



# CITY COUNCIL REGULAR MEETING

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

March 02, 2021 - 6:00 PM

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## 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](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 February 16, 2021 Meeting Minutes

4. Approve New Legal Services Agreement with Wilson Williams LLC

### CITIZEN COMMENT—Three (3) Minute Time Limit

### LIQUOR LICENSING AUTHORITY

5. A Hearing to review a new Hotel and Restaurant Liquor License for Pizza Rio dba Pizza Rio for the City of Salida, 228 N F Street Unit 300, **PUBLIC HEARING**

### UNFINISHED BUSINESS / ACTION ITEMS

6. **Ordinance – 2021-02** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 OF THE SALIDA MUNICIPAL CODE CONCERNING BUSINESS LICENSING AND REGULATIONS GENERALLY, AND INCLUDING MARIJUANA LICENSING, AND SHORT TERM RENTAL LICENSES, **SECOND READING AND PUBLIC HEARING**

### NEW BUSINESS / ACTION ITEMS

*Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1<sup>st</sup> Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.*

7. **Resolution 2021-04** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE UPCHURCH ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION
8. **Resolution 2021-05** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION PLAT FOR THE CHERRY GROVE MAJOR SUBDIVISION
9. **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**

## **ADJOURN**



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City Clerk | Deputy City Clerk

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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

February 16, 2021 - 6:00 PM

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## 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 Critelli moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Kasper.

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

#### THE MOTION PASSED.

Approve Agenda

Approve February 2, 2021 Meeting Minutes

Approve Contract with Recreation Engineering and Planning for River Park Master Planning

Approve Memorandum of Understanding with Salida Area Parks, Open Space and Trails

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Approve Memorandum of Understanding with Friends of the Salida Skate Parks

Award 2021 Sewer Lining Project

Award 2021 Bar Screen Replacement Project

**CITIZEN COMMENT**—Three (3) Minute Time Limit

There was no public comment.

**UNFINISHED BUSINESS / ACTION ITEMS**

**ORDINANCE 2021-01** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, AMENDING ITS ADOPTION BY REFERENCE OF THE 2015 INTERNATIONAL BUILDING CODE; THE 2015 INTERNATIONAL RESIDENTIAL CODE; THE 2015 INTERNATIONAL FIRE CODE; THE 2015 INTERNATIONAL EXISTING BUILDING CODE; THE 2015 INTERNATIONAL PLUMBING CODE; THE 2015 INTERNATIONAL MECHANICAL CODE; THE 2015 INTERNATIONAL FUEL GAS CODE; THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE; THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE, THE MOST CURRENT VERSION OF THE NATIONAL ELECTRIC CODE; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND MAKING CONFORMING AMENDMENTS TO CHAPTER 18 OF THE SALIDA MUNICIPAL CODE, **SECOND READING AND PUBLIC HEARING**

The Mayor opened the Public Hearing. Hearing no comment he closed the Hearing.

Council Member Shore moved to approve Ordinance 2021-01 on Second Reading, Seconded by Council Member Kasper. Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

**NEW BUSINESS / ACTION ITEMS**

**Resolution 2021-02** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING THE CITY'S ADOPTION OF EITHER THE 2018 OR 2021 VERSION OF THE INTERNATIONAL ENERGY CONSERVATION CODE ("IECC") AND THEREBY URGING CHAFFEE COUNTY AND ITS BUILDING DEPARTMENT TO FORMALLY ADOPT THE SAME

Council Member Critelli moved to approve Resolution 2021-02, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

**Resolution 2021-03** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO RECOMMENDING AND SUPPORTING AMENDMENTS TO CITY OF SALIDA'S INTERGOVERNMENTAL AGREEMENT (IGA) WITH CHAFFEE COUNTY FOR BUILDING INSPECTION SERVICES

Council Member Kasper moved to approve Resolution 2021-03, 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.

**Ordinance 2021-02** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 OF THE SALIDA MUNICIPAL CODE CONCERNING BUSINESS LICENSING AND REGULATIONS GENERALLY, AND INCLUDING MARIJUANA LICENSING, AND SHORT TERM RENTAL LICENSES, **FIRST READING**

Council Member Kasper moved to approve Ordinance 2021-02 on First Reading and to set a Public Hearing and a Second Reading for March 2, 2021, 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.

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Critelli relayed that he would like Jessie Rollins from the Extraordinary Teen Council to attend a future Work Session and wanted to know how often Council would like to hear from the group.

Kasper stated that he was excited to return to Council Chambers after receiving his second COVID-19 vaccine. He expressed appreciation that the construction of the locker rooms at the Hot Springs was finished. Finally, he mentioned that the Salida Business Alliance was researching proposals to open foot traffic again on F Street that would allow for food and alcohol consumption. He had visited Telluride and was impressed with their model.

Pappenfort thanked the Finance Department for their work on the audit and thanked Treasurer Bergin for his assistance.

Shore thanked Staff for their work updating the Salida Municipal Code and removing items no longer applicable.

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Pollock said that he was happy to have his second dose of the vaccine and hoped as more residents received it there would be a higher vaccination rate. He stated that he had started a list of his 2021 goals including the overpopulation of deer. He wanted to find a way to assist food insecure citizens. He liked Kasper's previous idea of putting up phrases in town that expressed the community's commitment to supporting diversity. Finally, he stated that he thought the School Resource Officer was an important role in the schools, wanted to see more training, and also highlight career paths in public service.

Templeton relayed that she had received her second dose of the vaccine and was looking forward to attending Council meetings in the future. She applauded Chaffee County Public Health for their efficiency delivering vaccines. She also said that she had attended the first Chaffee County Housing Authority meeting and was hopeful she would have an update to share with Council at the next meeting.

Wood stated that it was important for Council to review the current project bid policy at a future Work Session to support local businesses. He was pleased that the City had settled the lawsuit brought by Lynda Travis and noted that CIRSA paid the settlement. Finally, he said that skiing in the back country was incredibly dangerous that year and recommended skiing at Monarch instead.

Bergin shared the Treasurer's Report highlighting that sales tax in December was up 18% from December 2019. Marijuana taxes were up and, year over year, the City saw a 15.3% increase in taxes from 2019. The retail trade was up 72% from 2019. Overall, short term rentals, hotels, auto part, grocery and hardware stores accounted for the most growth.

Attorney Geoff Wilson said he was very pleased the Travis case had been resolved and that it would save the City a lot of money by avoiding a trial.

**ADJOURN**

Adjourned at 7:01 p.m.



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City Clerk | Deputy City Clerk

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Mayor P.T. Wood





**CITY COUNCIL ACTION FORM**

<b>Department</b> Administration	<b>Presented by</b> Drew Nelson - City Administrator	<b>Date</b> March 2, 2021
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**ITEM**

**Legal Services Agreement with Wilson Williams LLP**

**BACKGROUND**

The City of Salida has been under contract with Murray Dahl Beery & Renaud, LLP (“MDBR”) for legal services since November of 2017. Recently, the City was informed by its principal City Attorney, Nina P. Williams, that she and Geoff Wilson will be creating a new firm separate from MDBR that will provide municipal legal services in the state of Colorado. Ms. Williams and Mr. Wilson have been the primary attorneys from MDBR that have represented the City of Salida over the past three years and have offered to continue to represent the City under the umbrella of their new firm.

**FISCAL NOTE**

There is no additional fiscal consideration above and beyond what the City’s existing contract with MDBR states, as Wilson Williams LLP will initially keep the same pricing structure as that under the MDBR contract.

**STAFF RECOMMENDATION**

The legal services provided by Ms. Williams and Mr. Wilson over the past three years have been highly regarded in the eyes of the City Council, staff, and other attorneys that the City works with. Thus, staff recommends that the City retain legal services with Wilson Williams LLP through the approval of the attached Legal Services Agreement with Wilson Williams LLP.

**SUGGESTED MOTION**

A City Councilmember should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT is between the City of Salida, a Colorado statutory city ("City"), and Wilson Williams LLP ("Law Firm") under which the Law Firm shall perform legal services for the City.

WHEREAS, pursuant to Sec. 2-3-10 and Sec. 2-3-60 of the City of Salida Municipal Code, the City Council of the City has appointed the Law Firm as its City Attorney.

NOW THEREFORE, the City and the Law Firm agree as follows:

1. Scope of Legal Services. The Law Firm will provide any and all legal services requested of it by the Mayor, City Council, City Administrator, and any boards or employees of the City authorized by the Mayor, City Council or City Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

a. Attend regular and special meetings of the City Council; attend work session meetings of the City Council as requested.

b. Attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or the City Administrator.

c. Prepare and/or review ordinances and resolutions.

d. Prepare and/or review contracts for services, materials and real estate involving the City.

e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, City Administrator, and City staff.

f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, affecting the City.

g. Represent the City in litigation matters involving the City.

h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.

i. Perform such other duties as may be prescribed by the Mayor, City Council, or City Administrator.

The Law Firm agrees to exert its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent.

2. Identification of Client. It is understood that the Law Firm's client for purposes of its representation is the City of Salida, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. Term. It is understood that the City Attorney serves at the pleasure of the Mayor and City Council, and this Agreement shall therefore be for an indefinite term.

4. Performance Review. The parties agree that the performance of the City Attorney shall be reviewed by the City Council and City Administrator annually.

5. Designated City Attorney. Subject to other direction from the City, City Attorney services will be provided principally by Nina P. Williams. The City Attorney may delegate certain research, litigation or drafting projects or any other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested, including but not limited to Geoffrey Wilson; however, any such delegated work will be performed directly under her supervision and responsibility.

6. Management. At least quarterly, the City Attorney will confer with the City Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. Compensation and Expenses. The City will compensate Law Firm for professional legal services as indicated below. Expenses such as photo copying will be charged at the rates set forth on the attached "**Schedule of Costs.**"

<u>Attorney</u>	<u>Hourly Municipal Rate</u>
Nina P. Williams	\$ 200.00
Geoffrey Wilson	\$ 200.00
Associates	\$ 170.00
Partners/Special Counsel	\$ 200.00
Paralegals/Support staff	\$ 95.00

a. Other Expenses. In addition to the foregoing hourly rates for legal services fee, The Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, travel, long distance telephone, computer research, photocopies, scanning, color printer, messenger service, etc. The City shall, upon request of the Law Firm, advance to the Law Firm the payment of any

single item of cost that exceeds Five Hundred Dollars (\$500.00). A copy of the “**Schedule of Costs**” is attached hereto.

b. *Monthly Billings.* The Law Firm will bill the City on a regular basis, normally each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.

c. *Rates Generally.* The Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services provided under this agreement for a period of three (3) years from the effective date of this agreement.

8. Billing Statement. The Law Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- a. The date services are provided.
- b. The description of those services.
- c. The legal professional performing those services.
- d. The applicable hourly rate.
- e. The amount of time expended.
- f. A total of the cost of those services.

g. With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

9. Miscellaneous. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.

10. Arbitration. Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute

regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbitrator Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbitrator Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

11. Document Retention. The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.

12. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.

13. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto.

14. Prior Agreements. This Agreement shall supercede all prior agreements between the parties concerning the provision of legal services.

15. Signature. THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this 2nd day of March, 2021, to be effective as of March 1, 2021.

**WILSON WILLIAMS LLP**



By:  
Nina P. Williams, Partner

Date: \_\_\_\_\_

**CITY OF SALIDA, COLORADO**

By: \_\_\_\_\_  
P.T. Wood, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Erin Kelley, City Clerk

## EXHIBIT A

### Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the Client is charged for the long distance telephone connection.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third party costs will be billed to Clients at the same rate the Firm is billed for the third party services.
8. **Lodging:** Costs of lodging, when authorized by the City, are passed along at the actual amount paid.

**WILSON WILLIAMS LLP**  
**PRIVACY POLICY NOTICE**

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Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their Clients of their policies regarding privacy of Client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this privacy policy. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

**NONPUBLIC PERSONAL INFORMATION WE COLLECT:**

In the course of providing our Clients with legal services, we collect personal and financial information about our Clients that is not available to the public and which is provided to us by our Clients or obtained by us with their authorization or consent.

**PRIVACY POLICY:**

As a Client of Wilson Williams LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

**CONFIDENTIALITY AND SECURITY:**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2021

<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Erin Kelley
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**ITEM:**  
 New Hotel and Restaurant Liquor License for Ray Kitson, Pizza Rio dba Pizza Rio, 228 N F Street, Suite 300

**BACKGROUND:**  
 A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on January 21, 2021. The Notice of Public Hearing was published on January 29, 2021 in the Mountain Mail and the premises was posted on February 17, 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 Pizza Rio, conditional upon an inspection by both the police and fire department upon receipt of a Certificate of Occupancy for the structure.

**SUGGESTED MOTIONS:**  
 Following a public hearing on the matter, a Licensing Authority member should make a motion to approve a new Hotel and Restaurant Liquor License for Ray Kitson, 228 N F Street, nit 300, dba Pizza Rio, 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.

DR 8404 (08/14/17)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

## Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> 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; <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a>			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> 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 <b>Pizza Rio</b>			FEIN Number [REDACTED]
2a. Trade Name of Establishment (DBA) <b>Pizza Rio</b>		State Sales Tax Number [REDACTED]	Business Telephone [REDACTED]
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <b>228 N F St.</b>			
City <b>Salida</b>	County <b>Chaffee</b>	State <b>CO</b>	ZIP Code <b>81201</b>
4. Mailing Address: (Number and Street) <b>228 N F St.</b>		City or Town <b>Salida</b>	State <b>CO</b>
5. Email Address <b>asmith@kitsonholdingsllc.com</b>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <b>Boathouse Cantina</b>		Present State License Number <b>35-22040-0000</b>	Present Class of License <b>Hotel/Restaurant</b>
		Present Expiration Date <b>4-21-21</b>	
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
<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 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	
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 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	
Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> 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
			\$

Item 5.

Name	Type of License	Account Number		
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 <b>managers</b> under the <b>age</b> of twenty-one years? <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>				
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):				
(a) Been denied an alcohol beverage license? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
(b) Had an alcohol beverage license suspended or revoked? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
If you answered <b>yes</b> to 8a, b or c, <b>explain</b> in detail on a separate sheet.				
9. Has a liquor license application (same license <b>class</b> ), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
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? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
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? <b>NOTE:</b> 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. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
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? <b>NOTE:</b> 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. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
13b. Are you a Colorado resident? <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span>				
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 <b>name</b> of the business and list any <b>current</b> financial interest in said business including any loans to or from a licensee. <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span>				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span>				
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Kitson Holdings, LLC	Pizza Rio	N/A		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
c. Attach a <b>diagram</b> 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 <b>diagram</b> should be no larger than 8 1/2" X 11".				
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.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span> If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: <b>Attach a copy of applicable documentation</b>				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
(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? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
(c) How long has the club been incorporated? _____				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				


## Tax Check Authorization, Waiver, and Request to Release Information

I, Ray Kitson am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Pizza Rio (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.

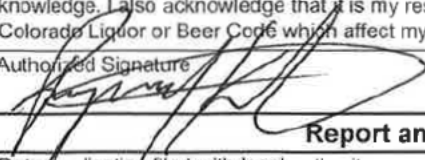
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, 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>Pizza Rio</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>228 N F St.</u>			
City <u>Salida</u>		State <u>CO</u>	Zip <u>81201</u>
Home Phone Number		Business/Work Phone Number <u>719-239-0959</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Ray Kitson</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>1-13-21</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).

Name	Type of License	Account Number																														
<p><b>21. Campus Liquor Complex applicants answer the following:</b></p> <p>(a) Is the applicant an institution of higher education? <span style="float:right">Yes No <input type="checkbox"/> <input type="checkbox"/></span></p> <p>(b) Is the applicant a person who contracts with the institution of higher education to provide food services? <span style="float:right">Yes No <input type="checkbox"/> <input type="checkbox"/></span></p> <p style="text-align:center"><b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b></p>																																
<p><b>22. For all on-premises applicants:</b></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><b>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.</b> <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p>																																
<p><b>24. Related Facility - Campus Liquor Complex applicants answer the following:</b></p> <p>a. Is the related facility located within the boundaries of the Campus Liquor Complex? <span style="float:right">Yes No <input type="checkbox"/> <input type="checkbox"/></span></p> <p>If yes, please provide a map of the geographical location within the Campus Liquor Complex.</p> <p>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><b>25. Tax Dstraint 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 dstraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.</b> <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p>																																
<p><b>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 8404-1 (Individual History Record), and submit fingerprint cards to the local licensing authority.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Home Address, City &amp; State</th> <th style="width:10%;">DOB</th> <th style="width:15%;">Position</th> <th style="width:15%;">%Owned</th> </tr> </thead> <tbody> <tr> <td>Raymond Kitson</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>Owner</td> <td>100</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Home Address, City & State	DOB	Position	%Owned	Raymond Kitson	[REDACTED]	[REDACTED]	Owner	100																				
Name	Home Address, City & State	DOB	Position	%Owned																												
Raymond Kitson	[REDACTED]	[REDACTED]	Owner	100																												
<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 checked="" 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	
<b>Oath Of Applicant</b>			
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 <b>Ray Kitson, owner</b>	Date <b>1-13-21</b>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>			
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"/> <input type="checkbox"/>
<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"/>
<b>NOTE:</b> 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 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>			
Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date
Signature	Print	Title	Date

### 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 <b>Pizza Rio</b>	Home Phone Number	Cellular Number <b>719-557-0922</b>
2. Your Full Name (last, first, middle) <b>Kitson, Raymond</b>	3. List any other names you have used	
4. Mailing address (if different from residence) <b>228 N F St.</b>	Email Address <b>asmith@Kitsonholdingsllc.com</b>	

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]	<b>Salida, CO 81201</b>	<b>1992</b>	<b>2021</b>
Previous			

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
<b>Boathouse Cantina</b>	<b>228 N F St. Salida, CO 81201</b>	<b>Owner</b>	<b>2008</b>	<b>2021</b>

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.)  Yes  No

**Current license - Boathouse Cantina 2008 - present**  
 - Ray Kitson, owner 100% [REDACTED]

**Previous license - Rivers Edge 2012-2016 Ray Kitson, owner 100%**

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.)  Yes  No

DR 8404-1 (03/20/19)

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	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
		New York, New York	<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
		BRO	BLU
			p. Gender
			male
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 # [redacted] State CO			

14. Financial Information.  
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.  
 \$ 0.00

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. \$ 200,000  
 \* 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
Cash		Owner Financing	\$200,000

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 Raymond Kitson	Print Signature Ray Kitson	Title owner	Date 11/21/21
--	-------------------------------	----------------	------------------







1 FOODSERVICE EQUIPMENT PLAN LEVEL-3 (OPTION #3)  
Scale: 1/8" = 1'-0"



EQUIPMENT PLAN & SCHEDULE						
ITEM NO	QTY	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER	EQUIPMENT REMARKS	ITEM NO
01	1	COOLER CONDENSER	ARCTIC	RF100M45GA	VERIFY REMOTE LOCATION	01
02	1	MIX-IN COOLER	ARCTIC	CU200M		02
04	1	EVAPORATOR COIL	ARCTIC	RELA-09H-24RE		04
04	3	WALL-MN REFRIGERATOR BACK	METRO	RF13N	MOBILE	04
05	-	SPARE NUMBER				05
06	3	WIRE SHELVING	CENTRAIR			06
07	1	TWASH RECEPTACLE	BY OWNER	BY OWNER	BY OWNER	07
08	1	DISHWASHER/3-COMPARTMENT SINK	FABCO	F5007X	FABRICATED W/ (3) 20" X 20" X 12" SINKS	08
09	1	HAND SINK, WALL MOUNT	ADVANCE TABCO	7-PS-60	SOAP & TOWEL DISPENSER BY OWNER	09
10	-	SPARE NUMBER				10
11	1	PRE-RINSE SPRAY W/ ADD-ON FAUCET	FISHER	34388		11
12	1	WALL/SPLASH MOUNT FAUCET	FISHER	3253	12" SWING SPOUT	12
13	1	WATERWASHER (BY OWNER)	AUTO-CHLOR (BY OWNER)	AST (BY OWNER)	VERIFY REQUIREMENTS WITH OWNER	13
14	1	CLEAN DECK TABLE	FABCO	F5007X	FABRICATED	14
15	-	SPARE NUMBER				15
16	-	SPARE NUMBER				16
17	-	SPARE NUMBER				17
18	1	DRAINAGE RACK	MINNETT	0400-3-824	TUBULAR	18
19	-	SPARE NUMBER				19
20	1	WIRE SHELVING	CENTRAIR			20
21	1	SPIRAL LUGGER (BY OWNER)	AMERICAN BAKING SYSTEMS	ABSPM-80	VERIFY REQUIREMENTS W/ OWNER	21
22	1	WORK TABLE WITH SINK	PS FABCO	CUSTOM		22
23	1	FAUCET, WALL MOUNT	FISHER	3253	12" SWING SPOUT	23
24	2	UNDERCOUNTER BIN	CAMERO	882014B		24
25	-	SPARE NUMBER				25
26	1	DOUGH BOUNDER (BY OWNER)	SCHMERTZ	SDR-400	VERIFY REQUIREMENTS W/ OWNER	26
27	1	HAND SINK, WALL MOUNT	ADVANCE TABCO	7-PS-60	SOAP & TOWEL DISPENSER BY OWNER	27
28	1	SANDWICH/SALAD PREP REFRIGERATOR	TRUE MANUFACTURING	TS3U-36-08-1C		28
29	-	SPARE NUMBER				29
30	1	SNEEZE GUARD	ADVANCE TABCO	5000-144		30
31	1	PIZZA PREP REFRIGERATOR	TRUE	TYP-47-93-1C	MOBILE	31
32	4	WIRE SHELF, CEILING MOUNT	ADVANCE TABCO	CU104K	HUNG DOWN FROM CEILING BY OTHERS	32
33	1	REFRIGERATOR/FREEZER RACK	METRO	RF13N	MOBILE	33
34	-	SPARE NUMBER				34
35	-	SPARE NUMBER				35
36	-	SPARE NUMBER				36
37	1	FIRE SUPPRESSION SYSTEM	COPTIME AIRE	-	REFER TO EXHAUST HOOD DRAWINGS	37
38	1	EXHAUST HOOD	COPTIME AIRE	-	REFER TO EXHAUST HOOD DRAWINGS	38
39	-	SPARE NUMBER				39
40	-	SPARE NUMBER				40
41	1	SE-BURNER COUNTERTOP HOT PLATE	SOUTHBEND	H00-38		41
42	1	REFRIGERATED CHEF BASE	TRUE MANUFACTURING	TR08-38		42
43	1	PASTA COOKER, GAS	SOUTHBEND	NO014		43
44	1	PASTA RINSE STATION	SOUTHBEND	H00414		44
45	-	SPARE NUMBER				45
46	1	PIZZA CHEF (BY OWNER)	PIZZAMASTER	8447D	4 TIER, VERIFY REQUIREMENTS WITH OWNER	46
47	1	CONDENSATE HOOD (BY OWNER)	TBO	TBO	VERIFY REQUIREMENTS WITH OWNER	47
48	1	CONDENSATE HOOD FAN	COPTIME AIRE	T180	REFER TO EXHAUST HOOD DRAWINGS	48
49	1	WORK TABLE, WOOD TOP	JOHN BOOS & CO.	TN502	MOBILE	49
50	1	CEILING MOUNTED SHELF	BY GENERAL CONTRACTOR	CUSTOM		50
51	1	UNDERCOUNTER FREEZER (BY OWNER)	BY OWNER	BY OWNER	MOBILE, VRY REQ'S W/ OWNER	51
52	1	WOOD TOP	JOHN BOOS	87M-EL3060		52
53	-	SPARE NUMBER				53
54	-	SPARE NUMBER				54
55	-	SPARE NUMBER				55
56	1	POS COUNTER	BY MILLWORK CONTRACTOR	CUSTOM		56
57	2	POS SYSTEM	BY OWNER	BY OWNER	VERIFY REQUIREMENTS WITH OWNER	57
57.1	2	POS PRINTER	BY OWNER	BY OWNER	VERIFY REQUIREMENTS WITH OWNER	57.1
58	-	SPARE NUMBER				58
59	-	SPARE NUMBER				59
60	1	HEATED HOLDING CABINET	METRO	C568-100-L	MOBILE	60
61	1	REFRIGERATED BACK BAR	PERLUCK	8853MPL	MOBILE	61
62	1	REFRIGERATED BACK BAR (COOLING)	PERLUCK	88500PR	VERIFY REQUIREMENTS WITH OWNER	62
63	1	REFRIGERATED BACK BAR	PERLUCK	88534PR		63
64	-	SPARE NUMBER				64
65	1	ICE MAKER W/ BIN	SCOTTSMAN	CU033MA-1		65
65.1	1	WATER FILTRATION SYSTEM	SCOTTSMAN	AP1-P		65.1
66	-	SPARE NUMBER				66
67	1	UNDERBAR GLASS RACK STORAGE	PERLUCK	7055A-D		67
68	1	UNDERBAR ICE CHEST	PERLUCK	TS24C10		68
68.1	1	UNDERBAR SODA GUN FILLER	PERLUCK	756020		68.1
69	-	SPARE NUMBER				69
70	1	BAR DIE	BY MILLWORK CONTRACTOR	CUSTOM		70
71	1	UNDERBAR HANDSINK	PERLUCK	83129W	LEFT & RIGHT SPLASH	71
72	1	WATERWASHER, UNDERCOUNTER (BY OWNER)	AUTO-CHLOR (BY OWNER)	324	VERIFY REQUIREMENTS W/ OWNER	72
73	1	DUMP SINK & STORAGE CABINET	PERLUCK	7057-3		73
74	1	UNDERBAR GLASS RACK STORAGE	PERLUCK	7055A-D		74
75	-	SPARE NUMBER				75
76	1	UNDERBAR ICE CHEST	PERLUCK	TS24C10		76
76.1	1	UNDERBAR SODA GUN FILLER	PERLUCK	756020		76.1
77	-	SPARE NUMBER				77
78	1	SODA SYSTEM & RACK	-	-	VERIFY UTILITIES IN BASEMENT	78
78.1	1	CO2 TANK	-	-	VERIFY UTILITY REQUIREMENTS IN BASEMENT	78.1
79	-	SPARE NUMBER				79
80	-	SPARE NUMBER				80
81-100	-	SPARE NUMBERS				81-100

