Place impact: Positive impact – in line with current plans and intentions. We appreciate the addition of this recommendation by the Salida Planning Commission and see a community-drive and community-owned project like Jane’s Place as the perfect place to dedicate any affordable housing funds the City may have access to.

Our request of Council: Adopt condition as worded.

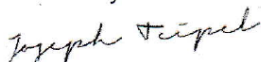
- 9) System Development Fees shall be reduced or waived to the extent feasible, for instance by charging the amounts specified for Legally-Restricted Affordable Housing.

Jane’s Place impact: Positive impact – in line with current plans and intentions. We appreciate the addition of this recommendation by the Salida Planning Commission. Any reduction in local regulatory or fee-based barriers will help keep the cost of development down and therefore make the project more fiscally secure.

Our request of Council: Adopt condition as worded.

Thank you all for your leadership in our community. Your time, consideration, and support of Jane’s Place will serve to make Jane’s Place a stronger development which serves the Salida and Chaffee community for many decades to come.

Sincerely,



Joseph Teipel
Executive Director
Chaffee County Community Foundation
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Becky Gray
Director
Chaffee Housing Authority
bgray@chaffeecounty.org
(719) 530-2590



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Variance | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>Planned Development</u> |
| <input type="checkbox"/> Appeal Application | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Chaffee County Community Foundation

Mailing Address: PO Box 492, Buena Vista, Colorado 81211

Telephone Number: (719) 204-5071 FAX: _____

Email Address: joseph@chaffeecommunity.org

Power of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Jane's Place

Street Address: Grand Avenue (SW corner of 3rd Street and Highway 291)

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent _____ Date 3/29/21

Signature of property owner _____ Date 3/29/21



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

An application is meant to highlight the requirements and procedures of the Land Use Code. With any development application, it is the responsibility of the applicant to read, understand, and follow all of the provisions of the Land Use Code.

1. PROCEDURE (Section 16-3-80)

A. Development Process (City Code Section 16-3-50) Any application for approval of a development permit shall include a written list of information which shall constitute the applicant's development plan, which shall be that information necessary to determine whether the proposed development complies with this Code. The development plan shall include the following, as further specified for each level of review on the pre-application checklist:

1. Pre-Application Conference (Limited Impact and Major Impact Review Applications)
2. Submit Application
4. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
5. Public Notice
6. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
7. Public Notice
8. Hearing Conducted by City Council (Major Impact Review)

B. Application Contents (City Code Section 16-3-50)

1. A General Development Agreement completed.
2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
3. A brief written description of the proposed development signed by the applicant;
4. Special Fee and Cost Reimbursement Agreement completed.
5. Public Notice.
 - a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
 - b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
 - c) Applicant is responsible for posting the property and submittal of notarized affidavits for proof of posting the public notice.

7. Developments involving construction shall provide the following information:

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:

a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;

b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;

c. Parking spaces;

d. Utility distribution systems, utility lines, and utility easements;

e. Drainage improvements and drainage easements;

f. Roads, alleys, curbs, curb cuts and other access improvements;

g. Any other improvements;

h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and

i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.

(ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:

a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;

b. Plans and profiles for sanitary and storm sewers; and

c. Profiles for municipal water lines; and

d. Street plans and profiles.

(iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a) (3).

8. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-190) or zoning variance (Sec. 16-4-180);

9. Any subdivision request including a plat meeting the requirements of Section 16-6-110;
10. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:
- (i) A tabular summary of the development proposal, which identifies the total proposed development area in acres, with a breakdown of the percentages and amounts devoted to specific land uses; total number and type of proposed residential units; total number of square feet of proposed nonresidential space; number of proposed lots; and sufficient information to demonstrate that the plat conforms with all applicable dimensional standards and off-street parking requirements.
 - (ii) A description of those soil characteristics of the site which would have a significant influence on the proposed use of the land, with supporting soil maps, soil logs and classifications sufficient to enable evaluation of soil suitability for development purposes. Data furnished by the USDA Natural Resource Conservation Service or a licensed engineer shall be used. The data shall include the shrink/swell potential of the soils, the groundwater levels and the resulting foundation requirements. Additional data may be required by the City if deemed to be warranted due to unusual site conditions.
 - (iii) A report on the geologic characteristics of the area, including any potential natural or man-made hazards which would have a significant influence on the proposed use of the land, including but not limited to hazards from steep or unstable slopes, rockfall, faults, ground subsidence or radiation, a determination of what effect such factors would have, and proposed corrective or protective measures.
 - (iv) Engineering specifications for any improvements.
 - (v) A plan for erosion and sediment control, stabilization and revegetation.
 - (vi) A traffic analysis prepared by a qualified expert, including projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of a proposed development on surrounding City streets and to evaluate the need for road improvements to be made.
 - (vii) A storm drainage analysis consisting of the following:
 - (a) A layout map (which may be combined with the topographic map) showing the method of moving storm sewer water through the subdivision shall be provided. The map shall also show runoff concentrations in acres of drainage area on each street entering each intersection. Flow arrows shall clearly show the complete runoff flow pattern at each intersection. The location, size and grades of culverts, drain inlets and storm drainage sewers shall be shown, as applicable.
 - (b) The applicant shall demonstrate the adequacy of drainage outlets by plan, cross-section and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.
 - (c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.
 - (viii) Evidence of adequate water supply and sanitary sewer service - Data addressing the population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of

gallons of water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.

(ix) An analysis shall be submitted addressing how water for domestic use and for fire flows is to be provided, along with the collection and treatment of sewage generated by the property to be subdivided.

(x) A statement shall be submitted addressing the quantity, quality and availability of any water that is attached to the land.

(xi) A preliminary estimate of the cost of all required public improvements, tentative development schedule (with development phases identified), proposed or existing covenants and proposed maintenance and performance guarantees. The applicant shall submit, at least in summary or outline form, any agreements as may be required by Section 16-2-70, relating to improvements and dedications.

(xii) If intending to use solar design in the development, include a description of the steps that have been taken to protect and enhance the use of solar energy in the proposed subdivision. This shall include how the streets and lots have been laid out and how the buildings will be sited to enhance solar energy usage.

(xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainage ways near or affecting the property being subdivided. If any portion of a one-hundred-year floodplain is located on the property, the applicant shall also identify the floodway and floodway fringe area. The applicant shall also describe the steps that will be taken to ensure that development locating in the floodway fringe area is accomplished in a manner which meets Federal Insurance Administration standards.

(xiv) If applicable, a report shall be submitted on the location of wetlands, as defined by the U.S. Army Corp of Engineers, on or affecting the property being subdivided. The report shall outline the development techniques planned to ensure compliance with federal, state and local regulations.

(xv) A landscape plan, meeting the specifications of Section 16-8-90.

(xvi) If applicable, a description of how the proposal will comply with the standards of any of the overlays.

(xvii) A site plan for parks, trails and/or open space meeting the requirements of Section 16-6-110 below. If an alternate site dedication or fee in lieu of dedication is proposed, detailed information about the proposal shall be submitted.

(xviii) All development and subdivision naming shall be subject to approval by the City. No development or subdivision name shall be used which will duplicate or be confused with the name of any existing street or development in the City or the County;

- 11. An access permit from the Colorado Department of Transportation; and
- 12. A plan for locations and specifications of street lights, signs and traffic control devices.

2. REVIEW STANDARDS (If necessary, attach additional sheets)

The application for Limited or Major Impact Review shall comply with the following standards.

1. **Consistency with Comprehensive Plan.** The use shall be consistent with the City's Comprehensive Plan.

See attachment

2. **Conformance to Code.** The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

- a. **Zoning District Standards.** The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

See attachment

- b. **Site Development Standards.** The parking, landscaping, sign and improvements standards.

See attachment

3. **Use Appropriate and Compatible.** The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.

See attachment

4. **Nuisance.** The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and similar conditions.

See attachment

5. **Facilities.** There shall be adequate public facilities in place to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies which the use would cause.

See attachment

6. **Environment.** The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

See attachment

ATTACHMENT – JANE’S PLACE PLANNED DEVELOPMENT

2. Review Standards

1. Consistency with Comprehensive Plan. The use shall be consistent with the City’s Comprehensive Plan.

The proposed development is consistent with the applicable parts of the City of Salida’s 2013 Comprehensive Plan. Specifically, Jane’s Place aligns with the vision by creating a “multi-generational community with an eclectic range of housing.’

Moreover, this project aligns with “Policy LU&G-I. 2 – Infill and redevelopment should be encouraged and will advance the objectives of this plan,” and it’s associated Actions:

- Action LU&G-I.2.a - Encourage projects to use maximum density allowances to make the best use of the available infra-structure.”
- Action LU&G-I.2.b – Encourage and incentivize the provision of affordable units where they were removed to make room for new development.
- Action LU&G-I.2.c –Focus new development in the Salida area within the Municipal Services Area to ensure adequate provision of services and limit sprawl development around the city.

Community informational meetings were held March 4th and 18th, and invitations were sent to property owners within 350 feet of the proposed development site, which aligns with “Policy LU&G-I.4 – Respect rights of private landowners through open and inclusive public processes.”

Jane’s Place includes an outdoor courtyard and a commercial space that includes outdoor seating, which aligns with “Policy LU&G-III.1 – Ensure adequate public spaces as part of new development.” Specifically aligning with “Action LU&G-III.1.a – Public spaces should be inventoried and a requirement for providing additional space should be a condition of approval for new development,” and “Action LU&G-III.1.b – Encourage the creation of an eclectic range of infill recreation opportunities in existing neighborhoods for all residents of the community to enjoy.”

The proposed development will be on a currently vacant lot, and will improve the natural character of the neighborhood, aligning with “Policy LU&G-IV.1 – Development should not detract from the natural character in and around the city,” and specifically, “Action LU&G-IV.1.a – New development and infill/redevelopment should complement the natural environment and should not compromise identified natural and/or protected resources.”

Additionally, Jane’s Place will fit nicely into the Highway 291 Overlay Corridor and aligns with “Policy ES-I. 1 – Development and/or expansion of existing development should not encroach on important visual resources.”

The drainage plan for Jane’s Place is aligned with “Policy ES-III. 1 – Continue to actively protect and preserve groundwater and surface water resources, and it’s associated “Action ES-III. 1.a. – Require drainage/grading plans for new or expanded development to reduce non-point and point source pollution. Also encourage use of natural run-off filtration such as bio-swales, pervious pavement, etc. for on-site retention.”

Many of the design elements of this proposed development align with many items in the “Environmental Sustainability” section of the Comprehensive Plan.

With specific regard to the Housing section of the comprehensive plan, Jane’s Place supports “Policy H-I.1 – Provide a mix of housing types and densities throughout the city to address a variety of in-comes and lifestyles,” as well as “Policy H-II.1 – Promote new development projects that contain a variety of housing, including affordable units.”

Moreover, it provides the City opportunity to embrace “Policy H-II.3 – Work cooperatively with other agencies to provide affordable housing and home improvements,” and specifically addresses the following action items:

- “Action H-II.3.d – When affordable housing units are provided, ensure the city has a mechanism or partner organization to keep track of and enforce the deed restrictions or land ownership arrangements to ensure the housing remains attainable in the long-term for low and moderate income residents,” and
- “Action H-II.3.e – Facilitate discussions with major employers (e.g. R-32-J, Heart of the Rockies Regional Medical Center, Heart of the Rockies Chamber of Commerce, etc.) in the southern part of the County to understand the needs of their employees and possibly forge new partnerships to help meet employee housing needs,” as the Director of Housing and the Director of Chaffee County Community Foundation hosted several discussions with major employers, whose input directly impacted the design of the project.

The overall design of the project supports “Principle H-III. Energy Efficient, Safe & Sustainable Housing: Dwelling units should be built and maintained for safety and efficiency,” as well as “Principle T-I. Alternative Modes of Transportation: Promote the continued development of a safe and efficient transportation system that offers alternative modes of transportation options in addition to the automobile,” as Jane’s Place is designed to promote the use of the Chaffee Shuttle and alternate transportation options like walking and cycling.

2. Conformance to Code. The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

- a. Zoning District Standards. The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

Jane’s Place was designed to conform with the C-1 Commercial District as well as the Highway 291 Corridor Overlay District.

- b. Site Development Standards. The parking, landscaping, sign and improvements standards.

Jane’s Place was designed to align with the parking, landscaping, sign, and improvement standards contained within City code.

3. Use Appropriate and Compatible. The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.

Jane's Place is compatible with the surrounding neighborhood, which has an eclectic mix of commercial and long and short term housing. The development will be complimentary to existing uses.

4. Nuisance. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and similar conditions.

Jane's Place is a predominantly residential development, where the operating characteristics will be compatible to the existing residential elements in the neighborhood. The commercial aspect of the development is not anticipated to produce any nuisance in terms of noise, odor, vibrations, glare, or other similar conditions.

5. Facilities. There shall be adequate public facilities in place to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies which the use would cause.

There will be adequate facilities to serve the proposed use. The development includes a dedicated stop for the Chaffee Shuttle as well as a reconfigured intersection at 3rd and Highway 291. The design of the intersection has been influenced by Salida's Public Works Director.

6. Environment. The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

The water drainage plan for Jane's Place ensures that the development will not cause significant deterioration to water resources. The project will have limited impacts to the environment.



Jane’s Place Planned Development Application

Chaffee County
Community Foundation

March 29, 2021

Dear City of Salida Planning & Zoning Commissioners and City Staff,

We are honored to submit this planned development application for your consideration. Since our joint session on November 30th, we have continued to refine the development called Jane’s Place through nonprofit and partner conversations, workforce housing discussions with local employers, engaging consultants, and two public informational meetings held on March 4th and March 18th. Jane’s Place continues to be an innovative and unique concept worthy of your consideration and support.

We look forward to meeting with you on April 26th and include here the following documents all contained within a single PDF. Please note the page numbers as shown below are shown in red on each page and sometimes overlap page numbers or formatting of files included herein.

- Planned Development Application1
- Site Plan6
- Building Floorplans & Elevations7
- Civil Engineering Plan.....14
- Table of C-1 Code Compliance15
- Parking Reduction Assessment.....16
- In/Out Traffic Analysis.....22
- Landscaping Plan23
- Water Demand Analysis24
- Utilities & Drainage.....25
- Drainage Report.....26
- Property Survey46

Thank you all for your leadership in our community. Your time, consideration, and support of Jane’s Place will serve to make Jane’s Place a stronger development which serves the Salida and Chaffee community for many decades to come.

Sincerely,

Joseph Teipel
Executive Director
Chaffee County Community Foundation
joseph@chaffeecommunity.org
(719) 204-5071

Robert Grether
Architect
bkgrether@outlook.com
(719) 530-1788

Becky Gray
Director
Chaffee Housing Authority
bgray@chaffeecounty.org
(719) 530-2590

PD APPLICATION FOR JANE'S PLACE COMMUNITY HOUSING

EXECUTIVE SUMMARY

Jane's Place is an innovative housing and nonprofit development space proposed on a currently vacant lot at the corner of Highway 291 and 3rd Street in Salida, Colorado. The project is named after, and honors the vision of, the late Jane Whitmer, who was integral in founding Family & Youth Initiatives within Chaffee County's Department of Human Services, among many other projects. Chaffee County Community Foundation is acting as a catalyst and convener and will own the property, and the Chaffee Housing Authority is envisioned to own and manage all aspects of the housing.

The project design includes the following four buildings:

- 1) **Adaptive Housing:** This four-plex is comprised of oversized studio units. Two units are on either side of a laundry facility, and can be connected by firewall doors, allowing the space to "adapt" and grow or shrink to meet the needs of the community at any given time. Each sleeping area in the building can hold up to four bunk beds, establishing a maximum occupancy of 32 individuals. These units are designed to meet the needs of emergency and temporary housing as well as seasonal housing for Chaffee County's public lands, food and beverage, and recreation workforce.
- 2) **Administrative/Americorps Housing:** This three-plex is designed based on community input, and includes two studio apartments, a five-bedroom apartment, and a centrally located administrative and management office. The studio apartments are in response to our employers need to have transitional or temporary housing for the recruitment of new professionals into our community, as well as respite housing for community members fleeing domestic violence. The five-bedroom unit was designed in response to our non-profit partners feedback on a need to house Americorps VISTA volunteers, who expressed a desire for group living as well as their own bedroom door. Lack of affordable housing has been one of the biggest barriers to bringing additional Americorps volunteers to serve with Chaffee County nonprofits.
- 3) **The Eight Plex:** This traditional eight-plex contains all one-bedroom apartments and is designed to fill the need for transitional housing for the Chaffee County workforce, or temporary housing for visiting professionals.
- 4) **The Commercial Building:** Two apartments are on the top floor of the commercial building, each containing two bedrooms. These apartments were designed in response to feedback from community partners at Chaffee County Department of Human Services, and their need to house families with children. The ground floor of this building will contain meeting space, a non-profit development/co-working space, which may include a mission-driven coffee bar employing youth and adults with disabilities operated by an existing Chaffee non-profit.

DEVELOPMENT PLAN:

The Development Plan information required by the City of Salida is included in two attached plan documents – the Site Plan and the Engineering Plan. The Site Plan shows the building outlines, setbacks, building square footages, unit types, parking lot, pathways, offsite improvements, and proposed paving and building floor elevations as well as the existing contour lines. The Engineering Plan, created by The Crabtree Group, provides additional required information for this application. In addition, separate

drawings of each building's floor plan and elevation are included, providing the types and sizes of the apartment units and the ground floor plan of the commercial space in Building #4.

CODE ANALYSIS

The site area under C-1 zoning would allow 7 residential units by right, and this project proposes 17 units. Several considerations justify the proposed number of units, based on density considerations. First is that the average unit size is 575 square feet which is much smaller than a market driven project would typically build. The requirement for 2800 square feet per unit seems unreasonable for units that are only an average of 575 square feet and the ordinance was likely not written with this kind of project in mind. At the time it was written, the housing demand environment was much different from today's severe affordability and demand-supply imbalance, especially in locations close to downtown with the kind of services that are critical to the demographics we are seeking to serve. In addition, there is very little vacant land near downtown available for development so it is important that, whenever possible, any development should make full use of the opportunity to serve the most critical housing needs.

The proposed use of the commercial space is permitted under the C-1 zoning as indicated in Table 16-D.

It is important to note that the building coverage is only 40.4%, including the 1362 square foot commercial space, whereas the allowable coverage for C-1 zoning is 60%.

The project does meet or exceed the setbacks required for C-1 zoning and is well under the height limitations.

In addition, the minimum landscape area required by C-1 zoning is 10% whereas the project provides 23% of the site area in landscaping or more than double the requirement. If the landscape area was 10% of the lot size it would require 1982 square feet and would then require 6.6 trees. The actual landscape area is 4559 square feet which would require 15 trees. The project will provide 20 trees or 5 more than required.

A table demonstrating a thorough analysis of Jane's Place as compared to the code is included with this application.

SH 291 CORRIDOR OVERLAY (the Overlay):

Given the location, this project falls under the requirements for Established Commercial within the Highway 291 Corridor, and is surrounded on all sides by properties zoned C-1. Following is an analysis of this Planned Development (PD) Project's compliance with the Overlay.

Even though this is a PD application, this project meets the setback requirements of C-1 zoning as required by the Overlay.

The project embraces the Overlay recommendation for shared parking, and therefore does not meet the parking standard of Section 16-8-80. The proposed parking reduction for this PD is analyzed in an attached memorandum prepared by a transportation consultant, Wells and Associates, and concludes that "this project strikes a good balance between land use and parking needs." The proposed parking for this PD is further supported by a recent study of affordable housing projects in Colorado, which found that 50% of the required parking for the studied projects go unused.

An Access Permit from CDOT for the parking lot has been applied for and may be available at the time of the Planning Commission Hearing. Preliminary discussions with the CDOT engineer indicate that the proposed location for access is likely the only possible access point. Based on the Overlay preference, an attempt was made to create a shared driveway with the adjacent property owner to the West but there was no a response.

The Project meets the requirement of the Architectural Standards that require two materials for the exterior finishes as demonstrated in the attached drawings of the building elevations.

The uses of the commercial building will comply with Table 16-D.

The one and two-story buildings in the PD are compatible in scale with the neighboring structures.

The proposed Project includes an 8-foot-wide sidewalk on the SH 291 frontage, suggested by the Public Works Director, along with a modification of the intersection which will increase public safety and reduce the speed of traffic coming eastbound on SH 291 traffic and making a right turn on to W. 3rd Street. Also proposed is a 4-foot-wide planting strip along the parking lot frontage, split half on the highway Right of Way (ROW) and half on the property to allow for a planting screen as show on the Landscape Plan.

The requirement for a Conditional Use Permit for Multi-Family units in the Overlay is addressed by the PD application process.

INCLUSIONARY ZONING REQUIREMENT

The City of Salida; Inclusionary Housing Ordinance requires that 12.5% of all units constructed be held permanently affordable at 80% AMI. This Project aims to meet a variety of community needs, based on input from community partners, and tenants will pay no more than 30% of their income for rent. The Project is anticipated to serve tenants earning from 20% AMI to 200% AMI.

The following is a summary of the Project's primary tenant base:

- People without housing: Our community partner, Chaffee Hospitality Inc., provides overnight shelter for people experiencing homelessness from November through April. We are estimating maximum of 16 people per night, based on their historic shelter numbers. The guests themselves would stay at no charge, but Chaffee Hospitality will be paying on a lease for the units involved. This tenant profile is likely earning 30% AMI or less.
- People working entry-level seasonal jobs: This includes Americorps volunteers (year-round), Colorado Fire Camp participants (summer), Southwest Conservation Corps (summer), river raft guides (summer), Monarch Mountain employees (winter), and service industry workers (both summer and winter). These tenants will pay no more than 30% of their income (and perhaps less for the Americorps Volunteers, depending on their sponsor organization's commitment), and their AMI range is estimated to be between 30% - 70 % AMI.
- Temporarily displaced households: This includes persons leaving domestic violent situations, persons experiencing a natural disaster (fire, flood, loss of electricity), and persons transitioning from one housing situation to another. This tenant group is expected to pay up to 30% of their income, and the remainder of rent costs (if any) may be picked up by a partnering agency or

employer working with the household. This tenant population's AMI can range from 20% to 200%.

- Temporary or newly recruited employees: This includes newly recruited professionals to the community who need a place to rent before making a long-term housing commitment as well as visiting employees, such as medical professionals who work for a number of months in our location, then return to their long-term home. This is a need we heard from the US Forest Service, the Buena Vista Correctional Facility (DOC), the Heart of the Rockies Regional Medical Center, as well as local governments. Again, this population would pay no more than 30% of their income on rent, and we estimate their AMI range to be 80% -200% AMI.
- Households with support: This includes households working with the Chaffee County Department of Human Services, Full Circle Restorative Justice, the Alliance against Domestic Violence, or any other partner organization who provides supportive services to the household. Again, the tenants will pay no more than 30% of their income for rent, and this population's AMI range is estimated to be 50% - 150% AMI.

Because of this community-based approach and the maximum rent a tenant will pay being capped at 30% of their income, which is by definition affordable, this Project should be exempt from the City of Salida's Inclusionary Housing Ordinance. An additional reason to exempt this property is that it will be owned and managed by the Chaffee Housing Authority, a public entity partially controlled by the City of Salida itself.

SOIL AND GEOLOGIC CHARACTERISTICS

Per discussion with the Public Works Director, the Project proposes to wait until the construction document Phase to obtain the necessary soil studies for the use of the structural engineer. It is possible that this location is within the 3rd Street sand area which would then be reflected in the foundation designs.

TRAFFIC ANALYSIS

The CDOT Access Permit required an estimate of traffic volume expected to use the access. Attached is an analysis identified as Table 1, Adaptive Housing Project, done by Wells and Associates that concluded there would be an average of 71 trips in and out of the PD per day.

STORM DRAINAGE ANALYSIS

This analysis and plan is provided as an attachment by The Crabtree Group.

WATER AND SANITARY SEWER

Attached are the AAWA M31 calculations by The Crabtree Group.

Water and sewer services will be provided as shown in the Crabtree Plan from the existing City of Salida utilities in the SH 291 R.O.W.

COST OF PUBLIC IMPROVEMENTS

The curb and gutter, sidewalk, ADA ramp and driveway apron on the SH 291 and W. 3rd Street R.O.W. are estimated to cost \$91,000 based on recent unit costs provided by the City Public Works Director.

SOLAR DESIGN

At this time, the project does not anticipate incorporating any solar photovoltaic system; however, should the opportunity arise during the course of the development to obtain funding or in-kind donations to support the installation of a solar system, the Project design contains several roof-top options that would be feasible locations for such a system.

FLOOD PLAIN AND WETLANDS

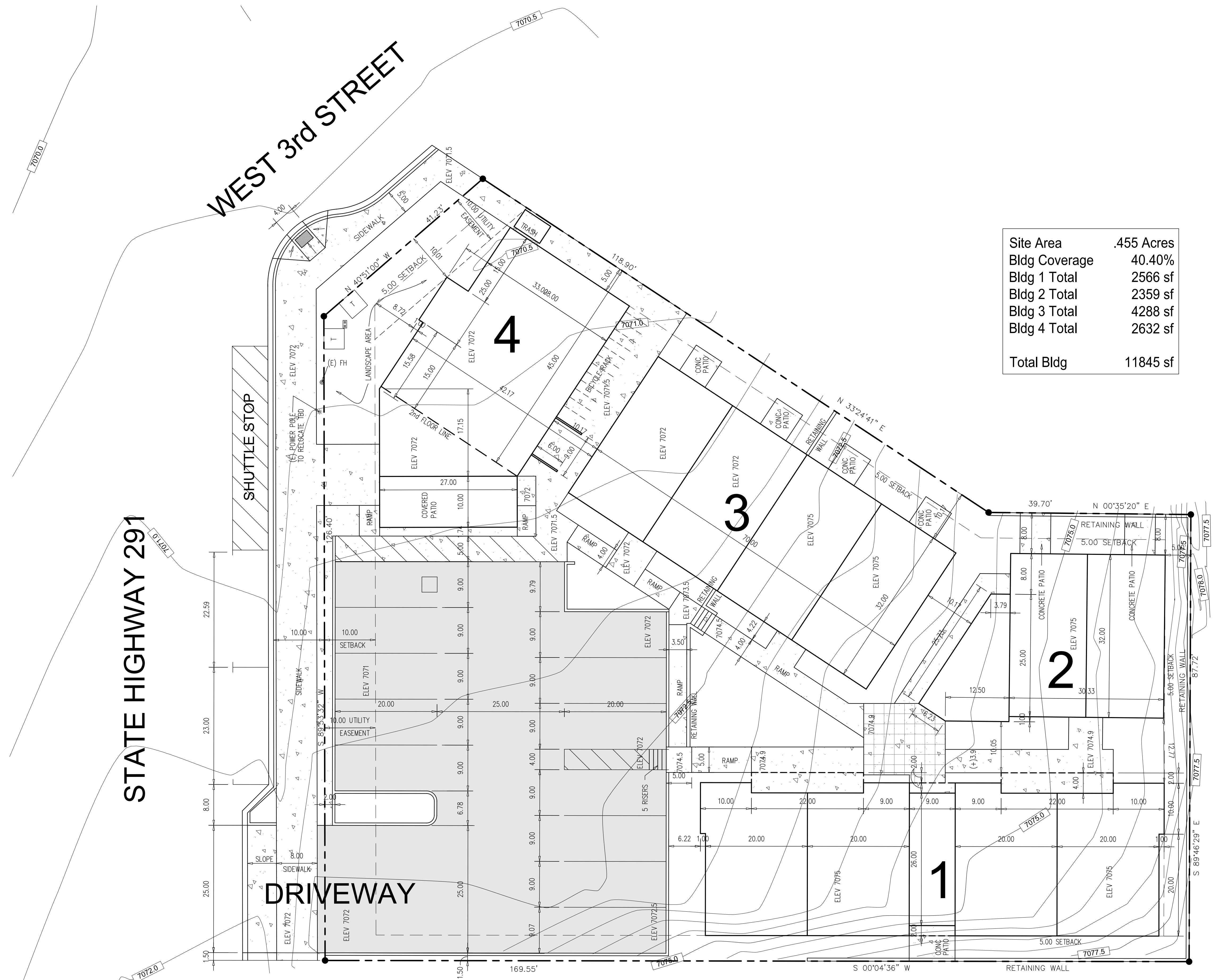
The project is not in a 100-year flood plain and does not have any wetlands.

LANDSCAPE PLAN

Attached is a Landscape Plan by landscape architect Evan Brady of Mountain Aspect.

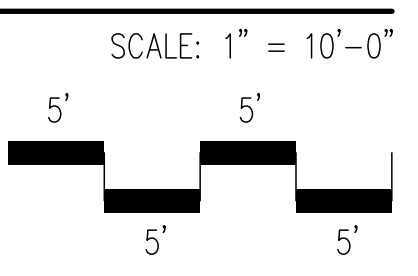
STREETLIGHTS, SIGNS AND TRAFFIC CONTROLS

The stop sign and street sign are on the opposite corner and the streetlight is on the existing power pole which Xcel will be required to move as the existing guy wires encroach on the Building envelope. The request to move the pole has been submitted to Xcel and the project will provide a 10-foot-wide utility easement on both street frontages per a request from Xcel. The project has provided locations for two transformers that meet Xcel clearance requirements.