PRELIMINARY  
NOT FOR CONSTRUCTION

BARGREN ELLINGSON  
ARCHITECTS

PIZZA RIO  
AT MANHATTAN HOTEL  
228 NORTH 'F' STREET  
SALIDA, COLORADO 81201

REVISION INFORMATION

#	DATE	PERIOD
1	11-20-20	REVISED
2	11-20-20	REVISED
3	11-20-20	REVISED
4	11-20-20	REVISED
5	11-20-20	REVISED
6	11-20-20	REVISED
7	11-20-20	REVISED
8	11-20-20	REVISED
9	11-20-20	REVISED
10	11-20-20	REVISED

DRAWN BY:  
UCM  
PROJECT MANAGER:  
ANDREW ARDAGLETA  
SHEET TITLE:  
FOODSERVICE  
EQUIPMENT  
PLAN  
SHEET NUMBER:

FS1-1  
1 OF 4

12/23/2020 PROGRESS PRINT

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,

Pizza Rio, Inc.

is a

Corporation

formed or registered on 10/14/2020 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 20201886375 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/15/2021 that have been posted, and by documents delivered to this office electronically through 01/19/2021 @ 12:40:07 .

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 01/19/2021 @ 12:40:07 in accordance with applicable law. This certificate is assigned Confirmation Number 12863877 .



*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."*



1/21/22

Liquor Enforcement Division  
PO Box 17087  
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Restaurant and Hotel CITY License for Pizza Rio dba Pizza Rio 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 1<sup>st</sup> Street, Suite 112  
SALIDA, CO 81201

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

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

Pursuant to the Liquor Laws of the State of Colorado, Pizza Rio dba Pizza Rio, 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 228 N F Street, Salida, CO 81201.

A hearing on the application received January 21, 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, March 2, 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 March 2, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1<sup>st</sup> Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY

  
Erin Kelley, City Clerk

Premises Posted: February 19, 2021  
Publish in Mountain Mail: January 29, 2021

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

Item 5.

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LOCAL LICENSING AUTHORITY

Erin Kelley Clerk

- 30 -

Premises Posted: February 19, 2021  
Published in The Mountain Mail January 29, 2021

Item 5.



# NOTICE

## PURSUANT TO THE LIQUOR LAWS OF COLORADO

Pizza Rio dba Pizza Rio

228 N F Street #300

Salida, CO 81201

**HAS REQUESTED THE LICENSING  
OFFICIALS OF** the City of Salida

**TO** Approve a new Hotel and Restaurant Liquor License  
**LICENSE AT:** 228 N F Street #300

Pizza Rio

### HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers 448 E 2<sup>nd</sup> Street Room 190 Salida, CO 81201

<https://attendee.gotowebinar.com/register/6382995264411304366> or in person if

the County remains in level YELLOW (COVID)

**TIME AND DATE:** 3/2/21 6 pm.

**DATE OF APPLICATION:** January 21, 2021

**BY ORDER OF:** City of Salida

**OFFICERS:** Ray Kitson

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

-Liquor and Beer License Hearing Sign-

\* INSERT "GRANT", "RENEW", OR "TRANSFER OWNERSHIP OF"

16A103 BUSINESS INK





Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit www.sos.state.co.us.

Document number: 20201886375  
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Profit Corporation**  
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Pizza Rio, Inc.

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address 228 N. F Street  
*(Street number and name)*

Salida CO 81201  
*(City) (State) (ZIP/Postal Code)*  
CO United States  
*(Province - if applicable) (Country)*

Mailing address 228 N. F STREET  
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

Salida CO 81201  
*(City) (State) (ZIP/Postal Code)*  
CO United States  
*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Lowe Sandra K  
*(if an individual) (Last) (First) (Middle) (Suffix)*

or

*(if an entity) (Caution: Do not provide both an individual and an entity name.)*

Street address 228 N. F STREET  
*(Street number and name)*

Salida CO 81201  
*(City) (State) (ZIP/Postal Code)*

Mailing address   
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

CO  
*(City) (State) (ZIP/Postal Code)*

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name  
(if an individual) Raymond Kitson G  
(Last) (First) (Middle) (Suffix)

or  
(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Mailing address  
[Redacted]  
(Street number and name or Post Office Box information)

Salida CO 81201  
(City) (State) (ZIP/Postal Code)  
CO United States  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 100 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Lowe</u>	<u>Sandra</u>	<u>K</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>228 N. F STREET</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Salida</u>	<u>CO</u>	<u>81201</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province - if applicable)</small>	<small>(Country)</small>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Item 5.

**RECORDATION REQUESTED BY:**

High Country Bank  
7360 West US Highway 50  
P.O. Box 309  
Salida, CO 81201

**WHEN RECORDED MAIL TO:**

High Country Bank  
7360 West US Highway 50  
P.O. Box 309  
Salida, CO 81201

**SEND TAX NOTICES TO:**

High Country Bank  
7360 West US Highway 50  
P.O. Box 309  
Salida, CO 81201

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**MAXIMUM PRINCIPAL AMOUNT SECURED.** The Lien of this Deed of Trust shall not exceed at any one time \$125,000.00 except as allowed under applicable Colorado law.

**THIS DEED OF TRUST** is dated November 27, 2019, among **KITSON HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose address is 228 N F STREET, SALIDA, CO 81201 ("Grantor"); High Country Bank, whose address is 7360 West US Highway 50, P.O. Box 309, Salida, CO 81201 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of CHAFFEE County, Colorado (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CHAFFEE County, State of Colorado:

See EXHIBIT A. TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCH AND DITCH RIGHTS, WELL AND WELL RIGHTS AND WELL PERMIT ASSIGNED TO SAID PROPERTY. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO SAID PROPERTY. . which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 228 NORTH F STREET, SALIDA, CO 81201.

**REVOLVING LINE OF CREDIT.** This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property.

Loan No: 01-880702-01

**DEED OF TRUST  
(Continued)**

Page 2

whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals including oil and gas, coal, clay, stone, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the existing indebtedness retained to below, and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions; and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

**Existing Lien.** The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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**SECURITY AGREEMENT: FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (such as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES: ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the form and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to

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perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Sale of the Property.** In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of indebtedness so used or applied may be credited thereon as having been paid.

**Attorneys' Fees: Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appraisals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

**NOTICE.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of the Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merge.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Chaffee



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County, State of Colorado.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive their right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initials) *[Handwritten initials]*

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

- Beneficiary.** The word "Beneficiary" means High Country Bank, and its successors and assigns.
- Borrower.** The word "Borrower" means KITSON HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY and includes all co-signers and co-makers signing the Note and all their successors and assigns.
- Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.
- Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".
- Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1980, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.
- Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.
- Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.
- Grantor.** The word "Grantor" means KITSON HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY.
- Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.
- Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.
- Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.
- Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.
- Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under the Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.
- Lender.** The word "Lender" means High Country Bank, its successors and assigns.
- Note.** The word "Note" means the promissory note dated November 27, 2019, in the original principal amount of \$125,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.
- Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accretions, curia, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds including without limitation all insurance proceeds and refunds of premium from any sale or other disposition of the Property. However, because the Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).
- Property.** The word "Property" means collectively the Real Property and the Personal Property.

Item 5.

**DEED OF TRUST**  
(Continued)

Loan No: 01-880702-01

Page 7

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, leases, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means the Public Trustee of CHAFFEE County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

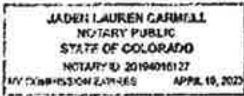
KITSON HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:   
RAYMOND G. KITSON, Manager of KITSON HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Colorado )  
 )  
COUNTY OF Chaffee )

This record was acknowledged before me on November 23, 2019 by RAYMOND G. KITSON, Manager of KITSON HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY.



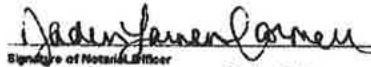
  
Signature of Notarial Officer  
Notary Public in and for the State of Colorado  
My commission expires 4/16/25

EXHIBIT A

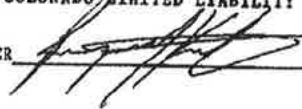
The Land referred to herein below is situated in the County of Chaffee, State of Colorado, and is described as follows:

A parcel of land located with the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 32, Township 50 North, Range 9 East of the New Mexico Principal Meridian and also being within the City of Salida, all located in Chaffee County, Colorado, said parcel being described as follows:

Beginning at a point on the Northwestern boundary of "F" Street from whence the intersection of the Northwestern boundary of "F" Street with the Northeastly boundary of Sackett Avenue, bears South 37°46' West 123.0 feet; thence proceeding around the parcel herein described North 52°14' West parallel with the said Northeastly boundary of Sackett Avenue 84.0 feet; thence North 37°46' East parallel with said Northwestern boundary of "F" Street 156 feet, more or less, to the centerline of the Arkansas River; thence along said river centerline 84.21 feet, more or less, to a point on the Northwestern boundary of "F" Street; thence along the above said Northwestern boundary South 37°46' West 150 feet, more or less, to the point of beginning.

KITSON HOLDINGS, LLC., A COLORADO LIMITED LIABILITY COMPANY

RAYMOND G. KITSON, MANAGER





**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 2, 2021

<b>ORIGINATING DEPARTMENT:</b> City Clerk's Office	<b>PRESENTED BY:</b> Erin Kelley
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**ITEM: Ordinance 2021-02, Amending Chapter 6 of the Salida Municipal Code concerning Business Licensing and Regulations generally, including Marijuana and Short-Term Rentals**

**BACKGROUND:**

Through their daily work with certain city business licenses, the City Clerk and Deputy City Clerk have observed some practical areas for improvement within Salida Municipal Code, Chapter 6, Article III and Article VI, regarding marijuana licenses and short-term rental licenses, respectively.

The City Clerk's office and City Attorney have also noted updates to state law, which necessitate certain amendments to these Articles.

These amendments include deleting the requirement for a Colorado state sales tax license in our Short-Term Rental License applications. It also includes amending the renewal requirements for marijuana licenses, to be compliant with state law, as well as resolve inconsistencies within our current municipal code.

Finally, the City's 2018 special election changed the City Clerk position from part-time elected, to full-time appointed job. Therefore, it makes sense to conform Chapter 6 to officially grant the City Clerk's duties as it relates to business licensing.

**FISCAL NOTE:** None anticipated

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 2021-02 on second reading.

**SUGGESTED MOTIONS:**

Following a Public Hearing a Council Person should make a motion to approve Ordinance 2021-02, on second reading, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 02  
SERIES OF 2021**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO  
AMENDING CHAPTER 6 OF THE SALIDA MUNICIPAL CODE CONCERNING  
BUSINESS LICENSING AND REGULATIONS GENERALLY, AND INCLUDING  
MARIJUANA LICENSING, AND SHORT-TERM RENTAL BUSINESS LICENSES**

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

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

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

**WHEREAS**, pursuant to this authority, the City has previously adopted certain provisions concerning business licenses and regulations within Chapter 6 of the Salida Municipal Code (“Code”), including Article III, concerning Marijuana, and Article VI, concerning short-term rental licenses; and

**WHEREAS**, through observing the processes provided for in Article VI of the Code concerning short-term rental licenses, along with its practical application and limitations, staff within the City Clerk’s office has recommended the removal of the requirement for a Colorado state sales tax license, which the State of Colorado has deemed unnecessary for such purposes, and which City staff has found it therefore confusing for licensees and potential applicants; and

**WHEREAS**, through also observing the processes provided for in the Article III of the Code concerning renewal of marijuana licenses, along with its practical application, as well as relatively recent amendments to the Colorado Revised Statutes, staff within the City Clerk’s office and the City Attorney has recommended amendments to Code requirements surrounding such renewal applications, in order to be compliant with State law; and

**WHEREAS**, Council, along with City staff, now also finds it efficient and desirable to streamline its Business Licensing Chapter 6 of the Code, to clean up some inconsistencies and to resolve and make conforming amendments in connection with same; and

**WHEREAS**, Council has conducted its review of the issues, and find that it would further the public health, safety and welfare of the residents, businesses and customers of Salida to amend Chapter 6, as provided below.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:**

**Section 1.** The aforementioned recitals are hereby fully incorporated herein.

**Section 2.** Section 6-6-20 of the Salida Municipal Code, regarding Short-Term Rental Licensing limitations and requirements, is hereby amended to read as follows:

**Sec. 6-6-20. – Licensing; Limitations; Requirements**

- (a) It shall be unlawful for any person or entity to engage in the short-term rental business without first applying for and procuring a license from the City Administrator. The initial license fee, renewal license fee and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time, and payable annually in advance.
- (b) Upon approval of a business license pursuant to this Article, the City Administrator shall issue a business license number to each short-term rental business.
- (c) Short-term rental businesses shall include their business license number in the title of the listing for all public advertising, including but not limited to webhosting services such as Airbnb, Home Away, Trip Advisor, VRBO, etc.
- ~~(d) An applicant shall not be granted a short-term rental license without submitting a copy of a valid Colorado sales tax license for rental activity, or a pending application, specific to the property being rented. If the property is owned or managed by a property management company, that entity must obtain a Colorado sales tax license specific to the taxing jurisdiction of the City of Salida.~~
- (e) Applications for a short-term rental license shall be submitted on a completed form provided by the City, and the City shall accept no incomplete applications. Applications shall include all information required on the form, ~~including, but not limited to, a copy of the applicable sales tax license.~~
- (f) Each licensee shall submit to the City, on a yearly basis, and upon renewal, an affidavit, signed by the licensee and notarized, attesting to the duration and frequency of the prior year's short term rental history, as well as confirmation of payment of all applicable sales and occupational lodging taxes.

**Section 3.** Chapter 6, Article VI is hereby renamed as follows:

**ARTICLE VI. – SHORT-TERM RENTAL BUSINESS LICENSE**

**Section 4.** Section 6-3-110 of the Salida Municipal Code, regarding duration and renewal of marijuana licenses, is hereby amended to read as follows:

**Sec. 6-3-110. – Duration of license; renewal.**

- (a) Each license issued pursuant to this Article shall be valid for one (1) year from the date of issuance, and may be renewed as provided in this Section.

- (b) An application for the renewal of an existing license shall be made to the Local Licensing Authority ~~not less than forty five (45) days~~ prior to the date of expiration. No application for renewal shall be accepted by the Local Licensing Authority after such date.
- (c) The provisions of Sections 6-3-30 through 6-3-90, inclusive, shall apply to the processing of an application to renew a license unless specifically waived by the Local Licensing Authority based upon no changed circumstances. The timely filing of a renewal application shall extend the current license until a final decision is made on the renewal application, including any appeal of the City Administrator's decision to the City Council.
- (d) The applicant shall at the time of an application to renew a license not be delinquent on any applicable City's fees or taxes.
- (e) At the time of the filing of an application for the renewal of an existing license the applicant shall pay a renewal fee in an amount established by resolution of the City Council, as may be amended.
- (f) The Local Licensing Authority may refuse to renew a license for good cause, **after a public hearing, pursuant to the applicable provisions in sections 6-3-30, 6-3-60, 6-3-70, and 6-3-130.**

**Section 5.** Chapter 6 of the Salida Municipal Code is hereby amended as follows:

“City Administrator” shall be struck, and replaced with “**City Administrator or City Clerk.**” in all thirty-five (35) instances where “City Administrator” appears within Chapter 6 of this Code.

**Section 6.** **Severability.** The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on February 16, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 19th day of February, 2021 and set for second reading and public hearing on the 2<sup>nd</sup> day of March, 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this 2<sup>nd</sup> day of March, 2021.

City of Salida

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Mayor P.T. Wood

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk





### REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2021

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Bill Almquist
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**ITEM:**

Resolution 2021-04: A resolution declaring the Upchurch Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for April 20, 2021.

**BACKGROUND:**

On December 14, 2020 staff received an application from Tory and Clee Upchurch to annex the 5.32 acre property into the City, along with a stretch of County Road 140 south of the property. A conceptual review meeting was held with Planning Commission and Council on January 4, 2021.

Following subsequent conversations with Chaffee County, per the intergovernmental agreement regarding annexations, the City requested that the applicant include in the annexation plat an additional portion of CR 140 that is not contiguous to the property but that would end at the western extent of CR 141. This approximately 180 additional feet of roadway would simplify the boundaries of maintenance responsibilities for both the City and the County. The revised plat, including 2.58 acres of CR 140 was submitted to the City on February 11, 2021.





**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 2, 2021

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Bill Almquist
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When annexing a property the City must follow state statutes for contiguity and procedural requirements. The steps and standards include:

- 1/6<sup>th</sup> of the perimeter of a proposed annexation must be contiguous with the City of Salida (can be achieved via the simultaneous annexation of a contiguous public right-of-way);
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
- The public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation;
- Council holds a public hearing to review and possibly approve an annexation agreement; and
- Council holds a public hearing to review and possibly approve the proposed zoning.

**STAFF RECOMMENDATION:**

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for April 20, 2021.

**SUGGESTED MOTIONS:**

A Council person should make a motion to “approve Resolution 2021-04 declaring the Upchurch Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for April 20, 2021.”

Attachments:

Resolution 2021-04

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 04  
SERIES OF 2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE UPCHURCH ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.**

WHEREAS, in December 2020, Tory and Clee Upchurch filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 5.32 acres located between County Roads 140 and 141, and 2.58 acres of County Road 140 from the eastern terminus of County Road 141 to the western terminus of County Road 141 in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
  - a. Not less than 1/6<sup>th</sup> of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
  - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
  - c. The area proposed to be annexed is urban or will be urbanized in the near future.
  - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:

- a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
  - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
  - ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;
3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on April 20, 2021, commencing at or about the hour of 6:00 p.m, remotely through the GoToWebinar application via this 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 April 20, 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.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 2nd day of March, 2021.

CITY OF SALIDA, COLORADO

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P.T. Wood, Mayor

[SEAL]  
ATTEST:

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City Clerk/Deputy City Clerk

**LEGAL DESCRIPTION**

ALL THAT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF DUPLEX 4-A, BOUNDARY LINE ADJUSTMENT AND REPLAT OF COCHETOPA ESTATES, AS RECORDED AT RECEPTION NO. 309631 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE A 2 1/2" ALUMINUM CAP STAMPED "RM", LS 16117 BEARS SOUTH 86°38'21" WEST, A DISTANCE OF 13.80 FEET;  
THENCE SOUTH 01°25'11" WEST, A DISTANCE OF 82.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140;  
THENCE NORTH 88°35'30" WEST ALONG SAID CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 777.08 FEET;  
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 140 NORTH 88°34'33" WEST, A DISTANCE OF 497.11 FEET;  
THENCE NORTH 00°58'40" EAST, A DISTANCE OF 80.87 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER AND THE NORTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 140, MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776;  
THENCE SOUTH 88°38'54" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 185.05 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269;  
THENCE NORTH 00°52'55" EAST, A DISTANCE OF 220.83 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269;  
THENCE NORTH 88°32'00" WEST, A DISTANCE OF 184.68 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 AND ON THE EASTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 141;  
THENCE NORTH 00°58'40" EAST ALONG SAID EASTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 141, A DISTANCE OF 124.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 141;  
THENCE SOUTH 88°31'21" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 141, A DISTANCE OF 801.81 FEET TO THE NORTHWEST CORNER OF LOT 1, 141 ANNEX MINOR SUBDIVISION AS RECORDED AT RECEPTION NO. 447958 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER;  
THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 279296 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER AND A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140;  
THENCE SOUTH 88°30'29" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 416.06 FEET, TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 389150 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER;  
THENCE SOUTH 78°51'30" EAST, A DISTANCE OF 60.86 TO THE POINT OF BEGINNING.  
CONTAINING 7.90 ACRES, MORE OR LESS

PREPARED BY:





# UPCHURCH ANNEXATION TO THE CITY OF SALIDA

LOCATED IN THE SE¼ SW¼  
OF SECTION 31  
T50N R9E OF THE N.M.P.M.  
CHAFFEE COUNTY, COLORADO

### PLANNING COMMISSION APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE UPCHURCH ANNEXATION WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AND IS DULY RECORDED.

\_\_\_\_\_  
CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP ALONG WITH A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE UPCHURCH ANNEXATION WERE ACCEPTED FOR FILING IN MY OFFICE AT \_\_\_\_\_ M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 UNDER RECEPTION NUMBER \_\_\_\_\_.

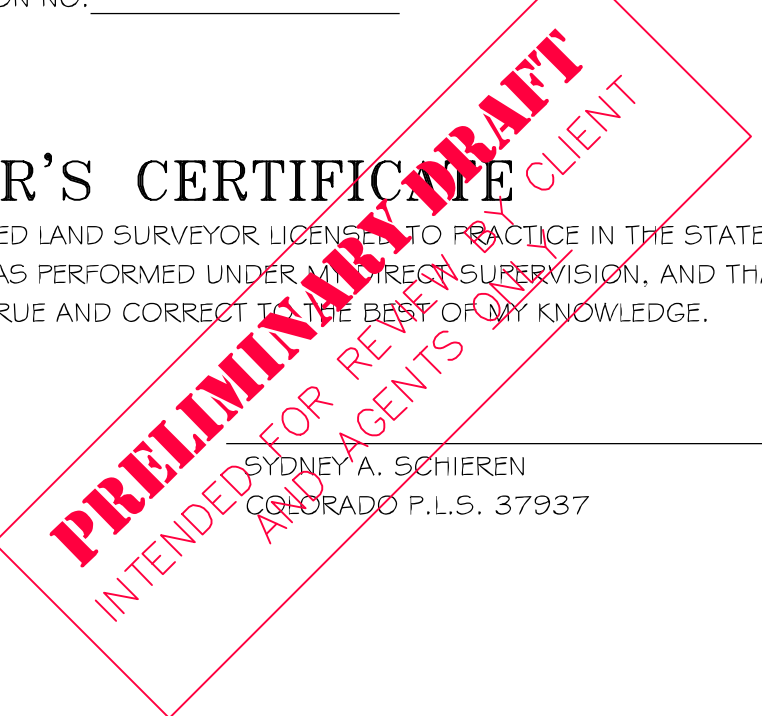
\_\_\_\_\_  
CHAFFEE COUNTY CLERK AND RECORDER

### GENERAL NOTES

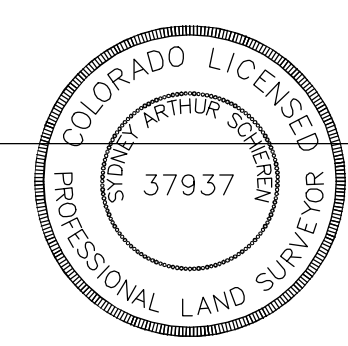
- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 BETWEEN TWO 1" ALUMINUM CAPS STAMPED "LS 1776" HAVING A BEARING OF NORTH 89°41'28" WEST.
- 2) THIS SURVEY WAS DONE IN CONJUNCTION WITH FIRST AMERICAN TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE & ESCROW), COMMITMENT NO. 20-12552, DATED AUGUST 31, 2020.
- 3) TOTAL AREA TO BE ANNEXED=7.90 ACRES +/-
- 4) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_

### 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 PERSONAL 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



### CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH, AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPTING PUBLIC STREETS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON \_\_\_\_\_, 2021, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1); WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON \_\_\_\_\_, 2021, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. \_\_\_\_\_ (SERIES 2021), DETERMINING THAT THE ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON \_\_\_\_\_, 2021 THE CITY COUNCIL ADOPTED ORDINANCE NO. \_\_\_\_\_ (SERIES 2021) APPROVING AND ANNEXING UPCHURCH ANNEXATION TO THE CITY OF SALIDA; NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE UPCHURCH ANNEXATION TO THE CITY OF SALIDA AS DESCRIBED HEREIN, TO WIT:

ALL THAT TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF DUPLEX 4-A, BOUNDARY LINE ADJUSTMENT AND REPLAT OF COCHETOPA ESTATES, AS RECORDED AT RECEPTION NO. 309631 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE A 2 1/2" ALUMINUM CAP STAMPED "RM", LS 16117 BEARS SOUTH 86°38'21" WEST, A DISTANCE OF 13.80 FEET; THENCE SOUTH 01°25'11" WEST, A DISTANCE OF 82.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 88°35'30" WEST ALONG SAID CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 777.08 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 140 NORTH 88°34'33" WEST, A DISTANCE OF 497.11 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 80.87 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER AND THE NORTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 140, MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776; THENCE SOUTH 88°38'54" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 185.05 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269; THENCE NORTH 00°52'55" EAST, A DISTANCE OF 220.83 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269; THENCE NORTH 88°32'00" WEST, A DISTANCE OF 184.68 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 AND ON THE EASTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 141; THENCE NORTH 00°58'40" EAST ALONG SAID EASTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 141, A DISTANCE OF 124.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 141; THENCE SOUTH 88°31'21" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 141, A DISTANCE OF 801.81 FEET TO THE NORTHWEST CORNER OF LOT 1, 141 ANNEX MINOR SUBDIVISION AS RECORDED AT RECEPTION NO. 447958 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 279296 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER AND A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE SOUTH 88°30'29" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 416.06 FEET, TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 389150 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER; THENCE SOUTH 78°51'30" EAST, A DISTANCE OF 60.86 TO THE POINT OF BEGINNING, CONTAINING 7.90 ACRES, MORE OR LESS

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CITY OF SALIDA

By: \_\_\_\_\_  
MAYOR

### 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 KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
TITLE AGENT

### CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH ARE THE OWNERS OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

OWNERS:

\_\_\_\_\_  
KRISHNA CLEE QUICK UPCHURCH

\_\_\_\_\_  
TORY UPCHURCH

COUNTY OF CHAFFEE )  
STATE OF COLORADO ) ss.

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

TOTAL PERIMETER OF LAND TO BE ANNEXED	3,764.36'
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	859.24'
CONTIGUOUS BOUNDARY REQUIREMENT 1/6= 16.7%	22.8%

DATE: FEBRUARY 11, 2021	<p><b>UPCHURCH ANNEXATION TO THE CITY OF SALIDA</b></p> <p>LOCATED IN THE SE¼ SW¼ OF SECTION 31 T50N R9E OF THE N.M.P.M. CHAFFEE COUNTY, COLORADO</p>
JOB # 20165	<p><b>LANDMARK SURVEYING &amp; MAPPING</b></p> <p>P.O. BOX 668 SALIDA, CO 81201 Ph 719.539.4021 FAX 719.539.4031</p>
DATE: NOVEMBER 19, 2020	
SHEET 1 OF 2	

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.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2021:

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Kristi Jefferson
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**ITEM:**

Approval of Resolution 2021-05 Approving Cherry Grove Major Subdivision

**BACKGROUND:**

The applicant is requesting the City Council approve the Cherry Grove Major Subdivision, located at 825 Scott Street. The proposal is to subdivide the 1.2 acre parcel into 7 individual lots. The property is zoned Manufactured Housing Residential (R-4). A Conceptual Review Meeting with the Planning Commission and City Council occurred on January 4, 2021. The Planning Commission reviewed the major subdivision and held a public hearing on January 25, 2021.

**Applicants:** Scott Street LLC (represented by Bill Smith and Lee Hunnicutt).

**Surrounding Land Use and Zoning:** The property to the west is zoned Commercial (C-1) and includes the Eastside Mobile Home Park. To the north and east of this parcel is the River Ridge Major Subdivision which is zoned High Density Residential and Manufactured Housing Residential (R-4). The two properties to the south are in unincorporated Chaffee County.



**MAJOR SUBDIVISION REVIEW:** A major subdivision requires a recommendation from the Planning Commission and final approval by the City Council. The proposed subdivision must comply with the following standards:

- 1. Conformance with the Comprehensive Plan.** The proposed subdivision shall carry out the purpose and spirit of the Comprehensive Plan and conform to all of the Plan’s applicable objectives, guiding principles and recommended actions. It shall be designed to be compatible with surrounding land uses and to protect neighbors from undesirable noise, glare and shadows, and shall not cause adverse effects on their privacy, solar access and views.
  - Infill, redevelopment and maximizing the density allowances are encouraged in Chapter 3, Land Use and Growth. The proposed major subdivision creates seven (7) lots that are compatible in size with other lots in the neighborhood.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 2, 2021:

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Kristi Jefferson
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2. **Complies with the Zone District Standards.** The proposed subdivision shall comply with the use and dimensional standards of the underlying zone district and shall provide off-street parking as required for those uses.
  - The proposed subdivision and ultimate development of the lots will comply with the R-4 standards and other applicable standards of the Land Use and Development Code.
3. **Design Standards.** The proposed subdivision shall be provided with improvements which comply with Section 16-2-60 and landscaping which complies with Section 16-8-90 of this Chapter.
  - a. **Streets.** Existing and proposed streets shall be suitable and adequate to carry anticipated traffic within and in the vicinity of the proposed subdivision.
    - Scott Street and River Ridge Lane are existing streets.
    - The applicant is required to either improve Scott Street or the subdivision improvement agreement will allow the option of providing funds for the construction of Scott Street adjacent to the subdivision, versus construction of the 187.47 foot segment. This determination shall be made by the Public Works Director.
    - The applicant will be required to complete the sidewalk improvements along River Ridge Lane.
4. **Natural Features.** The layout of lots and blocks shall provide desirable settings for structures by making use of natural contours and maintaining existing views, affording privacy for residents and protecting them from adverse noise and vehicular traffic. The system of roadways and the lot layout shall be designed to take advantage of visual qualities of the area. Natural features and native vegetation shall be preserved whenever possible. Tree masses and individual trees of six-inch caliper or greater shall be preserved.
  - There are several mature large oak trees, along the frontage of Scott Street, which should be preserved if possible.
5. **Floodplains.** This property is not located within the 100 year floodplain.
6. **Noise Reduction.** "Where a subdivision borders on or contains a highway right-of-way, the City shall require adequate provisions for reduction of noise. A parallel street, landscaping, screening, easement, greater lot depth, increased rear yard setbacks and fencing are potentially appropriate solutions, among others." The Cherry Grove Subdivision does not border a Highway right-of-way.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2021:

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Kristi Jefferson
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- 7. Future Streets.** When a tract is subdivided into lots or parcels which are intended for future resubdivision, such lots or parcels shall be arranged so as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connectors for such resubdivision.
- There are no new public streets within the subdivision. The applicant is providing a 25' public utility easement along the south side of Lot 2 and the rear of Lots 3-7 that connects to the River Ridge Subdivision access and utility easement.
  - The applicant is proposing a gate across the easement between the Cherry Grove Subdivision and River Ridge Subdivision. If allowed, the Fire Department requires a Knox padlock for Fire Department access.
- 8. Parks, Trails and Open Space.** Each subdivision, minor or major, or condominium project with five (5) units or more, shall dedicate and develop land or pay a fee-in-lieu for the purpose of providing active parks, open space, passive recreation facilities and/or recreation trails or other public purposes as determined by the City for the benefit of those who occupy the property and be made accessible to the public. The intent of this regulation is to ensure that a comprehensive, integrated network of parks, trails and open spaces is developed and preserved as the community grows.
- The applicants have not proposed dedication of land for parks and open space with this subdivision application. With any new residential development the applicant will be required to pay the fee-in-lieu of open space per residential unit at the time of building permit submittal.
- 9. Common Recreation Facilities.** "Where a development is proposed to contain common recreation facilities, such facilities shall be located within the development so as to be easily accessible to the residents and to least interfere with neighboring developments."
- This development does not include any common recreation facilities.
- 10. Lots and Blocks.** "The size, shape and orientation of lots shall be appropriate to the design and location of the proposed subdivision and the type of development contemplated. Where appropriate, lots shall be laid out to respect the existing City pattern. Blocks generally shall not be less than three hundred (300) feet nor more than one thousand two hundred (1,200) feet in length."
- The proposed major subdivision meets this criteria.
- 11. Architecture.** The design of the residential buildings will have to meet the design standards stated in the code to prevent monotonous streetscapes. The minimum standard is the same building front elevation cannot be repeated more than every fifth lot or directly across the street.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 2, 2021:

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Kristi Jefferson
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- The applicant has not submitted any plans to develop the site. Staff is recommending a condition that a plat note be added that the design of the project's residences shall meet the requirements of Section 16-6-120(11).

**12. Codes.** The subdivision will comply with all applicable City building, fire and safety codes for the proposed development.

**13. Inclusionary Housing. 16-13-20**

- a. Any application brought under the annexation or planned development sections of this Code; or condominium plats of five (5) units or greater; and minor and major subdivision sections of this Code is required to include at least twelve and a half percent (12.5%) of the total number of residential dwelling units as affordable dwelling units, subject to the following standards:

- (1) The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning eighty percent (80%) of Area Median Income (AMI) for Chaffee County as defined annually by the United States Department of Housing and Urban Development (HUD).
- (2) Affordable dwelling units shall be permanently restricted as defined by the administrative regulations, or unless a different timeframe is required as a part of a Low Income Housing Tax Credit project.
- (3) If the calculation for inclusionary housing results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40.

- The inclusionary housing requirement for this major subdivision application is one (1) affordable unit or pay a fee in lieu, the lessor of \$15,748 or \$7.87 per habitable square feet of each principal unit, collected at the time of building permit application. The applicant has not indicated if they will provide the affordable unit or meet the requirement through the collection of the fee in lieu.
- If more than eight (8) residential units are built on the lots, the proportional number of affordable units shall be built or the appropriate fee in lieu will be required for each unit.

**RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:**

- Salida Fire Department: Kathy Rohrich, Assistant Chief, responded "Proposed 20' wide gate will be required to have a knox padlock placed for Fire Department access."
- 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 Development Services Department: No response.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 2, 2021:

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Kristi Jefferson
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- Salida Public Works Department: Public Works Director, David Lady - see attached a memo which outlines his requirements. A condition has been added that the Public Works Directors requirements are met.
- Salida Finance Department: Renee Thonhoff – Currently 825 Scott Street is being billed for one sewer tap. Should the subdivision be approved water and sewer system development fees will be required.
- Salida School District: Superintendent, David Blackburn – Fees in lieu are acceptable for this project
- Atmos Energy: Operations Supervisor, Dan Higgins – The suggested gas main location would have to undergo Atmos Energy Engineering review and be subject to Atmos Energy’s standard main extension contract process.

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the application, subject to the changes recommended by the Planning Commission to conditions #1 c. and the addition of #5 and #6, as noted in red font below. The applicants are not in favor of creating a Home Owners Association agreement to maintain the gate and motorized access/utility easement, as recommended by the Planning Commission. Since the January 25, 2021 Planning Commission meeting, the applicant has proposed a driveway easement as an alternative to the creation of an HOA. According to City Attorney Nina Williams, this proposed agreement does not sufficiently address the concerns of the Planning Commission, if the applicant insists on installing the gate across the easement between their subdivision and the River Ridge Subdivision.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission reviewed the major subdivision and held a public hearing on January 25, 2021. They recommended approval subject to the following conditions with changes #1 c. and the addition of #5 and #6 as shown below in red:

1. The following plat notes must be added to the Major Subdivision Plat prior to recording the subdivision:
  - a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid by prior to issuance of a building permit for any new residence constructed.
  - b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.
  - c. As required under Section 16-13-40(b), Inclusionary Housing, The inclusionary housing requirement for this major subdivision application is one (1) affordable unit or pay a fee in lieu, the lessor of \$15,748 or \$7.87 per habitable square feet of each principal unit, collected at the time of building permit application. If more than eight (8) residential units are built on the lots, the proportional number of affordable units shall be built or the appropriate fee in lieu will be required for each unit.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2021:

<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Kristi Jefferson
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The applicant shall assign the number of Inclusionary Housing “credits” to each lot. Any additional units constructed on the lots are required to pay the fee in lieu based on the larger of the units built.

d. As required under Section 16-6-120(11), No residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street.

2. Prior to the recording of the subdivision plat, the applicant shall enter into a subdivision improvement agreement that guarantees the construction of the public improvements that are required for the project. The subdivision improvement agreement will allow the option to construct Scott Street adjacent to the project or have the applicant provide a fee equal to the estimated cost of the street segment for construction at a later date. This determination shall be made by the Public Works Director.

3. The requirements of the Fire Department must be met.

4. The requirements of the Public Works Director must be met.

5. At the time of connection to the water main in Scott Street, the applicant is required to pay \$8,167.93 to Arkansas River Living per the Scott Street water main extension agreement.

6. The applicant is required to submit, for recordation, a Home Owners Association Agreement (HOA) to maintain the gate and motorized access/utility easement.

**RECOMMENDED MOTION:**

A Council person should make the motion to “Approve Resolution 2021-05 approving the Cherry Grove Major Subdivision.”

**Attachments:**

1. Resolution 2021-05
2. Cherry Grove Major Subdivision
3. Narrative
4. Application
5. Public Works Director Review (January 15, 2021) and (February 02, 2021)
6. Proof of Publication
7. Proposed driveway easement agreement
8. January 21, 2021- email received from Carrie Mesch



**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 05  
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO  
APPROVING THE SUBDIVISION PLAT FOR THE CHERRY GROVE MAJOR  
SUBDIVISION**

**WHEREAS**, the property owners, Scott Street, LLC (“Developer”) made an application for approval of a Major Impact Review for the “Cherry Grove Major Subdivision;” and

**WHEREAS**, the property (“Property”) that is subject to the proposed subdivision consists of 1.2 acres located at 825 Scott Street more particularly described in Exhibit A; and

**WHEREAS**, the property is zoned R-4, Manufactured Housing Residential District; and

**WHEREAS**, the Planning Commission and City Council held a conceptual meeting on the proposed Southside Major Subdivision on January 04, 2021; and

**WHEREAS**, on January 25, 2021 the Salida Planning Commission held a public hearing and recommended approval of the Cherry Grove Major Subdivision, consisting of 7 lots; and

**WHEREAS**, the Salida City Council held a duly noticed public hearing on March 02, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Salida that:

The Cherry Grove Major Subdivision is hereby approved, subject to the following conditions:

1. The following plat notes must be added to the Major Subdivision Plat prior to recording the subdivision:
  - a. As required under Section 16-6-140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid by prior to issuance of a building permit for any new residence constructed.
  - b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.
  - c. As required under Section 16-13-40(b), Inclusionary Housing, the inclusionary housing requirement for this major subdivision application is one (1) affordable unit or pay a fee in lieu, the lessor of \$15,748 or \$7.87 per habitable square feet of each principal unit, collected at the time of building permit application. If more than eight (8) residential units are built on the lots, the proportional number of affordable units shall be built or the appropriate fee in lieu will be required for each unit.

The applicant shall assign the number of Inclusionary Housing “credits” to each lot. Any additional units constructed on the lots are required to pay the fee in lieu based on the larger of the units built.

- d. As required under Section 16-6-120(11), no residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street.
- 2. Prior to the recording of the subdivision plat, the applicant shall enter into a subdivision improvement agreement that guarantees the construction of the public improvements that are required for the project. The subdivision improvement agreement will allow the option to construct Scott Street adjacent to the project or have the applicant provide a fee equal to the estimated cost of the street segment for construction at a later date. This determination shall be made by the Public Works Director.
- 3. The requirements of the Fire Department must be met.
- 4. The requirements of the Public Works Director must be met.
- 5. At the time of connection to the water main in Scott Street the applicant is required to pay \$8,167.93 to Arkansas River Living per the Scott Street water main extension agreement.
- 6. The applicant is required to submit, for recordation, a Home Owners Association Agreement (HOA) to maintain the proposed gate and motorized access/utility easement.

**RESOLVED, APPROVED AND ADOPTED on this 2<sup>nd</sup> day of March, 2021.**

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Mayor P.T. Wood

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk



# GENERAL DEVELOPMENT APPLICATION

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Annexation                      | <input type="checkbox"/> Administrative Review:<br>(Type) _____                             |
| <input type="checkbox"/> Pre-Annexation Agreement        | <input type="checkbox"/> Limited Impact Review:<br>(Type) _____                             |
| <input type="checkbox"/> Variance                        | <input checked="" type="checkbox"/> Major Impact Review:<br>(Type) <u>MAJOR SUBDIVISION</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: SCOTT STREET LLC

Mailing Address: P.O. Box 1351, SALIDA, CO 81201

Telephone Number: 843-696-2401 FAX: \_\_\_\_\_

Email Address: LEE @ LEE HUNNICUTT . com

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

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**B. Site Data**

Name of Development: CHERRY GROVE

Street Address: 825 SCOTT ST, SALIDA

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)

SEE ATTACHED  
HIGH COUNTRY BANK - MORTGAGE

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 \_\_\_\_\_

Signature of property owner [Signature] Date 12-18-20

Cherry Grove Subdivision  
825 Scott Street  
Salida, CO, 81201

This proposed subdivision is located on a 1.2 acre parcel adjacent to the existing River Ridge subdivision and located on the corner of Scott Street and River Ridge Road. This parcel is currently zoned R-4. The developing entity is Scott Street, LLC composed of two members, Lee Hunnicutt and Bill Smith, both of whom reside in Salida full time.

There is an existing house located at 825 Scott Street that will be renovated and sold as one of seven parcels proposed this site. Also fronting on Scott Street will be one parcel suitable for multi-family housing. Turning the corner on River Ridge Road, we propose 5 lots with frontages between 37.5 feet and 40 feet and served by a private back alley where sewer and electricity will be accessed. Water will be provided from existing mains on Scott Street and River Ridge Road. We will extend existing parkways, sidewalks and curb from River Ridge through this project.

There is a well located on the property that has served the residence at 825 Scott Street. That property will be connected to city water and sewer and the well dedicated to landscape maintenance. All properties in this project will be connected to city water and sewer.



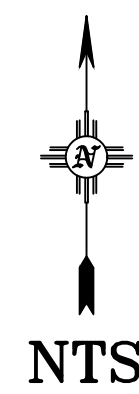
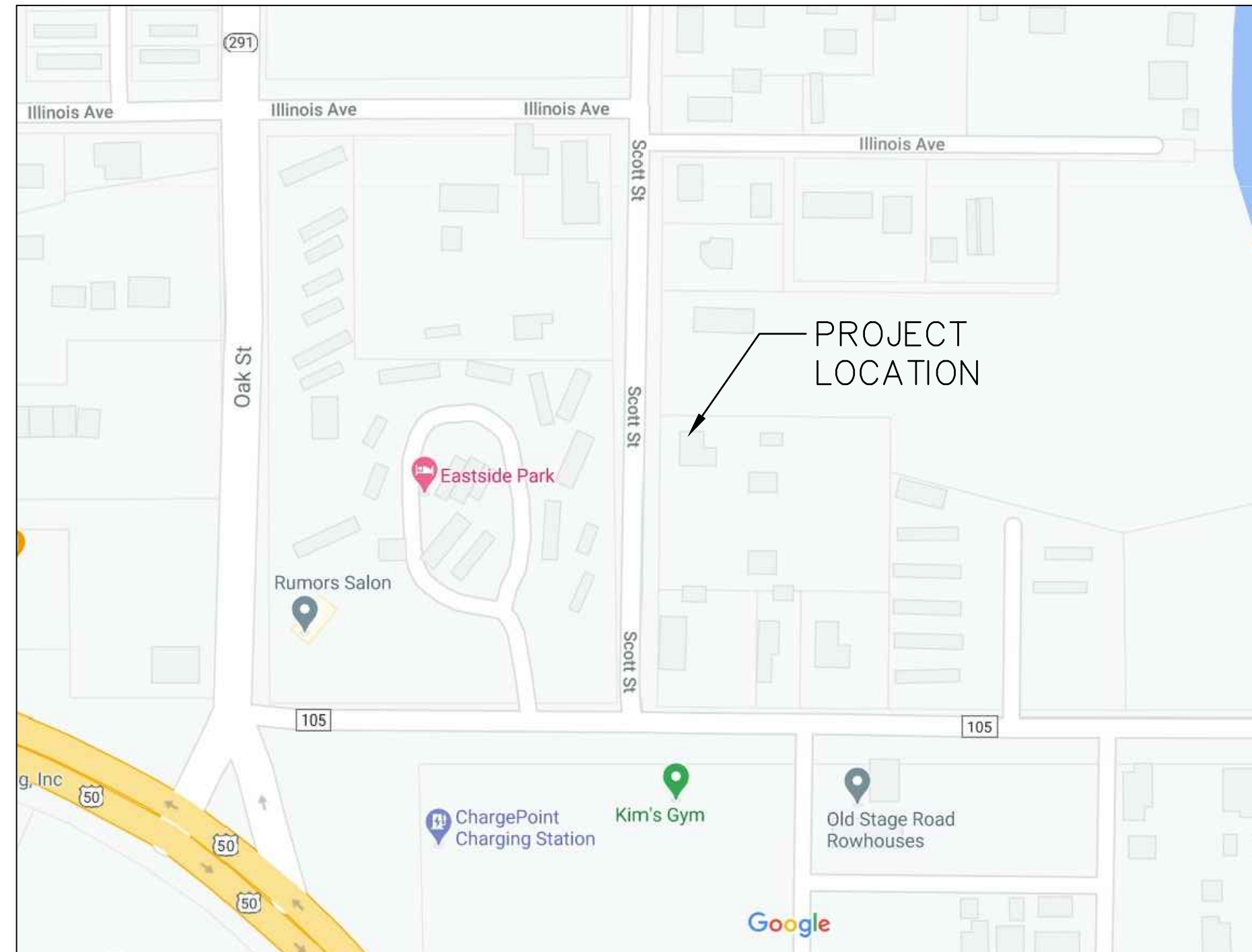
Lee Hunnicutt  
For: Scott Street, LLC.