Site Area	.455 Acres
Bldg Coverage	40.40%
Bldg 1 Total	2566 sf
Bldg 2 Total	2359 sf
Bldg 3 Total	4288 sf
Bldg 4 Total	2632 sf
Total Bldg	11845 sf

 **SITE PLAN**



STATE HIGHWAY 291

WEST 3rd STREET

SHUTTLE STOP

DRIVEWAY

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502 OURAY AVE, SALIDA, CO 81201
719-530-1788 BKGREYER@OUTLOOK.COM

JANES PLACE COMMUNITY HOUSING
SW CORNER OF SH 291 & W. 3rd STREET
SALIDA COLORADO

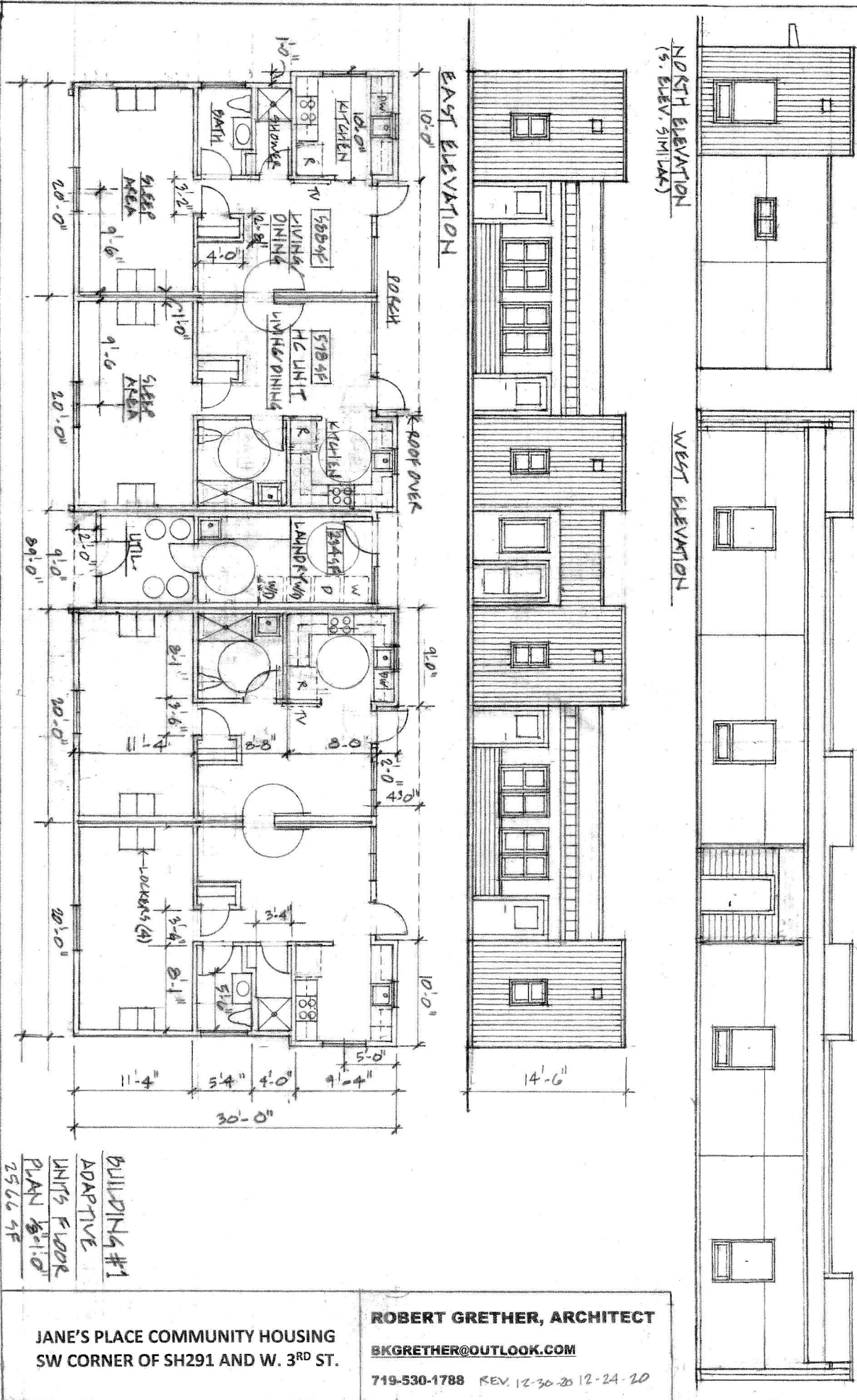
REVISIONS

SITE PLAN

JOB NO: 20-0137
DATE: 03/25/21
DRAWN BY: KEZ
SHEET NUMBER

V101

FOR REVIEW ONLY



BUILDING #1
 ADAPTIVE
 UNITS FLOOR
 PLAN 8'-10"
 2566 SF

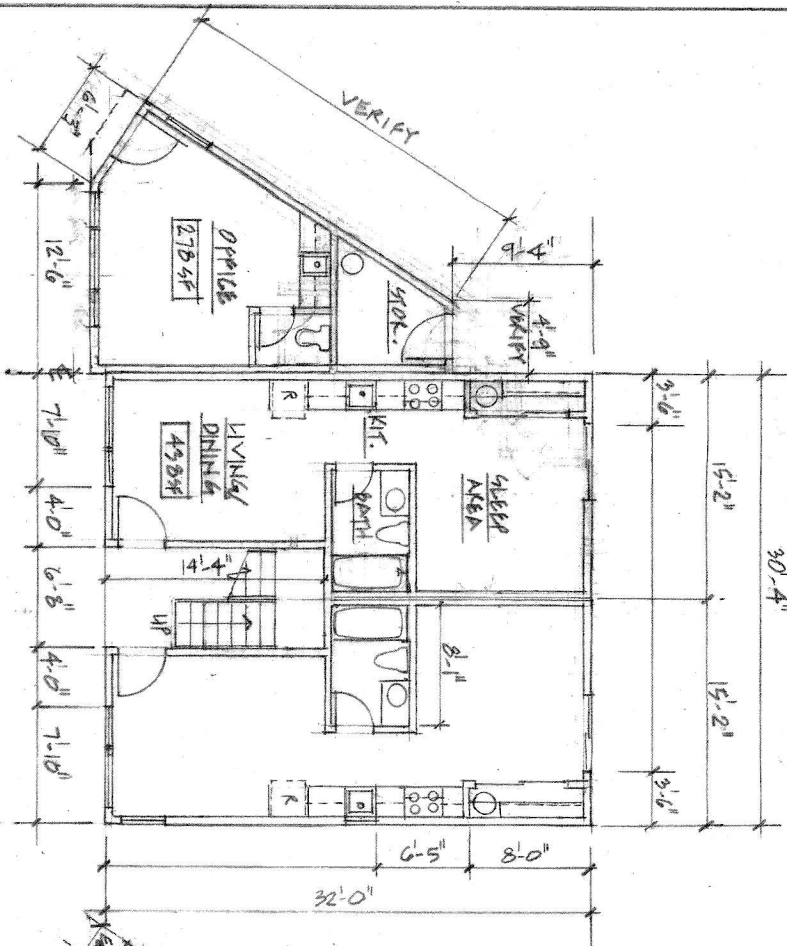
JANE'S PLACE COMMUNITY HOUSING
 SW CORNER OF SH291 AND W. 3RD ST.

ROBERT GREYER, ARCHITECT

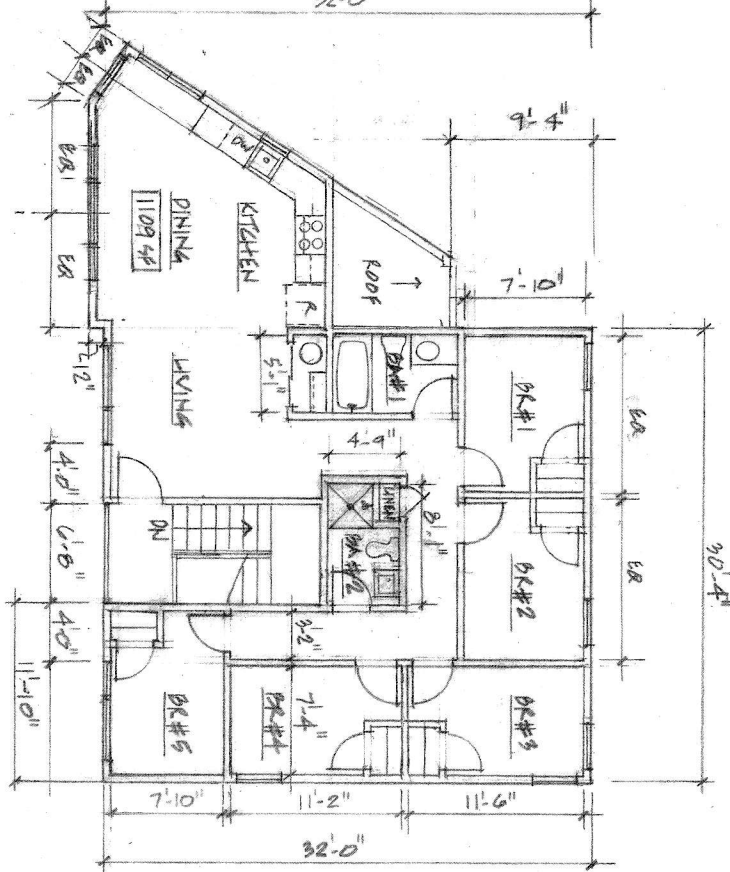
BKGREYER@OUTLOOK.COM

719-530-1788 REV. 12-30-20 12-24-20

GROUND FLOOR PLAN BUILDING # 2



SECOND FLOOR PLAN



JANE'S PLACE COMMUNITY HOUSING
SW CORNER OF SH291 AND W. 3RD ST.

ROBERT GREYER, ARCHITECT

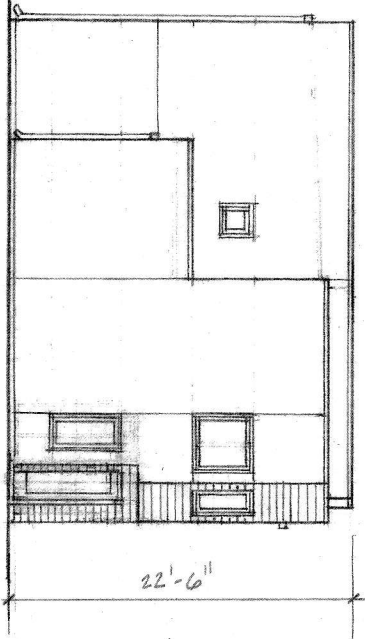
BKGREYER@OUTLOOK.COM

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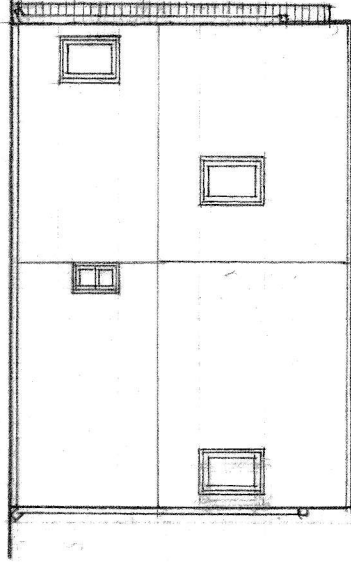
TITLE:
FLOOR PLANS
BUILDING 2

DATE: 12-24-20
REV. 12-26-20
REV. 1-18-21

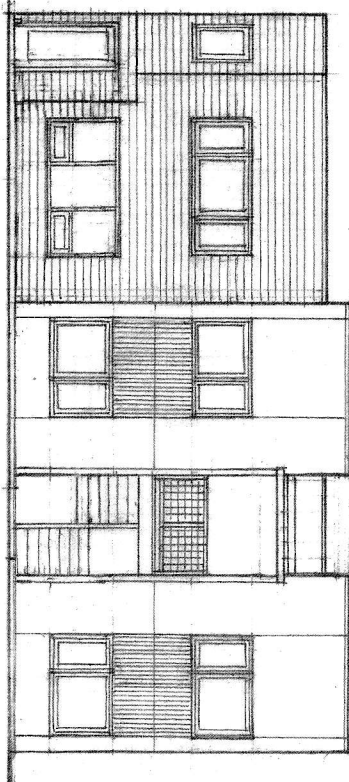
NORTH ELEVATION BUILDING #2



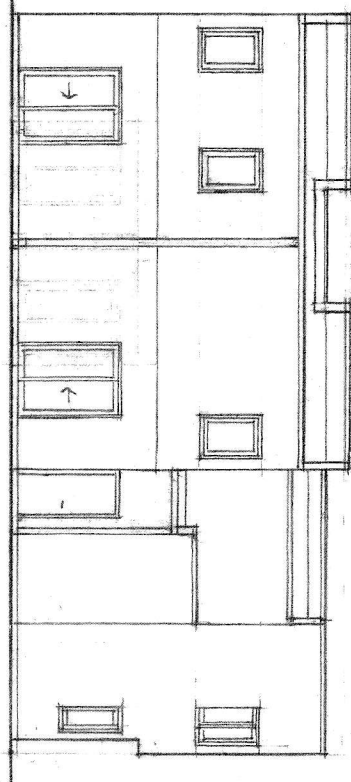
SOUTH ELEVATION



WEST ELEVATION BUILDING #2



EAST ELEVATION



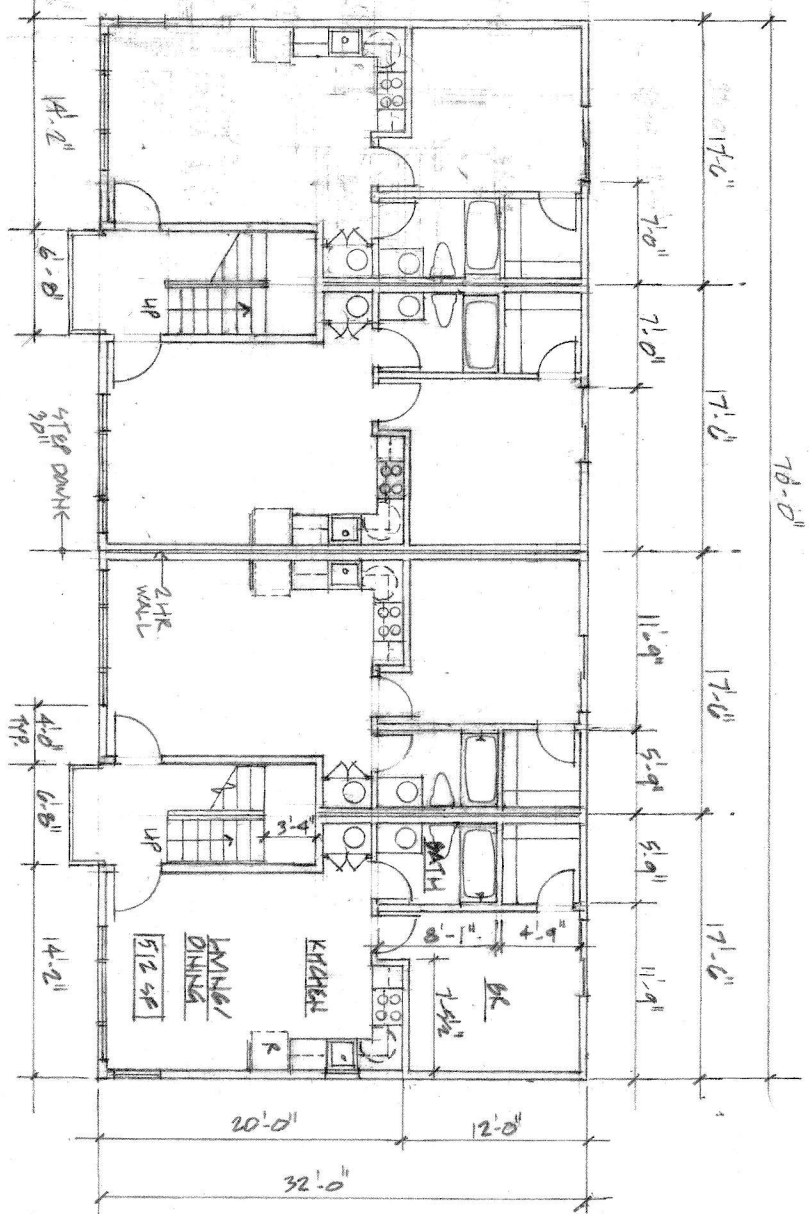
JANE'S PLACE COMMUNITY HOUSING
SW CORNER OF SH291 AND W. 3RD ST.

ROBERT GREYER, ARCHITECT
BKGREYER@OUTLOOK.COM
719-530-1788

TITLE:
ELEVATIONS
BUILDING #2

DATE: 12-24-20
REV: 12-22-20
REV: 1-15-21

BUILDING #3 FLOOR PLAN - TWO FLOORS
1/8" = 1'-0"



JANE'S PLACE COMMUNITY HOUSING
SW CORNER OF SH291 AND W. 3RD ST.

ROBERT GREYER, ARCHITECT

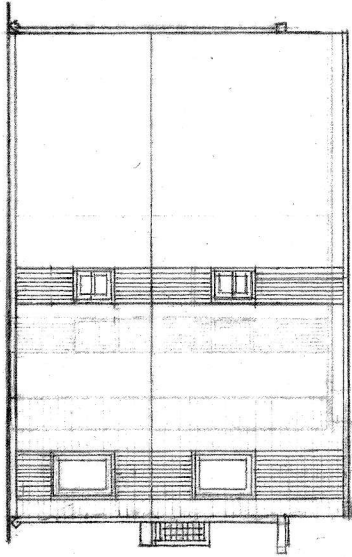
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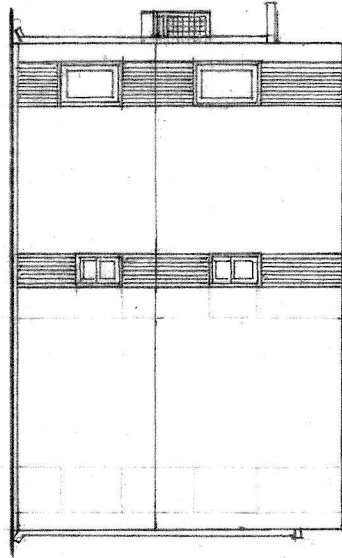
TITLE:
BUILDING #3
FLOOR PLAN

DATE: 12-24-20
REV. 12-26-20
REV. 2-26-21

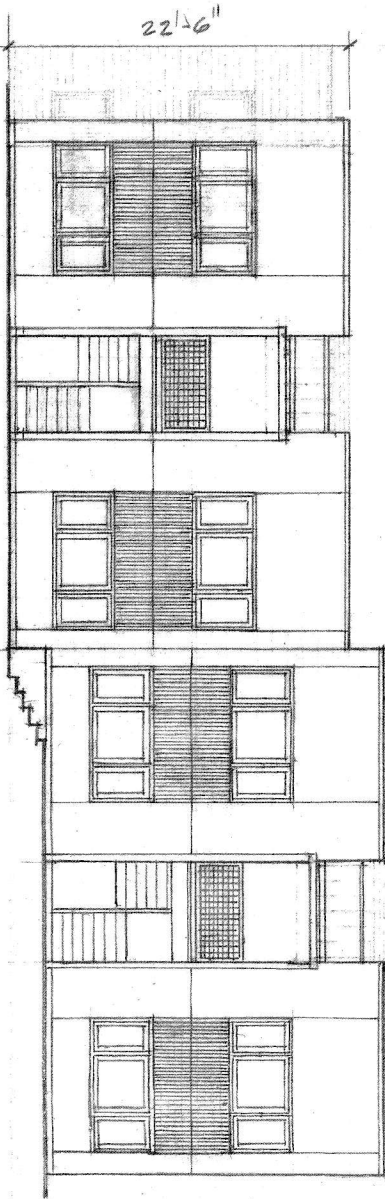
NORTH ELEVATION BUILDING #3



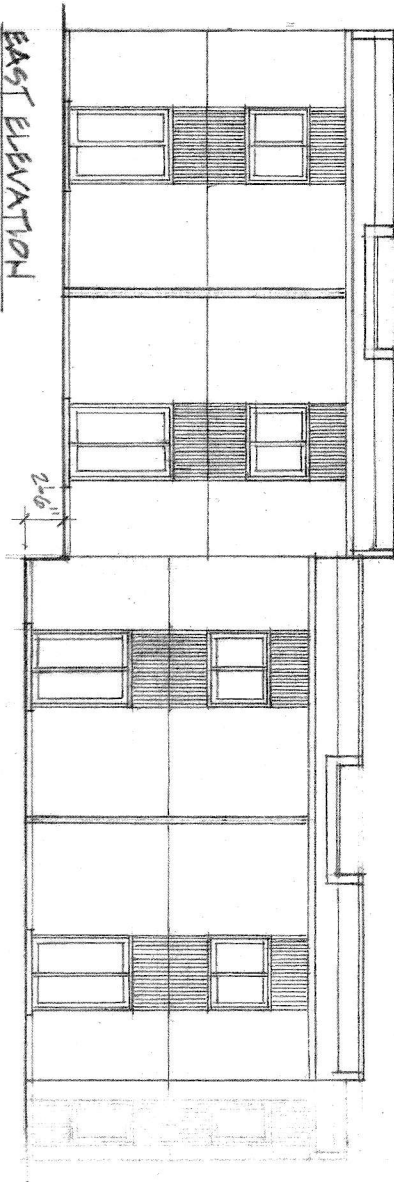
SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION



JANE'S PLACE COMMUNITY HOUSING
SW CORNER OF SH291 AND W. 3RD ST.

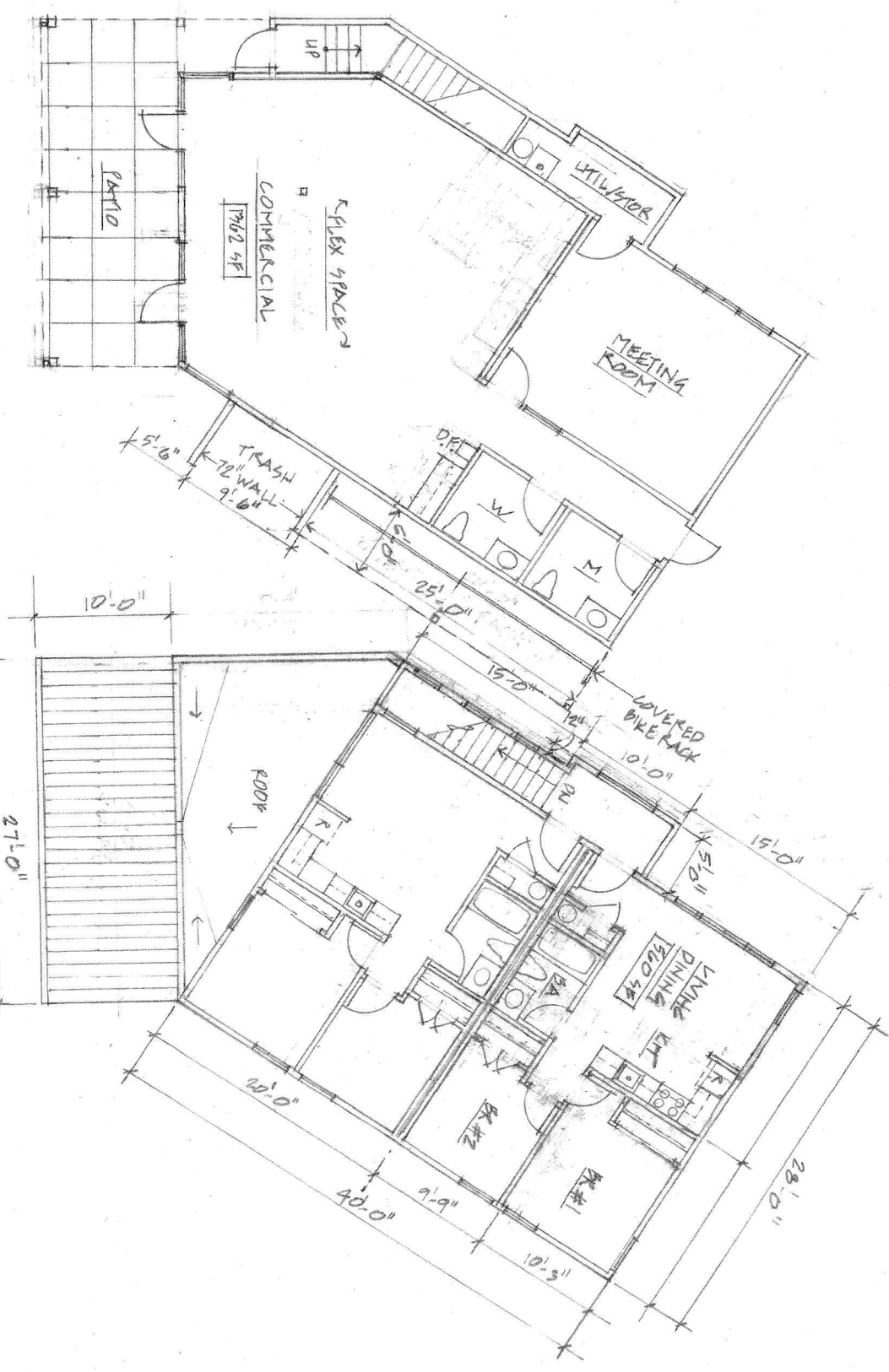
ROBERT GREYER, ARCHITECT
BKGREYER@OUTLOOK.COM
719-530-1788

TITLE:
BUILDING #3
ELEVATIONS

DATE: 12-24-20
REV. 12-26-20
REV. 2-26-21

BUILDING #5 COMMERCIAL FLOOR PLAN
1/8" = 1'-0"

BUILDING #5 SECOND FLOOR 2 BK APT. PLANS



JANE'S PLACE COMMUNITY HOUSING
SW CORNER OF SH291 AND W. 3RD ST.

ROBERT GREYHER, ARCHITECT

BKGREYHER@OUTLOOK.COM

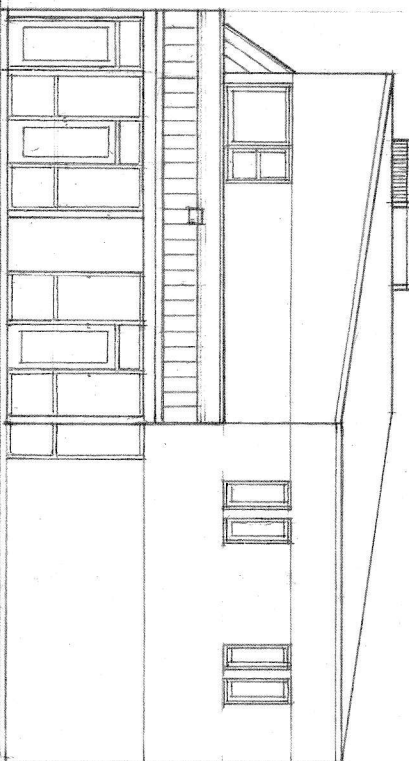
719-530-1788

TITLE:
BUILDING #5
FLOOR
PLANS

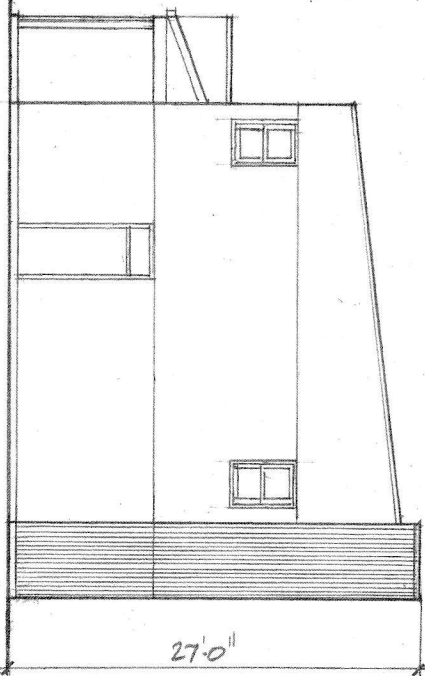
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12

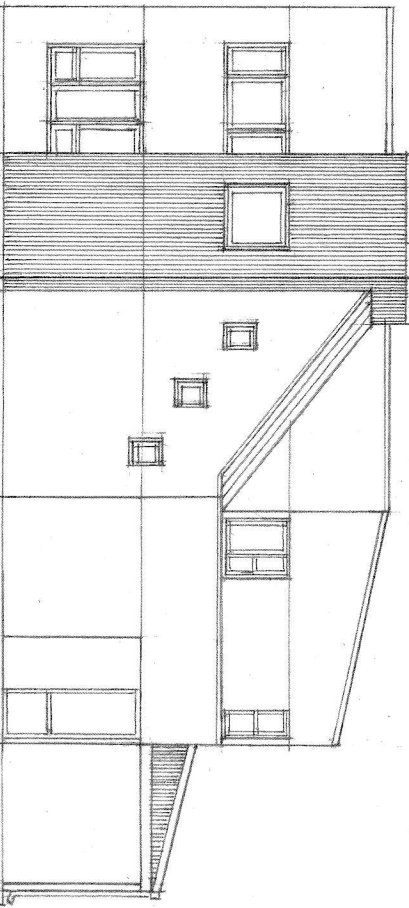
WEST ELEVATION



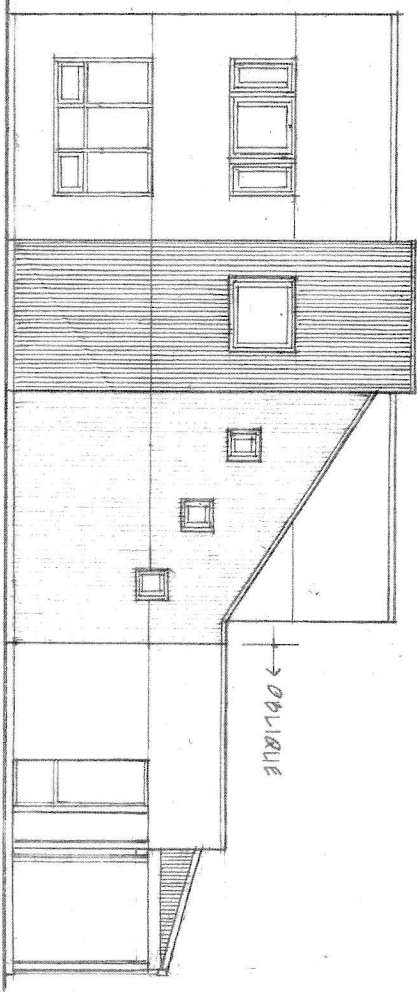
SOUTHEAST ELEVATION



NORTH ELEVATION BUILDING #4



NORTHEAST ELEVATION



JANE'S PLACE COMMUNITY HOUSING
SW CORNER OF SH291 AND W. 3RD ST.

ROBERT GREYER, ARCHITECT
BKGREYER@OUTLOOK.COM
719-530-1788

TITLE:
BUILDING #4
ELEVATIONS

DATE: 2-24-09

JANE'S PLACE

LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CITY OF SALIDA CHAFFEE COUNTY, COLORADO

CERTIFICATE OF OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED IS THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, WITHIN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY OF THE SAID NW1/4SW1/4 WITH THE WESTERLY BOUNDARY OF AN EXTENSION OF WEST THIRD STREET IN THE CITY OF SALIDA, FROM WHENCE THE WEST QUARTER CORNER (BRASS CAP) OF SAID SECTION 32 BEARS SOUTH 89°51'25" WEST 1160.51 FEET; THENCE SOUTH 41°11'36" EAST ALONG SAID WESTERLY STREET BOUNDARY EXTENSION A DISTANCE OF 39.78 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE PROCEEDING AROUND SAID TRACT SOUTH 41°11'36" EAST 41.31 FEET; THENCE SOUTH 33°06'26" WEST 118.81 FEET; THENCE SOUTH 00°08'35" EAST 39.48 FEET; THENCE SOUTH 89°51'25" WEST PARALLEL WITH THE SAID NORTH BOUNDARY OF THE NW1/4SW1/4 A DISTANCE OF 88.17 FEET; THENCE NORTH 00°08'35" WEST (AT A RIGHT ANGLE TO SAID NORTH BOUNDARY OF THE NW1/4SW1/4) A DISTANCE OF 170.0 FEET TO THE SOUTHERLY BOUNDARY OF GRAND AVENUE EXTENDED/COLORADO STATE HIGHWAY NO.291; THENCE NORTH 89°51'25" EAST ALONG SAID SOUTHERLY AVENUE/HIGHWAY BOUNDARY A DISTANCE OF 126.19 FEET TO THE POINT OF BEGINNING.

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 20____.

OWNER:

STATE OF COLORADO } } SS } COUNTY OF CHAFFEE } } THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CITY COUNCIL APPROVAL:

THIS PLANNED DEVELOPMENT PLAN IS APPROVED FOR FILING.