# CHERRY GROVE SUBDIVISION

## SALIDA, COLORADO

80% SET

### VICINITY MAP



Sheet List Table	
Sheet Number	Sheet Title
C	COVER
C1	EXISTING CONDITIONS AND DEMOLITION PLAN
C2	OVERALL PLAN
C3	OVERALL UTILITY
C4	GRADING AND DRAINAGE PLAN
C5	TYPICAL SECTIONS
C6	SCOTT STREET PLAN AND PROFILE
C7	RIVER RIDGE LANE PLAN AND PROFILE
C8	ACCESS EASEMENT (ALLEY) PLAN AND PROFILE
C9	PUBLIC SANITARY SEWER
C10	WATER PLAN
C11	CONSTRUCTION NOTES
C12	CITY DETAILS
C13	CITY DETAILS
C14	CITY DETAILS
C15	CITY DETAILS

CHERRY GROVE SUBDIVISION  
SALIDA, CO LORADO

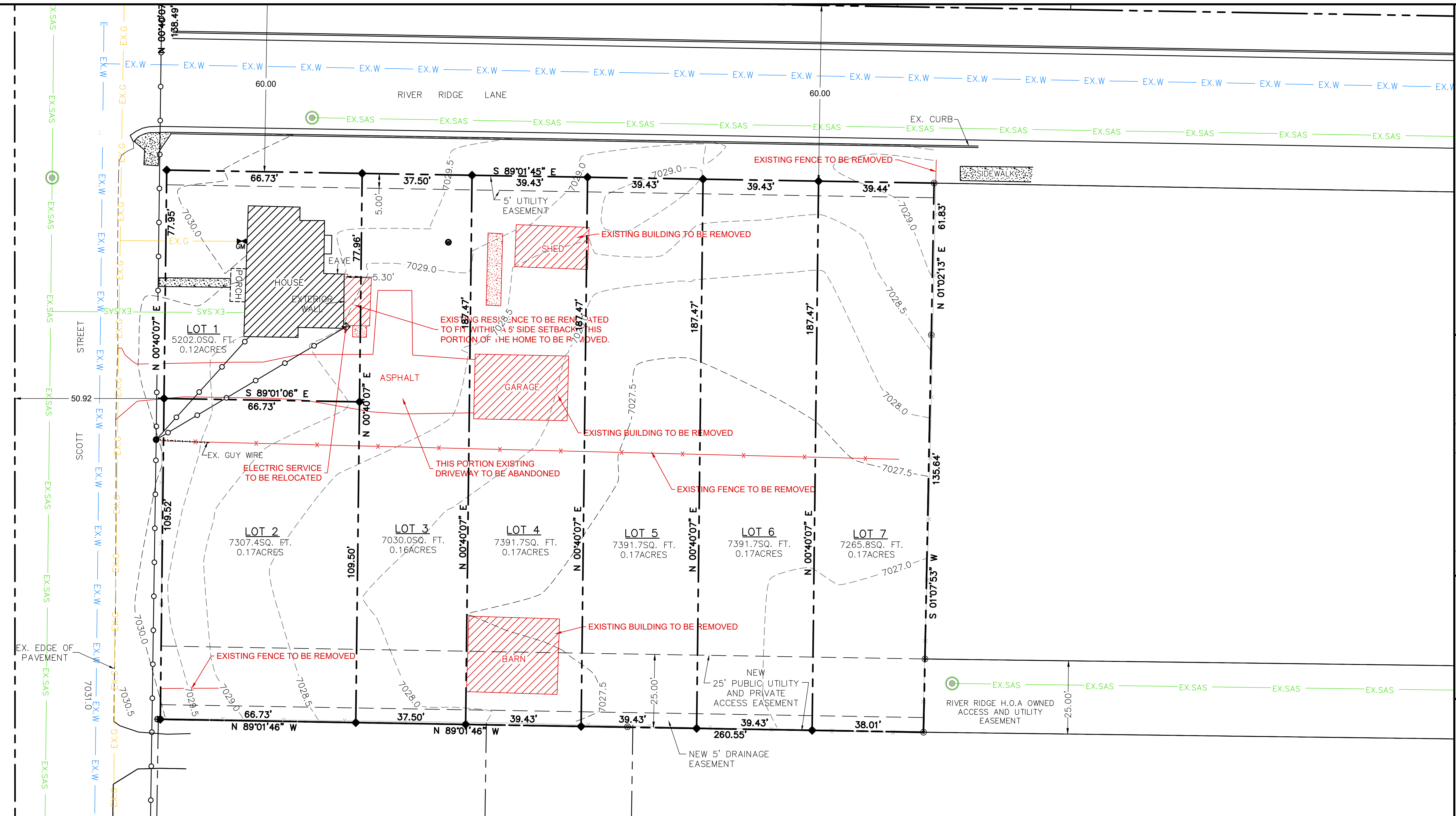
### CONSULTANTS

ENGINEER  
**Walker Engineering**  
905 Camino Sierra Vista Santa Fe, NM 87505  
505-820-7990 morey@walkerengineering.net Fax:505-820-3539

CONSULTANT  
**Land Water Concepts**  
Salida, Colorado  
505-690-5873  
andy@lwconcepts.com

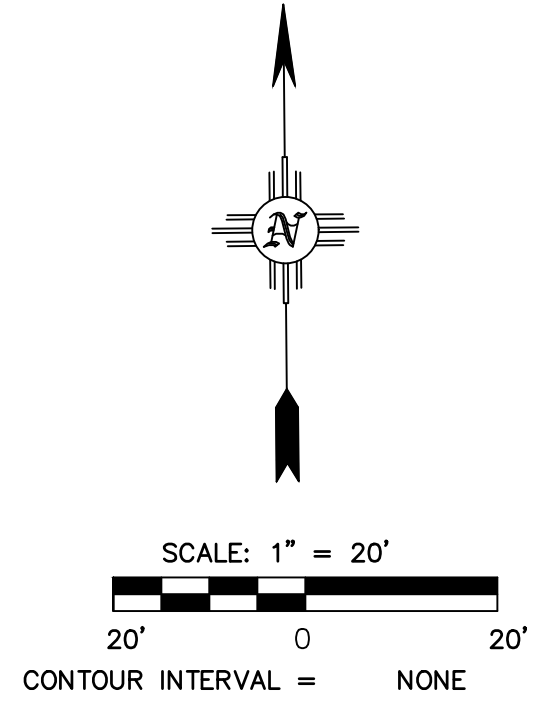
1/28/2021

SHEET NO.  
**C**



**GENERAL NOTES**

- 1) BASIS OF BEARING FOR 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) SURVEY WAS PERFORMED IN CONJUNCTION WITH CHAFFEE TITLE & ESCROW, COMMITMENT NO. 2104411, DATED NOVEMBER 3, 2020
- 3) SURVEY DATA 11/18/20 BY LANDMARK SURVEYING, HUNNICUT IMPROVEMENT SURVEY PLAT.
- 4) UNDERGROUND UTILITY LOCATIONS ARE BASED ON THE BEST INFORMATION AVAILABLE. HOWEVER OTHER UNDERGROUND UTILITIES MAY BE PRESENT OR THE LOCATIONS OF THOSE SHOWN MAY NOT BE COMPLETELY ACCURATE. ALL UTILITY LOCATIONS AND INVERTS TO BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION.
- 5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES AND SHOULD NOT RELY SOLELY ON THESE CONSTRUCTION PLANS FOR UTILITY LOCATIONS. CONTRACTOR MUST COMPLETE ALL UTILITY LOCATES PRIOR TO CONSTRUCTION. LOCATES CAN BE COORDINATED WITH THE COLORADO ONE CALL 1-800-922-1987. DAMAGE TO ANY EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.



**LEGEND**

	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING SETBACK OR EASEMENT
	EXISTING WATER LINE
	EXISTING SANITARY SEWER
	EXISTING GAS LINE
	EXISTING SAS MANHOLE
	EXISTING ELECTRIC
	FOUND MONUMENT AS NOTED
	FOUND 1/4" PLASTIC CAP LS 16117
	FOUND 1" PLASTIC CAP LS 27931
	WATER VALVE
	POWER POLE
	TELEPHONE PEDESTAL
	WELL
	FENCE
	CONCRETE

**RECORD DRAWINGS**

THIS RECORD DOCUMENT HAS BEEN PREPARED BASED ON THE BEST AVAILABLE INFORMATION AS PROVIDED BY OTHERS. WALKER ENGINEERING CERTIFIES THAT THE INFORMATION SHOWN IS A REASONABLE DOCUMENTATION OF THE FINAL CONSTRUCTION.

MOREY E. WALKER, P.E. 32033 DATE

Item 8.  
505-820-7990  
FAX 505-820-3839  
E-MAIL: [civil@walkerengineering.net](mailto:civil@walkerengineering.net)

**W·E Walker Engineering**  
905 Camino Sierra Vista, Santa Fe, NM 87505

No.	REVISION	BY	APP.	DATE
PROJECT:		DESIGNED BY:		
FILE:		DRAWN BY:		
DATE:		1/22/21		
SCALE:		CHECKED BY:		

**CHERRY GROVE SUBDIVISION**

SHEET TITLE: **EXISTING CONDITIONS AND DEMOLITION PLAN**

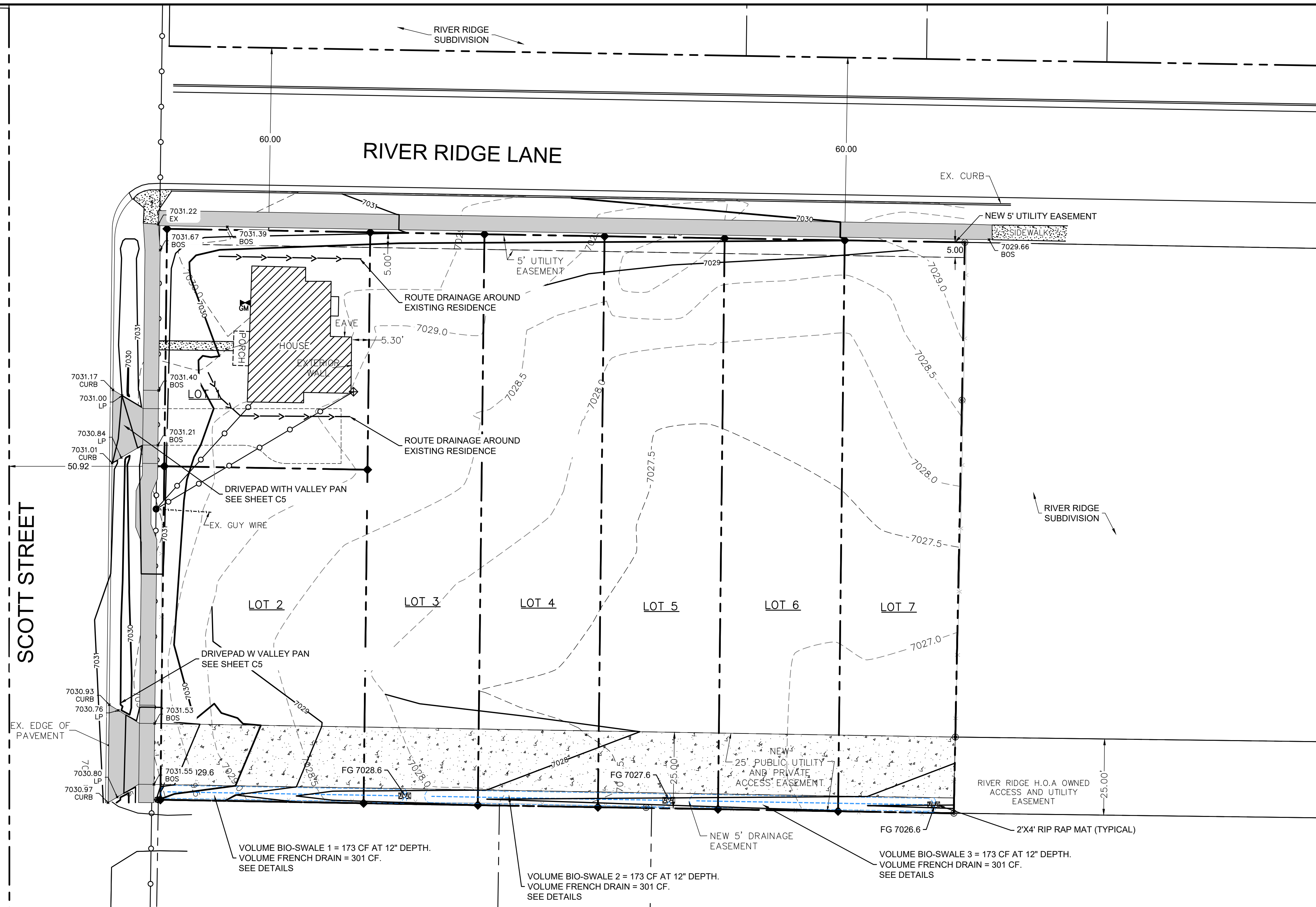
CITY REVIEW	DATE	SIGN-OFF	DATE
DEPARTMENT			
WATER			
WASTEWATER			
FW ENGINEERING			
TRAFFIC			
FIRE DEPARTMENT			
SOLID WASTE			
LANDSCAPE			
TRAILS/OPEN SPACE			
SUBDIVISION REVIEW			

SHEET NO. **C1**









**Table 1 - Stormwater Drainage Calculations for the City of Salida**

Project : Cherry Grove Subdivision      Project Area: 51600 SF  
 Project Area: 1.18 Acres  
 Hydrologic Soil Group: A  
 Drainage Area: 1  
 Area: 54091 Sq. Ft.  
 Area: 1.24 Acres  
 Area: 0.0019 Miles  
 Time of Concentration Existing: 0.38 Hours  
 Time of Concentration Proposed: 0.24 Hours

Number of Lots: 7

Present Land Use	Area (Sq. Ft.)	CN	CN'A
Existing Residence	1489	98	145922
Existing Sheds	1862	98	182476
Existing Driveway and Sidewalks	2451	98	240198
Undeveloped Areas	48289	49	2366161
Composite	54091	54.3	2934757

Proposed Land Use	Area (Sq. Ft.)	CN	CN'A
Existing Residence	1319	98	129262
Existing Driveway and Sidewalks	953	98	93394
Gravel Access (Alley)	5353	76	406828
New Public Sidewalks	2762	98	270676
New Scott Street Ribbon Curb	180	98	17640
Residential Lots	38400	64.8	2488800
Landscaped Areas	5124	39	199836
Composite	54091	66.7	3606436

Fully developed site including homes	Present Land Use	Proposed Land Use	Difference
25 Year Runoff (in)	0.090	0.39	0.30
25 Year Discharge (cfs)	0.015	0.05	0.03
100 Year Runoff (in)	0.291	0.78	0.49
100 Year Discharge (cfs)	0.160	1.08	0.92
<b>25 Year Required Pond Volume =</b>	<b>1348 Cu. Ft.</b>		

**Curve Number Calculation for a Standard City Lot (Used in Calculation Above)**

Proposed Land Use	Area (Sq. Ft.)	CN	CN'A
Residence	2000	98	196000
Garage	400	98	39200
Driveway	400	98	39200
Landscape Area	3600	39	140400
Composite	6400	64.8	414800

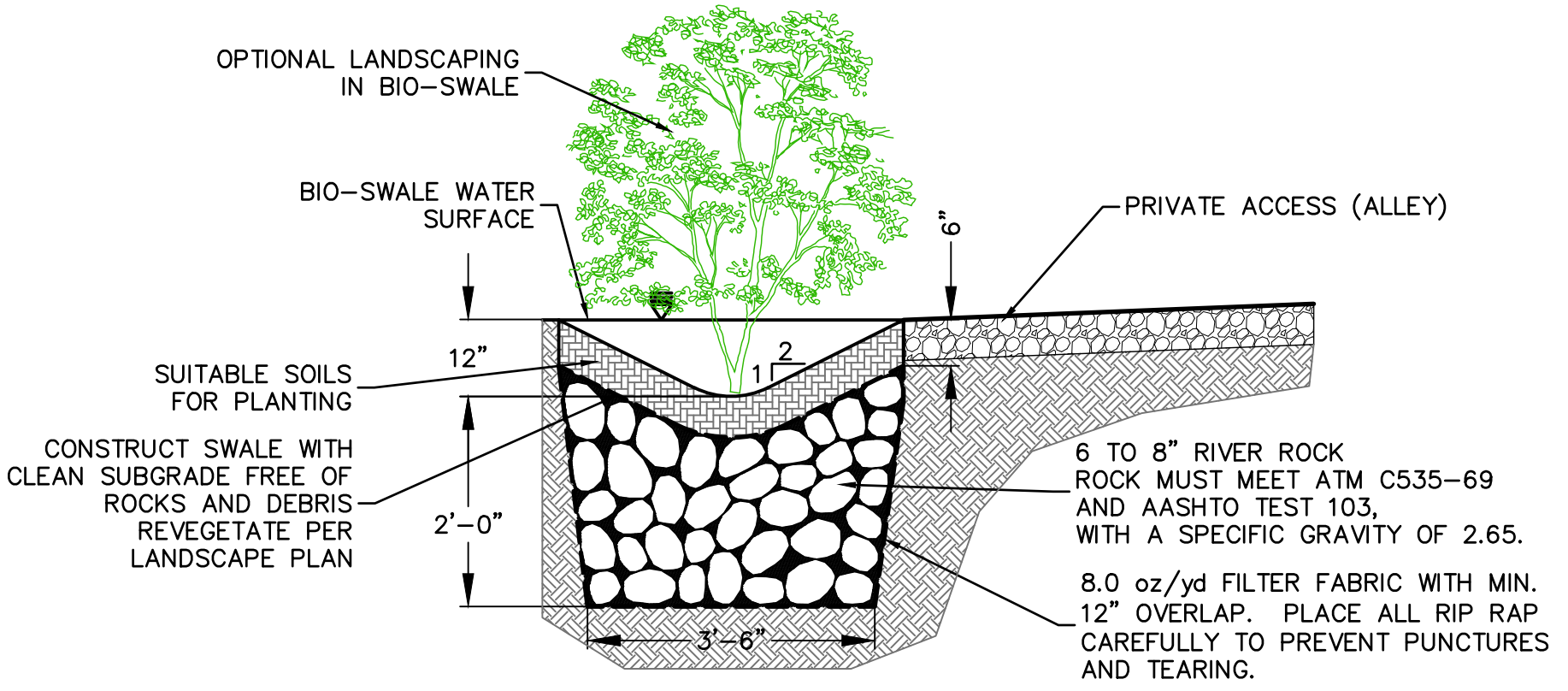
**For weighted Curve Number Calculations in Each Basin Use CN = 64.8**

Number Bio-swale	3
Volume Each Bio-swale	173
Volume Bio-swale	519
Length French Drain	240
Area French Drain	9.4
Void Ratio	0.4
Area for Stormwater Storage	3.76
Volume French Drain	902.4
<b>Total Volume Provided for Storm Water =</b>	<b>1421.4</b>

**SUGGESTED PLANT MIX**

THE PLANT MIX SHOWN HERE IS SUITABLE FOR WELL DRAINED SOILS THAT ARE LOW IN NUTRIENTS LIKE THOSE IN THIS AREA. MANY OF THESE PLANTS WILL ALSO THRIVE IN XERIC EXPOSURES. THIS PLANT MIX IS FOR PLAN REVIEW AND BIDDING ONLY. A FINAL LANDSCAPE PLAN AND SEED MIX TO BE SUBMITTED BY THE CONTRACTOR FOR REVIEW BY THE PROJECT OWNER.

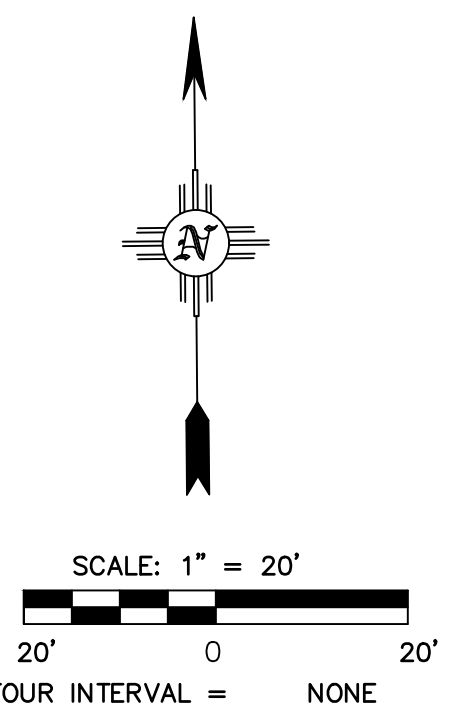
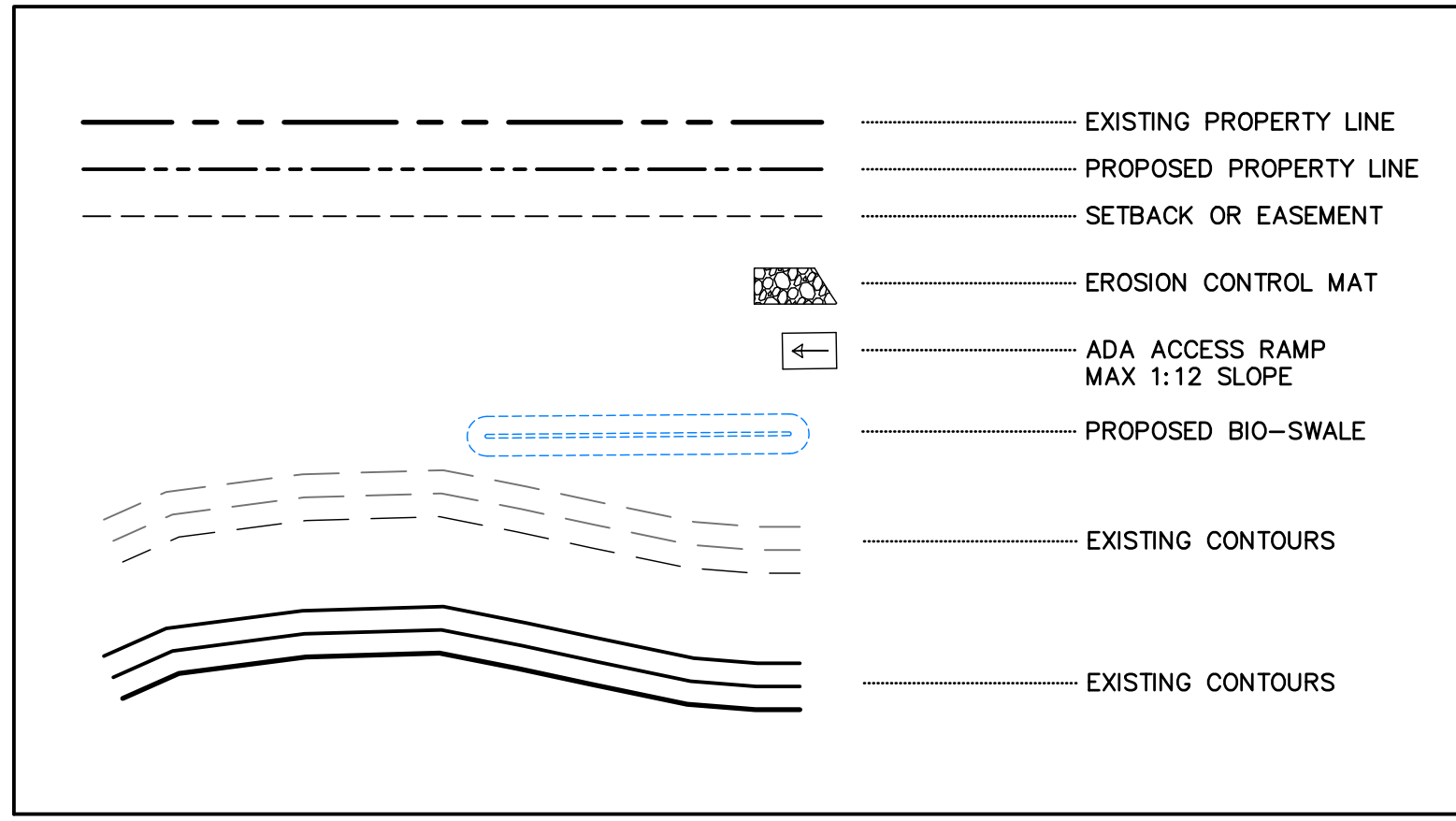
- |                            |                       |
|----------------------------|-----------------------|
| <b>SUGGESTED PLANT MIX</b> | SHRUBS                |
| PERENNIAL FLOWERS          | APACE PLUMB           |
| WINE CUPS OR POPPY MALLOW  | BABY BLUE RABBITBRUSH |
| LAVENDER                   | RUSSIAN SAGE          |
| SUNSET HYSSOP              | TREES                 |
| MAXIMILLIAN SUNFLOWER      | HOT WINGS MAPLE       |
| CHOCOLATE FLOWER           | RADIANT CRAB APPLE    |
| GRASSES                    |                       |
| GIANT SACATON GRASS        |                       |
| BLUE GRAMA                 |                       |
| SWITCHGRASS                |                       |



NOTE: POND VOLUME CALCULATION ASSUME A VOID RATIO OF 0.4

**TYPICAL BIO-SWALE**  
NOT TO SCALE

**LEGEND**



**RECORD DRAWINGS**

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MOREY E. WALKER, P.E. 32033 DATE

Item 8.  
505-820-7990  
FAX 505-820-3539  
E-MAIL: civil@walkerengineering.net

**W·E Walker Engineering**  
905 Camino Sierra Vista, Santa Fe, NM 87505

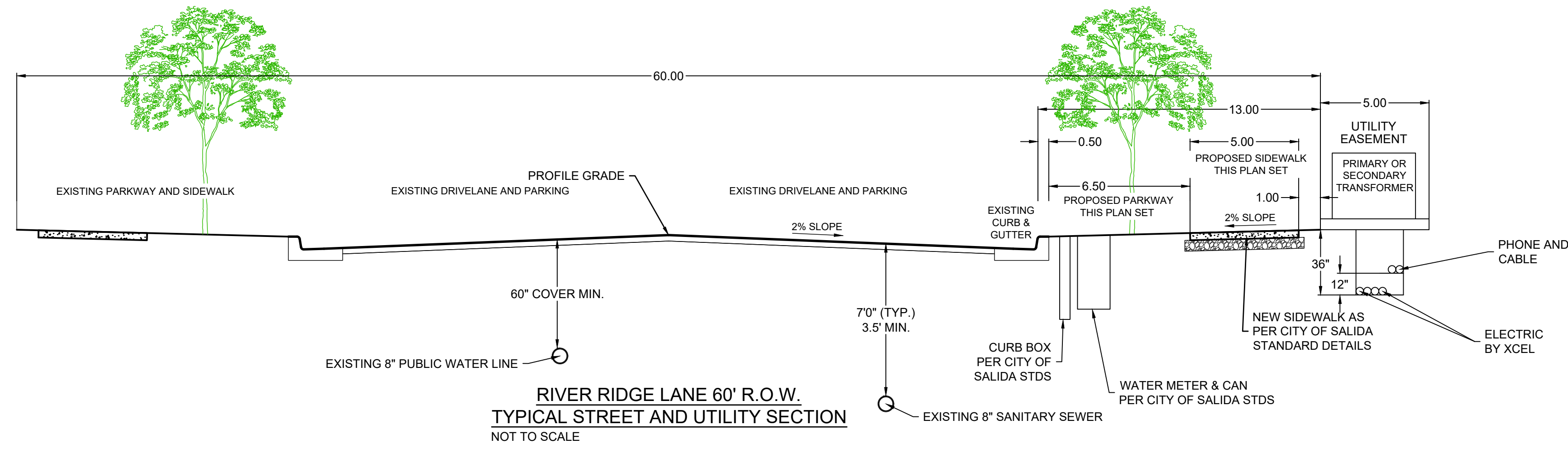
Civil Engineering • Water Resources • Traffic Engineering

No.	REVISION	BY	APP.	DATE

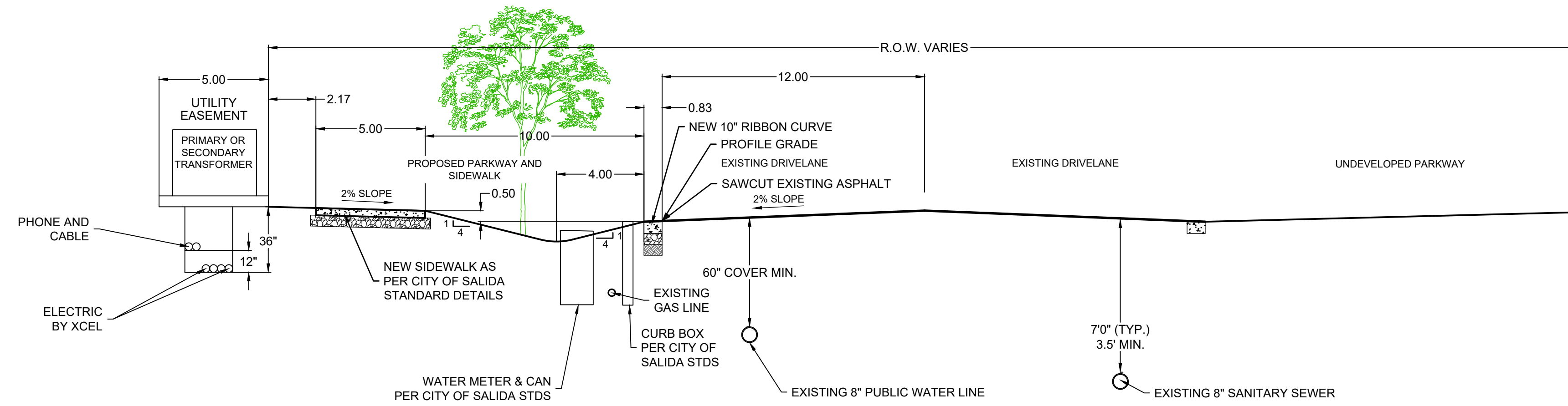
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 SHEET TITLE: GRADING AND DRAINAGE PLAN  
 DESIGNED BY: [ ]  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 DATE: 1/28/21  
 SCALE: [ ]

DEPARTMENT	DATE	CITY REVIEW	SIGN-OFF
WASTEWATER			
WATER			
PW ENGINEERING			
TRAFFIC			
FIRE DEPARTMENT			
SOLID WASTE			
LANDSCAPE			
TRAILS/OPEN SPACE			
SUBDIVISION REVIEW			

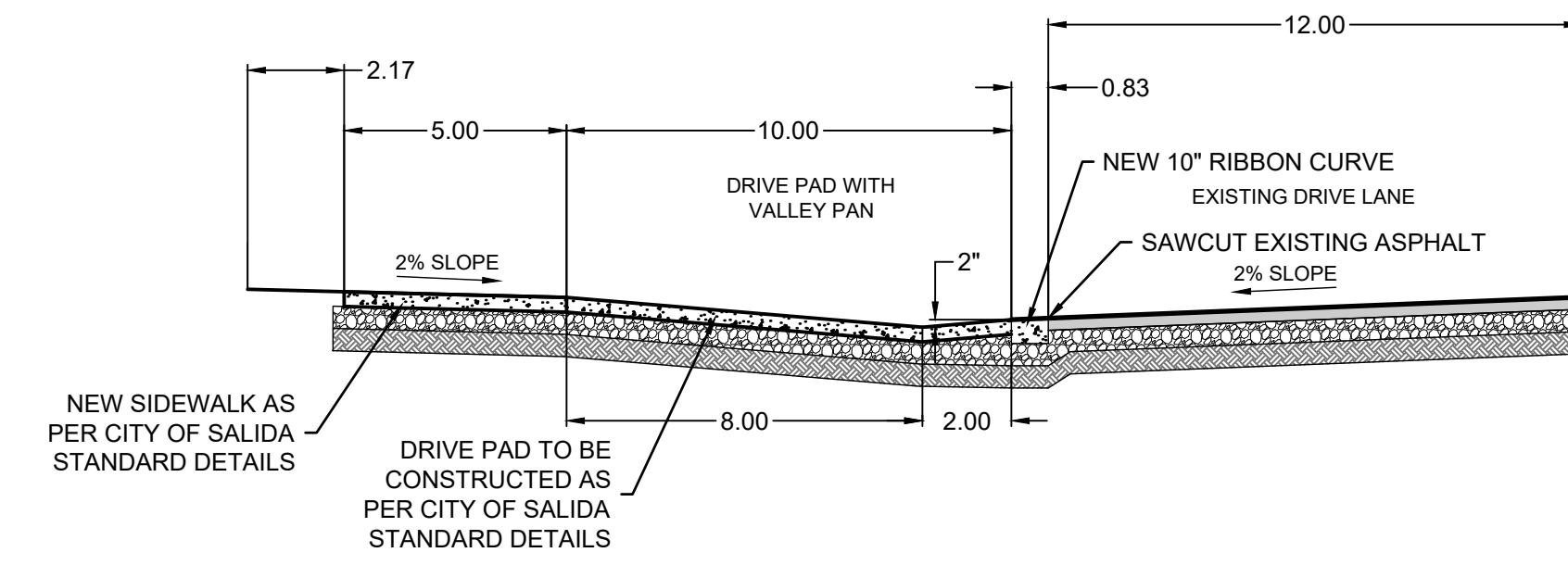
SHEET NO. **C4**



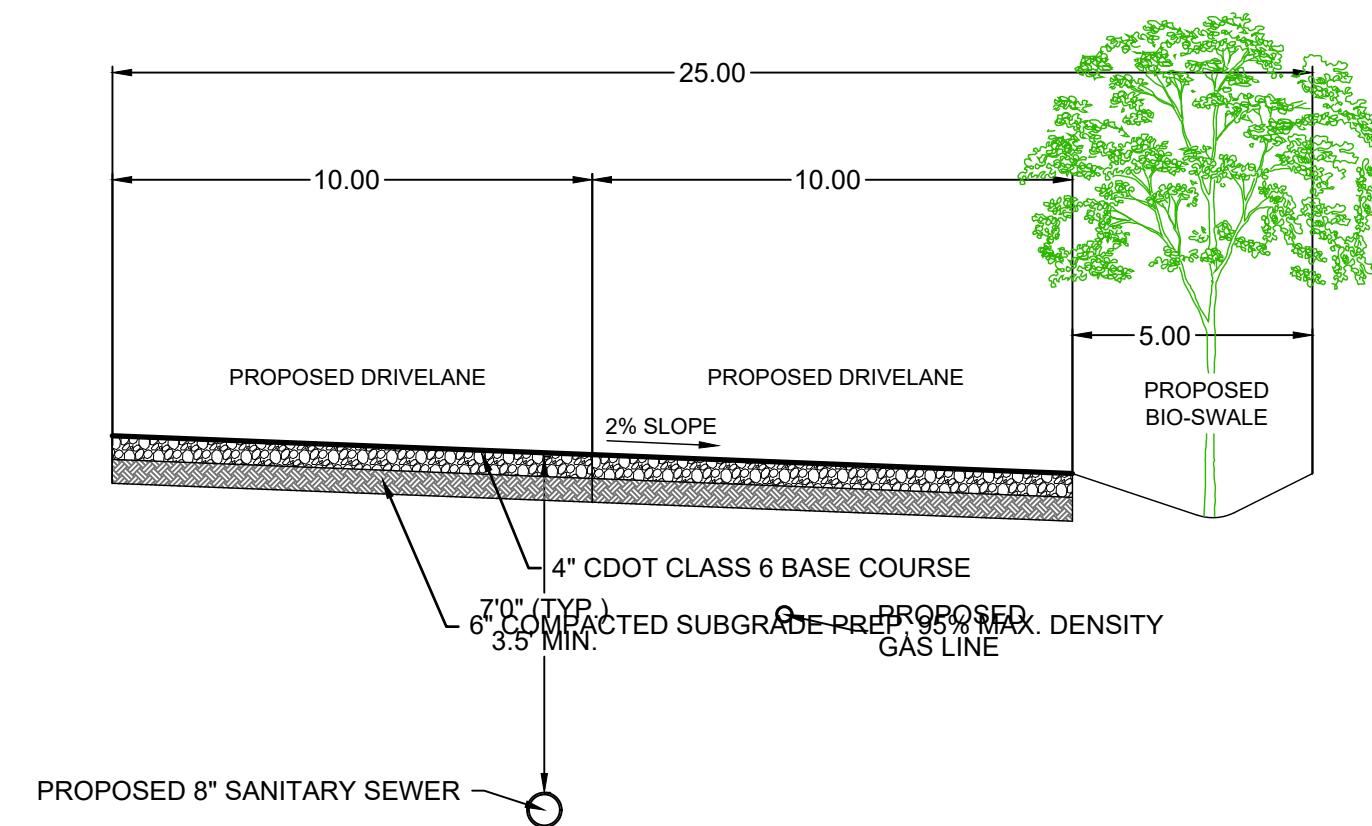
**RIVER RIDGE LANE 60' R.O.W.  
TYPICAL STREET AND UTILITY SECTION**  
NOT TO SCALE



**SCOTT STREET R.O.W. VARIES  
TYPICAL STREET AND UTILITY SECTION**  
NOT TO SCALE

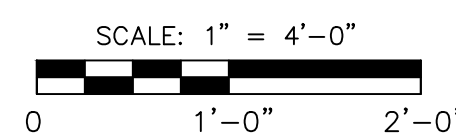


**DRIVEPAD WITH VALLEY PAN**  
NOT TO SCALE



**ACCESS EASEMENT 25' EASEMENT  
TYPICAL STREET AND UTILITY SECTION**  
NOT TO SCALE

NOTE: ASPHALT AND CONCRETE PAVEMENT SECTIONS TO BE IN ACCORDANCE WITH CITY OF SALIDA CONSTRUCTION STANDARDS AND SPECIFICATIONS SECTION 3.00 (H), MINIMUM STREET DESIGN AND ACCESS CRITERIA.



**RECORD DRAWINGS**

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MOREY E. WALKER, P.E. 32033 DATE

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**W•E Walker Engineering**  
905 Camino Sierra Vista, • Santa Fe, NM 87505  
505-820-7990  
FAX 505-820-3539  
E-MAIL: [civil@walkerengineering.net](mailto:civil@walkerengineering.net)

No.	REVISION	BY	APP.	DATE

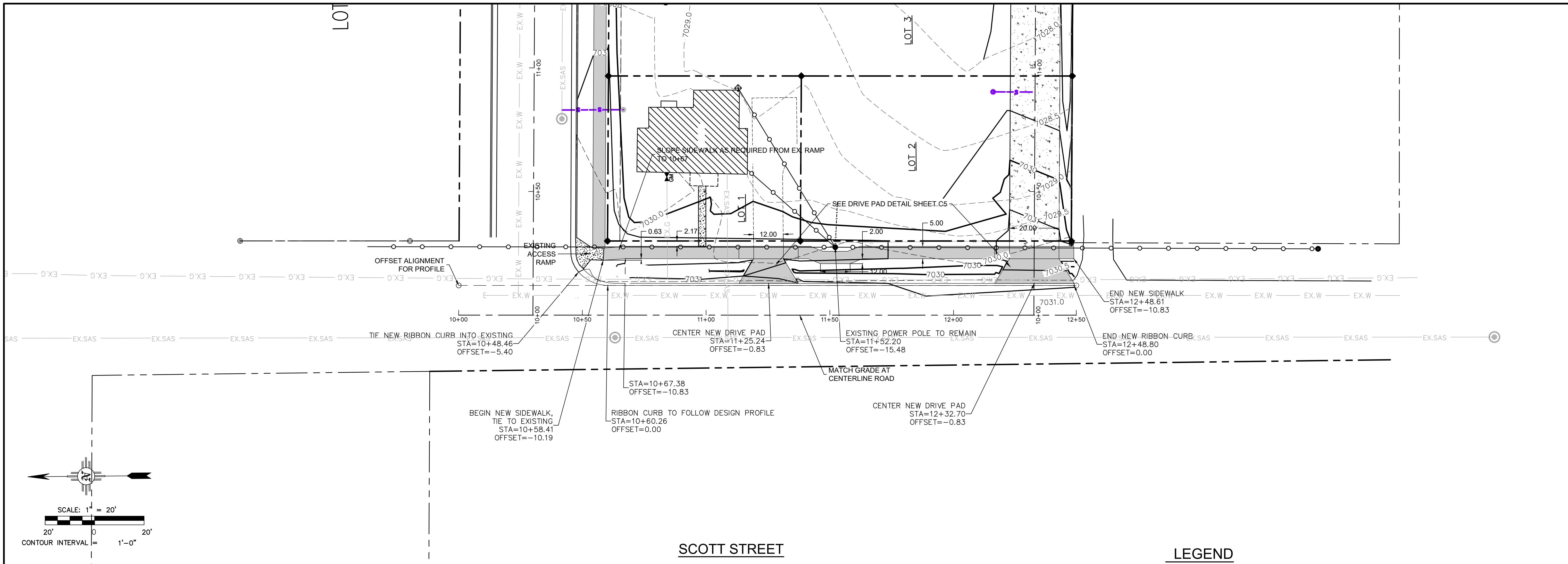
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DRAWN BY:  
CHECKED BY:  
DATE: 1/28/21  
SCALE:

PROJECT: **CHERRY GROVE SUBDIVISION**  
SHEET TITLE: **TYPICAL SECTIONS**

CITY REVIEW	DATE
DEPARTMENT	
WATER	
SEWER	
TRAFFIC	
FIRE DEPARTMENT	
SOLID WASTE	
LANDSCAPE	
TRAILS/OPEN SPACE	
SUBDIVISION REVIEW	

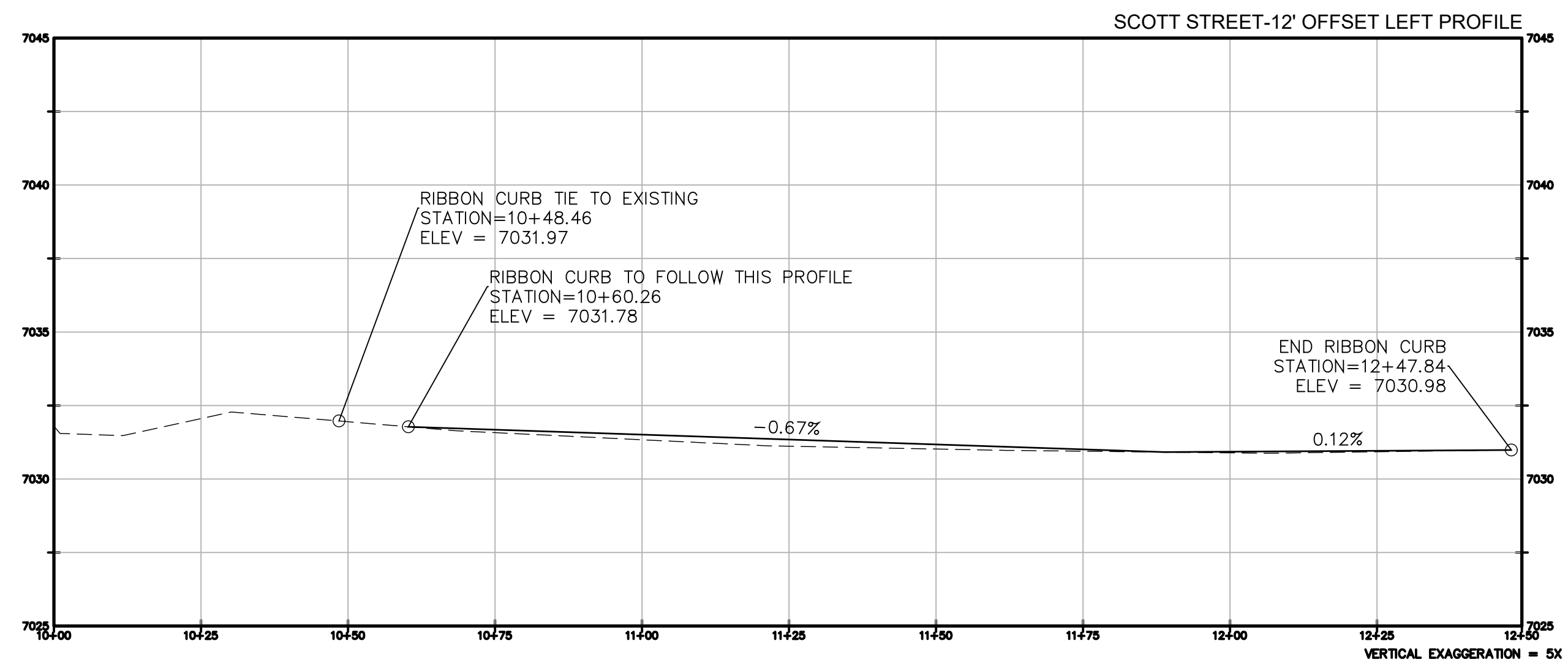
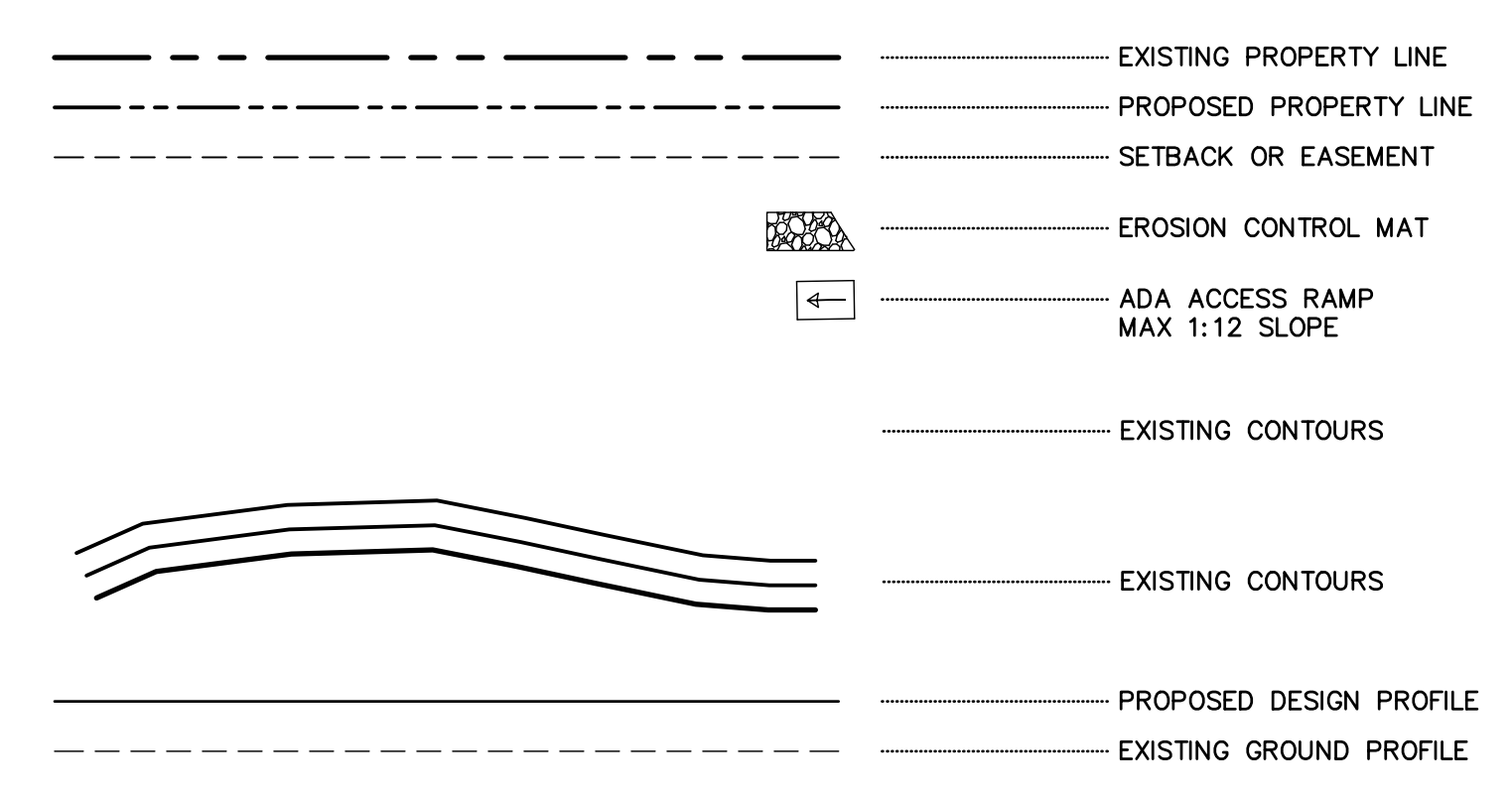
SHEET NO.