DATED: _____, 20____ BY: _____ MAYOR

COUNTY CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____M., ON THIS _____ DAY OF _____, A.D. 20____, UNDER RECEPTION NO. _____

CHAFFEE COUNTY CLERK AND RECORDER



VICINITY MAP NO SCALE



CERTIFICATE OF TITLE INSURANCE COMPANY:

I, BRETT W. EAKINS, REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY SHOWN AND DESCRIBED ON THESE PLATS AND FOUND TITLE VESTED IN CONFLUENTE PARK SALIDA, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

BRETT W. EAKINS

LAND SURVEYOR'S NOTES:

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTHERN RIGHT-OF-WAY OF W. HIGHWAY 291 BETWEEN A STEEL TAG STAMPED "LS 6753" AND A 1 1/2" ALUMINUM CAP (ILLEGIBLE) HAVING A BEARING OF SOUTH 89°53'32" WEST.
2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.
5) SITE BENCHMARK IS A DOCK SPIKE SET WITH AN ELEVATION OF 7071.07'

LAND SURVEYOR'S STATEMENT:

I, _____, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLATTING WAS PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND THAT THE SURVEY INFORMATION SHOWN ON THE PLAT CONTAINED HEREIN IS BASED ON A MONUMENTED LAND SURVEY AS SHOWN, AND THAT SAID SURVEY AND PLAT AND THE INFORMATION PERTAINING TO SAID SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS _____ DAY OF _____, 20____.

INCLUSIONARY HOUSING

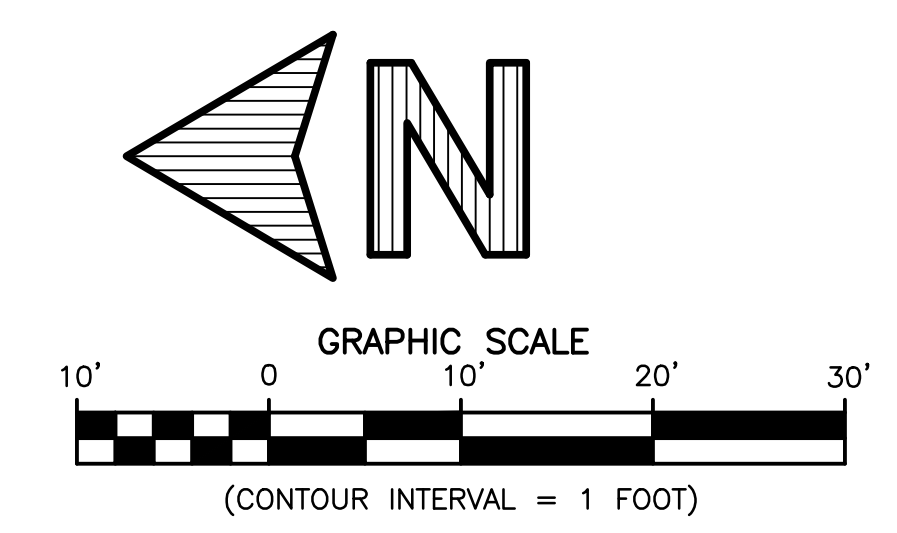
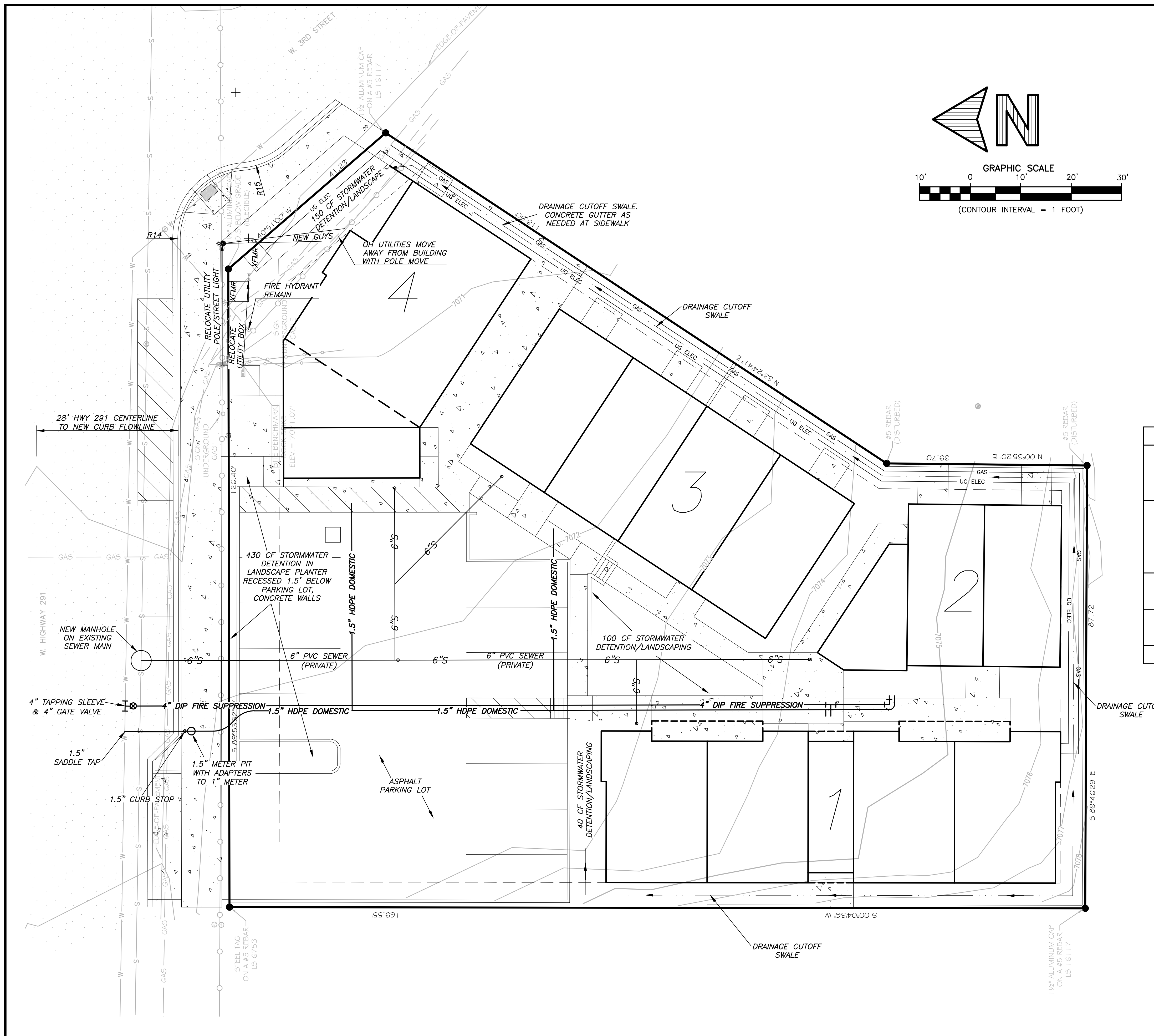
JANE'S PLACE SHALL BE EXEMPT FROM SALIDA MUNICIPAL CODE SECTION 16-13 INCLUSIONARY HOUSING, PROVIDED IT IS MANAGED BY CHAFFEE HOUSING AUTHORITY, A PUBLIC ENTITY PARTIALLY CONTROLLED BY THE CITY OF SALIDA, IN ACCORDANCE WITH THE PLANNED DEVELOPMENT APPROVED BY THE CITY OF SALIDA. TENANTS SHALL BE CHARGED NO MORE THAN 30% OF THEIR GROSS INCOME FOR RENT.

Code Analysis of Proposed Planned Development - Jane's Place

Table with columns: C-1 Zoning (Allowed, Required), Planned Development (Proposed), Differences (Over, Under), Highway 291 Overlay Commercial (Required, Proposed), Differences (Over, Under). Rows include: Minimum Lot Size, Density: Minimum square foot per unit, Minimum lot frontage, Maximum lot coverage, Maximum lot coverage including parking, Minimum landscape areas, Minimum side setback, Minimum rear setback, Minimum front setback, Maximum building height, Parking, Parking Notes, Highway Access, Pedestrian Access, Exterior Materials, Multifamily Housing.

FOR REVIEW 5/25/21

Bottom section containing: PRIVATE ENGINEER'S NOTES TO CONTRACTOR, PREPARED FOR: CHAFFEE COUNTY COMMUNITY FOUNDATION, PREPARED BY: CRABTREE GROUP INC., SEAL, REVISIONS table, DESIGNED BY: WBH, DRAWN BY: WBH, CHECKED BY: -, SCALE: NONE, BENCHMARK: DOCK SPIKE WHERE SHOWN ON PLAN, ELEV.=7071.07, JANE'S PLACE SALIDA, CO PLANNED DEVELOPMENT PLAN COVER SHEET OWNERSHIP, APPROVALS, CODE STUDY, SHEET NO. 1 OF 2 SHTS., PROJECT NO. 21005.



LEGEND

- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING GAS MAIN
- EXISTING OVERHEAD POWER
- EXISTING/NEW UTILITY POLE WITH STREET LIGHT
- EXISTING ASPHALT (NOT SHOWN ON SITE FOR CLARITY)
- EXISTING CONTOUR
- PROPERTY LINE
- DRAINAGE SWALE
- CONCRETE
- 6" S 6" SEWER SERVICE
- XFMR NEW PAD MOUNT TRANSFORMER (BY XCEL)
- UG ELEC NEW UNDERGROUND ELECTRIC LINES (BY XCEL)
- GAS NEW GAS SERVICE LINE (BY ATMOS)

	Total Floor Area (SF)	# of Dwelling Units	# of Other Units	Use
Building 1	2,566	4	0	(4) adaptive units with 4 to 8 beds per unit with kitchen and bath
Building 2	2,359	3	1	(1) 5-bedroom unit, (2) Studio Apartments, and (1) Management Office
Building 3	4,288	8	0	(8) one-bedroom apartments
Building 4	2,632	2	1	(2) 2-bedroom units, (1) commercial space
Total	11,845	17	2	

FOR REVIEW 5/25/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
 CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
 CHAFFEE COUNTY COMMUNITY FOUNDATION
 PO BOX 492
 BUENA VISTA, CO
 PHONE: 719-204-5071

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM HUSSEY CRABTREE GROUP, INC.
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
 SALIDA, CO 81201 QJAI, CA 93028
 PH: 719-539-1875 PH: 719-221-1799

SEAL

DATE	BY	MARK

REVISIONS

CITY OF SALIDA

DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	AGENCY HEAD _____ DATE _____
CHECKED BY -	DATE _____
SCALE 1"=10'	BENCHMARK: DOCK SPIKE WHERE SHOWN ON PLAN, ELEV.=7071.07
DATE MAY, 2021	

JANE'S PLACE
 SALIDA, CO
PLANNED DEV. & MIR
CIVIL ENGINEERING PLAN
 UTILITIES AND DRAINAGE

SHEET NO.
2
 OF 2 SHEETS
 PROJECT NO.
21005



TO: Robert Grether

FROM: Kevin R. Fellin, P.E.
Lester E. Adkins, P.E.

SUBJECT: Parking Reduction Assessment

RE: Adaptive Housing Project
City of Salida, Colorado

DATE: December 17, 2020

11220 Assett Loop
Suite 202,
Manassas, VA 20109
703-365-9262
WellsandAssociates.com

The purpose of this memorandum is to submit a formal parking reduction request to the City of Salida, Colorado in support of the proposed Adaptive Housing Project. The subject site is located in the southwest corner of the 3rd Street/State Highway (SH) 291 intersection and is currently undeveloped. The proposed Adaptive Housing project seeks to construct four (4) new buildings that would provide a total of 17 affordable/workforce dwelling units and approximately 1,375 square feet (SF) of commercial space. The commercial space would operate as a non-profit resource center for low-income individuals.

The demand for on-site parking for a particular project depends on a wide variety of factors and this parking assessment evaluates those factors that may impact this project based on the on-site parking supply that is being proposed. The proposal would provide 12 off-street spaces without a shared access driveway off of SH 291, but could increase the supply to a total of 13 spaces if a shared driveway is obtained (see Exhibit A). In addition, one designated motorcycle parking space would be provided.

The baseline minimum number of required parking spaces is based on the assumption that the residential units are considered inclusionary, which, under the zoning ordinance would require one (1) space per unit or 17 spaces. When classifying the commercial space as a community building, this use would require 3.44 spaces or three (3) spaces after rounding for a total of 20 spaces required for the entire project. As summarized in Table 1, the shortfall would either be seven (7) or eight (8) spaces below the City's minimum parking requirement depending on the driveway location.

MEMORANDUM

Table 1
Parking Tabulation Summary

Use	Amount	Minimum Parking Requirements (1)	Minimum Required Spaces
Residential (2)	17 units	1 spaces per unit	17 spaces
Commercial (3)	1,375 SF	1 spaces per 400 SF	<u>3 spaces</u>
Total Required Spaces			20 spaces
Total Provided Spaces (without shared driveway)			12 Spaces <i>(8 fewer spaces than Code or 40.0% parking reduction)</i>
Total Provided Spaces (with shared driveway)			13 Spaces <i>(7 fewer spaces than Code or 35.0% parking reduction)</i>

Note(s):

- (1) Minimum parking requirements based on the Table 16-J of the Zoning Ordinance.
- (2) Standards for inclusionary housing developments (Section 16-13-50) permit one (1) space per unit.
- (3) The commercial space is assumed parked according to the "Community Building" land use standard.

A reduction in the required parking supports making the apartments more affordable by reducing the cost impact per unit. A policy issue arising out of the requirement for one (1) parking space per unit adds approximately 12% to the cost of the unit according to a study by the Victoria Transport Policy Institute. This percentage is likely even higher when the units are small and certainly increases the rents that the project must charge to be viable. Based on the same study, when land cost is based on \$500,000 per acre which applies to this project, the land cost alone per parking space is approximately \$4,200. Added to that would be constructions costs and long-term maintenance costs.

The following is a summary key factors that would further support reducing the required parking by mitigating the on-site parking demand to a proposed parking supply that would be adequate for this project.

VEHICLE OWNERSHIP BASED ON INCOME

According to the Victoria Transport Policy Institute study referenced above, it indicates that vehicle ownership rates drop with income. Given the fact that on an average basis the incomes of the targeted residents for this project would be lower than what is typical for a conventional market rate apartment project, it would be anticipated some residents would not own a vehicle.

MEMORANDUM

This is especially true when the surrounding community provides opportunities (e.g. walking, biking, shuttle service) to make ancillary trips without the need of a vehicle.

In Chaffee County, government statistics indicate approximately 22% of households or 46% of non-family households make less than \$30,000 and are at less than 50% of the Area Median Income (AMI). This segment of the population represents a category of people who need either emergency shelter, transition housing or supportive housing. This project would provide seven (7) of its 17 units (or 41%) that would be designed to serve this target population. One can safely assume that vehicle ownership rates associated with those seven (7) units will be lower than average. One or more of these units will be occupied by tenants such as the Southwest Conservation Corps, Americorps Volunteers, and other seasonal workers that have lower parking needs than typical tenants.

UNBUNDLED PARKING

The project is planning to unbundle the residential parking from the cost to lease the residential unit where residents will be offered parking at a separate/additional cost. Those residents who do not have a vehicle are in effect paying a portion of the parking cost for those who do have a vehicle when the parking is free. To unbundle the parking cost, the project proposes to charge tenants with a vehicle on a sliding scale based on income, thus reducing the incentive to have a vehicle. Figures from 2002 in the previously noted study indicate that lower income tenants spend approximately \$3,000 annually on a vehicle that is undoubtedly much higher today. The fee for parking would be coupled with a limit of 11 maximum issued permits that would allow residents to park on-site. This would be enforced by a dashboard permit as available on a first come first serve basis.

BICYCLE PARKING AND PEDESTRIAN ACCESS

The project would provide 10 covered bicycle parking spaces as a supporting alternative to vehicle ownership. The tenant demographic and local bicycle amenities/culture anticipates a substantial proportion of younger workers who would bike to work as well as to other necessary services. The downtown, with two (2) grocery stores, post office, recreational parks, entertainment, library, and many clothing stores, is about a half a mile to the east and the hospital is about one third of a mile to the west. Those distances are within a reasonable 10 to 15- minute walks and less via a bicycle trip. Again, the on-site bicycle parking would further support bicycle versus vehicle ownership. Salida is a relatively compact city with numerous bicycle trails and a strong bicycle culture that supports a higher than average use.

MEMORANDUM**SHUTTLE SERVICES**

The Chaffee Shuttle is a free shuttle service available by appointment or, possibly, with a regular scheduled stop that provides transportation to shopping, work, medical services, and social activities throughout the County. In addition, there is a shuttle service that for a fee provides service to other cities in the state. The Shuttle is a viable alternative for many people who do not have a vehicle, do not have a driver's license, or choose not to drive to function in a normal fashion. This project is proposing to improve its SH 291 frontage with a sidewalk and a dedicated shuttle stop space to support non-auto trips. Alternatives to vehicle ownership would reduce the need for on-site parking and represents a significant savings in cost of living for future residents.

SHARED PARKING

Shared parking is especially useful in cases such as the subject property where a single parking space may be used by either a residential or commercial user. Because each land use within the development may experience a peak parking demand at different times of day or different months of the year relative to each other, the actual peak parking demand of the subject development may be less than if the peak parking demand of each land use was considered separately. For example, the commercial use would experience peak parking demands during the midday hours while the residential use experiences peak demands during late evening and overnight. It is anticipated that residents of the subject site would have varying work schedules and shifts that also include the working shifts during the weekends. Assuming a baseline condition that reduces the residential parking requirement by six (6) spaces ($17 - 6 = 11$ residential spaces) based on the attributes described previously, it would be safe to assume that at least half of the residential spaces would be available during the day, leaving seven (7) to eight (8) spaces available for the commercial use. This would exceed the three (3) space commercial parking requirement that would be needed during the important daytime hours.

As shown with the shared parking analysis presented in Table 2, the inherent characteristics of the site and shared parking would suggest an overall 12 to 13 space parking supply would serve typical conditions.

MEMORANDUM

Table 2
Shared Parking Analysis (1) (2) (3) (4)

Hour	Residential		Commercial (Required = 3 spaces)				Total
	Hourly Demand		Visitor Hourly Demand		Employee Hourly Demand		
	(%)	(Spaces)	(%)	(Spaces)	(%)	(Spaces)	
	Required = 17 spaces (Adjustment = 6 fewer spaces) Adjusted Req = 11 spaces		Visitor Req. = 2 spaces		Employ Req = 1 spaces		
6 AM	95%	11	0%	0	0%	0	11
7 AM	80%	9	0%	0	0%	0	9
8 AM	67%	8	15%	1	25%	1	10
9 AM	55%	7	35%	1	45%	1	10
10 AM	50%	6	60%	2	75%	1	9
11 AM	45%	5	75%	2	95%	1	9
12 PM	40%	5	100%	2	100%	1	9
1 PM	40%	5	100%	2	100%	1	9
2 PM	40%	5	95%	2	100%	1	9
3 PM	40%	5	85%	2	100%	1	9
4 PM	45%	5	85%	2	100%	1	9
5 PM	50%	6	85%	2	100%	1	10
6 PM	60%	7	90%	2	100%	1	11
7 PM	70%	8	80%	2	100%	1	12
8 PM	80%	9	65%	2	90%	1	12
9 PM	85%	10	45%	1	60%	1	12
10 PM	95%	11	0%	0	0%	0	11
11 PM	97%	11	0%	0	0%	0	11
12 AM	100%	11	0%	0	0%	0	11

Note(s):

- (1) Hourly distributions obtained from the Urban Land Institute (ULI) "Shared Parking" 3rd Edition.
- (2) A residential adjustment of 6 fewer spaces than Code parking was applied as a baseline condition to account for anticipated reduced auto ownership, availability of a shuttle, unbundled parking, and access to pedestrian/bicycle facilities.
- (3) ULI's hourly percent distribution for a typical retail use was utilized for the commercial use and broken down by visitors (customers) and employees.
- (4) The published ULI hourly percent distributions for the commercial use were adjusted to 0% before 8 AM and after 9 PM when anticipating the commercial uses future operating hours.

ON-STREET PARKING

This project proposes to provide a new sidewalk along its SH 291 frontage that would allow for two (2) additional parallel on-street parking spaces. As mentioned above, if a shared driveway or a modified right angle corner street intersection is achieved, the parallel parking could be increased to three (3) spaces. This segment of highway frontage currently has little to no demand for on—street parking. For all intents and purposes, this project would likely provide the only parking demand for those spaces. The property across the street has far more parking available that it ever uses and is more convenient than the proposed on-street parking spaces. Although not counted to meet the site’s parking requirements, in effect the on-street parking would serve

MEMORANDUM

as additional project parking that further supports the requested parking reduction (see Exhibits A and B). Third Street, which is primarily residential in the block to the east, has little to no on-street parking demand as seen in the below photo taken on a Sunday afternoon when people are most likely to be home. Though unlikely needed, it would be available for any small overflow parking needs that may occur.



Note: Third Street on Sunday evening, December 6, 2020.

CONCLUSIONS

Given the nature of the project and the wide variety of alternatives listed above that would either reduce or mitigate the number of on-site parking spaces required by the Zoning Ordinance, it is reasonable to conclude that the project as proposed can function adequately with proper management. There would be on-site management that would address any issue that may arise and enforce solutions. This project strikes a good balance between land use and parking needs. It is this balance that further supports affordable housing and is more environmentally sound by taking advantage of underutilized on-street parking spaces that otherwise are underutilized. We feel confident that this project would function at a high level and be a positive prototype for other future developments.

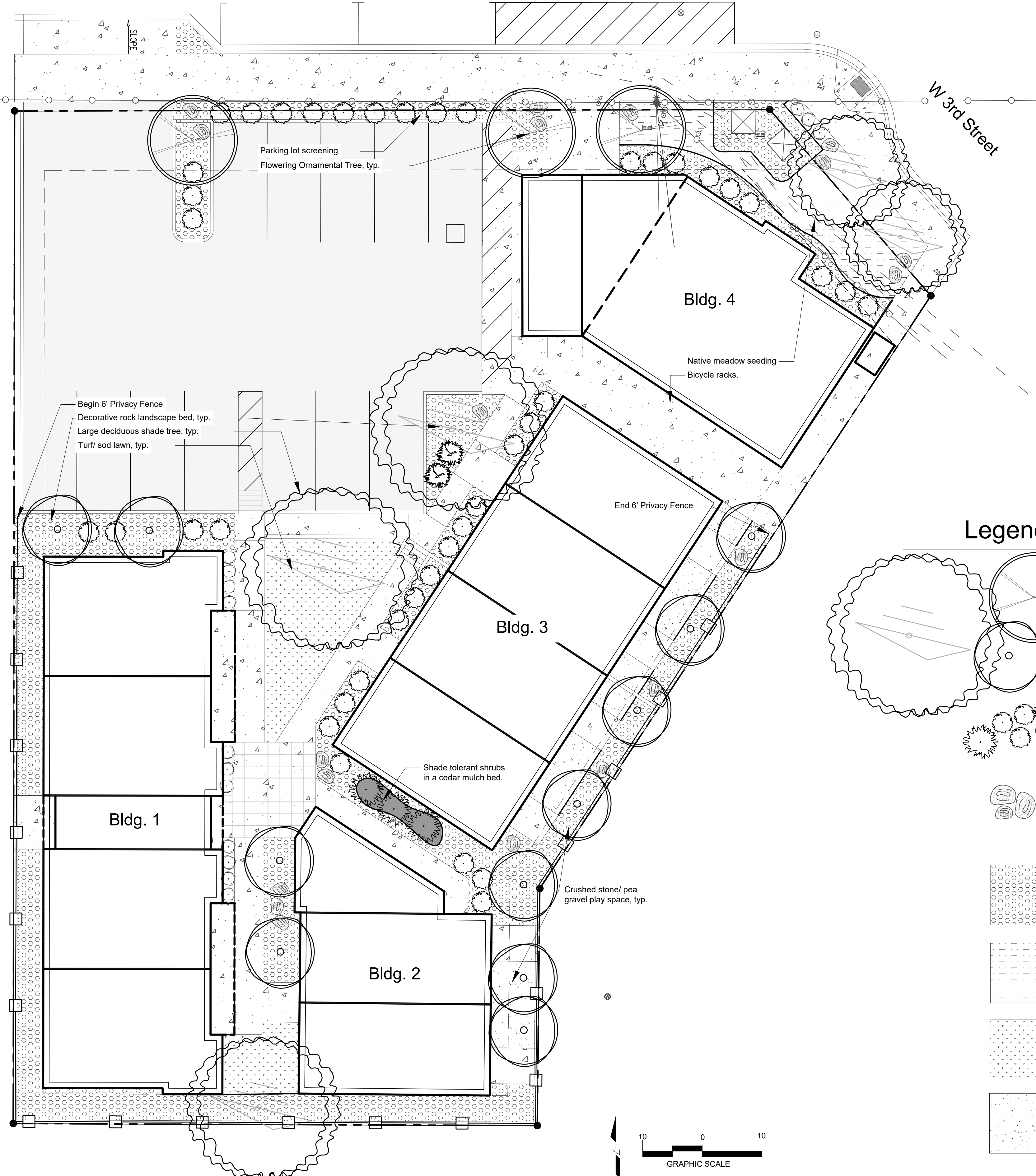
Table 1
Adaptive Housing Project: Salida, Colorado
Trip Generation Analysis (1) (2) (3)

ITE Land Use	Land Use Code	Amount	Units	Weekday AM Peak Hour			Weekday PM Peak Hour			Weekday Average Daily Trips
				In	Out	Total	In	Out	Total	
Multifamily Housing (Low-Rise) 1-2 Stories	220	17	DU 35% Net New Trips	2 (1)	7 (2)	9 (3)	8 (3)	5 (2)	13 (5)	88 (31) 57
Small Office Building/Community Space	712	1,375	SF 35% Net New Trips	2 (1)	1 0	3 (1)	1 0	3 (1)	4 (1)	22 (8) 14
Total				2	6	8	6	5	11	71

Note(s):

- (1) Trip generation based on the Institute of Transportation Engineers' Trip Generation, 10th Edition.
- (2) GFA = Square Feet of Gross Floor Area, DU = Dwelling Unit
- (3) A 35% trip reduction is assumed to account for the affordable housing character of the development and bike friendly nature of the community where residents may not own a vehicle. The site is supported by a parking reduction that reflects the intended non-auto users.

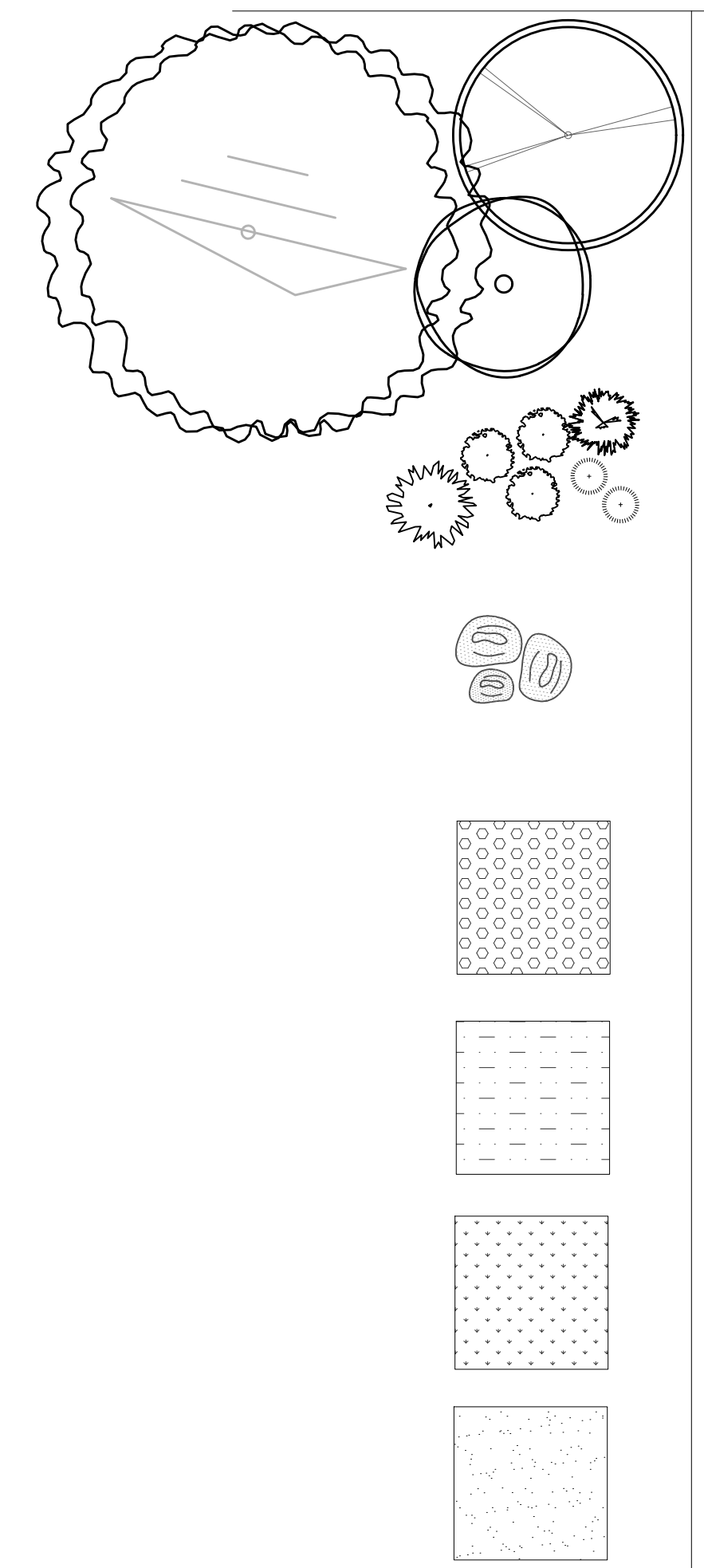
State Highway 291



Jane's Place Conceptual Plant Schedule						
Key	Botanical Name	Common Name	Size	Root	Spacing	Cultivars
Deciduous Trees						
AN	Acer negundo 'Sensation'	Sensation Box Elder	2"	B&B	As Shown	'Sensation'
CA	Crataegus ambigua	Russian Hawthorn	2"	B&B	As Shown	
GT	Gleditsia triacanthos	Common Honeylocust	2"	B&B	As Shown	'Shademaster', 'Skyline'
MR	Malus x 'Radiant'	Radiant Crabapple	2"	Cont.	As Shown	'Radiant'
PN	Prunus cerasifera 'Newport'	Newport Plum	2"	Cont.	As Shown	'Newport'
ST	Sorbus x thuringiaca	Oakleaf Mountain Ash	2"	B&B	As Shown	
TC	Tilia cordata	Littleleaf Linden	2"	B&B	As Shown	'Greenspire'
Evergreen Shrubs						
Jp	Juniperus x pfitzeriana 'Monsan'	Sea of Gold Juniper	3 gal.	Cont.	As Shown	
Ma	Mahonia aquifolium	Oregon Grape	5 gal.	Cont.	As Shown	
Deciduous Shrubs						
Bt	Berberis thunbergii	Japanese Barberry	5 gal.	Cont.	As Shown	'Rose Glow'
Cb	Caryopteris x clandonensis	Blue Mist Spirea	5 gal.	Cont.	As Shown	'Dark Knight'
Ch	Chamaebatiaria millefolium	Fernbush	5 gal.	Cont.	As Shown	
Ca	Cotoneaster apiculatus	Cranberry Cotoneaster	3 gal.	Cont.	As Shown	'Tom Thumb'
Fp	Fallugia paradoxa	Apache Plume	5 gal.	Cont.	As Shown	
Pl	Philadelphus lewisii 'Cheyenne'	Cheyenne Mockorange	5 gal.	Cont.	As Shown	'Cheyenne'
Pg	Potentilla fruticosa 'Goldfinger'	Goldfinger Potentilla	5 gal.	Cont.	As Shown	'Goldfinger'
Sa	Spiraea japonica 'Anthony Waterer'	Anthony Waterer Spiraea	5 gal.	Cont.	As Shown	'Anthony Waterer'
Ornamental Grasses						
ca	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	Cont.	As Shown	'Karl Foerster'
bg	Bouteloua gracilis 'Blonde Ambition'	Blue Grama Grass	1 gal.	Cont.	As Shown	'Blonde Ambition'
Seed Mixes						
1	Pinon Juniper Meadow Mix					
As supplied by Western Native Seeds, Coaldale, CO, 719-942-3935						