**C5**



**SCOTT STREET**

**LEGEND**



Item 8.

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**W•E Walker Engineering**  
 905 Camino Sierra Vista, • Santa Fe, NM 87505  
 505-820-7990  
 FAX 505-820-3539  
 E-MAIL: civil@walkerengineering.net

No.	REVISION	BY	APP.	DATE

PROJECT: CHERRY GROVE SUBDIVISION  
 FILE: SCOTT STREET PLAN AND PROFILE  
 DATE: 1/28/21  
 SCALE: 1"=20'

DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:

CITY REVIEW

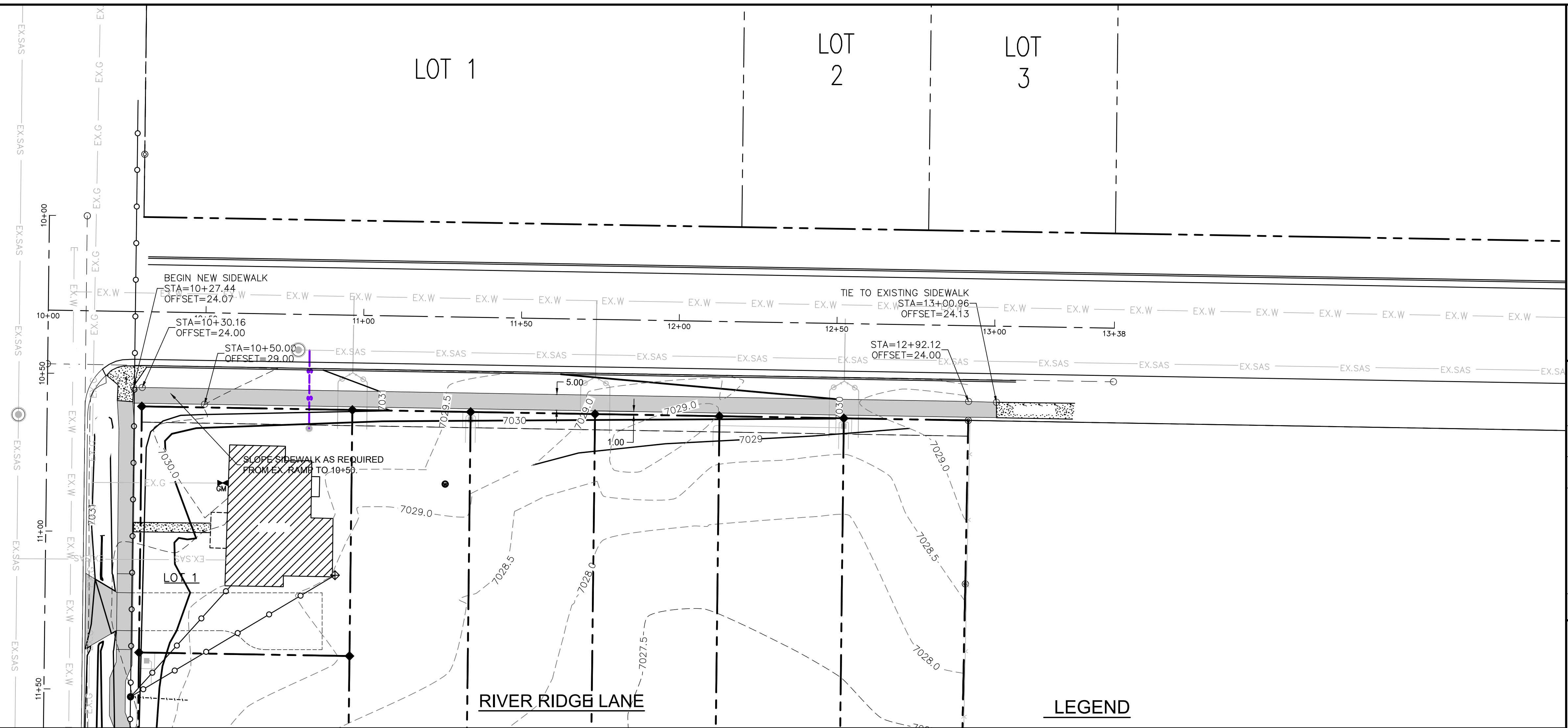
DEPARTMENT	DATE	SIGN-OFF
WATER		
WASTEWATER		
PW ENGINEERING		
TRAFFIC		
FIRE DEPARTMENT		
SOLID WASTE		
LANDSCAPE		
TRAILS/OPEN SPACE		
SUBDIVISION REVIEW		

SHEET NO. **C6**

LOT 1

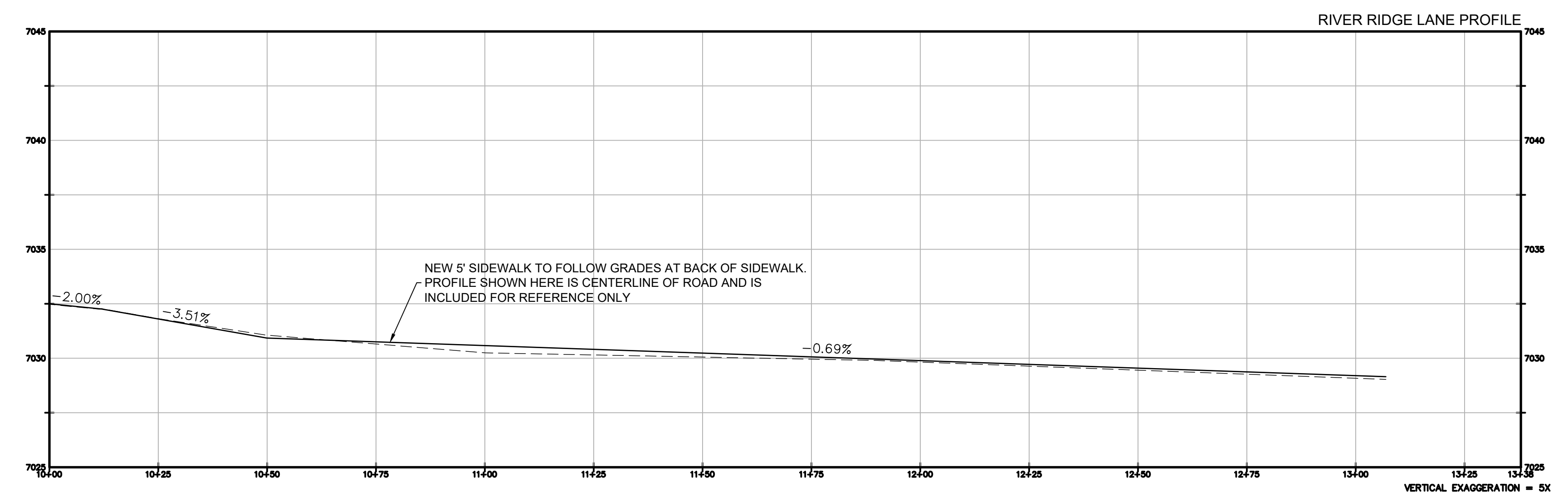
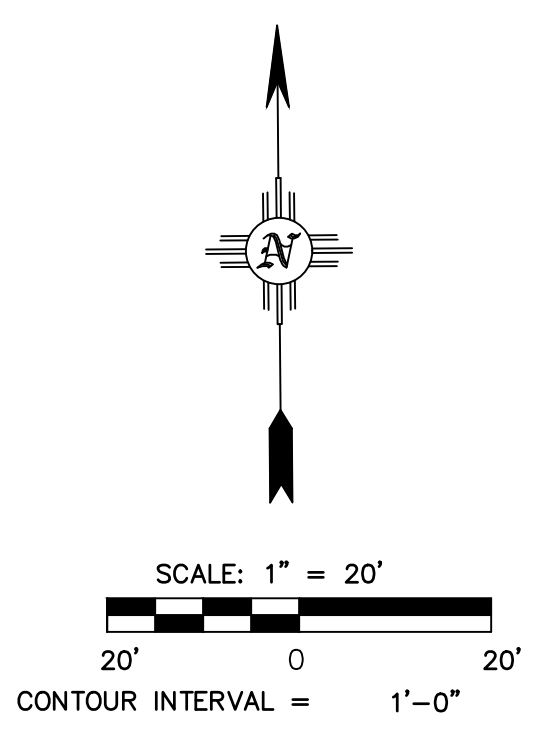
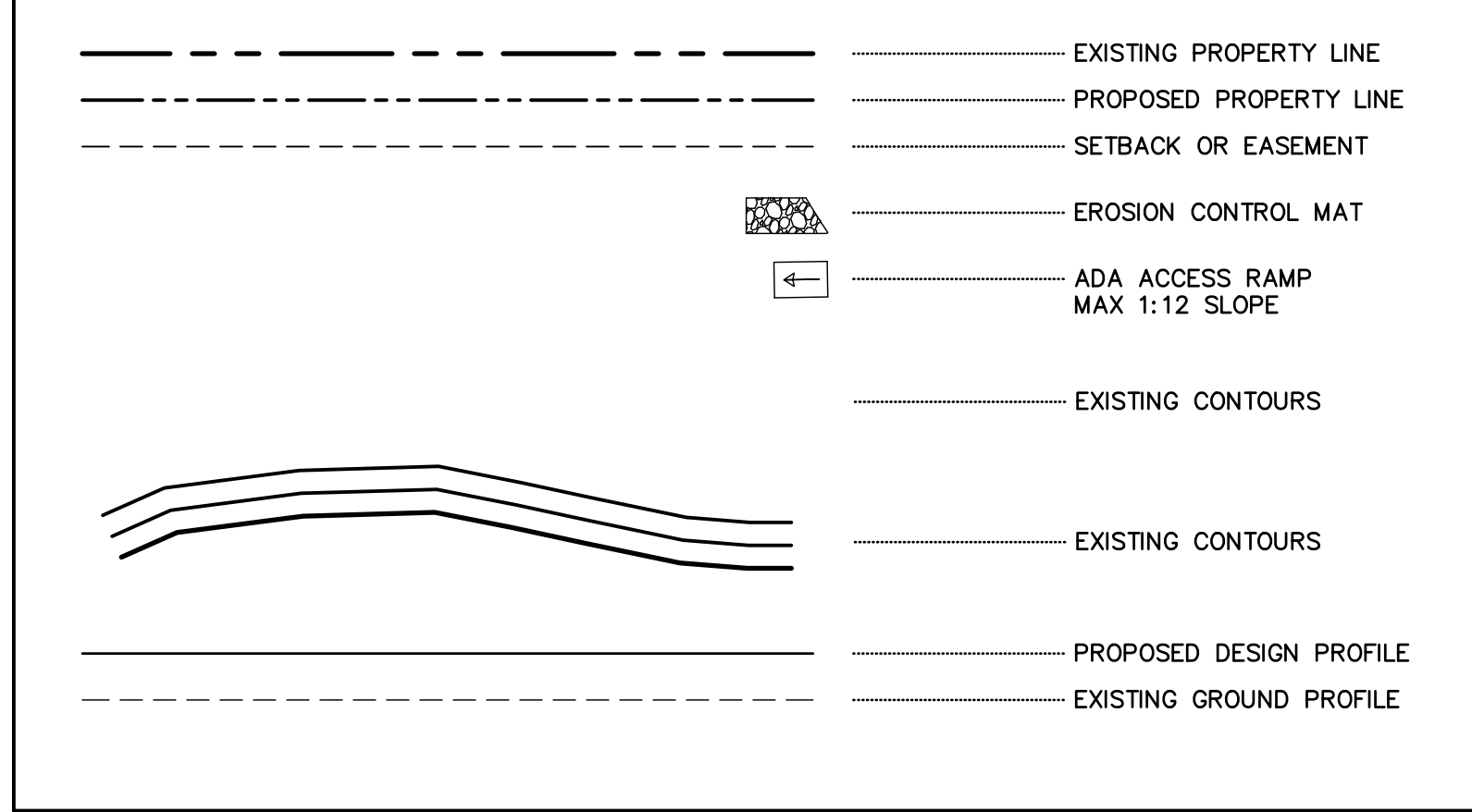
LOT 2

LOT 3



RIVER RIDGE LANE

LEGEND



Civil Engineering • Water Resources • Traffic Engineering

**W•E Walker Engineering**

905 Camino Sierra Vista, • Santa Fe, NM 87505

505-820-7990  
 FAX 505-820-3539  
 E-MAIL: [civil@walkereng.net](mailto:civil@walkereng.net)

No.	REVISION	BY	APP.	DATE

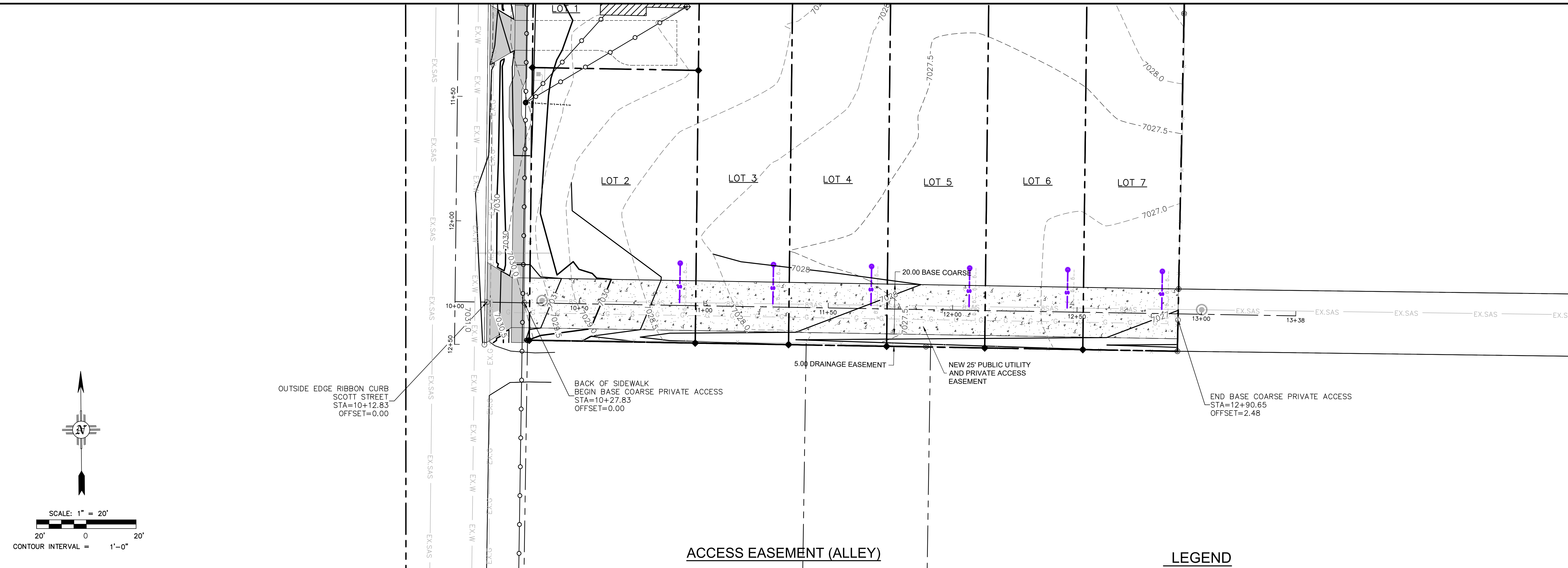
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 FILE:   
 DATE: 1/28/21   
 SCALE:   
 DESIGNED BY:   
 DRAWN BY:   
 CHECKED BY:

PROJECT: **CHERRY GROVE SUBDIVISION**

SHEET TITLE: **RIVER RIDGE LANE PLAN AND PROFILE**

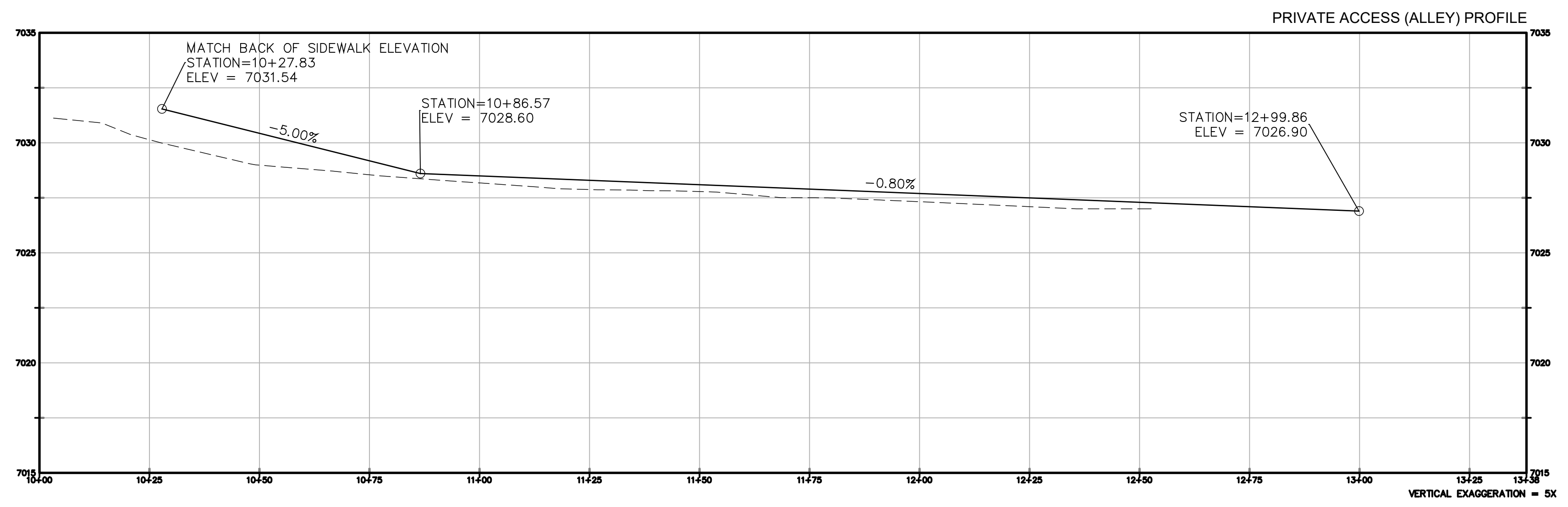
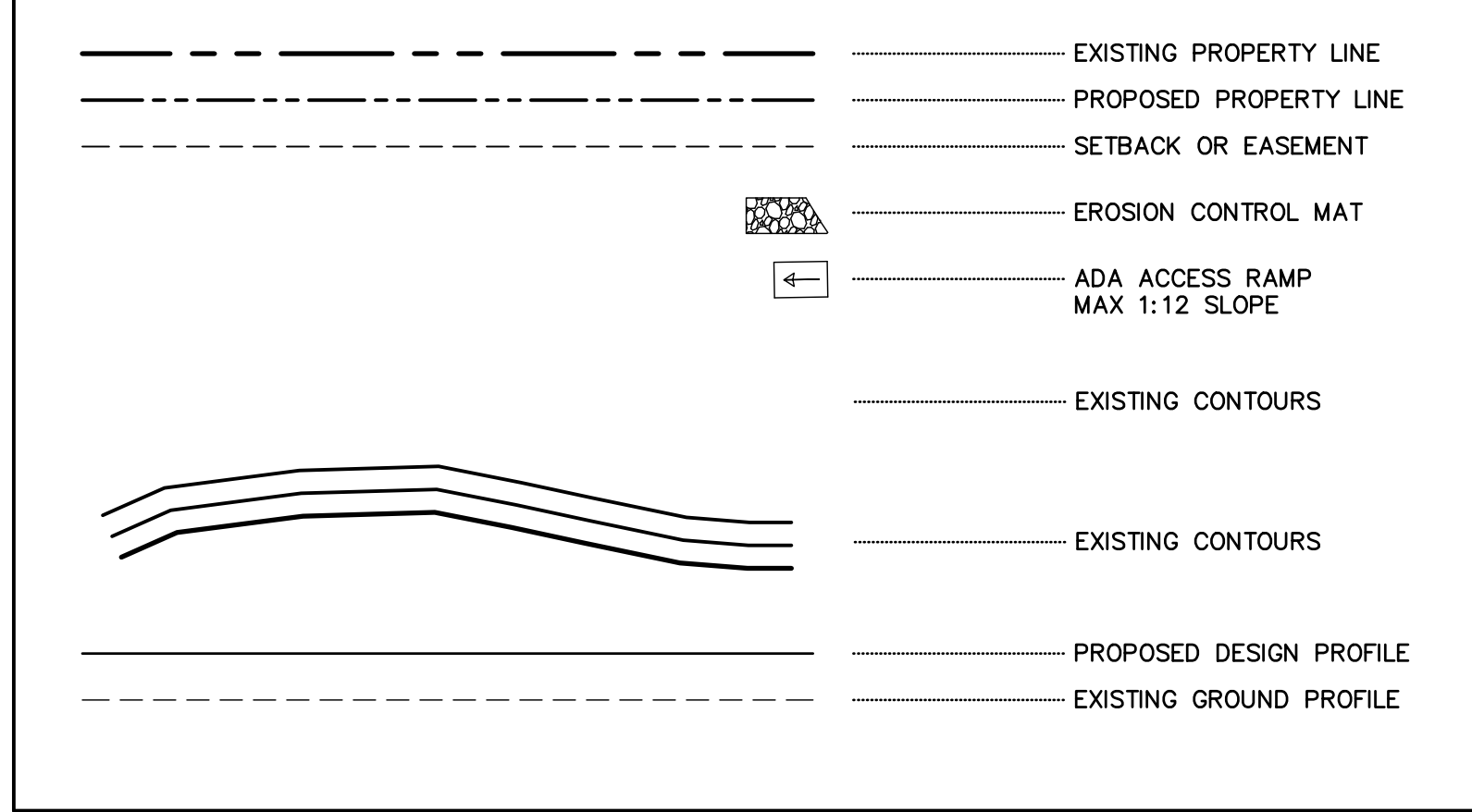
CITY REVIEW		DATE
DEPARTMENT	SIGN-OFF	
WATER		
WASTEWATER		
TRAFFIC		
FW ENGINEERING		
FIRE DEPARTMENT		
SOLID WASTE		
LANDSCAPE		
TRAILS/OPEN SPACE		
SUBDIVISION REVIEW		

SHEET NO. **C7**



ACCESS EASEMENT (ALLEY)

LEGEND



<p>Civil Engineering • Water Resources • Traffic Engineering</p> <p><b>W•E Walker Engineering</b></p> <p>905 Camino Sierra Vista, • Santa Fe, NM 87505</p> <p>505-820-7990                  FAX 505-820-3539                  E-MAIL: <a href="mailto:civil@walkerengineering.net">civil@walkerengineering.net</a></p>				
<p>No.</p>	<p>REVISION</p>	<p>BY</p>	<p>APP.</p>	<p>DATE</p>
<p>PROJECT: _____</p>				
<p>DESIGNED BY: _____</p>				
<p>DRAWN BY: _____</p>				
<p>CHECKED BY: _____</p>				
<p>DATE: 1/28/21</p>				
<p>SCALE: _____</p>				
<p>PROJECT: <b>CHERRY GROVE SUBDIVISION</b></p>				
<p>SHEET TITLE: <b>ACCESS EASEMENT (ALLEY) PLAN AND PROFILE</b></p>				
<p>CITY REVIEW</p>		<p>SIGN-OFF</p>		
<p>DEPARTMENT</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>
<p>WATER</p>				
<p>WASTEWATER</p>				
<p>TRAFFIC</p>				
<p>PW ENGINEERING</p>				
<p>FIRE DEPARTMENT</p>				
<p>SOLID WASTE</p>				
<p>LANDSCAPE</p>				
<p>TRAILS/OPEN SPACE</p>				
<p>SUBDIVISION REVIEW</p>				
<p>SHEET NO.</p>				
<p><b>C8</b></p>				

No.	REVISION	BY	APP.	DATE

DESIGNED BY:  
DRAWN BY:  
CHECKED BY:

PROJECT:  
FILE:  
DATE: 1/28/21  
SCALE:

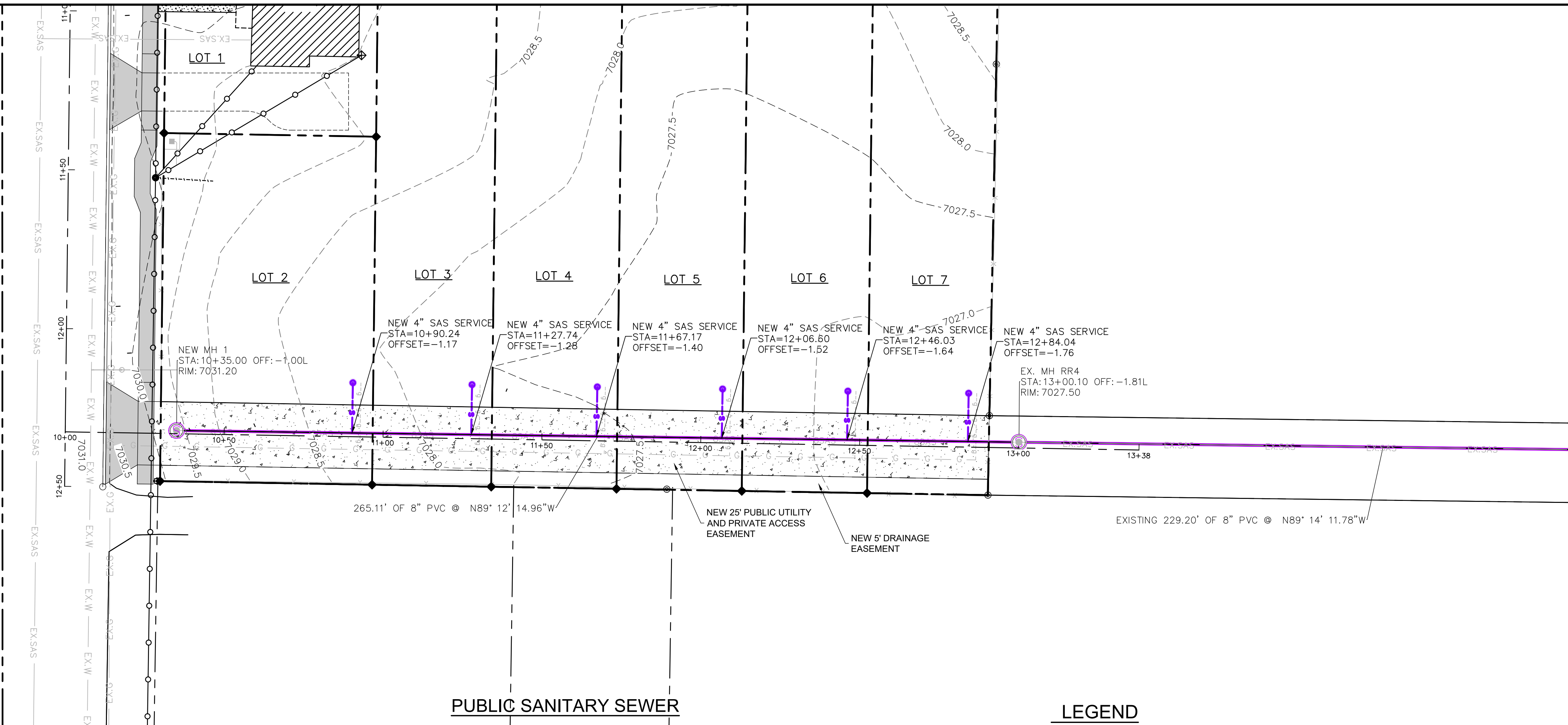
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PROJECT: **CHERRY GROVE SUBDIVISION**

SHEET TITLE: **PUBLIC SANITARY SEWER**

CITY REVIEW	DATE
WATER	
WASTEWATER	
TRAFFIC	
PW ENGINEERING	
FIRE DEPARTMENT	
SOLID WASTE	
LANDSCAPE	
TRAILS/OPEN SPACE	
SUBDIVISION REVIEW	

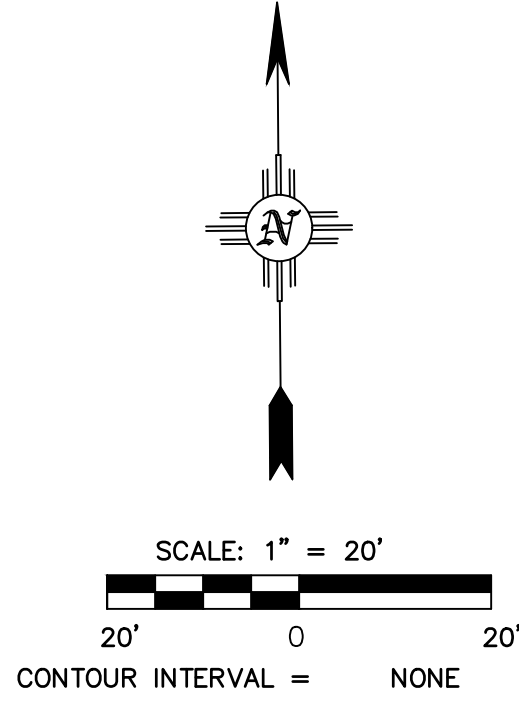
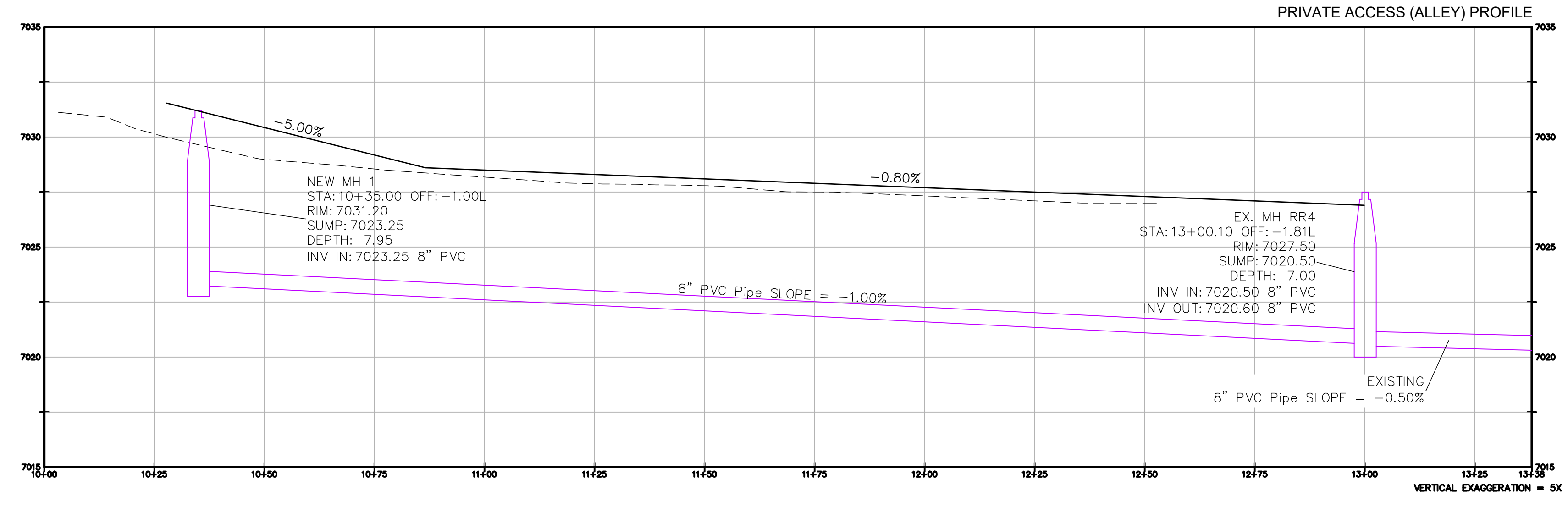
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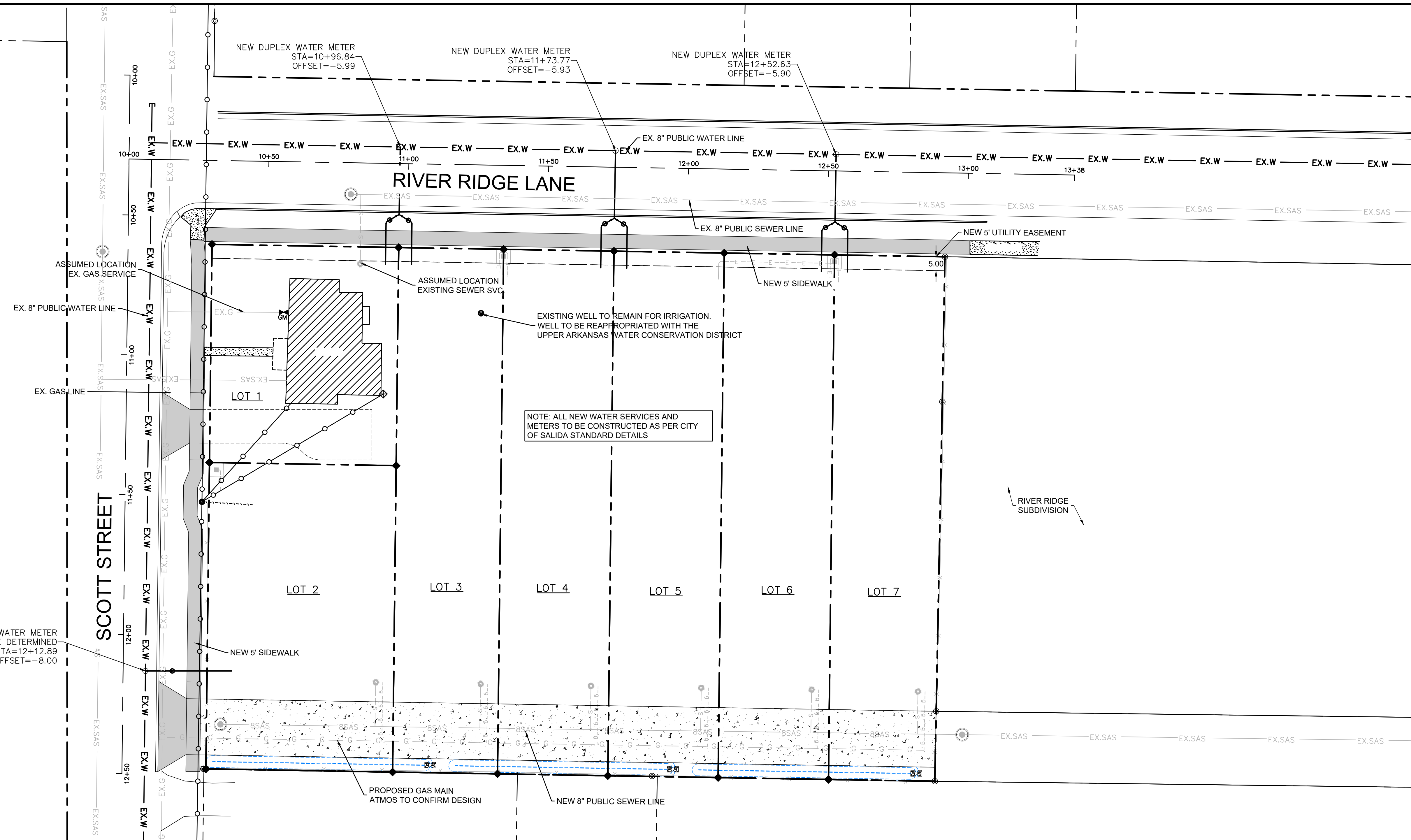


**PUBLIC SANITARY SEWER**

**LEGEND**

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- - - SETBACK OR EASEMENT
- ▬ ADA ACCESS RAMP  
MAX 1:12 SLOPE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- PROPOSED WATER VALVE & BOX
- PROPOSED DUPLEX WATER METER
- PROPOSED SINGLE WATER METER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED SAS MANHOLE
- 4" SEWER LATERAL
- EXISTING GAS LINE
- PROPOSED GAS LINE TO BE DESIGNED BY ATMOS
- PROPOSED ELECTRIC TO BE DESIGNED BY XCEL
- PROPOSED DESIGN PROFILE
- EXISTING GROUND PROFILE





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 905 Camino Sierra Vista, • Santa Fe, NM 87505  
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No.	REVISION	BY	APP.	DATE

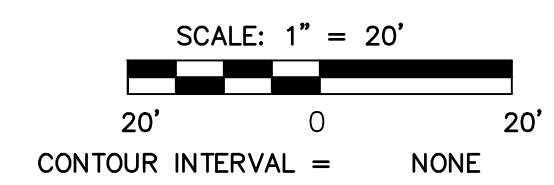
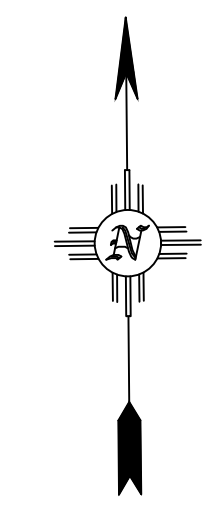
PROJECT: CHERRY GROVE SUBDIVISION  
 FILE: 1/28/21  
 DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:

PROJECT: CHERRY GROVE SUBDIVISION  
 SHEET TITLE: WATER PLAN

PROJECT: CHERRY GROVE SUBDIVISION  
 SHEET TITLE: WATER PLAN

**GENERAL NOTES**

- ENGINEERING FOR GAS AND ELECTRIC TO BE PROVIDED BY ATMOS AND XCEL RESPECTIVELY. ALL GAS AND ELECTRIC SHOWN HERE IS FOR ILLUSTRATION ONLY.



**RECORD DRAWINGS**

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MOREY E. WALKER, P.E. 32033 DATE

**LEGEND**

-----	EXISTING PROPERTY LINE
-----	PROPOSED PROPERTY LINE
-----	SETBACK OR EASEMENT
←	ADA ACCESS RAMP MAX 1:12 SLOPE
—SW—SW—SW—SW—SW—SW—SW—SW—SW—SW—	PROPOSED WATER LINE
—EX.W—EX.W—EX.W—EX.W—EX.W—EX.W—EX.W—EX.W—EX.W—EX.W—	EXISTING WATER LINE
—	PROPOSED WATER VALVE & BOX
—	PROPOSED DUPLEX WATER METER
—	PROPOSED SINGLE WATER METER
—SAS—SAS—SAS—SAS—SAS—SAS—SAS—SAS—SAS—SAS—	PROPOSED SANITARY SEWER
—EX.SAS—EX.SAS—EX.SAS—EX.SAS—EX.SAS—EX.SAS—EX.SAS—EX.SAS—EX.SAS—EX.SAS—	EXISTING SANITARY SEWER
—	PROPOSED SAS MANHOLE
—	4" SEWER LATERAL
—EX.G—EX.G—EX.G—EX.G—EX.G—EX.G—EX.G—EX.G—EX.G—EX.G—	EXISTING GAS LINE
—	PROPOSED GAS LINE TO BE DESIGNED BY ATMOS
—	PROPOSED ELECTRIC TO BE DESIGNED BY XCEL

DEPARTMENT	DATE	CITY REVIEW	SIGN-OFF
WATER			
WASTE WATER			
TRAFFIC ENGINEERING			
FIRE DEPARTMENT			
SOLID WASTE			
LANDSCAPE			
TRAILS/OPEN SPACE			
SUBDIVISION REVIEW			

SHEET NO. **C10**

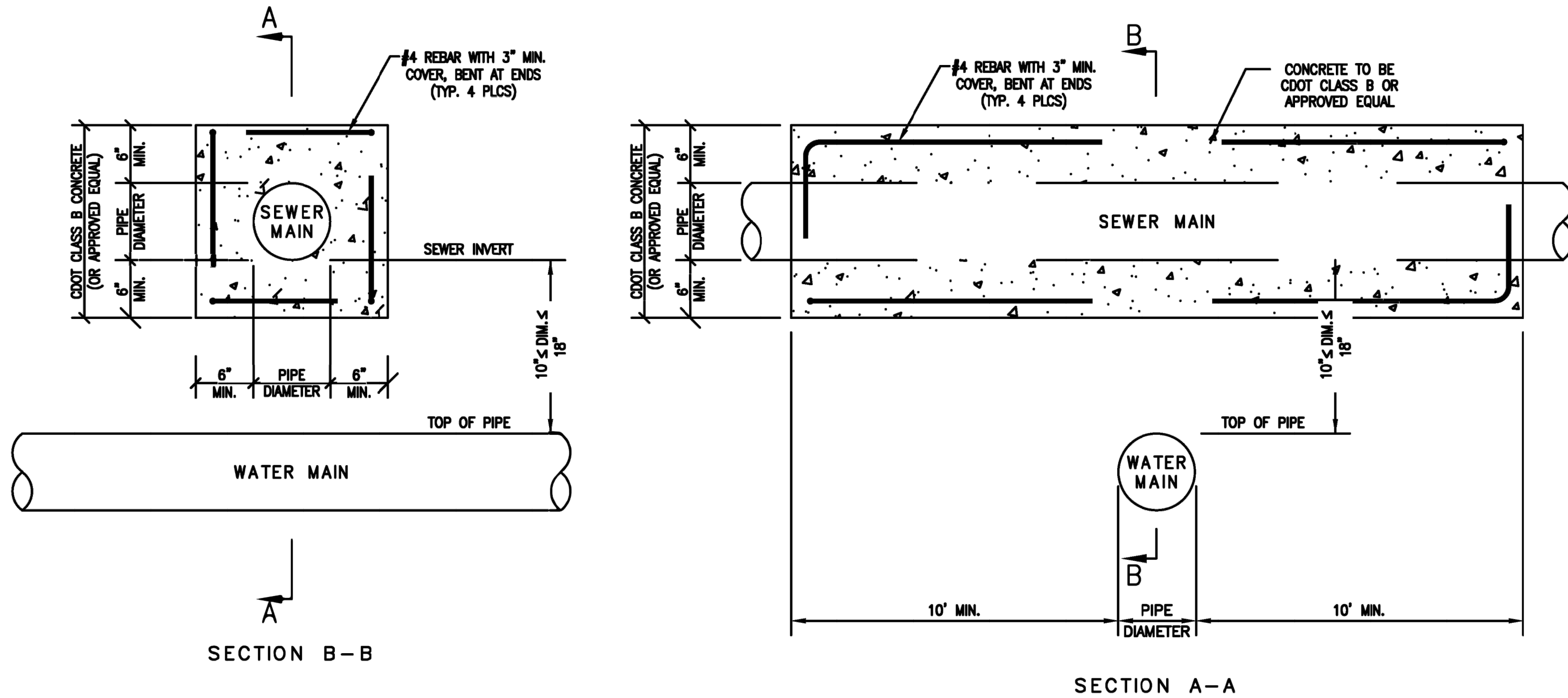




**STREET MANHOLE RING & COVER:**  
 DEETER 1266 OR APPROVED EQUAL  
 Street MH Ring & Cover 290 Lb. Min.  
 Street Manhole Ring & Cover to be Machined.