City of Salida - Landscape Design Guidelines	
Landscape Area Calculations - C1 Zoning	
Total Project Area	19812 SF
Minimum Required Landscaped Area (10%)	1981 SF
Total Landscaped Area / Open Space Provided: 23%	4455 SF
Trees Required Per Landscaped Area	Provided:
1 Tree Required per 300 SF (1981/300=7 Trees)	20 Trees
Parking Lots	
Minimum Required Landscaping (6 plants per 15 spaces, 1 tree)	
12 Spaces: 1 tree, 5 shrubs	Provided:
Trees (included in above total)	5
Shrubs	18

Legend



Sheet Title: Concept Plan
 Scale: 1" = 10'-0"
 Date: 3/25/2021
 Drawn By: EWB
 File: 21.01 L Working.dwg
 Job Number: 21.02

Preliminary Drawing - Not For Construction.
 Bid Set
 For Construction
 As Built

Revisions	By:
Date:	

Overall Landscape Concept Plan

Jane's Place

H 291 / W 3rd Street Salida, CO 81201

Mountain Aspect
 Landscape Architecture, LLC
 1291 W 3rd Street Suite 3
 Salida, CO 81201
 719-842-2162
 www.mountainaspect.com

SHEET
L100

Water Demand Estimate and Meter Sizing Using Fixture Values

(Based on AWWA M22 Manual, Second Edition)

Date 3/25/2021
By Bill Hussey

Project **Jane's Place**

Residential, Non-Residential, M.F. Residential Multi-Family

Pressure Zone at Project 80

Fixture or Appliance	Fixture Value (at 60 psi)	Number of Fixtures	Subtotal Fixture Value
Toilet (tank)	4	21	84
Toilet (flush valve)	35	0	0
Urinal (wall or stall)	16	0	0
Urinal (flush valve)	35	0	0
Shower (single head)	2.5	5	12.5
Sink (lavatory)	1.5	21	31.5
Kitchen Sink	2.2	17	37.4
Utility Sink	4	1	4
Dishwasher	2	17	34
Bathtub	8	14	112
Clothes Washer	6	3	18
Hose connections (with 50 ft of hose)			
1/2 in.	5	0	0
5/8 in.	9	0	0
3/4 in.	12	2	24
Miscellaneous			
Bedpan washers	10	0	0
Drinking fountains	2	0	0
Dental units	2	0	0
Combined Fixture Value			357.4
Demand (gpm) - See Curves			39
Pressure Adjustment Factor			1
Total Adjusted demand (gpm)			39
Minimum Meter Size			1"
Service Line Velocity (fps)			5.8
Minimum Service Size (HDPE)			1.5"

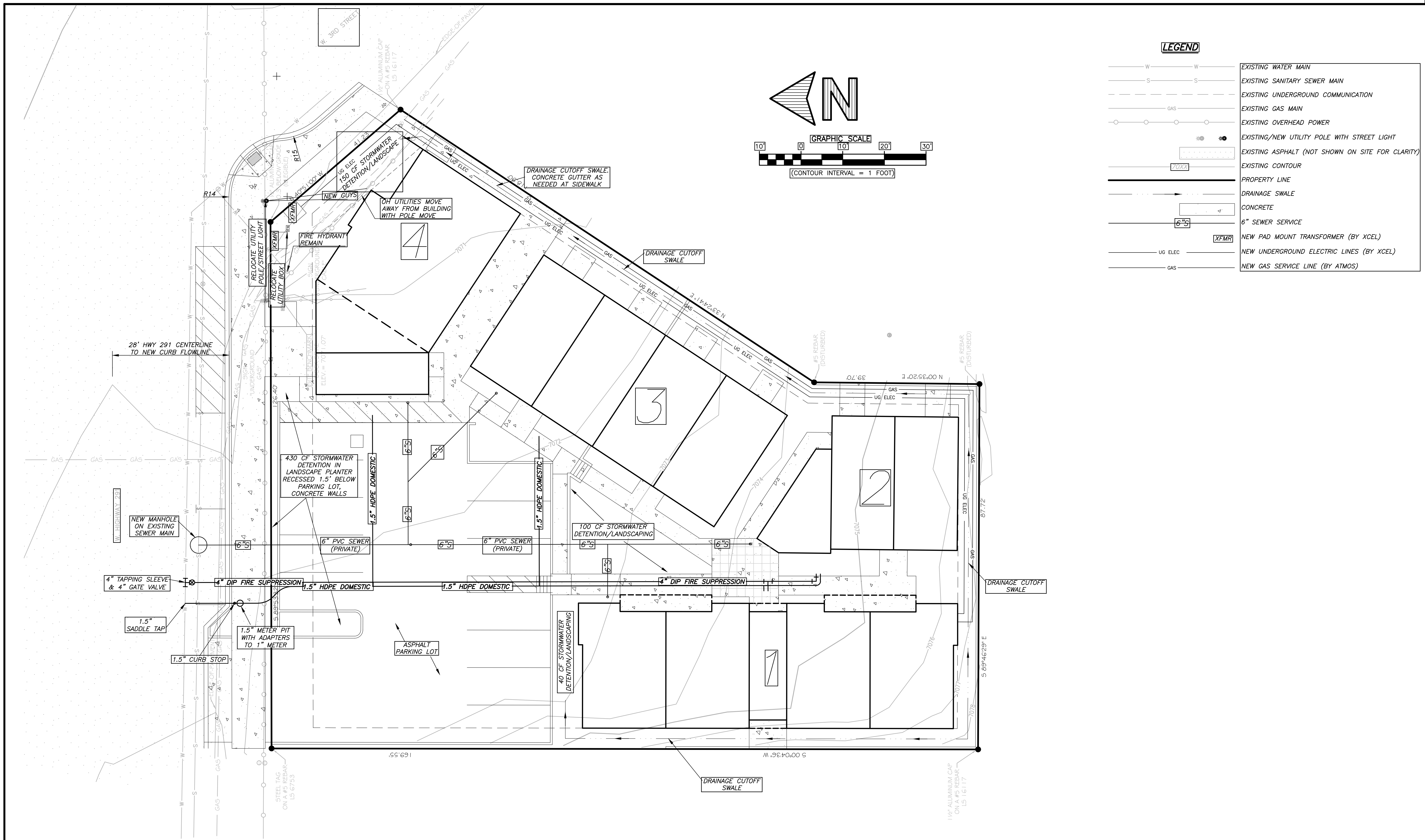
Approved by: _____

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user inputted

Sewer Service Sizing per UPC

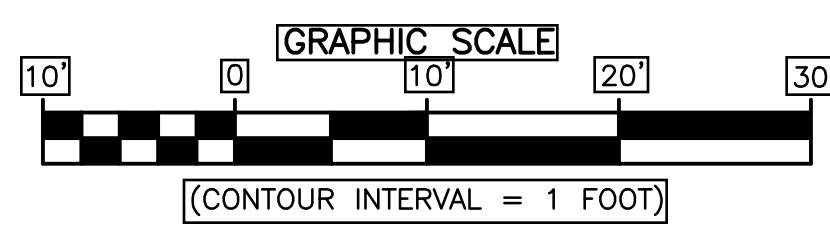
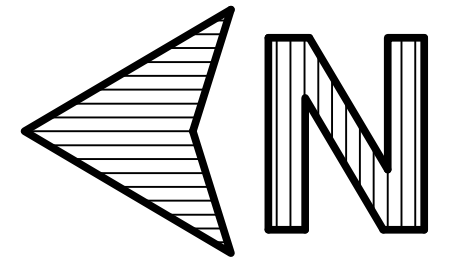
bldg 1	bldg 2	bldg 3	bldg 4	upc dfu	upc dfu total
4	5	8	4	4	84
					0
					0
					0
4	1			2	10
4	5	8	4	1	21
4	3	8	2	2	34
1				2	2
4	3	8	2	2	34
	4	8	2	2	28
3				3	9
					0
					0
					0
		1	1		0

222
6" sewer service at 1% ok up to 700 dfu



LEGEND

	EXISTING WATER MAIN
	EXISTING SANITARY SEWER MAIN
	EXISTING UNDERGROUND COMMUNICATION
	EXISTING GAS MAIN
	EXISTING OVERHEAD POWER
	EXISTING/NEW UTILITY POLE WITH STREET LIGHT
	EXISTING ASPHALT (NOT SHOWN ON SITE FOR CLARITY)
	EXISTING CONTOUR
	PROPERTY LINE
	DRAINAGE SWALE
	CONCRETE
	6" SEWER SERVICE
	NEW PAD MOUNT TRANSFORMER (BY XCEL)
	NEW UNDERGROUND ELECTRIC LINES (BY XCEL)
	NEW GAS SERVICE LINE (BY ATMOS)



FOR REVIEW 3/25/21

[PRIVATE ENGINEER'S NOTES TO CONTRACTOR]
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
 CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
 CCCF
 PO BOX 492
 BUENA VISTA
 PHONE: 303-995-3595

PREPARED UNDER THE DIRECTION OF: [DATE]

WILLIAM HUSSEY [CRABTREE GROUP, INC]
 [L.C.E. NO.] 56989 [EXP. DATE] 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET
 SALIDA, CO 81201
 PH: 719-539-1875

918 GUYANA ROAD
 OJAI, CA 93025
 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS

CITY OF SALIDA

DESIGNED BY: WBH
 DRAWN BY: WBH
 CHECKED BY: []
 SCALE: 1"=20'
 DATE: MAR. 2021

APPROVED BY: []
 AGENCY HEAD: []
 DATE: []

BENCHMARK: DOCK SPIKE WHERE SHOWN ON PLAN, ELEV.=7071.07

JANE'S PLACE
 SALIDA, CO

PLANNED DEV. & MIR

CIVIL ENGINEERING PLAN
 UTILITIES AND DRAINAGE

SHEET NO. 1
 OF 1 SHEETS
 PROJECT NO. 21005

MARCH 25, 2021



DRAINAGE REPORT

JANE'S PLACE

BILL HUSSEY, PE
Crabtree Group Inc.
Salida, Colorado
Project #21005



719.539.1675
719.221.1799

325 D Street, P.O. Box 924, Salida, CO 81201
422 Main Street Ventura, CA 93001

Contents

1 Introduction..... 1

2 Existing Conditions..... 1

3 Soils..... 1

4 Precipitation 1

5 Runoff Analysis 1

6 Conclusion 2

1 INTRODUCTION

Jane's Place is a proposed development in the City of Salida, at the southwest corner of Highway 291 and 3rd Street. Improvements to the site will include asphalt parking lot, concrete sidewalk, and four buildings.

2 EXISTING CONDITIONS

The subject site contains deteriorating asphalt and sparse vegetation. Existing stormwater flow on site consists of sheet flow from southwest to northeast. There is no evidence of significant off-site generated stormwater runoff entering the site. Existing stormwater outfall to the site is to Highway 291, which slopes downhill to the east.

3 SOILS

Information for the on-site soils was obtained from the USDA Web Soil Survey (U.S. Department of Agriculture, n.d.). The soils consist of Dominson gravelly sandy loam, which is assigned to Hydrologic Soils Group A. Web Soil Survey data is included in Appendix A.

4 PRECIPITATION

Precipitation amounts for the Design Storms was obtained from the NOAA precipitation frequency estimates for the subject area. The Design Storms utilized in the analysis are summarized in 1 below.

TABLE 1

Storm Return Period (yr)	24-hour Rainfall Amount (in.)
2	1.34
5	1.64
10	1.89
25	2.26
50	2.55
100	2.85

5 RUNOFF ANALYSIS

The runoff Analysis was performed utilizing the methods described in the Natural Resources Conservation Service (NRCS) Technical Release #55 (TR-55), with a Type II storm distribution. Predevelopment peak site runoff for the 25-year, 24 hour is 0.32 cfs. Postdevelopment peak site runoff for the 25-year, 24 hour storm is 0.76 cfs.

Therefore, per TR-55 Figure 6-1, a minimum of 720 cubic feet of stormwater detention is needed to mitigate the additional runoff caused by development of the site. Surface detention will be provided per the civil engineering plans.

TR-55 calculations are included in Appendix C

6 CONCLUSION

The development of the site is expected to increase the on-site generated stormwater flows after completion of construction. To mitigate this impact, a minimum of 720 cubic feet of on-site stormwater detention is incorporated in the site plan. Incorporation of the stormwater storage into the site design will mitigate the impact of the development to the stormwater flows in the area.

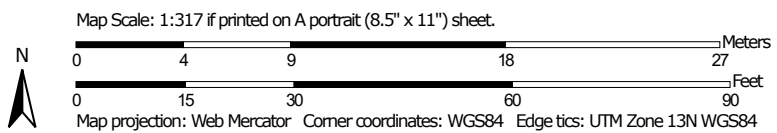
APPENDIX A: SOILS REPORT

Soil Map—Chaffee-Lake Area, Colorado, Parts of Chaffee and Lake Counties

Item 8.




Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Chaffee-Lake Area, Colorado, Parts of Chaffee and Lake Counties
 Survey Area Data: Version 13, Jun 5, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 18, 2020—May 21, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DoD	Dominson gravelly sandy loam, 1 to 9 percent slopes	0.4	100.0%
Totals for Area of Interest		0.4	100.0%

APPENDIX B: NOAA PRECIPITATION ESTIMATES



NOAA Atlas 14, Volume 8, Version 2
Location name: Salida, Colorado, USA*
Latitude: 38.5395°, Longitude: -105.9994°
Elevation: 7085.8 ft**
 * source: ESRI Maps
 ** source: USGS



Item 8.

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aerials](#)

PF tabular

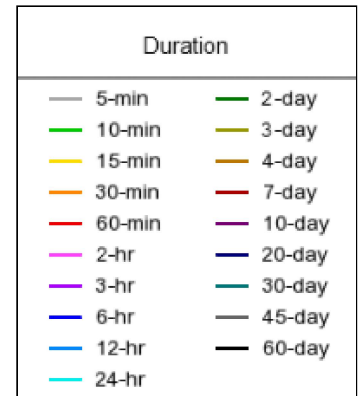
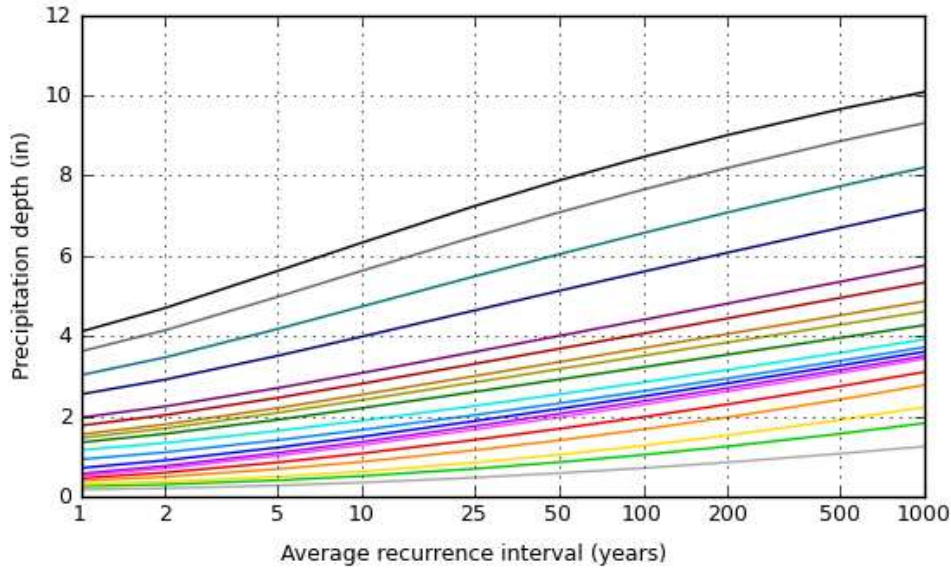
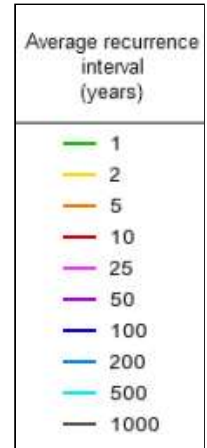
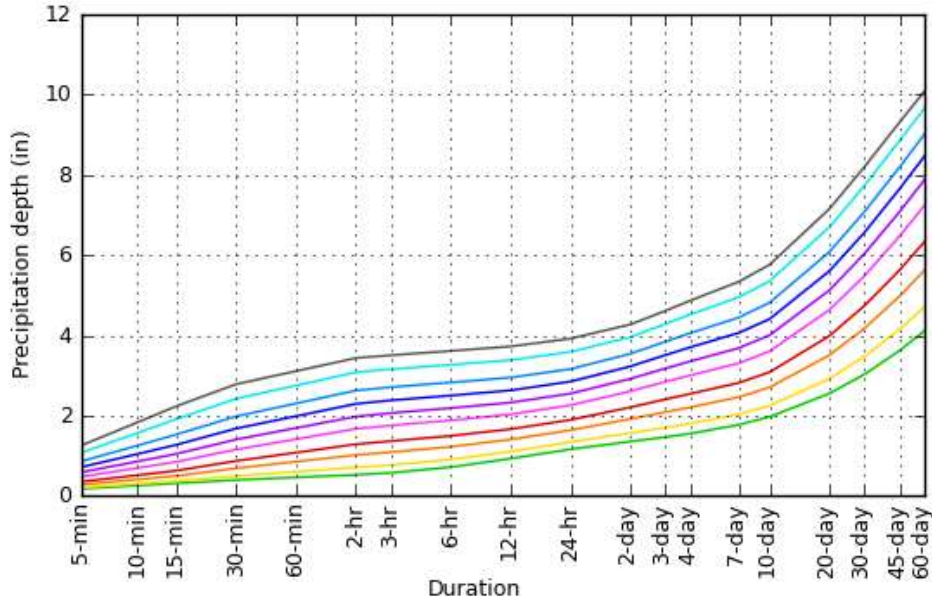
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.174 (0.137-0.227)	0.207 (0.163-0.270)	0.277 (0.217-0.362)	0.350 (0.272-0.460)	0.472 (0.365-0.674)	0.584 (0.435-0.837)	0.711 (0.510-1.04)	0.855 (0.586-1.29)	1.07 (0.703-1.66)	1.25 (0.791-1.94)
10-min	0.255 (0.200-0.332)	0.304 (0.238-0.395)	0.406 (0.317-0.530)	0.513 (0.398-0.673)	0.692 (0.534-0.987)	0.855 (0.637-1.23)	1.04 (0.746-1.53)	1.25 (0.859-1.89)	1.57 (1.03-2.43)	1.83 (1.16-2.84)
15-min	0.311 (0.244-0.405)	0.370 (0.291-0.482)	0.495 (0.387-0.647)	0.625 (0.486-0.821)	0.844 (0.652-1.20)	1.04 (0.777-1.49)	1.27 (0.910-1.87)	1.53 (1.05-2.31)	1.91 (1.25-2.96)	2.23 (1.41-3.46)
30-min	0.394 (0.309-0.512)	0.494 (0.388-0.643)	0.685 (0.535-0.894)	0.867 (0.673-1.14)	1.15 (0.881-1.62)	1.40 (1.04-1.99)	1.68 (1.20-2.44)	1.98 (1.35-2.97)	2.42 (1.58-3.73)	2.78 (1.76-4.31)
60-min	0.458 (0.359-0.595)	0.600 (0.471-0.781)	0.851 (0.665-1.11)	1.08 (0.836-1.41)	1.41 (1.07-1.96)	1.69 (1.24-2.37)	1.98 (1.41-2.87)	2.30 (1.56-3.43)	2.75 (1.79-4.22)	3.11 (1.97-4.82)
2-hr	0.522 (0.415-0.669)	0.706 (0.561-0.906)	1.02 (0.805-1.31)	1.29 (1.01-1.66)	1.67 (1.27-2.26)	1.98 (1.47-2.72)	2.29 (1.64-3.24)	2.62 (1.80-3.83)	3.08 (2.03-4.63)	3.43 (2.20-5.24)
3-hr	0.572 (0.458-0.728)	0.765 (0.612-0.974)	1.09 (0.867-1.39)	1.36 (1.08-1.75)	1.75 (1.34-2.35)	2.06 (1.54-2.81)	2.38 (1.72-3.33)	2.71 (1.87-3.91)	3.16 (2.09-4.70)	3.50 (2.26-5.30)
6-hr	0.713 (0.579-0.895)	0.903 (0.732-1.14)	1.22 (0.987-1.54)	1.49 (1.20-1.89)	1.88 (1.46-2.48)	2.19 (1.65-2.93)	2.50 (1.83-3.45)	2.83 (1.98-4.01)	3.27 (2.19-4.79)	3.61 (2.36-5.38)
12-hr	0.928 (0.763-1.15)	1.11 (0.907-1.37)	1.40 (1.15-1.75)	1.66 (1.35-2.08)	2.03 (1.60-2.64)	2.32 (1.78-3.07)	2.63 (1.95-3.57)	2.95 (2.09-4.12)	3.38 (2.30-4.88)	3.72 (2.46-5.45)
24-hr	1.16 (0.966-1.42)	1.34 (1.11-1.63)	1.64 (1.36-2.01)	1.89 (1.56-2.33)	2.26 (1.80-2.89)	2.55 (1.98-3.31)	2.85 (2.14-3.80)	3.16 (2.27-4.35)	3.59 (2.47-5.09)	3.92 (2.63-5.65)
2-day	1.35 (1.14-1.63)	1.57 (1.32-1.89)	1.92 (1.61-2.31)	2.21 (1.84-2.68)	2.61 (2.10-3.27)	2.92 (2.29-3.72)	3.23 (2.45-4.22)	3.54 (2.57-4.78)	3.96 (2.76-5.50)	4.27 (2.90-6.05)
3-day	1.46 (1.24-1.74)	1.70 (1.44-2.03)	2.09 (1.77-2.50)	2.41 (2.02-2.89)	2.84 (2.30-3.53)	3.18 (2.51-4.01)	3.51 (2.68-4.55)	3.84 (2.81-5.13)	4.28 (3.01-5.90)	4.61 (3.16-6.47)
4-day	1.55 (1.33-1.84)	1.80 (1.54-2.14)	2.21 (1.88-2.63)	2.54 (2.15-3.04)	3.00 (2.44-3.70)	3.35 (2.67-4.20)	3.70 (2.84-4.77)	4.06 (2.98-5.38)	4.52 (3.19-6.18)	4.87 (3.35-6.78)
7-day	1.77 (1.53-2.07)	2.03 (1.75-2.38)	2.46 (2.12-2.89)	2.82 (2.41-3.33)	3.31 (2.73-4.03)	3.68 (2.97-4.56)	4.06 (3.16-5.16)	4.44 (3.31-5.82)	4.95 (3.54-6.68)	5.34 (3.71-7.33)
10-day	1.97 (1.71-2.29)	2.25 (1.95-2.62)	2.70 (2.34-3.15)	3.08 (2.65-3.61)	3.60 (2.99-4.35)	4.00 (3.25-4.92)	4.41 (3.45-5.55)	4.81 (3.61-6.25)	5.35 (3.85-7.16)	5.76 (4.04-7.85)
20-day	2.55 (2.25-2.92)	2.92 (2.57-3.34)	3.51 (3.08-4.03)	3.99 (3.48-4.60)	4.64 (3.90-5.50)	5.13 (4.21-6.18)	5.61 (4.44-6.93)	6.08 (4.61-7.74)	6.70 (4.88-8.79)	7.16 (5.08-9.57)
30-day	3.03 (2.69-3.43)	3.47 (3.09-3.94)	4.18 (3.70-4.75)	4.74 (4.17-5.42)	5.49 (4.64-6.43)	6.04 (4.99-7.19)	6.57 (5.24-8.03)	7.09 (5.41-8.91)	7.74 (5.67-10.0)	8.20 (5.87-10.9)
45-day	3.62 (3.25-4.07)	4.15 (3.72-4.67)	4.98 (4.44-5.61)	5.63 (4.99-6.38)	6.47 (5.51-7.49)	7.08 (5.90-8.34)	7.65 (6.15-9.24)	8.20 (6.30-10.2)	8.86 (6.54-11.3)	9.31 (6.72-12.2)
60-day	4.11 (3.71-4.59)	4.70 (4.24-5.26)	5.62 (5.05-6.30)	6.33 (5.65-7.13)	7.24 (6.19-8.30)	7.88 (6.59-9.19)	8.47 (6.84-10.1)	9.01 (6.97-11.1)	9.66 (7.17-12.2)	10.1 (7.32-13.1)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 38.5395°, Longitude: -105.9994°

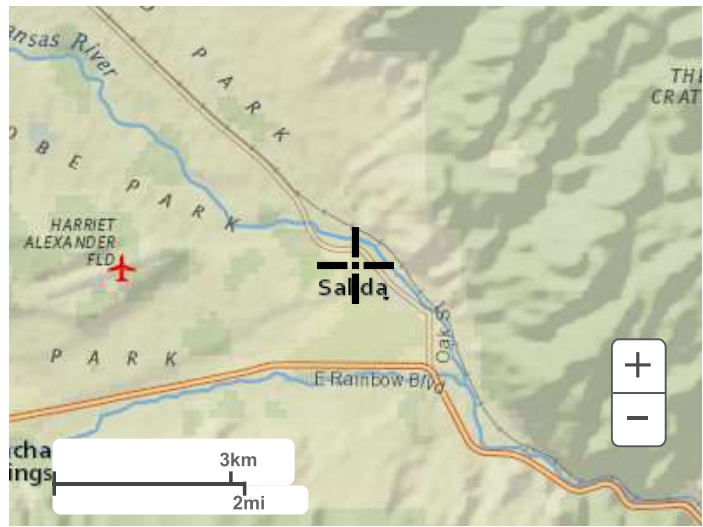


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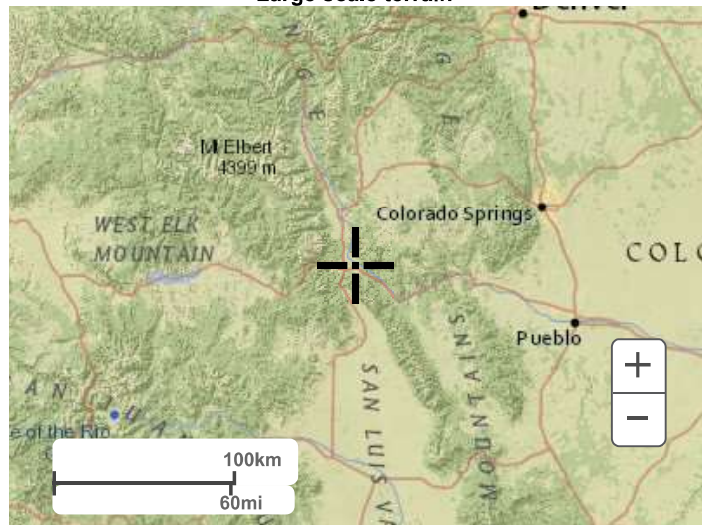
Maps & aerials

Small scale terrain

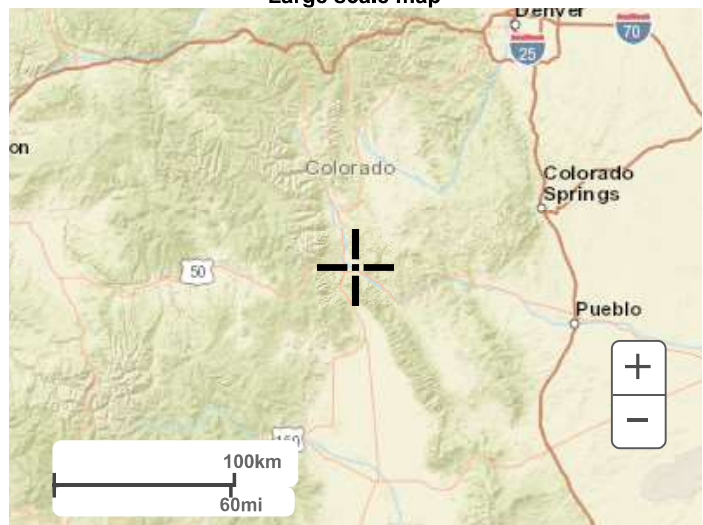
Item 8.



Large scale terrain

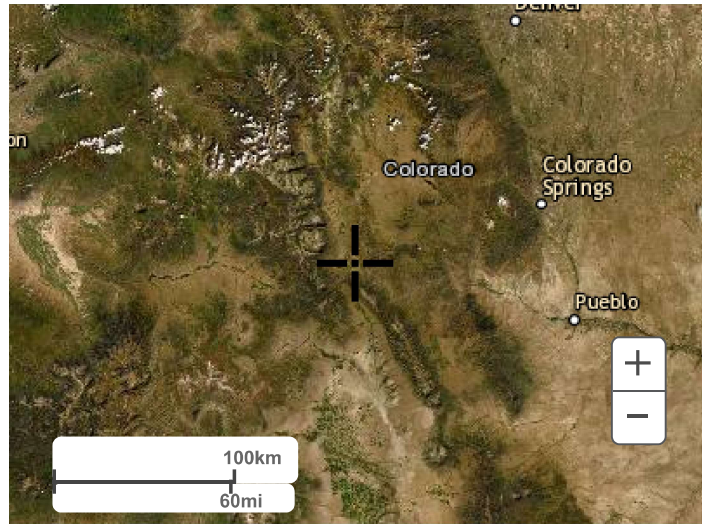


Large scale map



Large scale aerial

Item 8.



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[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

APPENDIX C: HYDROLOGIC ANALYSIS

DRAINAGE CALCULATIONS

Project Name: Jane's Place

Project #: 21005

Location: Salida, CO

Client Name: Chaffee County Community Foundation

Client Address: PO Box 492

Buena Vista, CO 81211

Client Phone #: 303-995-3595

Prepared By: WBH

Date: 3/25/2021

Checked by: _____

Date: _____

Area Name: _____

Storm Return Period (yr)	24-hour Rainfall Amount (in.)
2	1.34
5	1.64
10	1.89
25	2.26
50	2.55
100	2.85

Source: _____

Rainfall Distribution: II

PRE-DEVELOPMENT RUNOFF CALCULATIONS

Pre-Developed Curve Number

Land Use Description	HSG	Curve No.	Area (acres)	Area (%)
Impervious	A	98	0.17	38%
Open space (grass cover <50%)	A	68	0.28	62%
Totals			0.45	100%

Weighted Curve Number 79

Time to Concentration

Sheet Flow

Surface Cover	Length (ft)	Slope (^{ft} / _{ft})	Manning's n	T _t (hrs)
Range (natural)	100	0.020	0.130	0.225

Shallow Flow

Surface Cover	Length (ft)	Slope (^{ft} / _{ft})	Velocity Coefficient	T _t (hrs)
Paved	100	0.020	20.328	0.010

Channel Flow

Length (ft.)	Slope (^{ft} / _{ft})	n-Value	Flow Area (ft ²)	Wetted Perimeter (ft)	Tt (hrs)

Total Travel Time 0.235

Peak Discharge

Storm	2-yr	10-yr	25-yr	50-yr	100-yr
24-hr Precipitation (P)	1.34	1.89	2.26	2.55	2.85
Initial Abstraction (I _a)	0.532	0.532	0.532	0.532	0.532
I _a /P	0.397	0.281	0.235	0.208	0.187
Unit Peak Discharge (q _u)	513	631	659	677	691
Runoff (Q)	0.19	0.46	0.68	0.87	1.08
Peak Discharge (q_p)	0.068	0.204	0.316	0.415	0.526

POST-DEVELOPMENT RUNOFF CALCULATIONS

Post-Developed Curve Number

Land Use Description	HSG	Curve No.	Area (acres)	Area (%)
Natural Desert Landscaping	A	63	0.09	20%
Impervious	A	98	0.36	80%
Totals			0.45	100%

Weighted Curve Number 91

Time to Concentration

Sheet Flow

Surface Cover	Length (ft)	Slope (ft/ft)	Manning's n	T_t (hrs)
Range (natural)	100	0.020	0.130	0.225

Shallow Flow

Surface Cover	Length (ft)	Slope (ft/ft)	Velocity Coefficient	T_t (hrs)

Channel Flow

Length (ft.)	Slope (ft/ft)	n-Value	Flow Area (ft^2)	Wetted Perimeter (ft)	T_t (hrs)

Total Travel Time (hrs) 0.225

Peak Discharge

Storm	2-yr	10-yr	25-yr	50-yr	100-yr
24-hr Precipitation (P)	1.34	1.89	2.26	2.55	2.85
Initial Abstraction (I_a)	0.198	0.198	0.198	0.198	0.198
I_a/P	0.148	0.105	0.088	0.078	0.069
Unit Peak Discharge (q_u)	729	760	773	780	786
Runoff (Q)	0.61	1.07	1.39	1.66	1.93
Peak Discharge (q_p)	0.314	0.571	0.757	0.908	1.068

MINIMUM DETENTION CALCULATIONS

1. Data:

Drainage area $A_m = 0.0007$ mi.²

Rainfall distribution II

1st Stage	2nd Stage
-----------	-----------

2. Frequency yr

25	100
----	-----

3. Peak Inflow

discharge q_i cfs

0.757	1.068
-------	-------

(from Post-Developed worksheet)

4. Peak outflow

discharge q_p cfs

0.316	0.526
-------	-------

(from Pre-Developed worksheet)

5. Compute q_p/q_i

0.42	0.49
------	------

6. V_s/V_r

0.31	0.28
------	------

$$(V_s/V_r = C_0 + C_1(q_p/q_i) + C_2(q_p/q_i)^2 + C_3(q_p/q_i)^3)$$

7. Runoff, Q

1.39	1.93
------	------

(from Post-Developed worksheet)

8. Runoff Vol. V_r cu-ft

2,281	3,162
-------	-------

$$(V_r = QA_m 53.33)$$

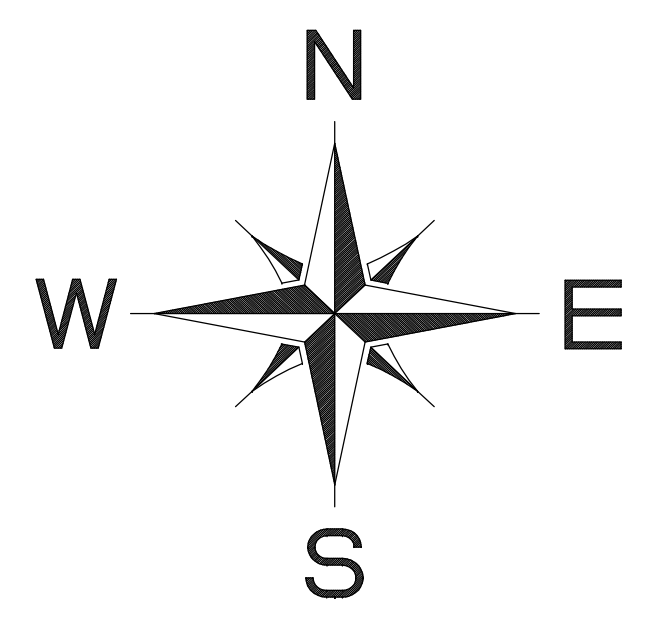
9. Storage vol, V_s cu-ft

712	884
-----	-----

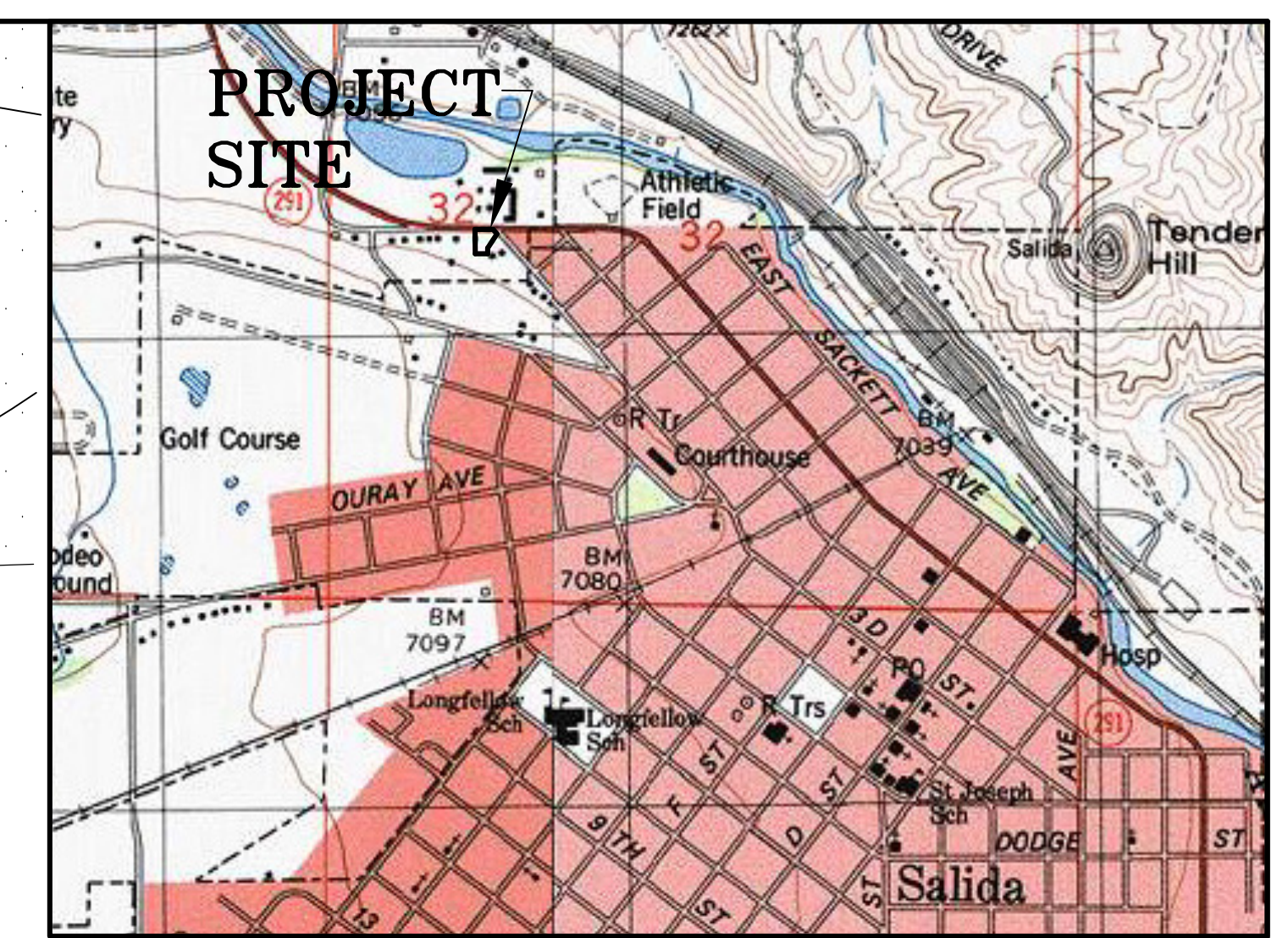
10. Maximum storage E_{max}

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(from plot)



SCALE
1" = 10'



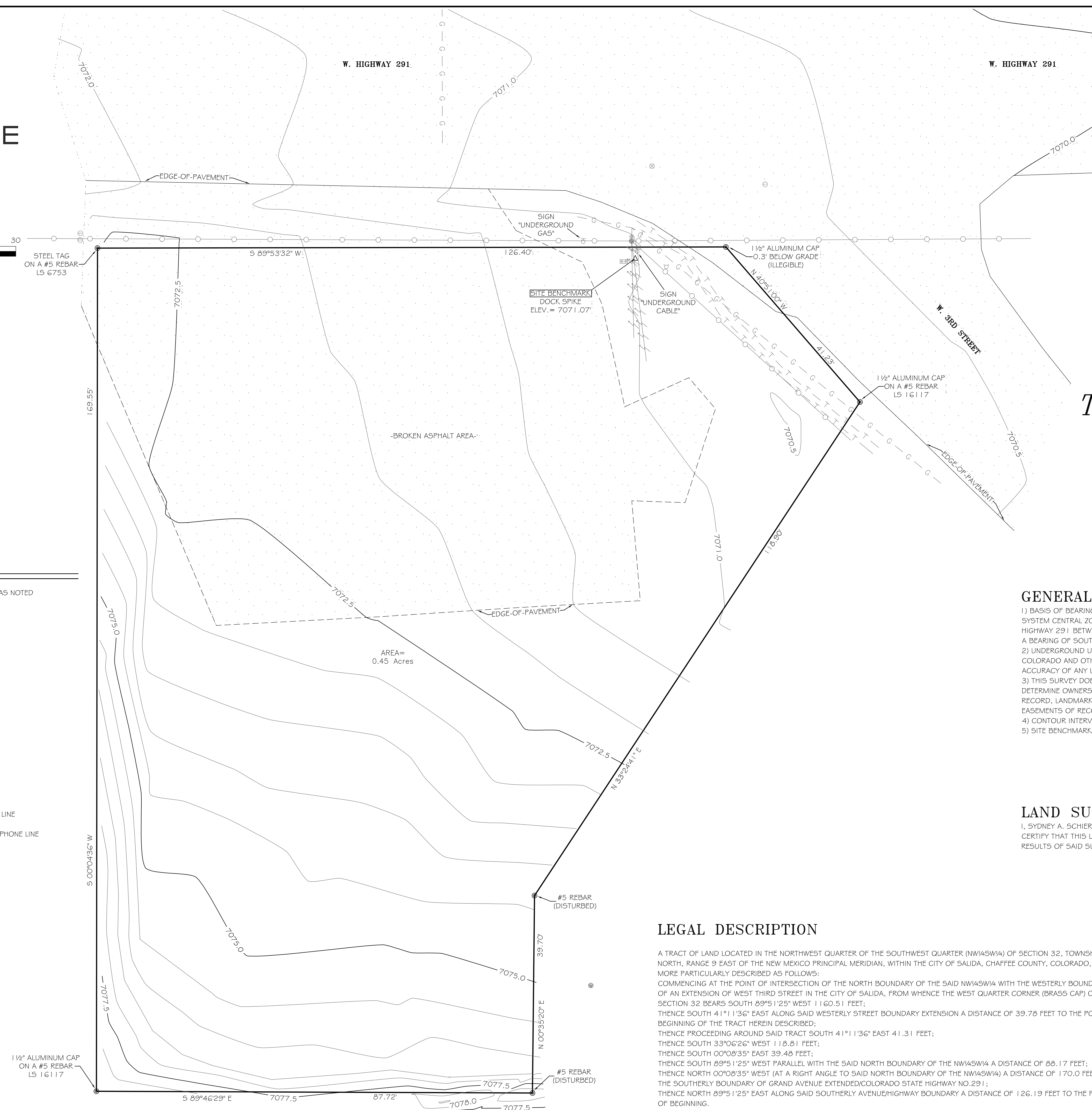
VICINITY MAP
NOT TO SCALE

TOPOGRAPHIC SURVEY

HIGHWAY 291
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

LEGEND

- FOUND MONUMENT AS NOTED
- ⊙ WATER VALVE
- ⊙ WATER METER
- POWER POLE
- ⊕ SIGN
- ⊕ FIRE HYDRANT
- * LIGHT POLE
- ⊙ SEWER MAN HOLE
- ▣ UTILITY BOX
- WELL
- OVERHEAD UTILITY
- G — UNDERGROUND GAS LINE
- T - T - UNDERGROUND TELEPHONE LINE
- //// GUY WIRE



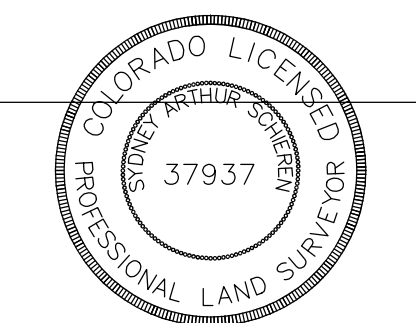
GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTHERN RIGHT-OF-WAY OF W. HIGHWAY 291 BETWEEN A STEEL TAG STAMPED "LS 6753" AND A 1 1/2" ALUMINUM CAP (ILLEGIBLE) HAVING A BEARING OF SOUTH 89°53'32" WEST.
- 2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS. LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
- 3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.
- 4) CONTOUR INTERVAL = 0.5'
- 5) SITE BENCHMARK IS A DOCK SPIKE SET WITH AN ELEVATION OF 7071.07'

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, WITHIN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY OF THE SAID NW1/4SW1/4 WITH THE WESTERLY BOUNDARY OF AN EXTENSION OF WEST THIRD STREET IN THE CITY OF SALIDA, FROM WHENCE THE WEST QUARTER CORNER (BRASS CAP) OF SAID SECTION 32 BEARS SOUTH 89°51'25" WEST 1160.51 FEET;

THENCE SOUTH 41°11'36" EAST ALONG SAID WESTERLY STREET BOUNDARY EXTENSION A DISTANCE OF 39.78 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE PROCEEDING AROUND SAID TRACT SOUTH 41°11'36" EAST 41.31 FEET;

THENCE SOUTH 33°06'26" WEST 118.81 FEET;

THENCE SOUTH 00°08'35" EAST 39.48 FEET;

THENCE SOUTH 89°51'25" WEST PARALLEL WITH THE SAID NORTH BOUNDARY OF THE NW1/4SW1/4 A DISTANCE OF 88.17 FEET;

THENCE NORTH 00°08'35" WEST (AT A RIGHT ANGLE TO SAID NORTH BOUNDARY OF THE NW1/4SW1/4) A DISTANCE OF 170.0 FEET TO THE SOUTHERLY BOUNDARY OF GRAND AVENUE EXTENDED/COLORADO STATE HIGHWAY NO.291;

THENCE NORTH 89°51'25" EAST ALONG SAID SOUTHERLY AVENUE/HIGHWAY BOUNDARY A DISTANCE OF 126.19 FEET TO THE POINT OF BEGINNING.

REVISED:
JOB # 20192
DATE: DECEMBER 3, 2020
SHEET 1 OF 1

TOPOGRAPHIC SURVEY

HIGHWAY 291
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

LANDMARK
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

PAGE 24 – THE MOUNTAIN MAIL – SALIDA, COLORADO – FRIDAY, APRIL 9, 2021

through the GoToWebinar application via the following direct link: <https://register.gotowebinar.com/r/1909092342220683277>. Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on April 26th, 2021, based upon Public Health Department guidance, the hearing may also take place in person in the City Council Chambers, 448 East 1st Street, Salida, Colorado. The hearing concerns an application for a Planned Development known as "Jane's Place" located on a .46 ac parcel at the southwest corner of Highway 291 and W. 3rd Street. The lot is currently zoned Commercial (C-1) and legally known as a Tract in the NW ¼ SW ¼ of Section 32 T50N R9E of the N.M.P.M., Chaffee County, Colorado. The application has been submitted by the Chaffee County Community Foundation.

The general purpose of the hearing is to review and consider the applicant's proposal for a four-building, 17-unit "community housing" development with a variety of dwelling types, a coffee shop, community meeting room, and administrative offices, plus other amenities. Any recommendation by the Planning Commission for the Planned Development shall be forwarded to the City Council for review and a public hearing, currently scheduled for June 1st, 2021, at or about the hour of 6:00 p.m., to be conducted remotely through the GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>. Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on June 1st, 2021, based upon Public Health Department guidance, the hearing may also take place in person in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

Interested persons are encouraged to attend the public hearings. Further information on the application may be obtained from the Community Development Department, (719) 530-2634. Public comment can be submitted via mail to the City of Salida at the address above (attn: Community Development Department) or via email at publiccomment@cityofsalida.com until 12:00PM the days of the hearings.

*Please note that it is inappropriate to personally contact individual Planning Commissioners or City Councilors outside of the public hearings while an application is pending. Such contact is considered ex-parte communication and will have to be disclosed as part of the public hearings on the matter. If you have any questions/comments, you should email or write a letter to staff, or present your concerns at the public meetings via the above GoToWebinar link so your comments can be made part of the record. To review the City's social distancing policy and other regulations, please visit: <https://cityofsalida.com/administration/page/covid-19-information>
Published in The Mountain Mail April 9, 2021

or Planning Commissioners, outside of the public hearing, while an application is pending. Such contact is considered ex parte communication and will have to be disclosed as part of the public hearings on the matter. If you have any questions/comments, you should email or write a letter to staff, or present your concerns at the public meeting via the above GoToWebinar link so your comments can be made part of the record.
Published in The Mountain Mail April 9, 2021

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARINGS BEFORE
THE PLANNING COMMISSION AND
CITY COUNCIL FOR THE CITY OF
SALIDA CONCERNING A MAJOR IMPACT
REVIEW APPLICATION FOR A PLANNED
DEVELOPMENT
TO ALL MEMBERS OF THE PUBLIC
AND INTERESTED PERSONS: PLEASE
TAKE NOTICE that on April 26th, 2021, at
or about the hour of 6:00 p.m., a public
hearing will be conducted by the City of
Salida Planning Commission remotely**



3/8/2021

City of Salida Planning & Zoning Commission and Salida City Council members,

Please accept this letter in support of the Chaffee County Community Foundation and Chaffee County Housing Office workforce housing planned development in Salida.

The cost of housing in Chaffee County has increased so rapidly that many of our future students, neighbors and friends, essential workers in our businesses, and seasonal workers supporting our industries, are unable to afford to live here. The proposed planned development at the corner of 3rd Street and Colorado Highway 291 will provide much needed housing for current and future Chaffee County residents, offer our businesses secure housing as a tool for recruiting new talent, and provide seasonal housing opportunities for employees of the education, rafting, skiing, and public land management industries.

As Colorado Mountain College expands in Salida and Poncha Springs, the college expects to bring on additional employees and attract students to the area and a focus on housing for these individuals will be necessary. The college hopes to build on the success of efforts like this one and fully supports the project.

The college is pleased to see this type of community-based development occurring in Salida and it fully supports the work of the Chaffee County Community Foundation and the Chaffee County Housing office to increase the vibrancy of the community and local economy.

Sincerely,

Rachel Pokrandt
Vice President and Campus Dean, Leadville and Chaffee County Campuses



GO GREEN! RIDE THE SHUTTLE!

A Division of Neighbor to Neighbor Volunteers

City of Salida Planning & Zoning Commission and
Salida City Council Members

Dear Planners and Council Members:

Neighbor to Neighbor dba The Chaffee Shuttle understands the need for low-cost housing in Salida. Not only is flexible and affordable housing sorely needed to sustain our amazing community, I am very pleased the development and design team for Jane's Place has thoughtfully acted on my advocacy to include a proposed shuttle stop and ample covered bike parking in their site plan. This demonstrates their commitment to truly listening to input, as well as investing in multi-modal transportation for the community and project residents.

As Executive Director of Chaffee Shuttle, I am constantly on the search for opportunities to design and install multi-modal transportation infrastructure. As we work to build permanent routes to serve the Salida and Chaffee community, having a shuttle stop at Jane's Place will be an important milestone. In addition, it is crucial to achieving the Council's vision of a vibrant, walkable, and sustainable City of Salida.

Not only is Jane's Place commitment to multi-modal transportation admirable, the development itself represents a crucial link in our housing and nonprofit community. Investing in Americorps volunteer housing will build nonprofit capacity throughout the county. In addition, having additional nonprofit drop-in working space and meeting space will be of great benefit to Chaffee Shuttle and the numerous other organizations working in and for this community.

The community has made a commitment to helping facilitate affordable housing, and this development presents exactly the type of project we need to encourage.

Regards,

Sincerely,

Hank Martin MA LPC
Executive Director
Neighbor to Neighbor/The Chaffee Shuttle
hank@chaffeeshuttle.com

54 Jones Avenue, Salida CO 81201
Salida & Buena Vista 719-530-8980
neighborsalida@yahoo.com www.chaffeeshuttle.com

Alpine Achievers Initiative

Megan Strauss – Executive Director

PO Box 399 Saguache, CO 81149

(719) 221-9480

May 3, 2021

Dear Council Members:

I am writing to voice my strong support for the housing and nonprofit development Jane's Place. The flexible and affordable housing is sorely needed to sustain our amazing community. In addition, I am very pleased the development and design team thoughtfully acted on my advocacy to include dedicated AmeriCorps member housing in their building plans. This demonstrates their commitment to truly listening to input, as well as investing in the capacity of our local nonprofits through ensuring access to housing for these much-needed service-oriented community members.

As Executive Director of Alpine Achievers, part of my mission is to help identify, recruit, and place AmeriCorps members with local nonprofits. AmeriCorps members commit to a year of service and live in extremely meager stipends (about \$1,200 a month that needs to cover all living expenses, including housing). While Chaffee nonprofits have been able to attract between 5 and 8 volunteers annually, more could be recruited if housing were available within their price range. Having a 5-bedroom unit reserved for these members at Jane's Place will be a boon to our recruitment efforts and I hope it will result in additional support in Chaffee which means additional staff capacity for our organizations!

Not only is Jane's Place commitment to AmeriCorps members admirable, the development itself represents a crucial link in our housing and nonprofit community. Investing in drop-in and shared working/meeting space for local organizations will build nonprofit capacity throughout the county.

Thus, I want to encourage you to approve and expedite this development. The need is great. The community has expressed a commitment to helping facilitate affordable housing, and this development presents exactly the type of project we need to encourage.

Thank you!

Sincerely,



Megan Strauss
Executive Director
Alpine Achievers Initiative

GREAT FUTURES START HERE.



Boys & Girls Clubs
Of Chaffee County
Salida Branch
P.O. Box 1430
Salida, CO 81201
Tel 719-539- 9500

Boys & Girls Clubs of
Buena Vista Branch
P.O. Box 5148
Buena Vista, CO 81211

Item 8.

Dear Council Members:

I write today to express enthusiastic support for the housing and nonprofit development Jane's Place. There is no greater need in Chaffee County than flexible and affordable housing. I greatly appreciate the design and development team's interest in considering the needs of AmeriCorps members in their building plans. This demonstrates their commitment to listening to input, as well as investing in the capacity of our local nonprofits.

As Executive Director of the Boys & Girls Club of Chaffee County, we rely heavily on the AmeriCorps volunteer program to provide high quality staff at a cost that fits within our budget. We strive every year to reach more youth, more often, especially those that need us most. Our AmeriCorps members bring skills, commitment and engagement, changing the trajectory of hundreds of kids' lives every year. But they cannot help others if they cannot help themselves; and, like many young professionals, affordable housing is consistently their greatest hurdle. In just the past 8 years we have lost out on no fewer than 9 AmeriCorps members because they were unable to locate affordable housing.

Jane's Place represents a crucial link in our housing and nonprofit community. Investing in drop-in and shared working/meeting space for local organizations will build nonprofit capacity throughout the county. AmeriCorps housing will benefit not only the Boys & Girls Club but will in turn increase Chaffee's competitiveness in overall AmeriCorps recruitment. Working families can once again thrive in our community when housing burdens are alleviated.

As the most vital (and largest) youth development organization in Chaffee County, we appreciate the Jane's Place endeavor. Successful housing projects need everyone's support. I appreciate the challenge and admire the work of those who are working tirelessly on our county's most pressing need.

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Beaulieu". The signature is fluid and cursive.

Brian Beaulieu

Executive Director

Boys & Girls Club of Chaffee County

719-539-9500

director@bgcchaffee.org

- 150 -

April 22nd, 2021

City of Salida Planning & Zoning Commission and
Salida City Council Members

Dear Planners and Council Members:

I am writing as an adjacent property owner to the proposed new, adaptive housing project: Jane's Place. I strongly support this development concept for multiple reasons. Principal among them is the fact that this proposal addresses the dire need for affordable housing in this ever-growing community.

I'm excited about this innovative project to help meet one of the most pressing needs in our community, and delighted that it is being proposed to honor Jane Witmer. As a family physician, I share a commitment to the health and wellbeing of this city, and the fact is, individuals and families cannot be healthy without a safe place to call home. Likewise communities cannot be healthy, resilient, and vibrant places without multiple options and styles of attainable housing.

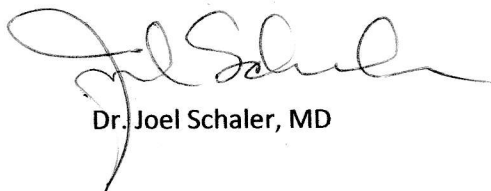
I just viewed the video describing the proposed plan for multiple, small units of affordable housing, including a dedicated residence for AmeriCorps volunteers. The project clearly addresses those in our community who have the greatest need: young adults, local service workers, temporary workers in our recreational and tourist positions, and others in real need, such as survivors of domestic violence and individuals and families in crisis.

Further, I like the thoughtful layout and proposed positive influence this development would likely have on the immediate area, where affordable housing makes a lot of sense. Developing small, affordable units close to downtown would allow foot and bicycle transportation to work places and shops. As an adjacent property owner, I know this development will lend itself to a transformation of the 3rd & 291 intersection to the benefit of all.

Thus, I want to encourage you to approve and expedite this development. The need is great. The community has made a commitment to helping facilitate affordable housing, and this development presents exactly the type of project we need to encourage.

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Schaler". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dr. Joel Schaler, MD



THE ALLIANCE

*Empowering Individuals beyond
domestic and sexual violence*

May 12, 2021

Dear Council Members:

I am writing to voice my strong support for the housing and nonprofit development Jane's Place. Not only is flexible and affordable housing sorely needed to sustain our amazing community, I am very pleased the development and design team is proactively engaging me and my team to consider not only how The Alliance could partner on providing services to Jane's Place tenants, but also how the units could be designed and used for our clients and others in crisis. This demonstrates their commitment to listening to input, and designing a project that truly serves diverse local needs.

We all know the old adage "Why doesn't she just leave?" doesn't address the enormous challenges that survivors face when trying to move beyond abuse. Imagine being someone who is experiencing domestic abuse - you want to leave, but where will you go? Suddenly, you've gone from two incomes to one and are trying to find a safe, sustainable place for you, your children, and your pets to live - all in Chaffee County's extraordinarily competitive and expensive housing market. Without housing, confronting the myriad of physical, emotional, and mental health struggles that come along with experiencing domestic and sexual violence is nearly impossible. After running into one barrier after another, going back and enduring abuse doesn't just seem like an acceptable option for survivors, it seems like the only option.

Jane's Place represents a crucial link in our housing and nonprofit community. Investing in drop-in and shared working/meeting space for local organizations will build nonprofit capacity throughout the county. Americorps housing will increase Chaffee's competitiveness in overall Americorps recruitment. Transitional housing units will ensure those in crisis, new recruits to our workforce, and seasonal workers will have a safe and affordable place to land.

Thus, I want to encourage you to approve and expedite this development. The need is great. The community has expressed a commitment to helping facilitate affordable housing, and this development presents exactly the type of project we need to encourage.

Thank you!

Sincerely,

Shelley Schreiner

Executive Director

The Alliance Against Domestic Abuse

719-539-7347

director@alliancechaffee.org



Jane's Place - affordable housing

Barbara Tidd <slvbarb498@gmail.com>

Thu, May 27, 2021 at 5:54 PM

To: dan.shore@salidaelected.com, jane.templeton@salidaelected.com, Justin.critelli@salidaelected.com, mike.pollock@salidaelected.com, harald.kasper@salidaelected.com, alisa.pappenfort@salidaelected.com, pt.wood@salidaelected.com

Cc: bill.almquist@cityofsalida.com

Dear Salida City Council,

Thank you for the work that you do to ensure an equitable, safe and beautiful place for the Salida community to thrive.

I strongly support the development of Jane's Place and ask that this letter of support go on public record for the June 1, 2021, public hearing.

As a resident of Chaffee County, the housing crisis in Salida is dire and impacts the lives of so many. I know the City of Salida and the County have developed plans and policies to thoughtfully guide smart growth that achieves our values as a diverse, family friendly, inclusive, and affordable community, yet at this time 80% of local workers cannot find affordable housing to rent or buy. People need places to live now, and Jane's Place is one small step toward providing affordable housing. Much more affordable housing is needed immediately. In fact, it was needed years ago.

I am excited that this project will bring 17 housing units to the Salida community, designed to serve immediate local needs. Seasonal employees, new recruits to our workforce, families and individuals in crisis, and Americorps volunteers will be directly served through Jane's Place. The project supports a diverse community and is being developed with equity and inclusion up front, not as an after-thought. Jane's Place aligns with the values of the City of Salida and its citizens.

I value the community driven process adopted by our City and County officials to achieve the broader goals of our community so we can live, work, and play in a place where everyone has a fair shot at a good life which is emulated in Jane's Place.

Again, I strongly urge you to vote to move Jane's Place forward to become a reality.

Regards,

Barbara Tidd

--

719.221.8434

May my soul bloom in love for all existence. - Rudolf Steiner

Be the change you wish to see in the world. - Ghandi

Not everything that is faced can be changed, but nothing can be changed until it is faced. - James Baldwin



Jane's Place

Chenoa King <chenobiwon@gmail.com>

To: harald.kasper@salidaelected.com

Cc: bill.almquist@cityofsalida.com

Tue, May 25, 2021 at 5:01 PM

Dear Salida City Council,

Thank you for the work that you do to ensure an equitable, safe and beautiful place for the Salida community to thrive.

I support the development of Jane's Place and ask that this letter of support go on public record for the June 1st, 2021, public hearing.

As a resident of Chaffee County, the housing crisis in Salida is dire and impacts the lives of many. I know the City of Salida and the County has developed plans and policies to thoughtfully guide smart growth that achieves our values as a diverse, family friendly, inclusive, and affordable community, yet presently eighty percent of local workers can't find housing that is affordable to rent or to buy. People need homes now and Jane's Place will provide a near term solution.

I am excited that this project will bring 17 housing units to the Salida community, designed to serve immediate local needs. Seasonal employees, new recruits to our workforce, families and individuals in crisis, & Americorps volunteers will be directly served through Jane's Place. The project supports a diverse community and is developed with equity and inclusion on the on-set, not as an after-thought. The values of the City of Salida and its citizens align with Jane's Place.

I value the community driven process adopted by our city and county officials to achieve the broader goals of our community so we can live, work, and play in a place where everyone has a fair shot at a good life which is emulated in Jane's Place.

Sincerely,

Chenoa King

Sent from my iPhone



Fwd: For Public Record For Jane's Place hearing June 1st,2021

Bill Almquist <bill.almquist@cityofsalida.com>
To: Bill Almquist <bill.almquist@cityofsalida.com>

Thu, May 27, 2021 at 5:56 PM

----- Forwarded message -----

From: **Michael** <kunk.lws@gmail.com>
Date: Thu, May 27, 2021 at 3:54 PM
Subject: For Public Record For Jane's Place hearing June 1st,2021
To: <Publiccomment@cityofsalida.com>

City of Salida Council Representatives

Dear Council Members,

This letter is an invitation for an opportunity to enhance our Salida community. We believe the Salida we fell in love with, and moved our family and business to 22 years ago, still exists. The welcoming, caring, and active community is still intact, though it is growing in leaps and bounds. The caring community is being called to action.

Most of us are fully aware of the housing crisis in and around Salida. I need not list all the reasons as they have been discussed again and again. Many discussions, very little progress. This is an important issue that needs to progress more quickly. Our work force is slim and diminishing continually as real estate prices continue to rise and long term rentals are becoming rare.

Janes Place is a private/public project that will offer some housing solutions for 35-50 people (a variety of people: homeless, volunteer, youth with disabilities, formerly incarcerated, seasonal employees and new workforce recruits) to attain housing at reasonable prices. It could allow the residents time to find a more permanent housing situation and/or employment. Janes Place won't come close to solving the housing problem overall, but it is definitely a step in the right direction.

My husband and I are all in on supporting the Janes Place project. We believe this project can be an inspiration to other entities to step up and take on similar projects.

As we can't seem to solve the housing crisis with one big solution we need to move ahead with more smaller solutions. Doing nothing will hurt Salida in the long run. We don't want to be a community that has to bus in workers from homes hours away. We trust that the caring community that welcomed us 22 years ago is alive and well. We believe it is important for the Council to give resounding support to Janes Place. A model project like Janes Place will show this community that we can make a big difference with a small footprint, and more small projects can make an even bigger difference.

Thank you for your service to our community, and thank you for your thoughtful consideration of this project.

Respectfully,

Colleen and Michael Kunkel

--
Bill Almquist
Community Development Director



(719) 530-2634



Jane's Place

Evan <orangeevan@gmail.com>

Thu, May 27, 2021 at 7:02 PM

To: dan.shore@salidaelected.com, jane.templeton@salidaelected.com, Justin.critelli@salidaelected.com, mike.pollock@salidaelected.com, harald.kasper@salidaelected.com, alisa.pappenfort@salidaelected.com

Cc: bill.almquist@cityofsalida.com

Dear Salida City Council,

Thank you for the work that you do to ensure an equitable, safe and beautiful place for the Salida community to thrive.

I support the development of Jane's Place and ask that this letter of support go on public record for the June 1st, 2021, public hearing.

As a resident of Chaffee County, the housing crisis in Salida is dire and impacts the lives of many. I know the City of Salida and the County has developed plans and policies to thoughtfully guide smart growth that achieves our values as a diverse, family friendly, inclusive, and affordable community, yet presently eighty percent of local workers can't find housing that is affordable to rent or to buy. People need homes now and Jane's Place will provide a near term solution.

I am excited that this project will bring 17 housing units to the Salida community, designed to serve immediate local needs. Seasonal employees, new recruits to our workforce, families and individuals in crisis, & Americorps volunteers will be directly served through Jane's Place. The project supports a diverse community and is developed with equity and inclusion on the on-set, not as an after-thought. The values of the City of Salida and its citizens align with Jane's Place.

I value the community driven process adopted by our city and county officials to achieve the broader goals of our community so we can live, work, and play in a place where everyone has a fair shot at a good life which is emulated in Jane's Place.

Sincerely,
Evan Paul



Support for Jane's Place

Jennifer Swan <queedub@gmail.com>

Mon, May 24, 2021 at 6:53 AM

To: Dan Shore <dansshore@yahoo.com>, "P.T. Wood" <ptwoodmayor@gmail.com>, Alisa Pappenfort <alisapappenfort@gmail.com>, Harald Kaspar <harald.kaspar@gmail.com>, jane.templeton@salidaelected.com, Justin Critelli <justin.critelli@salidaelected.com>, mike.pollock@salidaelected.com, Bill Almquist <bill.almquist@cityofsalida.com>

Dear Salida City Council,

Thank you for the work that you do to ensure an equitable, safe and beautiful place for the Salida community to thrive.

I support the development of Jane's Place and ask that this letter of support go on public record for the June 1st, 2021, public hearing.

As a resident of Chaffee County, the housing crisis in Salida is dire and impacts the lives of many. I know the City of Salida and the County has developed plans and policies to thoughtfully guide smart growth that achieves our values as a diverse, family friendly, inclusive, and affordable community, yet presently eighty percent of local workers can't find housing that is affordable to rent or to buy. People need homes now and Jane's Place will provide a near term solution.

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I value the community driven process adopted by our city and county officials to achieve the broader goals of our community so we can live, work, and play in a place where everyone has a fair shot at a good life which is emulated in Jane's Place.

Sincerely,

Jennifer Swan

630 E Street, Salida CO



Support for Jane's Place

Kimberly Wimprine <kimwimprine@gmail.com>

Mon, May 24, 2021 at 9:52 AM

To: dan.shore@salidaelected.com, jane.templeton@salidaelected.com, Justin.critelli@salidaelected.com, mike.pollock@salidaelected.com, harald.kasper@salidaelected.com, alisa.pappenfort@salidaelected.com, pt.wood@salidaelected.com, bill.almquist@cityofsalida.com

Dear Salida City Council,

Thank you for the work that you do to ensure an equitable, safe and beautiful place for the Salida community to thrive.

I support the development of Jane's Place and ask that this letter of support go on public record for the June 1st, 2021, public hearing.

As a resident of Chaffee County, the housing crisis in Salida is dire and impacts the lives of many. I know the City of Salida and the County has developed plans and policies to thoughtfully guide smart growth that achieves our values as a diverse, family friendly, inclusive, and affordable community, yet presently eighty percent of local workers can't find housing that is affordable to rent or to buy. People need homes now and Jane's Place will provide a near term solution.

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I value the community driven process adopted by our city and county officials to achieve the broader goals of our community so we can live, work, and play in a place where everyone has a fair shot at a good life which is emulated in Jane's Place.

Sincerely,

Kim Wimprine



Jane's Place - Affordable Housing

Nick Ryder <ryder.nicholas@gmail.com>

Mon, May 24, 2021 at 4:45 PM

To: Dan Shore <dan.shore@salidaelected.com>, Jane Templeton <jane.templeton@salidaelected.com>, Justin.critelli@salidaelected.com, Mike Pollock <mike.pollock@salidaelected.com>, Harald Kasper <harald.kasper@salidaelected.com>, pt.wood@salidaelected.com
Cc: bill.almquist@cityofsalida.com

Hi Salida City Council,

Happy Monday, quick thank you for all the work you do for our community. I have listened to and attended many meetings and I appreciate the thought and discussion you put into projects that affect our community.

I am writing in support of the development of Jane's Place and ask that this letter of support go on public record for the June 1st, 2021, public hearing.

I had the opportunity to speak at the Upchurch annexation and approval of R-2 Zoning and the sentiment that I had in that meeting is the same I would like to bring to this discussion. We all know that Chaffee County is in a housing crisis and whether it directly impacts you or your friends looking to live here, or it affects the workers at the community businesses you enjoy, it is a crisis.

With the staggering statistic that 80% of the local workforce having trouble finding homes here to rent or buy, we are not creating a very diverse and equitable community. Jane's place would continue to put a dent in the ongoing crisis that our community faces.

Adding an additional 17 housing units to the Salida community, designed to serve immediate local needs is part of the solution we need. Please continue to put the needs of our current and future residents first by adding attainable housing to our community.

Thank you,
Nick Ryder
Salida Resident



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date June 1, 2021
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ITEM

Resolution 2021-17 – A Resolution Approving a Lease with Chaffee County for Office Space Located at 448 E. 1st Street, Suite 209 for the Chaffee Housing Authority

BACKGROUND

Following the formation of the Chaffee Housing Authority (“CHA”) in late 2020, the CHA has begun to take on additional workload which in turn has required staffing additions. Previously, as the Chaffee Housing Office, office space was only needed for one employee; however, now the office space need includes up to three employees.

The City of Salida owns half of the Touber Building in conjunction with Chaffee County, including space on the second floor previously occupied by Western State College as a small business incubator site. These offices occupied by small businesses were vacated during the Covid-19 pandemic, and they have remained unfilled for the past 9 months. The County placed its Housing Office in an office space in the Touber Building, but that space cannot accommodate three employees. With the City’s empty space, the CHA can move out of its existing space and utilize Suite 209 for its ongoing operations.

The City and CHA have reviewed the attached lease in conjunction with attorneys from both the City and County approving the language.

FISCAL NOTE

There is no cost or revenue associated with the lease. The City will utilize this lease as in-kind contribution to the CHA as part of our ongoing support and partnership for the fledgling institution.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date June 1, 2021
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STAFF RECOMMENDATION

Staff recommends approval of Resolution 2021-17 to establish a lease for office space for the Chaffee Housing Authority in the Touber Building.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2021-17", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2021-17
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING A LEASE WITH CHAFFEE COUNTY FOR OFFICE SPACE LOCATED AT 448
E. 1ST STREET, SUITE 209 FOR THE CHAFFEE HOUSING AUTHORITY**

WHEREAS, the City of Salida is half owner of an office facility located at 448 E. 1st Street, known as the Touber Building; and

WHEREAS, the newly formed Chaffee Housing Authority is in need of new office space; and

WHEREAS, Suite 209 of the Touber Building is currently unoccupied; and

WHEREAS, the Salida City Council desires to support the Chaffee Housing Authority in its mission to provide affordable, workforce, and attainable housing; and

WHEREAS, the Salida City Council desires to enter into a lease with Chaffee County to allow the Chaffee Housing Authority to occupy Suite 209 of the Touber Building.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council hereby approves a Lease Agreement, attached hereto as Exhibit A, and instructs the Mayor or City Administrator to execute the document.

RESOLVED, APPROVED, AND ADOPTED this 1st day June, 2021.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of May 1, , 2021, is made by and between the City of Salida, a Colorado statutory municipality (the "City"), located at 448 E 1st Street, Salida, CO 81201 and Chaffee County ("Tenant"), with a legal business address of P.O. Box 699, Salida, Colorado 81201 .

1. Definitions. In this Lease, the words and phrases defined below shall have the meanings indicated:

1.1. "Leased Premises" shall mean an office(s) within the Toubert Building located at 448 E 1st Street, Suite 209, Salida, Colorado, which consists as of the date of this Lease of approximately 368 square feet, as shown in Exhibit A and included herein by this reference.

1.2. "Building" shall mean the building existing on the Leases Premises as of the date of this Lease.

2. Lease, Term and Termination.

2.1. The City hereby leases the Leased Premises to Tenant on the terms and conditions in this Lease.

2.2. Tenant acknowledges having had the opportunity to inspect the Leased Premises, having accepted the Leased Premises "as is," and that the City makes no representations or warranties of any kind with regard to the condition of the Leased Premises, the Building or the Common Areas.

2.3. The term of this Lease shall be for a period of one (1) year commencing at 12:01 a.m. May 1, 2021 (the "Effective Date") and ending at 11:59 p.m. on April 30, 2022 (the "Term"), subject to the "Options" below.

2.4. This Lease shall be terminated by either party at any time, upon thirty (30) days written notice.

3. Utilities.

3.1. Charges. City shall pay for all utility charges including gas, electricity, water, telephone, data, and any other utility services used by Tenant. City shall pay all such charges directly to the provider of the services.

3.2. Interruption. In no event shall the City be liable for any interruption or failure to the supply of any utility to the Leased Premises.

4. Rent.

4.1. Base Rent.

a. Tenant shall pay Rent to the City in the amount of \$00.00 per month on or before the 1st day of each calendar month.

5. Use of Leased Premises.

5.1. Permissible Uses. Tenant may use the Leased Premises only for typical office and/or business purposes, and for no other purpose whatsoever, except with the City's prior written consent.

5.2. Compliance. Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, non-profit, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install anything that overloads any electrical paneling, circuitry or wiring or structural element of the Building and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction.

5.3. Limitations. Tenant may not make any use of the Leased Premises that would be prohibited by law or the terms of the Lease.

6. Taxes. Tenant shall be responsible for, and shall pay promptly when due, if applicable, any and all taxes and assessments levied or assessed against any business purpose or function, furniture, fixtures, equipment and items of a similar nature, for which Tenant may be responsible.

7. Maintenance. Tenant shall be responsible for maintenance and repair of the interior portions of Leased Premises, and Tenant shall maintain the Leased Premises in substantially the same condition as at the commencement of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for all repairs to the Leased Premises or Property that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, or Tenant's clients, guests or invitees.

8. Insurance. Tenant shall be solely responsible for insuring the Leased Premises, including equipment, furnishings, fixtures, leasehold improvements and contents, against loss resulting from fire, blood or other casualty. In addition, Tenant shall procure, pay for and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the Leased Premises with limits of not less than \$1,000,000.00 for injury coverage and \$500,000.00 property damage coverage. Certificates for such insurance shall be delivered to the City and shall provide that said insurance shall not be changed, modified, reduced or cancelled without thirty (30) days prior written notice to the City. The City shall be named as additional insured on all of Tenant's insurance policies.

9. Alterations. Tenant shall not make any alterations to the Leased Premises that affect any structural element or portion of the Building or the Property, without the prior written consent of the City, which may be withheld in its sole discretion.

10. Signs. All signs must meet applicable code regulations and be properly permitted.

11. Damage, Destruction, Condemnation.

11.1. **Damage or Destruction.** If the Leased Premises or the Building are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of the City, it is not feasible to repair or rebuild, the City may, in its sole discretion, terminate this Lease. If the Leased Premises are partially damaged by fire or other casualty, not caused by Tenant's negligence, and are not rendered unleaseable, as determined by the City, the City will allow an equitable reduction in the rent until repair shall be substantially completed.

11.2. **Condemnation.** If any more than twenty-five percent (25%) of the Building in which the Leased Premises is located is taken for public purposes by any governmental or other entity having the power of condemnation, this Lease shall terminate as of the date legal title vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. The City shall have the exclusive right to any award made by the condemning authority. Tenant waives and relinquishes any and all claims Tenant may have against such award and all other claims for compensation or damages against the City arising from condemnation.

12. **Assignment or Subletting.** Tenant may not assign this Lease nor sublet the Leased Premises or any part thereof, without the written consent of the City.

13. **Subordination.** Tenant acknowledges that this Lease is subordinate to any mortgage, trust deed, or ground lease which may now or later affect the Leased Premises and to any advances made, interest, and all renewals, replacements, and extensions. In the event of the sale or assignment of the City's interest in the Building or in the event of any foreclosure proceedings or the exercise of a power of sale under any mortgage made by the City covering the Leased Premises, Tenant shall attorn to the purchaser and recognize such purchaser as the Lessor and/or Landlord under this Lease.

14. **Acts or Omission of Others.** The City and its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of Tenant, its guests or invitees, nor caused by persons who are trespassers on or in the Building, nor for any loss or damage caused.

15. **Interest.** Any amount due to the City that is not paid when due shall bear interest at six percent (6%) per annum from the due date until paid in full. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

16. **Notice.** All notices, demands and requests that may be or are required to be given by either party to the other shall be in writing. Any notice given by mail shall be effective as of the date of mailing.

16.1. **Notice to Tenant.** Notices shall be properly given if served personally on Tenant or an employee of Tenant, posted on the Leased Premises or sent by United States mail, to the following address:

Becky Gray, Director of Housing
Chaffee County
P.O. Box 699
Salida, Colorado 81201]

16.2. Notice to the City. Notices shall be properly given if hand delivered to the City Clerk's office or sent by United States mail to the following address:

Erin Kelley, City Clerk
 City of Salida
 448 E 1st Street
 Salida, CO 81201

17. Controlling Law and Venue. This Lease shall be construed consistently with the laws of the State of Colorado, and venue for any legal dispute arising out of this Lease shall be in Chaffee County, Colorado.

18. Partial Invalidity. If any term, covenant or condition of this Lease shall be ruled invalid or unenforceable to any extent, the remainder of this Lease shall not be affected. Each term, covenant, and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

19. Default – Remedies.

19.1. Monetary Default. Upon Tenant's failure to pay Rent or any other monetary item in full on the due date or by expiration of any grace period provided in this Lease, the City shall give Tenant written notice specifying such breach and allowing fifteen (15) calendar days for cure. If Tenant fails to cure the breach within the notice period, by paying in full all amounts required to cure such breach (including, but not limited to, any interest or late charge which may accrue during the notice period), Tenant shall be in default under this Lease.

19.2. Non-Monetary Default. If Tenant fails to timely perform any non-monetary obligation of this Lease, the City shall give written notice to Tenant specifying such breach and allowing sixty (60) calendar days for cure. Tenant may cure such breach by tendering performance in full as required during such notice period or, if the breach is of a nature that it cannot be cured by diligent effort during the notice period, Tenant may cure by undertaking a course of performance within the notice period and diligently pursuing it. If Tenant fails to cure its breach or to undertake such course of performance within the notice period, Tenant shall be in default under this Lease.

19.3. Remedies. If Tenant shall be in default, the City shall have all remedies as may be available to landlords under applicable law, and may immediately retake possession of the Leased Premises and remove all persons and property therefrom in any manner permitted by applicable law. The City may, at its option, at any time thereafter, relet the Leased Premises or any part thereof of the account of Tenant or otherwise, receive and collect the rents therefore, apply the rent to the payment of expenses as the City may have incurred in recovering possession and for putting the same in good order for re-rental, and expenses, commissions, and charges paid by the City in reletting the Leased Premises. Any reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting the Leased Premises, the City may occupy the same or cause the same to be occupied by others. Whether or not the Leased Premises or any part is relet, Tenant shall pay the City the rent and all other charges required to be paid by Tenant until the end of the term of this Lease, less the net amount received by the City for reletting,

if any. Unless waived by written notice from the City to Tenant, no action taken by the City to obtain possession of the Leased Premises or to recover any amount due to the City shall be taken as a waiver of the City's right to require full and complete performance by Tenant of all terms of this Lease, including payment of all amounts due, or as an election by the City to terminate this Lease. If the Leased Premises are reoccupied by the City, and regardless of whether the Leased Premises shall be relet or possessed by the City, all fixtures, additions, furnitures, and the like then on the Leased Premises be retained by the City.

19.4. Insolvency or Bankruptcy. If Tenant makes an assignment of Tenant's business or property for the benefit of creditors, or if Tenant's leasehold interest shall be levied upon by execution or seized by virtue of any writ issued by any court, or if application be made for the appointment of a receiver for the business or property of Tenant, or if a petition in bankruptcy shall be filed by or against Tenant, then, at the City's option, with or without notice, the City may terminate this Lease and immediately retake possession of the Leased Premises without the retaking working a forfeiture of the obligations of Tenant.

19.5. Other Remedies. No one remedy conferred upon or reserved to the City shall be considered exclusive of any other remedy; but all remedies shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity, or by statute. All powers and remedies given to the City by this Lease may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of the City to exercise any right or power arising from any default shall impair any such right or power or be considered to be a waiver of any rights arising from the default nor acquiescence in the default. The acceptance of rent by the City after default shall not be deemed to be a waiver of any breach of the covenants contained in this Lease nor of any of the rights of the City.

19.6. Joint and Several Obligations and Liabilities. The obligations and liabilities of all persons identified herein as the Tenant are joint and several.

20. Legal Proceedings. In any legal proceedings involving this Lease, the prevailing party shall be entitled to recover from the other, and the court shall specifically award, in addition to any other relief granted, costs and expenses incurred by the prevailing party in such proceedings, including court costs and reasonable fees and disbursements of the prevailing party's legal counsel.

21. Entire Agreement. This Lease and the documents referred to herein set forth all the promises, agreements, conditions, and understandings between the City and Tenant relative to the Leased Premises and there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. No modification of this Lease shall be binding upon the parties unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the dates shown below their respective signatures.

CITY OF Salida, a Colorado home rule municipality

By: _____
PT Wood, Mayor

ATTEST:

By: _____
Erin Kelley, City Clerk

TENANT:

Chaffee County Board of County Commissioners

By: _____

Print Name: Greg Felt

Its: Chairman

STATE OF COLORADO)
) ss.
COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

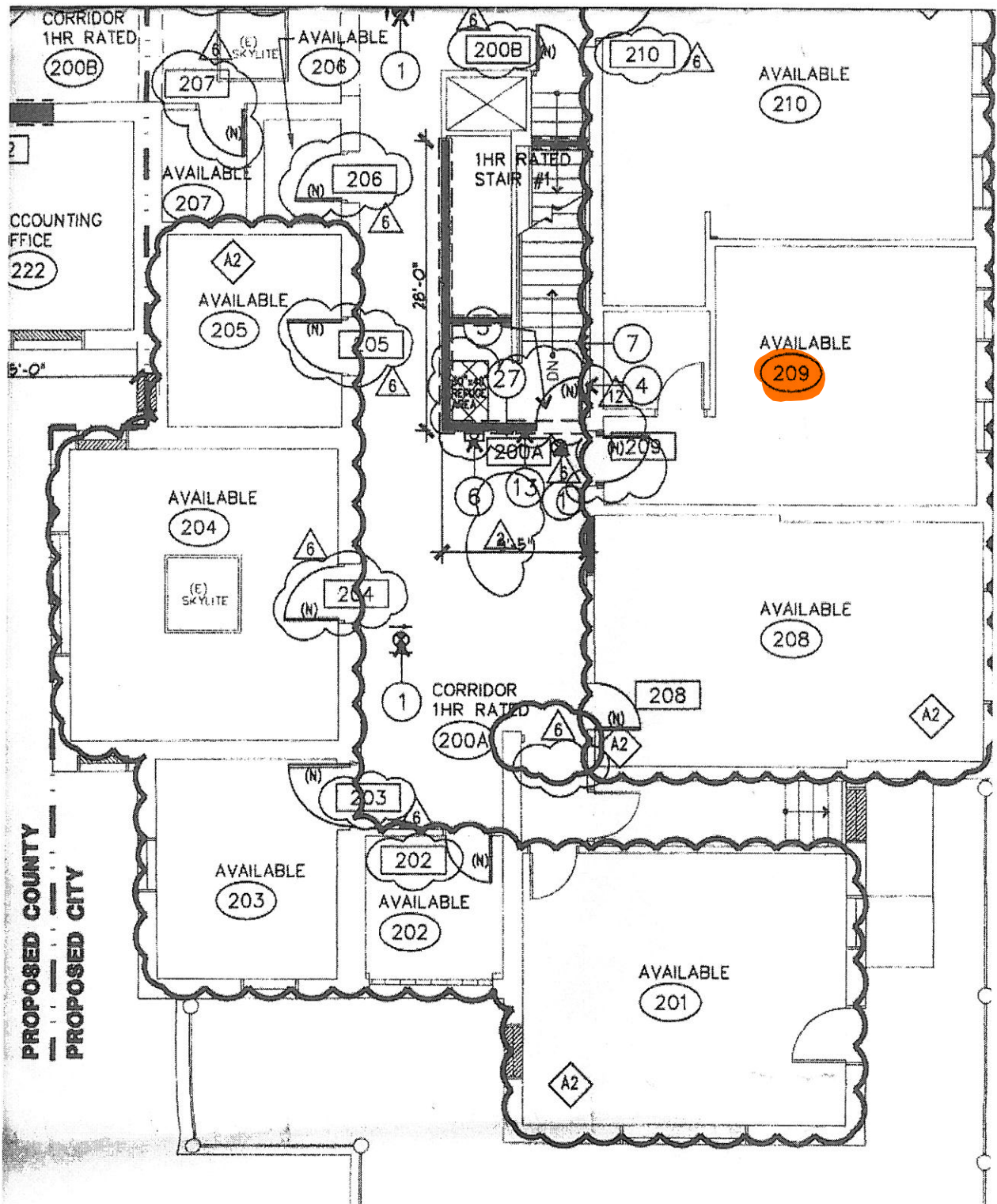
WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

[S E A L]

EXHIBIT A
PREMISES



Location	Room #	Approximate Dimensions *	Square Footage
1st Floor, Main Corridor	133	23.5 x 13.5	317
1st Floor, Main Corridor	134	15.5 x 13.5	209
1st Floor, Main Corridor	135	12 x 14	168
2nd Floor, South Front	201	21 x 17.5	368
2nd Floor, South Front	202	12 x 14	168
2nd Floor, South Front	203	18.5 x 17.5	324
2nd Floor, SE - West side of hall	204	12.5 x 11.5	144
2nd Floor, SE - West side of hall	205	5 x 6.5	33
2nd Floor, SE - West side of hall	206	5.5 x 7	39
2nd Floor, SE - West side of hall	207	9 x 9.5	86
2nd Floor, SE - East side of hall	208	16 x 25.5	408
2nd Floor, SE - East side of hall	209	12.5 x 24 + 4 x 17	368
2nd Floor - East side of hall	210	24 x 16.5 + 6.5 x 4.5	425
2nd Floor, NE corner	211-215	21 x 39.5	830
		Totals	3,885



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date June 1, 2021
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ITEM

Resolution 2021-18 – A Resolution Approving a Lease with Full Circle Restorative Justice for Office Space Located at 448 E. 1st Street, Suite 208

BACKGROUND

The City of Salida has been approached by Full Circle Restorative Justice (FCRJ) to lease office space in a City facility located at 448 E. 1st Street in Salida. The City of Salida owns half of the Touber Building in conjunction with Chaffee County, including space on the second floor previously occupied by Western State College as a small business incubator site. These offices occupied by small businesses were vacated during the Covid-19 pandemic, and they have remained unfilled for the past 9 months. The County has housed FCRJ at the County Courthouse (104 Crestone Avenue), but that space has reached capacity and office space is needed for other uses. With the City's empty space, FCRJ can move out of its existing space and utilize Suite 208 for its ongoing operations.

The City and FCRJ have reviewed the attached lease in conjunction with the City Attorney approving the language.

FISCAL NOTE

There is revenue associated with the lease of \$900 per month; however, the Lease Agreement contemplates the City not collecting this money. The City will utilize this lease as in-kind contribution to the FCRJ as part of our ongoing support and partnership for the organization.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2021-18 to establish a lease for office space for Full Circle Restorative Justice in the Touber Building.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date June 1, 2021
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SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2021-18", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2021-18
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING A LEASE WITH FULL CIRCLE RESTORATIVE JUSTICE FOR OFFICE
SPACE LOCATED AT 448 E. 1ST STREET, SUITE 209**

WHEREAS, the City of Salida is half owner of an office facility located at 448 E. 1st Street, known as the Touber Building; and

WHEREAS, Full Circle Restorative Justice is in need of new office space; and

WHEREAS, Suite 208 of the Touber Building is currently unoccupied; and

WHEREAS, the Salida City Council desires to support Full Circle Restorative Justice in its mission to pursue justice and a global social change movement that endorses peaceful approaches to harm, problem-solving, and violations of legal and human rights; and

WHEREAS, the Salida City Council desires to enter into a lease with Full Circle Restorative Justice to occupy Suite 208 of the Touber Building.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council hereby approves a Lease Agreement, attached hereto as Exhibit A, and instructs the Mayor or City Administrator to execute the document.

RESOLVED, APPROVED, AND ADOPTED this 1st day June, 2021.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of May 27th, 2021, is made by and between the City of Salida, a Colorado statutory municipality (the "City"), located at 448 E 1st Street, Suite 112, Salida, CO 81201 and Full Circle Restorative Justice ("Tenant"), with a legal business address of 448 E. 1st Street, Suite 208, Salida, CO 81201.

1. Definitions. In this Lease, the words and phrases defined below shall have the meanings indicated:

1.1. "Leased Premises" shall mean an office(s) within the Toubert Building located at 448 E 1st Street, Suite 208, Salida, Colorado, which consists as of the date of this Lease of approximately 408 square feet, as shown in Exhibit A and included herein by this reference.

1.2. "Building" shall mean the building existing on the Leases Premises as of the date of this Lease.

2. Lease, Term and Termination.

2.1. The City hereby leases the Leased Premises to Tenant on the terms and conditions in this Lease.

2.2. Tenant acknowledges having had the opportunity to inspect the Leased Premises, having accepted the Leased Premises "as is," and that the City makes no representations or warranties of any kind with regard to the condition of the Leased Premises, the Building or the Common Areas.

2.3. The term of this Lease shall be for a period of one (1) year commencing at 12:01 a.m. May 27th, 2021 (the "Effective Date") and ending at 11:59 p.m. on May 26, 2022 (the "Term"), subject to the "Options" below.

2.4. This Lease shall be terminated by either party at any time, upon thirty (30) days written notice.

3. Utilities.

3.1. Charges. The City shall pay for all utility charges including gas, electricity, water, telephone, data, and any other utility services used by Tenant. The City shall pay all such charges directly to the provider of the services.

3.2. Interruption. In no event shall the City be liable for any interruption or failure to the supply of any utility to the Leased Premises.

4. Rent.

4.1. Base Rent.

a. Tenant shall pay Rent to the City in the amount of \$900 per month on or before the 1st day of each calendar month. This rental amount will be provided as in-kind to the Tenant by the City and will be waived each month.

5. Use of Leased Premises.

5.1. Permissible Uses. Tenant may use the Leased Premises only for typical office and/or business purposes, and for no other purpose whatsoever, except with the City's prior written consent.

5.2. Compliance. Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, non-profit, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install anything that overloads any electrical paneling, circuitry or wiring or structural element of the Building and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction.

5.3. Limitations. Tenant may not make any use of the Leased Premises that would be prohibited by law or the terms of the Lease.

6. Taxes. Tenant shall be responsible for, and shall pay promptly when due, if applicable, any and all taxes and assessments levied or assessed against any business purpose or function, furniture, fixtures, equipment and items of a similar nature, for which Tenant may be responsible.

7. Maintenance. Tenant shall be responsible for maintenance and repair of the interior portions of Leased Premises, and Tenant shall maintain the Leased Premises in substantially the same condition as at the commencement of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for all repairs to the Leased Premises or Property that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, or Tenant's clients, guests or invitees.

8. Insurance. Tenant shall be solely responsible for insuring the Leased Premises, including equipment, furnishings, fixtures, leasehold improvements and contents, against loss resulting from fire, blood or other casualty. In addition, Tenant shall procure, pay for and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the Leased Premises with limits of not less than \$1,000,000.00 for injury coverage and \$500,000.00 property damage coverage. Certificates for such insurance shall be delivered to the City and shall provide that said insurance shall not be changed, modified, reduced or cancelled without thirty (30) days prior written notice to the City. The City shall be named as additional insured on all of Tenant's insurance policies.

9. Alterations. Tenant shall not make any alterations to the Leased Premises that affect any structural element or portion of the Building or the Property, without the prior written consent of the City, which may be withheld in its sole discretion.

10. Signs. All signs must meet applicable code regulations and be properly permitted.

11. Damage, Destruction, Condemnation.

11.1. Damage or Destruction. If the Leased Premises or the Building are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of the City, it is not feasible to repair or rebuild, the City may, in its sole discretion, terminate this Lease. If the Leased Premises are partially damaged by fire or other casualty, not caused by Tenant's negligence, and are not rendered unleaseable, as determined by the City, the City will allow an equitable reduction in the rent until repair shall be substantially completed.

11.2. Condemnation. If any more than twenty-five percent (25%) of the Building in which the Leased Premises is located is taken for public purposes by any governmental or other entity having the power of condemnation, this Lease shall terminate as of the date legal title vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. The City shall have the exclusive right to any award made by the condemning authority. Tenant waives and relinquishes any and all claims Tenant may have against such award and all other claims for compensation or damages against the City arising from condemnation.

12. Assignment or Subletting. Tenant may not assign this Lease nor sublet the Leased Premises or any part thereof, without the written consent of the City.

13. Subordination. Tenant acknowledges that this Lease is subordinate to any mortgage, trust deed, or ground lease which may now or later affect the Leased Premises and to any advances made, interest, and all renewals, replacements, and extensions. In the event of the sale or assignment of the City's interest in the Building or in the event of any foreclosure proceedings or the exercise of a power of sale under any mortgage made by the City covering the Leased Premises, Tenant shall attorn to the purchaser and recognize such purchaser as the Lessor and/or Landlord under this Lease.

14. Acts or Omission of Others. The City and its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of Tenant, its guests or invitees, nor caused by persons who are trespassers on or in the Building, nor for any loss or damage caused.

15. Interest. Any amount due to the City that is not paid when due shall bear interest at six percent (6%) per annum from the due date until paid in full. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

16. Notice. All notices, demands and requests that may be or are required to be given by either party to the other shall be in writing. Any notice given by mail shall be effective as of the date of mailing.

16.1. Notice to Tenant. Notices shall be properly given if served personally on Tenant or an employee of Tenant, posted on the Leased Premises or sent by United States mail, to the following address:

Kimberly Parker
 Full Circle Restorative Justice
 448 E. 1st Street, Suite 208
 Salida, CO 81201

16.2. Notice to the City. Notices shall be properly given if hand delivered to the City Clerk's office or sent by United States mail to the following address:

Erin Kelley, City Clerk
 City of Salida
 448 E 1st Street, Suite 112
 Salida, CO 81201

17. Controlling Law and Venue. This Lease shall be construed consistently with the laws of the State of Colorado, and venue for any legal dispute arising out of this Lease shall be in Chaffee County, Colorado.

18. Partial Invalidity. If any term, covenant or condition of this Lease shall be ruled invalid or unenforceable to any extent, the remainder of this Lease shall not be affected. Each term, covenant, and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

19. Default – Remedies.

19.1. Monetary Default. Upon Tenant's failure to pay Rent or any other monetary item in full on the due date or by expiration of any grace period provided in this Lease, the City shall give Tenant written notice specifying such breach and allowing fifteen (15) calendar days for cure. If Tenant fails to cure the breach within the notice period, by paying in full all amounts required to cure such breach (including, but not limited to, any interest or late charge which may accrue during the notice period), Tenant shall be in default under this Lease.

19.2. Non-Monetary Default. If Tenant fails to timely perform any non-monetary obligation of this Lease, the City shall give written notice to Tenant specifying such breach and allowing sixty (60) calendar days for cure. Tenant may cure such breach by tendering performance in full as required during such notice period or, if the breach is of a nature that it cannot be cured by diligent effort during the notice period, Tenant may cure by undertaking a course of performance within the notice period and diligently pursuing it. If Tenant fails to cure its breach or to undertake such course of performance within the notice period, Tenant shall be in default under this Lease.

19.3. Remedies. If Tenant shall be in default, the City shall have all remedies as may be available to landlords under applicable law, and may immediately retake possession of the Leased Premises and remove all persons and property therefrom in any manner permitted by applicable law. The City may, at its option, at any time thereafter, relet the Leased Premises or any part thereof of the account of Tenant or otherwise, receive and collect the rents therefore, apply the rent to the payment of expenses as the City may have incurred in recovering possession and for putting the same in good order for re-rental, and expenses, commissions, and charges paid by

the City in reletting the Leased Premises. Any reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting the Leased Premises, the City may occupy the same or cause the same to be occupied by others. Whether or not the Leased Premises or any part is relet, Tenant shall pay the City the rent and all other charges required to be paid by Tenant until the end of the term of this Lease, less the net amount received by the City for reletting, if any. Unless waived by written notice from the City to Tenant, no action taken by the City to obtain possession of the Leased Premises or to recover any amount due to the City shall be taken as a waiver of the City's right to require full and complete performance by Tenant of all terms of this Lease, including payment of all amounts due, or as an election by the City to terminate this Lease. If the Leased Premises are reoccupied by the City, and regardless of whether the Leased Premises shall be relet or possessed by the City, all fixtures, additions, furnitures, and the like then on the Leased Premises be retained by the City.

19.4. Insolvency or Bankruptcy. If Tenant makes an assignment of Tenant's business or property for the benefit of creditors, or if Tenant's leasehold interest shall be levied upon by execution or seized by virtue of any writ issued by any court, or if application be made for the appointment of a receiver for the business or property of Tenant, or if a petition in bankruptcy shall be filed by or against Tenant, then, at the City's option, with or without notice, the City may terminate this Lease and immediately retake possession of the Leased Premises without the retaking working a forfeiture of the obligations of Tenant.

19.5. Other Remedies. No one remedy conferred upon or reserved to the City shall be considered exclusive of any other remedy; but all remedies shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity, or by statute. All powers and remedies given to the City by this Lease may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of the City to exercise any right or power arising from any default shall impair any such right or power or be considered to be a waiver of any rights arising from the default nor acquiescence in the default. The acceptance of rent by the City after default shall not be deemed to be a waiver of any breach of the covenants contained in this Lease nor of any of the rights of the City.

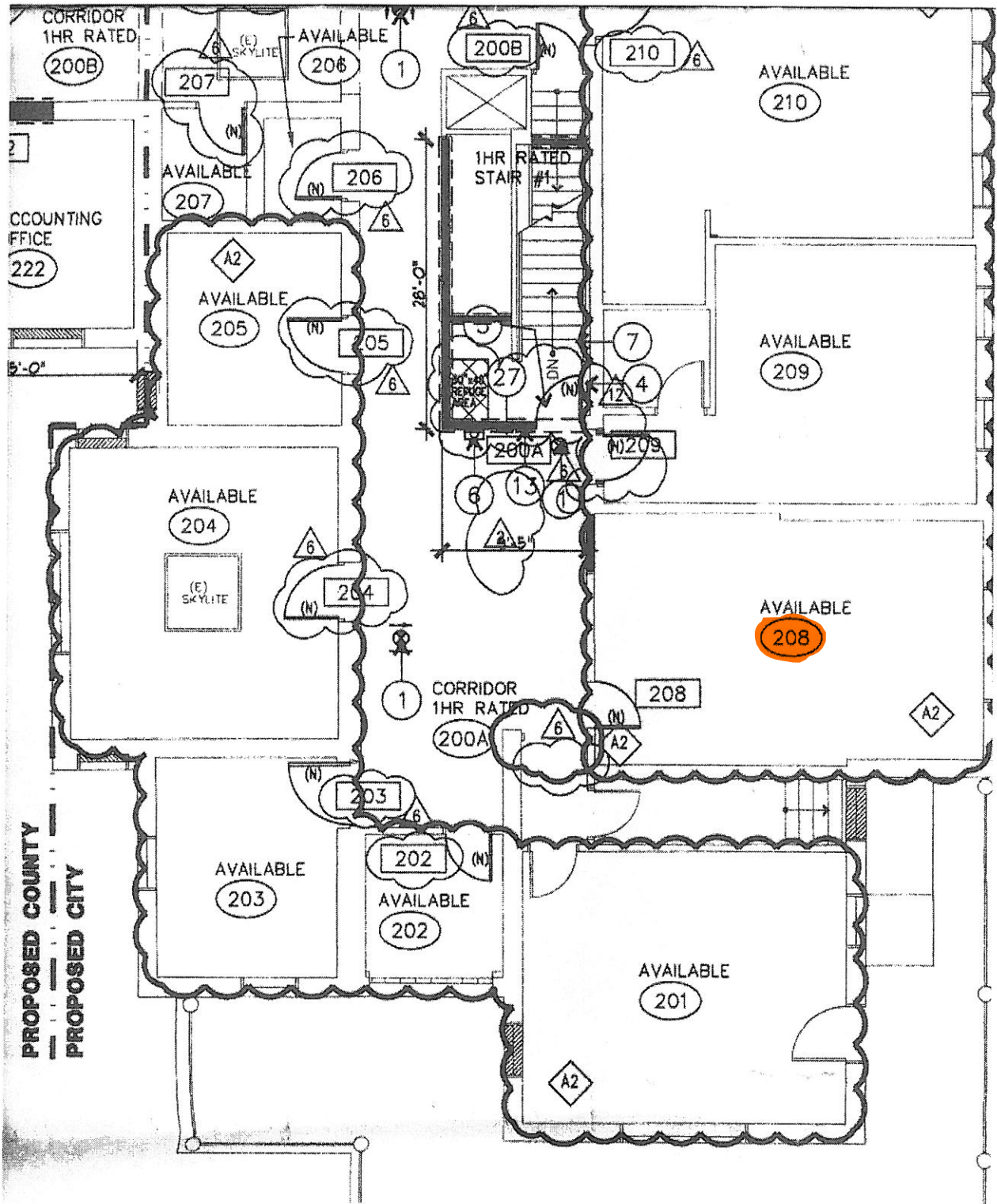
19.6. Joint and Several Obligations and Liabilities. The obligations and liabilities of all persons identified herein as the Tenant are joint and several.

20. Legal Proceedings. In any legal proceedings involving this Lease, the prevailing party shall be entitled to recover from the other, and the court shall specifically award, in addition to any other relief granted, costs and expenses incurred by the prevailing party in such proceedings, including court costs and reasonable fees and disbursements of the prevailing party's legal counsel.

21. Entire Agreement. This Lease and the documents referred to herein set forth all the promises, agreements, conditions, and understandings between the City and Tenant relative to the Leased Premises and there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. No modification of this Lease shall be binding upon the parties unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the dates shown below their respective signatures.

EXHIBIT A
PREMISES



Location	Room #	Approximate Dimensions *	Square Footage
1st Floor, Main Corridor	133	23.5 x 13.5	317
1st Floor, Main Corridor	134	15.5 x 13.5	209
1st Floor, Main Corridor	135	12 x 14	168
2nd Floor, South Front	201	21 x 17.5	368
2nd Floor, South Front	202	12 x 14	168
2nd Floor, South Front	203	18.5 x 17.5	324
2nd Floor, SE - West side of hall	204	12.5 x 11.5	144
2nd Floor, SE - West side of hall	205	5 x 6.5	33
2nd Floor, SE - West side of hall	206	5.5 x 7	39
2nd Floor, SE - West side of hall	207	9 x 9.5	86
2nd Floor, SE - East side of hall	208	16 x 25.5	408
2nd Floor, SE - East side of hall	209	12.5 x 24 + 4 x 17	368
2nd Floor - East side of hall	210	24 x 16.5 + 6.5 x 4.5	425
2nd Floor, NE corner	211-215	21 x 39.5	830
		Totals	3,885



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date June 1, 2021
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ITEM

Approval of Resolution 2021-19 Approval of Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Major Subdivision.

BACKGROUND

The Cherry Grove major subdivision consists of 1.2 acres located at 825 Scott Street. Council approved the major subdivision on March 02, 2021.





CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date June 1, 2021
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The attached agreement addresses the financial guarantee for the construction of public improvements within the subdivision and the particulars for implementing the City’s inclusionary housing requirements. The particulars of these two main sections of the Cherry Grove Agreement are described below.

Subdivision Improvement Agreement: Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvement agreement. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee must be 125% of the estimated cost; for Cherry Grove the amount is \$108,337.50. This portion of the agreements also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.

Inclusionary Housing: Article XIII of Chapter 16 of the SMC went into effect in November of 2018 with the adoption of Ordinance 2018-14. The ordinance requires major subdivisions to either include 12.5% of the units as affordable; or pay a fee-in-lieu, due at the time of building permit submittal, equal to the lesser of \$7.87 per habitable square feet or \$15,748 for each primary unit built. The code requires the final agreement for how a developer will meet the requirements to be by agreement between the City and Developer.

Section 7 defines how inclusionary housing responsibilities will be met. The developer has chosen to pay the fee-in-lieu for the inclusionary housing requirement.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date June 1, 2021
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FISCAL NOTE: None

STAFF RECOMMENDATION

Staff recommends the City Council approve the Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove subdivision.

SUGGESTED MOTION

A Council person should make the motion to “Approve Resolution 2021-19 to approve the proposed Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Subdivision.”

Attachments:

- Resolution 2021-19
- Proposed Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Subdivision
- Cherry Grove Subdivision Plat

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 19
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING
AGREEMENT FOR THE CHERRY GROVE MAJOR SUBDIVISION.**

WHEREAS, the property owners, Scott Street, LLC (“Developer”) are owners of the proposed Cherry Grove subdivision; and

WHEREAS, on March 02, 2021 the City Council approved Resolution No. 2021-05 for the Cherry Grove major subdivision which consists of seven (7) lots on the 1.2 acres (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Resolution 2021-05, the City and the Developer wish to enter into a Subdivision Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the subdivision public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvement and Inclusionary Housing Agreement with Developer for the Cherry Grove Major Subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct nonsubstantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Salida that:

The Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Major Subdivision, annexed hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 1st day of June, 2021.

CITY OF SALIDA, COLORADO

Mayor PT Wood

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

SUBDIVISION IMPROVEMENT; AND INCLUSIONARY HOUSING AGREEMENT Cherry Grove Major Subdivision

THIS SUBDIVISION IMPROVEMENT; AND INCLUSIONARY HOUSING AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Scott Street, LLC (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the “Cherry Grove Major Subdivision” consisting of 1.2 acres and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 On March 2, 2021 the City Council approved the Cherry Grove Major Subdivision consisting of the Property described herein by adoption of Resolution 2021-05; a condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code and further defines how the affordable housing requirements will be met.
- 1.3 Pursuant to Section 16-13-20 (g) of the Land Use Code residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a subdivision improvement agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.5 Pursuant to Section 16-2-60; 13-2-160 and 170; and 16-13-20 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements; and for meeting the inclusionary housing requirements as required by Ordinance 2018-14.
- 1.6 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Subdivision Improvement and Inclusionary Housing Agreement for the Cherry Grove Major Subdivision. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “City” means the City of Salida, a Colorado statutory City.
- 2.3 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.4 “City Code” means the City of Salida Municipal Code.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Dedicated Lands” means those lands the Developer will convey to the City for public use.
- 2.7 “Developer” means Scott Street LLC and its successor(s).
- 2.8 “Development” means all work on the Property required to transform the Property into the Cherry Grove Major Subdivision approved by the City by means of Resolution 2021-05. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.9 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.10 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.11 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.12 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.13 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).

- 2.15 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of completing said Required Improvements.
- 2.17 “Property” means the land that is known as the Cherry Grove major subdivision and described in **Exhibit B**.
- 2.18 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit C**.
- 2.19 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.20 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit D**.
- 2.21 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property as part of the subdivision approval and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 “Subdivision Plat” means the Cherry Grove Major Subdivision of the Property approved by Resolution No. 2021-05.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; and major subdivision Resolution No. 2021-05 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the major subdivision by the City Council on March 2, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code; Cherry Grove Major Subdivision Resolution No. 2021-05 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

- 5.3 Required Improvements. Attached **Exhibit C**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City’s Public Works Manual and the City’s Standard Specifications for Construction (“Standard Specifications”), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer’s commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer’s designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.4 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City’s rules, regulations, requirements, and criteria, and with industry standards governing such construction.

- 5.5 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City’s observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.

- 5.6 City Engineer’s Written Approval of Required Improvements. At the Developer’s request, the City Engineer or the City Engineer’s designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer’s designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

- 5.7 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit C**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$86,670.00. Therefore, the Performance Guarantee must be in an amount equal to \$108,337.50.

- 5.7.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of completing the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.
- 5.7.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.7.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.7 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit C**.
- 5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, City Council shall authorize a full release of the Performance Guarantee.
- 5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats.
- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:

- 5.8.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements (“Bill of Sale”). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.8.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Cherry Grove Major Subdivision recorded at Reception No. _____.
- 5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.
- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

- 5.11 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.7 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.14 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.15 Drainage Improvements. As shown on **Exhibit C**, certain of the Required Improvements are drainage improvements.
- 5.15.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a Drainage Plan according to generally accepted storm drainage practices.
- 5.15.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the Drainage Plan before any certificate of occupancy will be issued for the Property.
- 5.15.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.16 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.17 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations,

and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

- 5.18 Trash, Debris, and Erosion. During Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.19 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended (“Clean Water Act”); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.20 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.20.1 Developer’s reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other costs incurred by the City.
- 5.21.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City’s then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

- 5.21.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City’s outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

- 5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City’s invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions Section 11 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys’ fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

- 5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction and installation of the Required Improvements will occur (“Construction Schedule”). If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

- 6.2 Site Restoration. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City’s residents and the aesthetic integrity of the Property (“Site Restoration Improvements”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit C**.

- 6.3 Force Majeure. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Cherry Grove Major Subdivision. Developer hereby specifically agrees to abide by the existing city ordinance regarding Inclusionary Housing, Article XIII, section 16-13 et. Seq. as amended.
- 7.1.1. The owner shall pay a fee-in-lieu for each principal residential unit constructed equal to the lesser of \$7.87 per habitable square feet or \$15,748 due at the time of building permit submittal.
- 7.1.2 The fee-in-lieu amounts shall remain at the above amount for five (5) years from the date of this Agreement. After the five (5) year period the fee-in-lieu shall be the amount that is in effect at the time of issuance of building permit for a principal residence.

Section 8 – Default by Developer and City’s Remedies

- 8.1 City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
- 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 8.1.3 Suspension of all further activities, approvals, and permitting related to the Subdivision Plat.
- 8.1.4 A demand that the Performance Guarantee be paid or honored.
- 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer’s receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 8.3 Immediate Damages on Developer’s Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.

- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 9.2 Indemnification.
 - 9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Subdivision Plat; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Subdivision Plat; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.
 - 9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Subdivision Plat; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any proceedings to challenge the City's approval of the Subdivision Plat.

- 9.2.3 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.
- 9.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 10 – Representations and Warranties

- 10.1 Developer's Representations and Warranties. The Developer represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.1.1 Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 10.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 10.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated in the proposed Subdivision Plat.
- 10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 10.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.

- 10.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to Develop the Property as proposed in the Subdivision Plat.
- 10.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 11– General Provisions

- 11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the Ordinances or resolutions adopting this Agreement.
- 11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement; and Inclusionary Housing Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.
- 11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

- 11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida
Attn: City Administrator and City Attorney
 448 East First Street
 Suite 112
 Salida, CO 81201

Notice to the Developer: Scott Street LLC
Attn: Lee Hunnicut
 William Smith
 PO Box 1351
 Salida, CO 81201

- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. The City shall ensure recordation of the Ingress and Egress Access Easement Agreement, encumbering Lots 2-7, with the Subdivision Plat, with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 11.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

This page intentionally left blank. Signature pages follow.

CITY OF SALIDA, COLORADO

By:

Mayor PT Wood

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
)ss
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2021
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

Scott Street, LLC

By:

William Smith

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2021 by
_____.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

LEGAL DESCRIPTION

Item 11.

TRACT 1

The North Half (N $\frac{1}{2}$) of part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, more particularly described as:

thence North along the line between the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ Quarters of said SW $\frac{1}{4}$ of Section 4, 5 rods;

thence due East 16 rods;

thence due South 5 rods;

thence due West 16 rods to the place of beginning, being formerly known as the Nettle place.

ALSO commencing at the center of the SW $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East;

thence North along the line between the NW $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 14 rods, 1.5 feet;

thence North 15 rods;

thence due East 16 rods;

thence South 15 feet;

thence West 16 rods.

TRACT II

Part of the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County Colorado, described as follows:

Beginning at a point on the west line of the said S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ from whence the southwest corner of the said S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ bears South 132.5 feet;

thence North 100 feet;

thence East 264 feet;

thence South 100 feet;

thence West 264 feet to the point of beginning.

AND BOTH OF THE ABOVE NAMED TRACTS ARE MORE ACCURATELY AND IN MORE CONTEMPORARY TERMS DESCRIBED AS FOLLOWS:

A tract of land located within the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

Commencing at a point on the north side of Chaffee County Road No. 105 from whence the southeast corner (brass Cap) of Section 4 bears South 69°56' East 4117.5 feet, and also from whence the highway right-of-way marker (brass cap) as Station 2304+26 of the centerline survey of U. S. Highway No. 50 bears North 89°35' West 217.9 feet;

thence North 00°23' West along the west boundary of a road known as Scott Street a distance of 129.17 feet;

thence continuing North 00°23' West along the said west boundary of Scott Street 197.53 feet;

thence South 89° 18' East 51.91 feet to a point on the east boundary of said Scott Street, said point being the point of beginning of the tract herein described;

thence continuing South 89°18' East 262.3 feet;

thence South 0° 52' West 197.5 feet to the northeast corner of that certain parcel of land as described in Book 502 at Page 186 of the Records of Chaffee County, Colorado;

thence North 89° 18' West along the north boundary of said parcel as described in said book and page and a projection Westerly thereof a distance of 262.3 feet to the east boundary of Scott Street;

thence North 0°52' East along the easterly boundary of Scott Street, a distance of 197.5 feet to the point of beginning.

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

Item 11.

ESTIMATE

DATE	ESTIMATE #
11/24/2020	20-88

NAME / ADDRESS
BILL SMITH P.O. BOX 1351 SALIDA, CO. 81201

PROJECT
CHERRY GROVE

DESCRIPTION	QTY	RATE	Total
CHERRY GROVE- ESTIMATE BASED OFF OF PLANS FROM WALKER ENGINEERING DATED 1-28-2021.			
1. DEMOLITION-INCLUDES DEMO OF 2 GARAGES, CHICKEN COOP AND FENCES. (PRIVATE)	1	9,554.00	9,554.00
ANY AND ALL DUMP FEES ARE NOT INCLUDED IN THIS PRICE AND WILL BE BILLED AT ACTUAL COST.			
2. WATER SERVICES-3 DOUBLES, 1 SINGLE (PUBLIC)	1	23,400.00	23,400.00
3. SEWER MAIN AND MANHOLE. (PUBLIC \$23,550.00) SEWER SERVICE LIINE (PRIVATE \$11,350.00)	1	34,900.00	34,900.00
4. CONCRETE-SIDEWALK, 10" CURB AND CURB PATCHES. (PUBLIC)	1	31,680.00	31,680.00
5. DRAINAGE SYSTEM-BIOSWALE (PRIVATE)	1	10,100.00	10,100.00
6. SITE WORK (PRIVATE)	1	9,500.00	9,500.00
7. EROSION CONTROL-INSPECTIONS AND PERMITTING. (PRIVATE)	1	5,000.00	5,000.00
8. CONSTRUCTION SURVEYING (PRIVATE)	1	4,000.00	4,000.00

TOTAL

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

Item 11.

ESTIMATE

DATE	ESTIMATE #
11/24/2020	20-88

NAME / ADDRESS
BILL SMITH P.O. BOX 1351 SALIDA, CO. 81201

PROJECT
CHERRY GROVE

DESCRIPTION	QTY	RATE	Total
9. ASPHALT PATCHING-PATCH FROM EXISTING TO CENTERLINE OF STREET. PATCHING FOR WATER LINES. (PUBLIC)	1	8,040.00	8,040.00
10. STUMP REMOVAL-REMOVE 3 LARGE STUMPS AND DISPOSE OF PROPERLY. (PRIVATE)	1	4,370.00	4,370.00
**ALL PRICES ARE SUBJECT TO CHANGE WITHIN 5 DAYS IF THIS ESTIMATE HAS NOT BEEN APPROVED AS PIPE PRICE INCREASES ARE GOING UP DAILY **			

IF PROPOSAL IS ACCEPTED, PLEASE SIGN AND RETURN. A SIGNATURE IS REQUIRED BEFORE WORK CAN BEGIN.

TOTAL	\$140,544.00
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Open Records Policy – Exhibit C

Fee Schedule

Charges must be paid before service is provided.

The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows \$.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour:

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

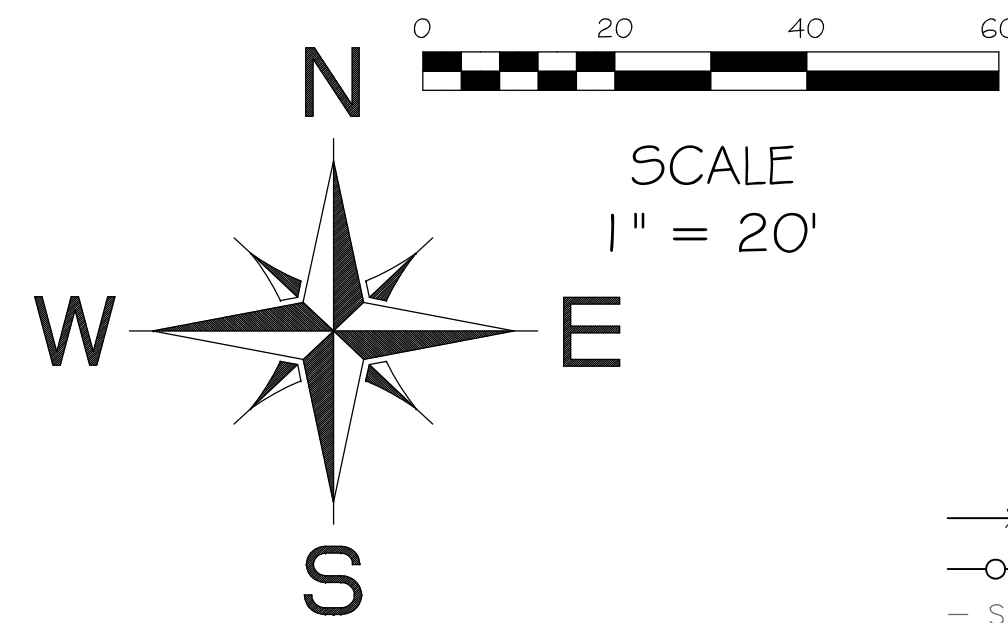
Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

City Mapping \$5/ black & white ink, paper 24" x 36"
\$10/colored ink, paper 24" x 36"

DVD - \$10

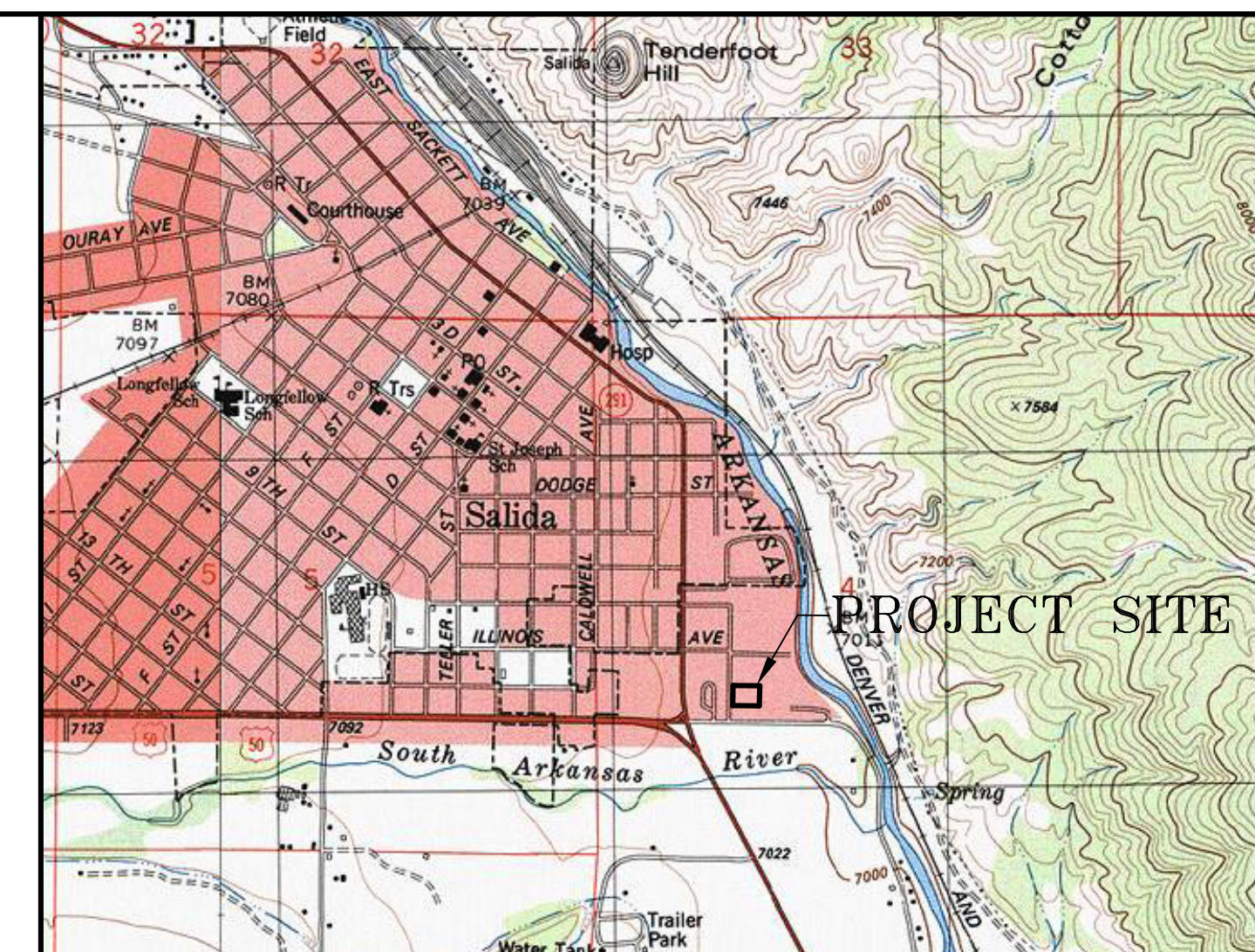
The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.



LEGEND

- FOUND MONUMENT AS NOTED
SET 1 1/2" ALUMINUM CAP LS 37937
ELECTRIC METER
ELECTRIC TRANSFORMER
GAS METER
POWER POLE
SEWER MAN HOLE
WELL
FENCE
OVERHEAD UTILITY
UNDERGROUND SEWER
UNDERGROUND GAS LINE
UNDERGROUND WATER LINE
CONCRETE

CHERRY GROVE MAJOR SUBDIVISION
LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO



GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE EAST RIGHT-OF-WAY OF SCOTT STREET BETWEEN TWO 1 1/2" ALUMINUM CAPS STAMPED LS 16117 HAVING A BEARING OF NORTH 00°40'07" EAST
2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH CHAFFEE TITLE # ESCROW, COMMITMENT NO. 210411, DATED NOVEMBER 3, 2020
3) ZONE: MANUFACTURING HOUSING RESIDENTIAL (R-4)
4) EXISTING WELL LOCATED ON LOT 3 TO REMAIN FOR IRRIGATION. WELL TO BE REAPPROPRIATED WITH THE UPPER ARKANSAS WATER CONSERVATION DISTRICT
5) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS. LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

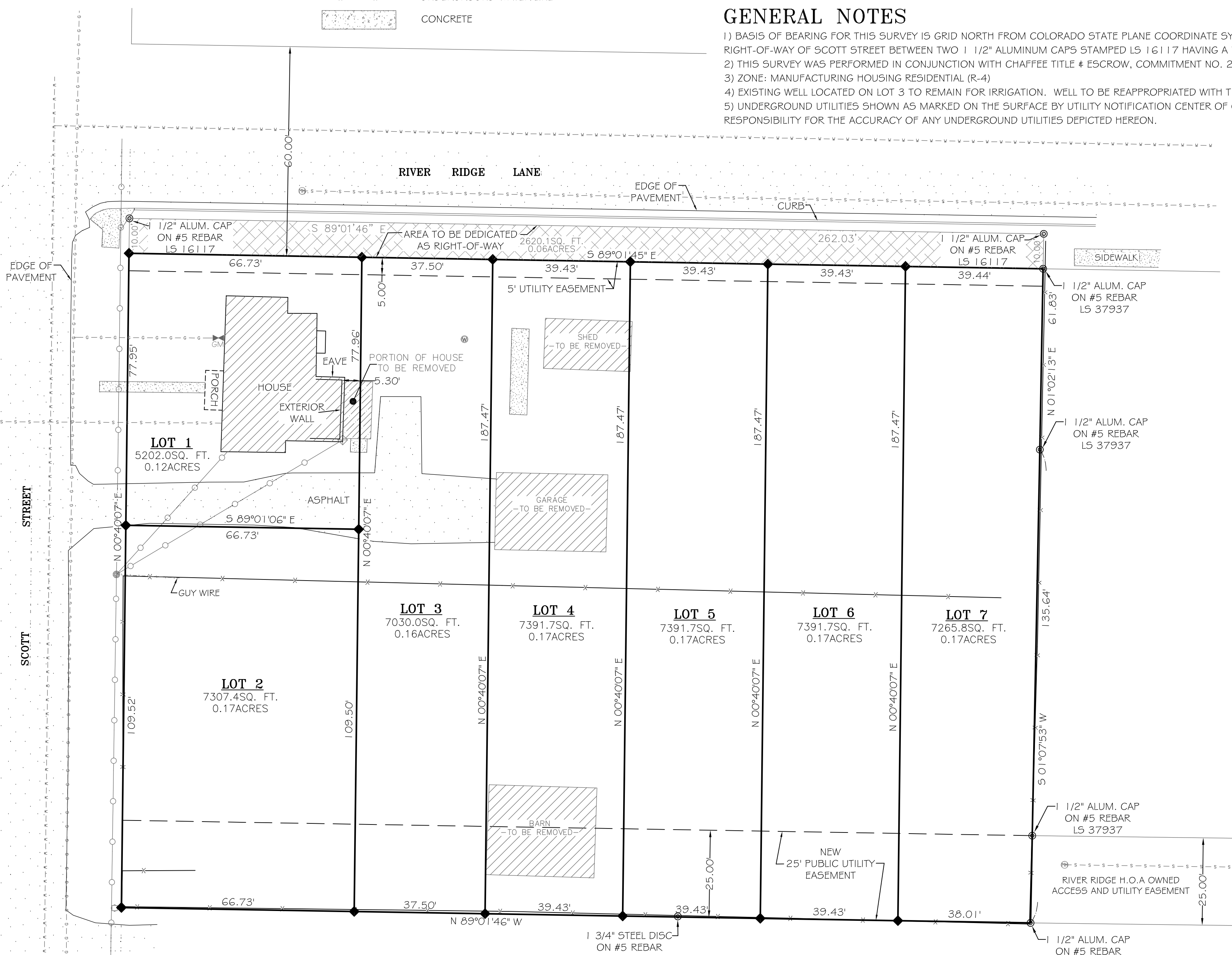
CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT LEE HUNNICUTT, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:
TRACT I
THE NORTH HALF (N 1/2) OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4SW1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT A POINT 15 RODS NORTH OF THE CENTER OF THE SW1/4 OF SECTION 4;
THENCE NORTH ALONG THE LINE BETWEEN THE NE1/4 AND THE NW1/4 QUARTERS OF SAID SW1/4 OF SECTION 4, 5 RODS;
THENCE DUE EAST 16 RODS;
THENCE DUE SOUTH 5 RODS;
THENCE DUE WEST 16 RODS TO THE PLACE OF BEGINNING, BEING FORMERLY KNOWN AS THE NETTLE PLACE. ALSO COMMENCING AT THE CENTER OF THE SW1/4 OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST;
THENCE NORTH ALONG THE LINE BETWEEN THE NW1/4 AND NE1/4 OF THE SW1/4, 14 RODS, 1.5 FEET;
THENCE NORTH 15 RODS;
THENCE DUE EAST 16 RODS;
THENCE SOUTH 15 RODS;
THENCE WEST 16 RODS.
TRACT II
PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S 1/2NE 1/4SW1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF THE SAID S 1/2NE 1/4SW1/4 FROM WHENCE THE SOUTHWEST CORNER OF THE SAID S 1/2NE 1/4SW1/4 BEARS SOUTH 132.5 FEET;
THENCE NORTH 100 FEET;
THENCE EAST 264 FEET;
THENCE SOUTH 100 FEET;
THENCE WEST 264 FEET TO THE POINT OF BEGINNING.
AND BOTH OF THE ABOVE NAMED TRACTS ARE MORE ACCURATELY AND IN MORE CONTEMPORARY TERMS DESCRIBED AS FOLLOWS:
A TRACT OF LAND LOCATED WITH THE NORTH HALF OF THE SOUTHWEST QUARTER (N 1/2SW1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH SIDE OF CHAFFEE COUNTY ROAD NO. 105 FROM WHENCE THE SOUTHEAST CORNER (BRASS CAP) OF SECTION 4 BEARS SOUTH 69°56' EAST 4117.5 FEET, AND ALSO FROM WHENCE THE HIGHWAY RIGHT-OF-WAY MARKER (BRASS CAP) AS STATION 2304+26 OF THE CENTERLINE SURVEY OF U.S. HIGHWAY 50 BEARS NORTH 89°35' WEST 217.9 FEET;
THENCE NORTH 00°23' WEST ALONG THE WEST BOUNDARY OF A ROAD KNOWN AS SCOTT STREET, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE CONTINUING SOUTH 89°18' EAST 262.3 FEET;
THENCE SOUTH 0°52' WEST 197.5 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN BOOK 502 AT PAGE 186 OF THE RECORDS OF CHAFFEE COUNTY, COLORADO;
THENCE NORTH 89°18' WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL AS DESCRIBED IN SAID BOOK AND PAGE AND A PROJECTION WESTERLY THEREOF A DISTANCE OF 262.3 FEET TO THE EAST BOUNDARY OF SCOTT STREET;
THENCE NORTH 0°52' EAST ALONG THE EASTERLY BOUNDARY OF SCOTT STREET, A DISTANCE OF 197.5 FEET TO THE POINT OF BEGINNING.

VICINITY MAP NOT TO SCALE

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO 7 LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:
CHERRY GROVE MAJOR SUBDIVISION
IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO
AND DO HEREBY DEDICATE TO THE CITY OF SALIDA A 10' STRIP OF LAND TO BE PART OF RIVER RIDGE LANE RIGHT-OF-WAY AS SHOWN HEREON. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AND UTILITY EASEMENTS AS SHOWN ON THIS PLAT.

EXECUTED THIS ___ DAY OF ___, 2021
BY: LEE HUNNICUTT
COUNTY OF CHAFFEE)
) 55.
STATE OF COLORADO)
THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, 2021, BY LEE HUNNICUTT. WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES _____.
NOTARY PUBLIC



PLANNING COMMISSION APPROVAL
THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS ___ DAY OF ___, 2021.

ACKNOWLEDGMENT OF LIEN HOLDER
HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE DATE

LAND SURVEYOR'S CERTIFICATE
I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CITY COUNCIL APPROVAL
THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE PORTION OF RIVER RIDGE LANE AND FURTHER ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON. SIGNED THIS ___ DAY OF ___, 2021. CITY OF SALIDA

BY: MAYOR

CLERK AND RECORDER'S CERTIFICATE
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT ___ M. ON THIS ___ DAY OF ___, 2021 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

CERTIFICATION OF TITLE
I, _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN LEE HUNNICUTT, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS ___ DAY OF ___, 2021.
TITLE AGENT

CHERRY GROVE MAJOR SUBDIVISION
LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO
LANDMARK SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON AN ERROR OR DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date June 1, 2021
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ITEM

Ordinance 2021-09 First reading and setting the Public Hearing for the Rezoning of the property located at 900 J Street from Commercial (C-1) to Manufactured Housing Residential (R-4).

BACKGROUND

The applicant and property owner, Landon Vigil, is requesting approval to rezone the .24 acre parcel located at 900 J Street from Commercial (C-1) to Manufactured Housing Residential (R-4). A Conceptual Review Meeting with the Planning Commission and City Council occurred on April 19, 2021. The Planning Commission reviewed the major impact review and held a public hearing on May 24, 2021.



The property surrounding this parcel include the Grand View Mobile Home Park which is located within the Manufactured Housing Residential (R-4) zone district and properties across the street are within the Medium Density (R-2) zone district.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date June 1, 2021
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This parcel was annexed into the City in January 1981 and at that time was zoned as Commercial (C-1).

The applicant is requesting the (R-4) zone district in order to combine the parcel with the adjacent mobile home park. The applicant intends on submitting an application for Administrative Review approval to eliminate the lot lines of the 10,454 square foot parcel to combine it into the Park. The existing home will be removed and mobile homes placed within the Park.

REVIEW STANDARDS FOR MAP AMENDMENTS 16-4-210(c):

1. Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The purpose of the Land Use Plan within the Comprehensive Plan is to specify locations in and around Salida where various land uses and intensities of use will be encouraged. The proposal supports these goals. The Comprehensive Plan Land Use map shows this property as High Density residential.

2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - The applicant is requesting a zone district designation of the subject property of Manufactured Housing Residential (R-4). The purpose of the Manufactured Housing Residential (R-4) zone district is to provide for relatively high density manufactured housing, mobile home residences and mobile home parks.
 - The applicant owns the adjoining mobile home park and in the future will incorporate the 900 J Street parcel within the mobile home park and add more mobile homes which is consistent with the R-4 zone district.

3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - This parcel is surrounded by the (R-4) and (R-2) zone districts. Rezoning the parcel from Commercial (C-1) to Manufactured Housing (R-4) is compatible with the surrounding zoned properties. The proposed use to combine this parcel with the mobile home park is compatible with the surrounding uses.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date June 1, 2021
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4. Changed Conditions or Errors. The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
- This application for rezoning is a result of the applicant’s desire to be able to incorporate the parcel with the adjoining mobile home park and add more mobile homes which is allowed within the in (R-4) zone district.

REVIEW AGENCY COMMENTS:

Finance Department – Renee Thonhoff– No issues for Salida Utilities, 900 J Street currently has 1 water and 1 sewer tap.
Fire Department – Assistant Fire Chief, Kathy Rohrich – Fire Department has no concerns at this time.
Police Department – Chief Russ Johnson – No issues with PD, makes sense.
Public Works Department – David Lady – No concerns.

FISCAL NOTE None

PLANNING COMMISSION RECOMMENDATION The Planning Commission reviewed the Major Impact Review application for the Rezone request and held a public hearing on May 24, 2021. The Commission recommended City Council approve the request to rezone the 900 J Street property from Commercial (C-1) to Manufacture Housing Residential.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Major Impact Review application to Rezone the property at 900 J Street.

SUGGESTED MOTION

A Council person should make a motion “to approve Ordinance 2021-09 on first reading and schedule the public hearing for July 06, 2021.”

Attachments:
Ordinance 2021-09
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 09
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS 900 J STREET FROM COMMERCIAL (C-1) TO MANUFACTURED HOUSING RESIDENTIAL (R-4)

WHEREAS, Landon Vigil (“Petitioner”) is the owner of a certain tract of land located in the City of Salida, at 900 J Street, described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, pursuant to Section 16-4-210(a) of the Salida Municipal Code, Petitioner filed an application to re-zone the Property from Commercial (C-1) to Manufactured Housing Residential (R-4), and on May 24, 2021, the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property Manufactured Residential Housing (R-4); and

WHEREAS, as required by the Salida Municipal Code, a public hearing on the rezoning application for the Property was held on May 24, 2021 by the Planning Commission who found that the review standards for rezoning were met and made a recommendation of City Council approval; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on July 6, 2020.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Manufactured Housing Residential District (R-4).
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on June 01, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2021 and set for second reading and public hearing on the 6th day of July 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED IN FULL, by the City Council on the _____ day of July, 2021.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

EXHIBIT A

A tract of land in the Northwest quarter of the Northwest quarter (NW ¼ NW ¼) of Section 5, Township 49 North, Range 9 East, of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Commencing at the intersection of the Extension of the Northeasterly sideline of 9th Street and the Northwesterly side lot line of "J" Street, according to the plat of Roller's Addition to the City of Salida, as filed for record on December 29, 1906;

thence Southwesterly, along the Northwesterly sideline of "J" Street, 60.5 feet to the point of beginning of the tract herein described;

thence from said point of beginning, Northwesterly parallel to 9th Street, 140.0 feet;

thence Southwesterly parallel to "J" Street, 75.0 feet;

thence Southeasterly parallel to 9th Street, 140.0 feet to the said Northwesterly sideline of "J" Street;

thence Northeasterly along the Northwesterly sideline of "J" Street, 75.0 feet to the point of beginning.

Also known by street address as: 900 J Street
and Assessor's schedule or parcel no.: 380705200280



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Variance | |
| <input type="checkbox"/> Appeal Application | <input checked="" type="checkbox"/> Limited Impact Review:
(Type) <u>Rezoning</u> _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>Rezoning</u> _____ |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Grand View Park LLC

Mailing Address: P.O. Box 508, Aspen, CO 81612

Telephone Number: 970-379-8242 FAX: _____

Email Address: landondeane@gmail.com

Power of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Grand View Park

Street Address: 900 J. St. Salida, CO 81201

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent London Vigil Date 3/10/21

Signature of property owner _____ Date _____

Grand View Park

Item 12.

City of Salida

448 East First Street, Suite 112

Salida, CO 81201

719-530-2626

To Whom It May Concern:

I am the owner of Grand View Park, the mobile home park located at 910 J. St., and property located at 900 J. St. I would like to rezone the 900 J. St. property from Commercial (C-1) to Manufactured Housing Residential (R-4), so that it matches my mobile home park. My eventual plan is to dissolve the lot lines and make that parcel one with the rest of the Park.

Thank you.

Landon Vigil

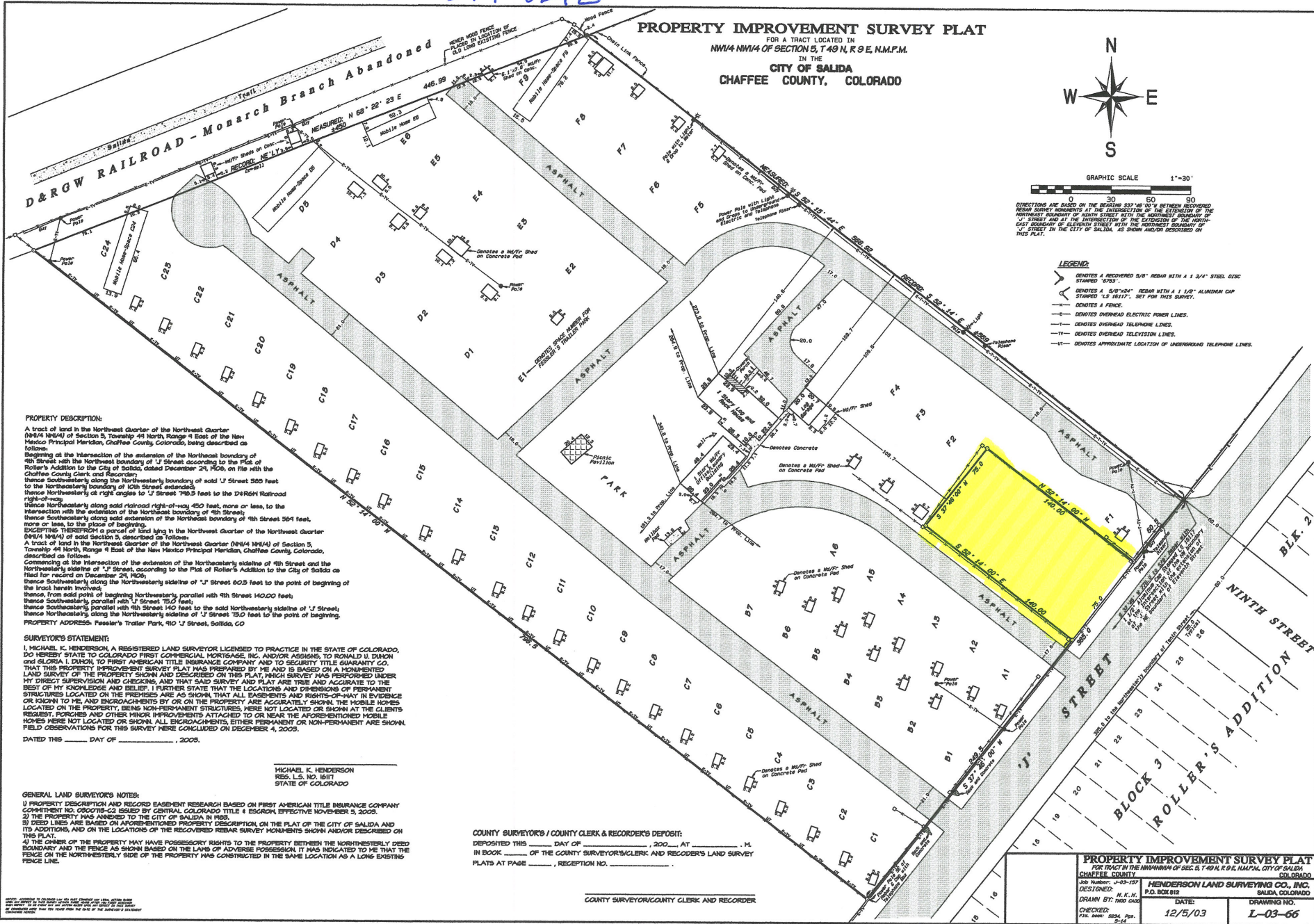
Sole member Grand View Park LLC

Owner Grand View Park

900 J St - rezoning

Grand View Park - Landon Vigil
P.O. Box 508, Aspen, CO 81612
970-379-8242

Item 12.





900 J St. - rezoning
 Grand View Park
 Landon Vigil
 P.O. Box 508, Aspen, CO 81612
 970-379-8242



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date June 1, 2021
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ITEM

Declaration of Extension of State of Emergency – Covid-19 Action Plan Implementation

BACKGROUND

As we are all quite aware, the worldwide COVID-19 pandemic has created an environment where federal, state and local governments Article XVII, Section 2-17-10 of the Salida Municipal Code states that when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency by proclamation. After conferring with the Chaffee County Public Health, on Friday, March 13th, 2020, such an emergency declaration was approved by Mayor Wood to approve the City of Salida COVID-19 Action Plan. The City Council ratified the emergency declaration on March 17th, 2020, extending until April 25th, 2020. Fourteen extensions have been granted for the Declaration, with the most recent one ending on June 2nd, 2021. Staff continues to work with Chaffee County Public Health to revise the City of Salida COVID-19 Action Plan to reflect changes to the State of Colorado’s COVID-19 Dial, identifying rates of infection, positivity rate, and hospitalizations as data points for moving up or down on the City’s Tiered response (a copy of the Action Plan is attached hereto for your review). Currently, the City is at Tier I in the Action Plan, with Chaffee County identified in the Blue Level of the State’s COVID-19 Dial.

Section 2-17-30 establishes a term of no more than ten (10) days of for any emergency declaration. It also provides that the City Council may extend any proclamation issued by the Mayor for a period not to exceed forty (40) days by a two-thirds (2/3) vote. As issues related to COVID-19 continue, it is imperative that the City continues to follow the protocols established in the Action Plan.

FISCAL NOTE

No direct costs immediately; however, costs may be incurred as this ever-evolving situation goes forward.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date June 1, 2021
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STAFF RECOMMENDATION

Staff recommends approval by the City Council of a Declaration of Extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, as currently established, until July 7th, 2021, which is one day after the first regular City Council meeting in July.

SUGGESTED MOTION

A City Councilmember should make a motion to approve a Declaration of extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, extending until July 7th, 2021, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
EXTENDING A LOCAL STATE OF EMERGENCY
REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)**

FINDINGS AND CONCLUSIONS:

WHEREAS, COVID-19 is a highly contagious virus that has spread to numerous countries throughout the world, including the United States; and

WHEREAS, the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the worldwide outbreak of COVID-19 a “global pandemic”, pushing the threat beyond the “global health emergency” it had announced in January; and

WHEREAS, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and

WHEREAS, on March 13, 2020, the Board of County Commissioners of Chaffee County declared a Local Disaster Emergency as authorized under C.R.S. § 24-33.5-703(3) to assist local governments in responding to and recovering from emergency events, including emergency epidemics and pandemics; and

WHEREAS, on March 17, 2020, the Salida City Council unanimously approved an initial Local State of Emergency regarding COVID-19, extending until April 25, 2020; and

WHEREAS, on April 21, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 6, 2020; and

WHEREAS, on May 5, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 3, 2020; and

WHEREAS, on June 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 8, 2020; and

WHEREAS, on July 7, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2020; and

WHEREAS, on August 4, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 2, 2020; and

WHEREAS, on September 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until October 7, 2020; and

WHEREAS, on October 6, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until November 4, 2020; and

WHEREAS, on November 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until December 2, 2020; and

WHEREAS, on December 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until January 6, 2021; and

WHEREAS, on January 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until February 3, 2021; and

WHEREAS, on February 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until March 3, 2021; and

WHEREAS, on March 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until April 7, 2021; and

WHEREAS, on April 6, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 5, 2021; and

WHEREAS, on May 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 2, 2021; and

WHEREAS, the Chaffee County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that numerous travelers from around the world visit the County, Chaffee County will see cases of the virus and its transmission within the community; and

WHEREAS, Article XVII, Section 2-17-10 of the Salida Municipal Code authorizes the Mayor to declare a State of Emergency via proclamation when it appears that the general health, safety and welfare of the inhabitants of the City are threatened by general public unrest or riot, or by attack upon the State; and

WHEREAS, Article XVII, Section 2-17-30 allows for the City Council to extend any proclamation issued by the Mayor under Section 2-17-10 to be extended for a period not to exceed forty (40) days by a two-thirds (2/3) vote; and

WHEREAS, the City's current State of Local Emergency proclamation will expire on June 2, 2021, which does not coincide with the Governor of the State of Colorado's Dial 3.0 order, which is anticipated to be extended; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of the COVID-19 virus on local emergency services providers and medical services is anticipated to be far in excess of the community's available resources; and

WHEREAS, in response to the outbreak of COVID-19 in Chaffee County and the Salida community, and in light of the ongoing risk to public health and safety, at this time it is necessary to extend the existing Local State of Emergency.

NOW THEREFORE, IT IS HEREBY DECLARED BY THE SALIDA CITY COUNCIL:

Section 1. The confirmed presence of COVID-19 in Chaffee County constitutes a Local State of Emergency, as defined in Article XVII, Section 2-17-10 of the Salida Municipal Code, not to exceed a term of forty (40) days.

Section 2. The effect of this declaration of Local State of Emergency shall continue the City's COVID-19 Action Plan, revised and effective as of December 1, 2020, attached hereto as Exhibit A, authorizing a tiered approach to proactively respond to changes in the COVID-19 situation as well as reflect the recommendations of our Federal, State, and Local Health Departments.

Section 3. This declaration shall be made effective immediately on June 1, 2021, and shall be in effect until July 7, 2021.

APPROVED, DECLARED AND ADOPTED on this 1st day of June, 2021.

CITY OF SALIDA, COLORADO

[SEAL]

ATTEST:

P.T. Wood, Mayor
City of Salida, Colorado

City Clerk



CITY OF SALIDA – COVID-19 ACTION PLAN

Purpose: To provide a comprehensive and tiered Action Plan to City of Salida officials in response to the ongoing COVID-19 pandemic. This Action Plan is intended to slowly escalate to proactively respond to changes in the situation as well as reflect the recommendations of our State and local Public Health Departments. This Action Plan is effective December 1, 2020, until further notice.

Authority: Per Sections 2-17-10 and 2-17-20 of the Salida Municipal Code, when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency proclamation. The proclamation may impose a curfew within the City, may prohibit public or private assemblies, may impose restrictions on movement within the City and may contain other regulations necessary and proper to the maintenance of public peace, order and safety.

Tier I – Level Green/Blue

Heightened Awareness. The Colorado Department of Public Health and Environment (CDPHE) or Chaffee County Public Health Department (CCPH) have indicated that COVID-19 is in the state and are encouraging citizens to be aware and to focus on sanitization and hygiene. CDPHE and/or CCPH has placed Chaffee County in either Level Green or Level Blue on the State’s COVID-19 Dial, with Incidence Rates of up to 75 cases per 100,000 residents (or more than 15 cases in Chaffee County per two-week period), or when the percentage of positive tests is below 1.5%.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave.
- Identify work spaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
- Wash hands often, also use hand sanitizer often.
- Face coverings are required in indoor public settings.
- Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
- Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding.
- Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected City Staff (gloves, masks, etc.).

- Meetings of the City Council, and of official City Boards and Commissions, will offer the option for remote attendance and participation.

Tier II – Level Yellow

Statewide Concern. CDPHE and/or CCPH have indicated multiple cases of COVID-19 within the Chaffee County. CDPHE and/or CCPH has placed Chaffee County in Level Yellow on the State’s COVID-19 Dial. Incidence Rates are between 75 and 175 cases per 100,000 residents (or between 15 and 35 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 1.5% and 3%. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier II which, in addition to Phase I steps, include:

- Teleworking and staggered shifts authorized. Departments should utilize telework options for a limited number of employees to lessen the impact on Tech Services.
- Meetings of the City Council, and of official City Boards and Commissions, will offer the option to attend and participate remotely, and may take place in person following all physical separation requirements. Attendance by members of the public may occur based on room size/capacity and maintaining 6’ of distance between attendees.
- Employees should refrain of physical contact with each other and with members of the public. CDPHE and CCPH recommends a 6’ distance of separation.
- Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
- City Departments should begin to limit internal meetings. Face coverings are required when meeting in person with other employees or while away from one’s office or desk.
- Employees who self-identify as high risk (having compromised immune systems, for example) should work from home.
- The City will take direction from CDPHE and CCPH.

Tier III – Level Orange/Red

Chaffee County Concern. Chaffee County Health has indicated multiple rising cases of COVID-19 within Chaffee County, with an Incidence Rate between 175 and 350 per 100,000 residents (or between 35 and 70 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 3% and 5%. CDPHE and/or CCPH has placed Chaffee County in either Level Orange or Level Red of the State’s COVID-19 Dial. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier III which, in addition to Phase II steps, include:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk.
- Meetings of the City Council, and of official City Boards and Commissions, may take place in person following all physical separation requirements, and with the following limited

restrictions: in-person attendance of the public is limited to only applicants or appellants for quasi-judicial hearings. Remote attendance and participation by all parties, including City Councilmembers and staff, is strongly encouraged.

- Recreation programs shut down, including very limited access to, or closure of, the Salida Hot Springs Aquatic Center, the SteamPlant Event Center, and the Rotary Scout Hut. Specific closure dates shall be established by Department Heads and announced via press release.
- Teleworking and staggered shifts authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Departments must take additional steps they have identified to limit exposure between employees and between employees and members of the public.
- Reduced staffing in City buildings authorized. Departments will take steps to ensure City buildings are minimally staffed, and public access is very limited. Employees are encouraged to perform all tasks remotely, if possible. Face coverings must be worn at all times, including while in one's office or at one's desk.
- Heightened level of sanitization of spaces including additional germicide spraying.
- Selected City Staff have PPE on hand and begin utilization, as appropriate.
- Public events (other than official meetings of the City Council, or of official City Boards or Commissions) scheduled to take place in City-owned facilities are suspended until further notice. The Salida community is strongly encouraged to engage in social distancing and to postpone or cancel any gatherings where people will congregate in large numbers and/or in close contact with one another.
- Other steps as directed by CDPHE and CCPH.

Tier IV – Level Red/Purple

Full implementation of Response Plan. Tier IV may occur at such time as CDPHE and/or CCPH places Chaffee County in either Level Red or Level Purple on the State's COVID-19 Dial, with Incidence Rates in excess of 350 cases per 100,000 residents in Chaffee County (or more than 70 cases in Chaffee County per two-week period), or when the percentage of positive tests exceeds 5%, or schools are shut down, or hospitalizations exceed bed capacity at health facilities in Chaffee County, or at such other time as Salida deems it to be in the best interest of the organization and/or community. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier IV which, in addition to Phase III steps, include:

- City Buildings minimally staffed, no public access. Public will be directed to conduct business online, if feasible, or by phone. Non-essential services (City Hall Administration, City Hall Finance, Fire Station Administration, Police Station Administration, and Public Works Administration) are closed to the public. Public is encouraged to use digital and telephone communication, website access, online payments, and other ways of communication to conduct business with the City. Masks required at all times.

- In-Person attendance of meetings of the City Council, and of official City Boards and Commissions, shall be heavily restricted to only staff and select Elected or Appointed Officials who are necessary to be present to effectively run meetings. Any attendance and participation by the public, including applicants and appellants for quasi-judicial hearings, shall be conducted remotely only.
- Departments will fully enact Departmental plans. Teleworking options and staggered shift work maximized. Only essential services ongoing, unless able to be provided through employees working remotely.
- Incident Command may be set up locally or in coordination with County Authorities.
- Selected City Staff mandatory use of PPE.
- Other steps as directed by State and Local Health authorities, including support of their efforts.

Mayor P.T. Wood asks that the community remain vigilant during these challenging times. “Chaffee County Public Health has worked very hard to get our community through a tumultuous period while keeping our business community intact. It is critically important that we increase our efforts to limit the spread of the disease to the greatest extent possible as we head into the upcoming winter months. Remember that Chaffee’s Got Heart:

- **Hang at Home if Sick**
- **Excel at Handwashing**
- **Always Wear a Mask in Public**
- **Respect Social Distancing**
- **Test if You Have Symptoms**