**GENERAL NOTE:**  
 Precast Manholes Shall Conform  
 to ASTM Specification C 478, with  
 Revisions.

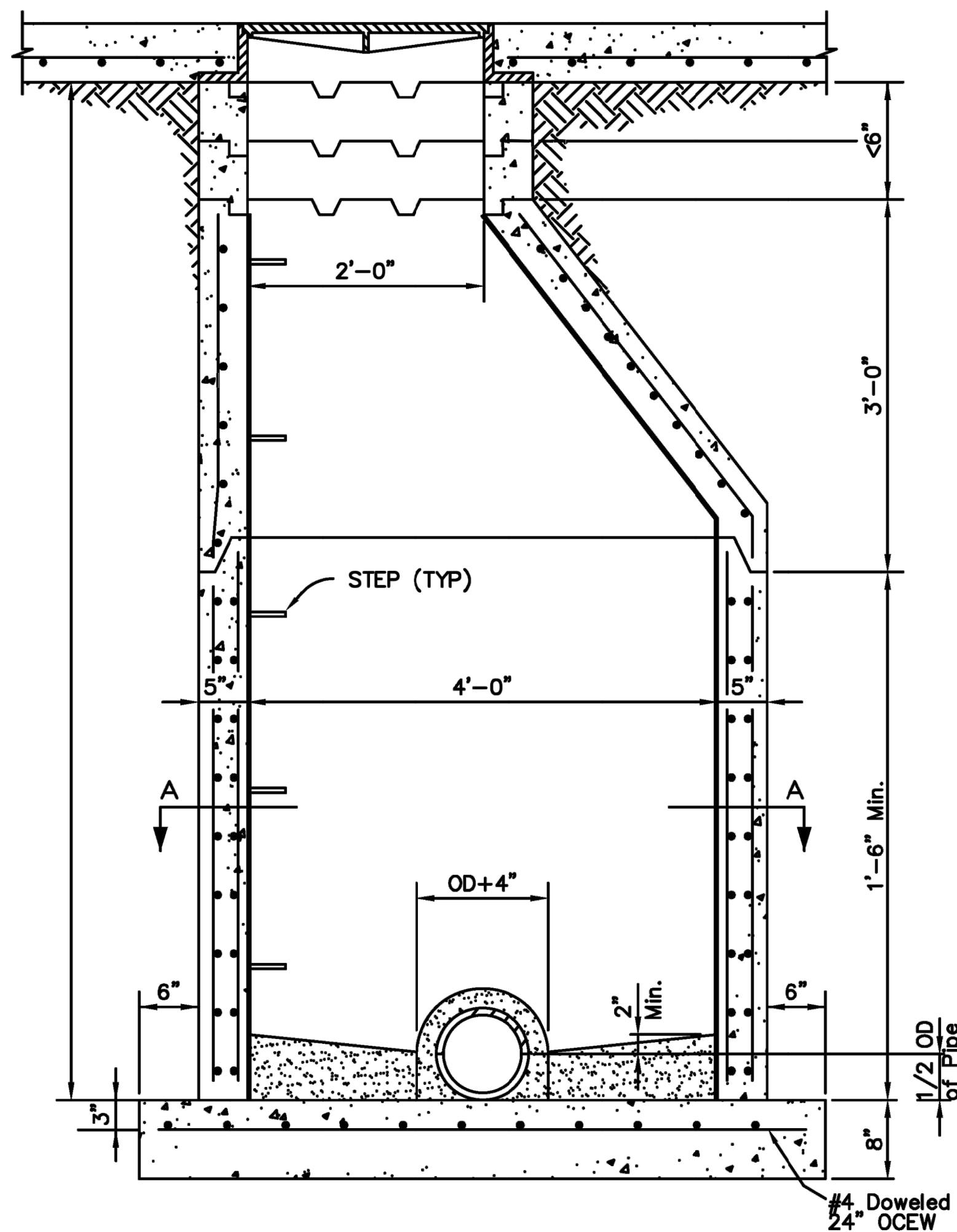
\* SANITARY OR STORM SEWER



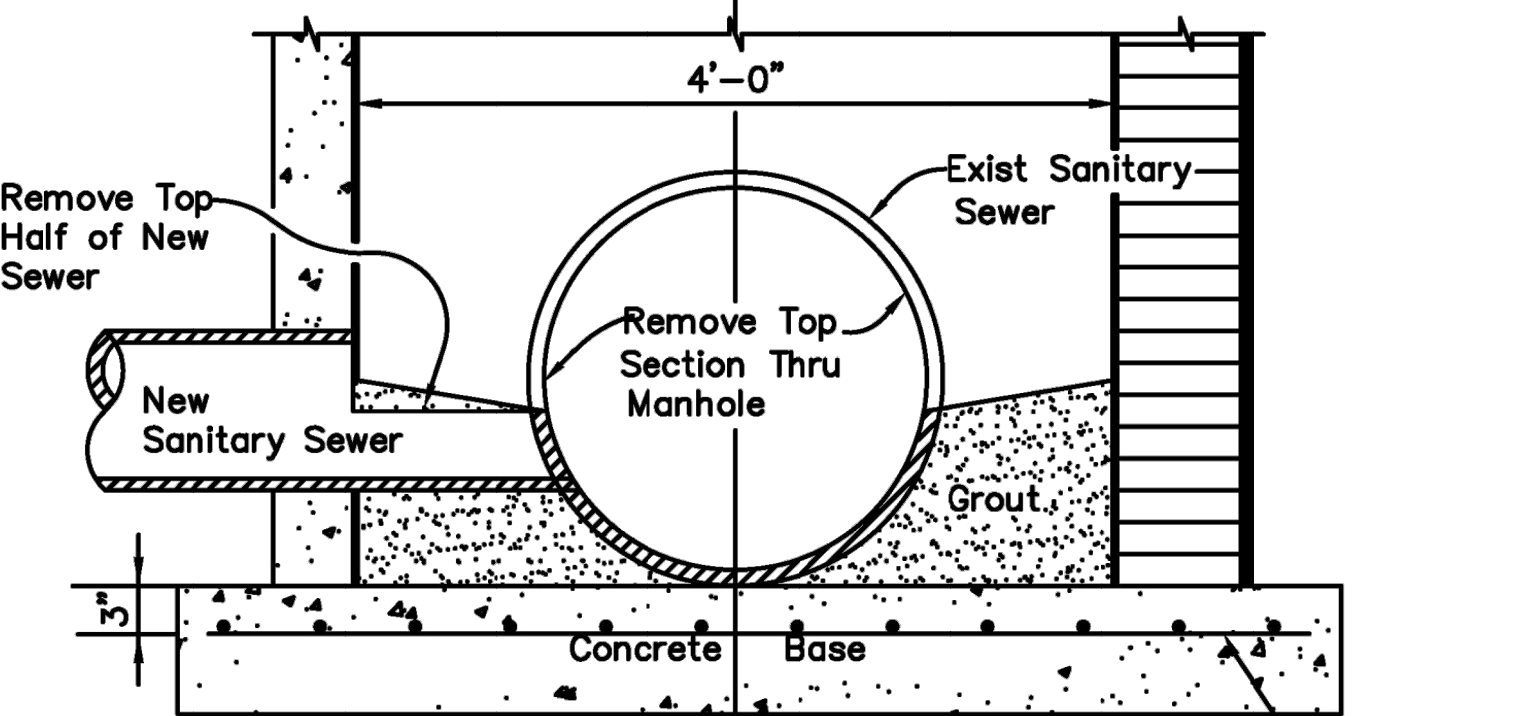
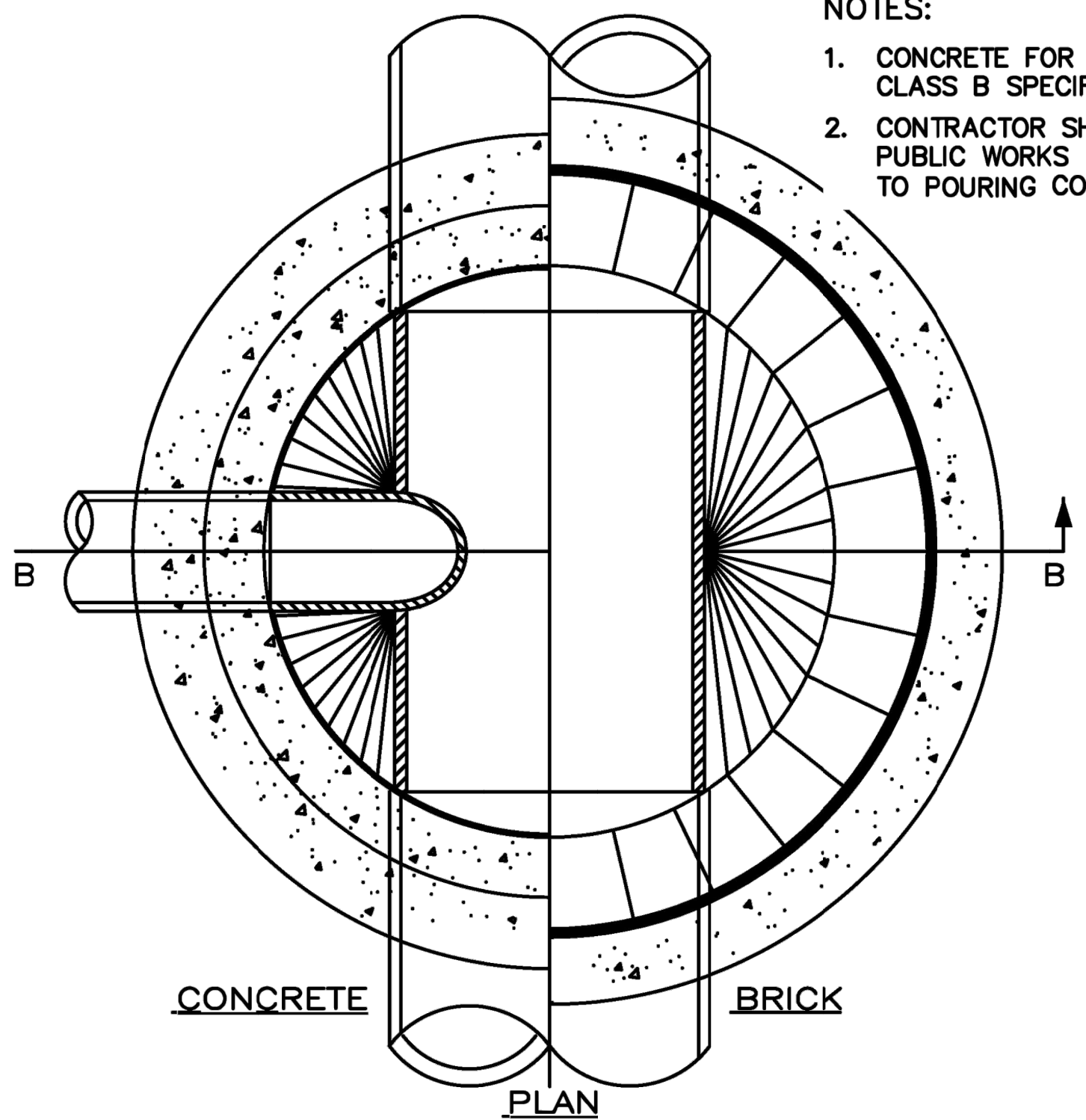
**NOTES:**

1. CONCRETE FOR ENCASEMENT SHALL MEET CDOT CLASS B SPECIFICATIONS.
2. CONTRACTOR SHALL CONTACT THE CITY OF SALIDA PUBLIC WORKS DEPARTMENT FOR INSPECTION PRIOR TO POURING CONCRETE AND/OR BACKFILLING.

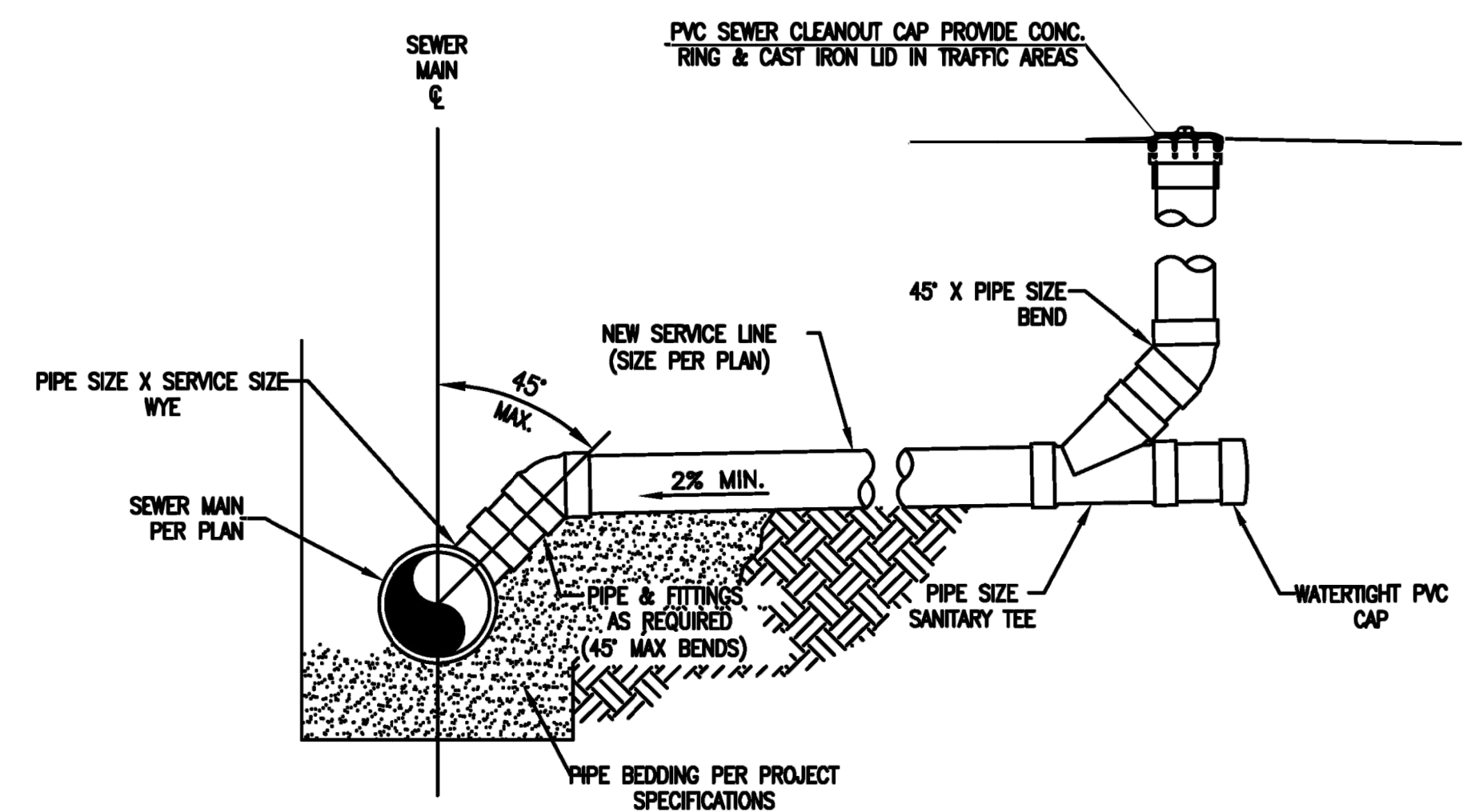
**(S) 2 CONCRETE SEWER ENCASEMENT DETAIL**



**(S) 1 MANHOLE STANDARD DETAIL**



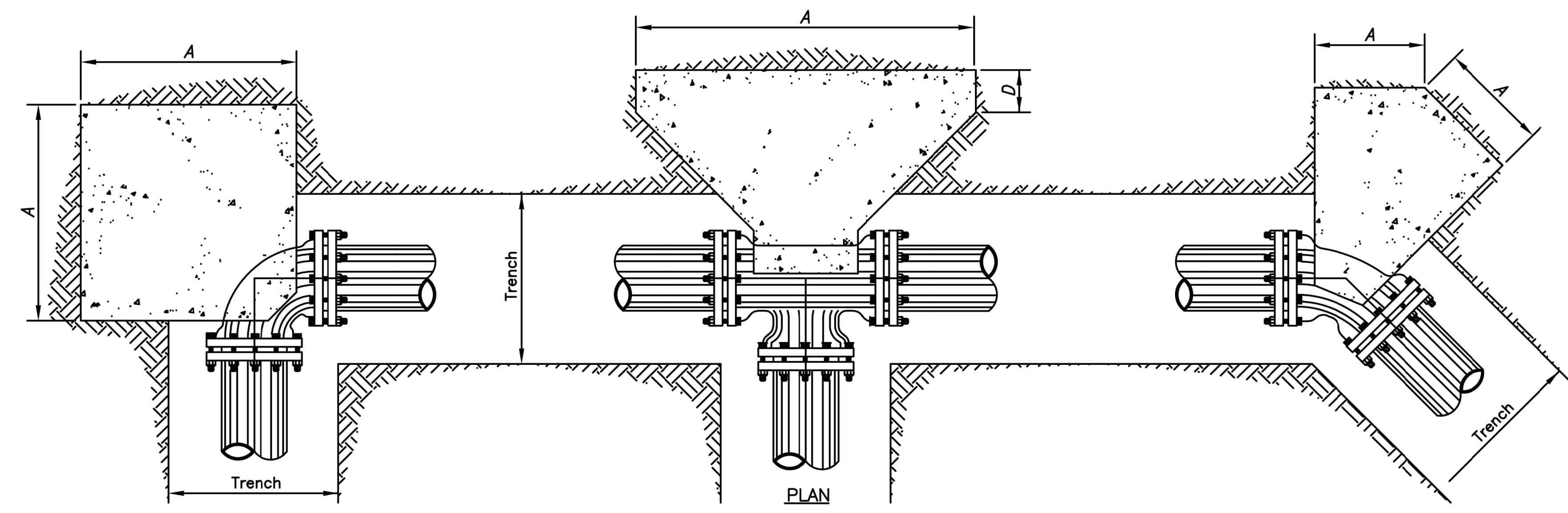
**SECTION B-B  
 NEW SEWER CONNECTION  
 (Manhole Connected over Exist SS Main)**



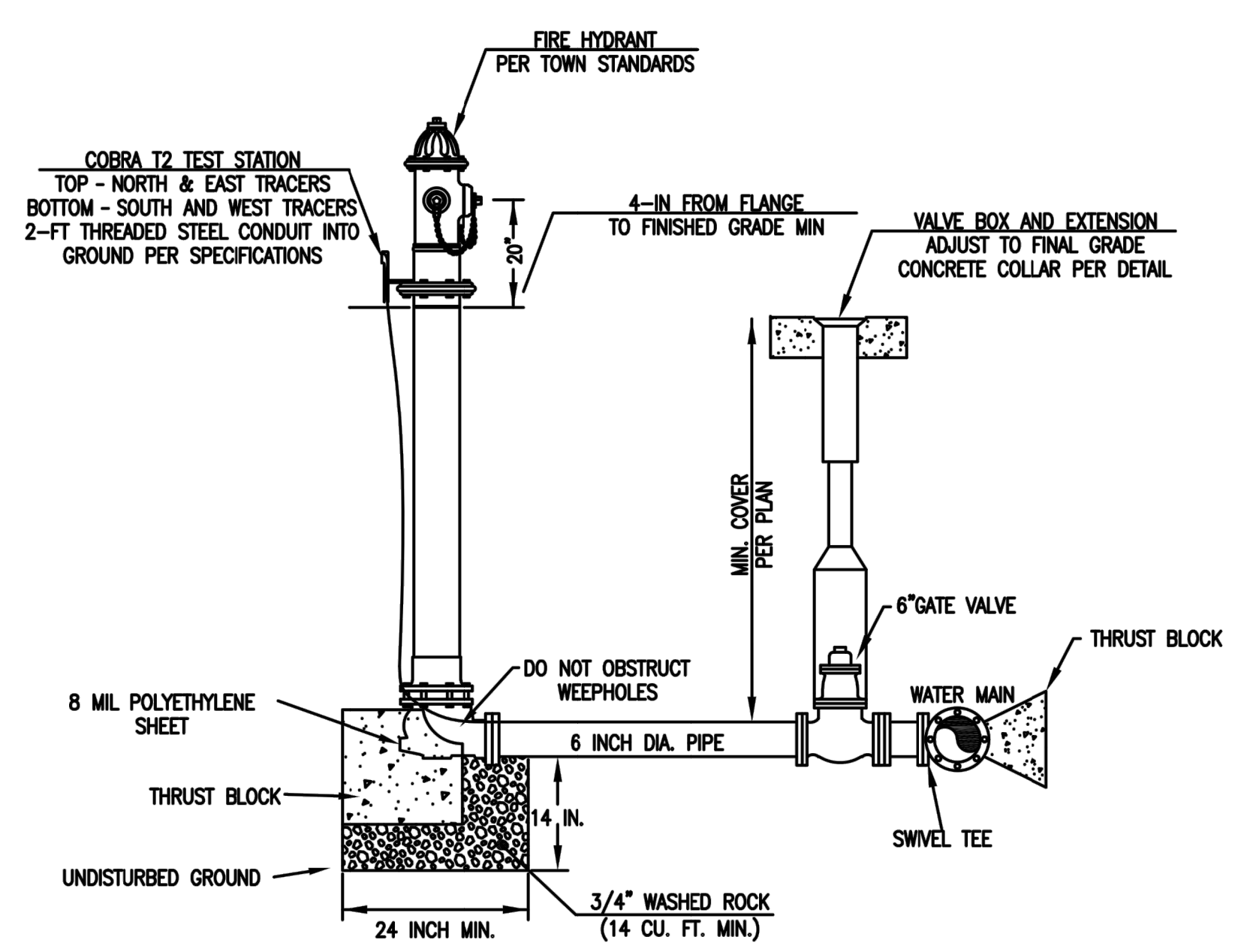
**(S) 3 SEWER SERVICE TAP DETAIL**

CITY OF SALIDA, COLORADO PUBLIC WORKS		
STANDARD DETAILS SANITARY OR STORM SEWER DETAILS		
DATE: Nov 2018	SCALE: Not to Scale	SHEET: BY: MCL
FILENAME: 10_SALIDA_Sanitary_Sewer_Details.dwg		

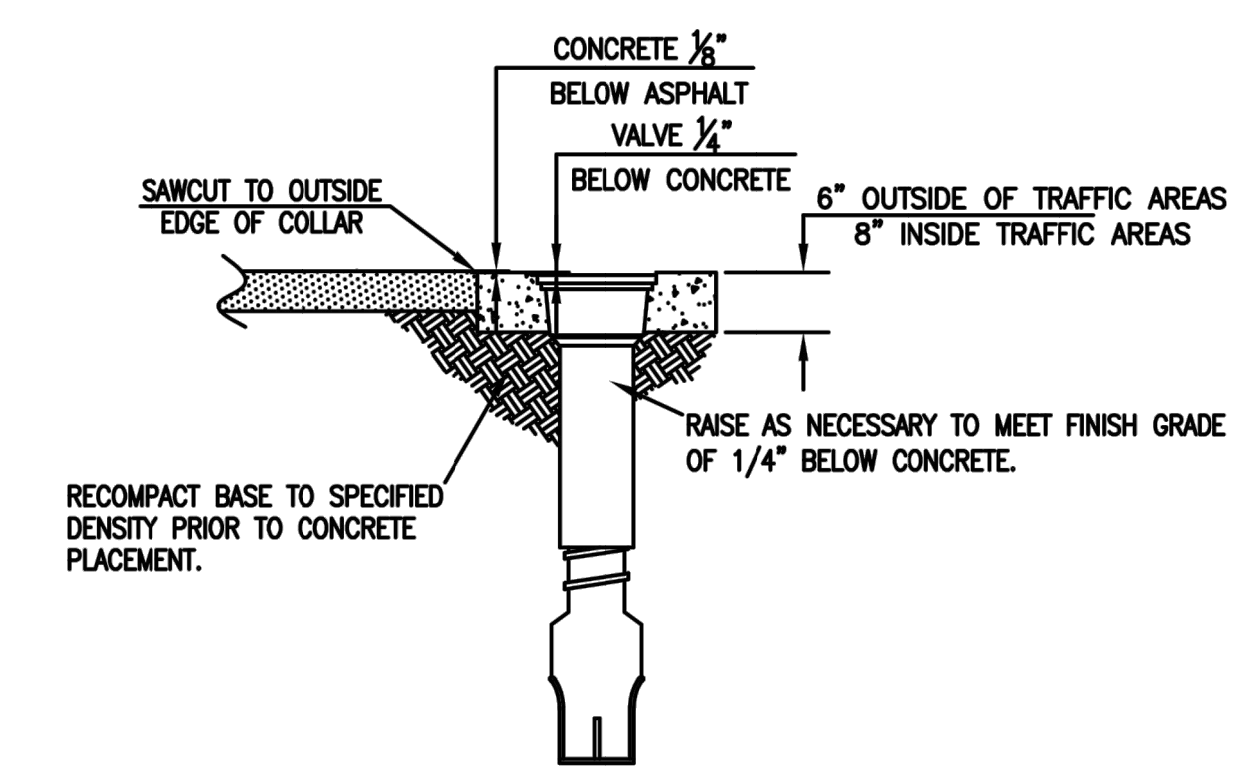
BLOCKING SCHEDULE WATER DISTRIBUTION FITTINGS												
PIPE "D"	TEES & PLUGS			90°			45°			22.5°		
	A	B	C	A	B	C	A	B	C	A	B	C
4	16	12	16	12	16	12	16	12	16	12	16	12
6	18	12	18	16	18	12	18	12	18	12	18	12
8	24	16	24	16	24	16	24	16	24	16	24	16
10	30	20	30	16	30	20	30	20	30	20	30	20
12	36	24	36	18	36	24	36	24	36	24	36	24
16	48	32	48	18	48	32	48	32	48	32	48	32
20	60	40	60	18	60	40	60	40	60	40	60	40
24	72	48	72	18	72	48	72	48	72	48	72	48
30	96	64	96	18	96	64	96	64	96	64	96	64



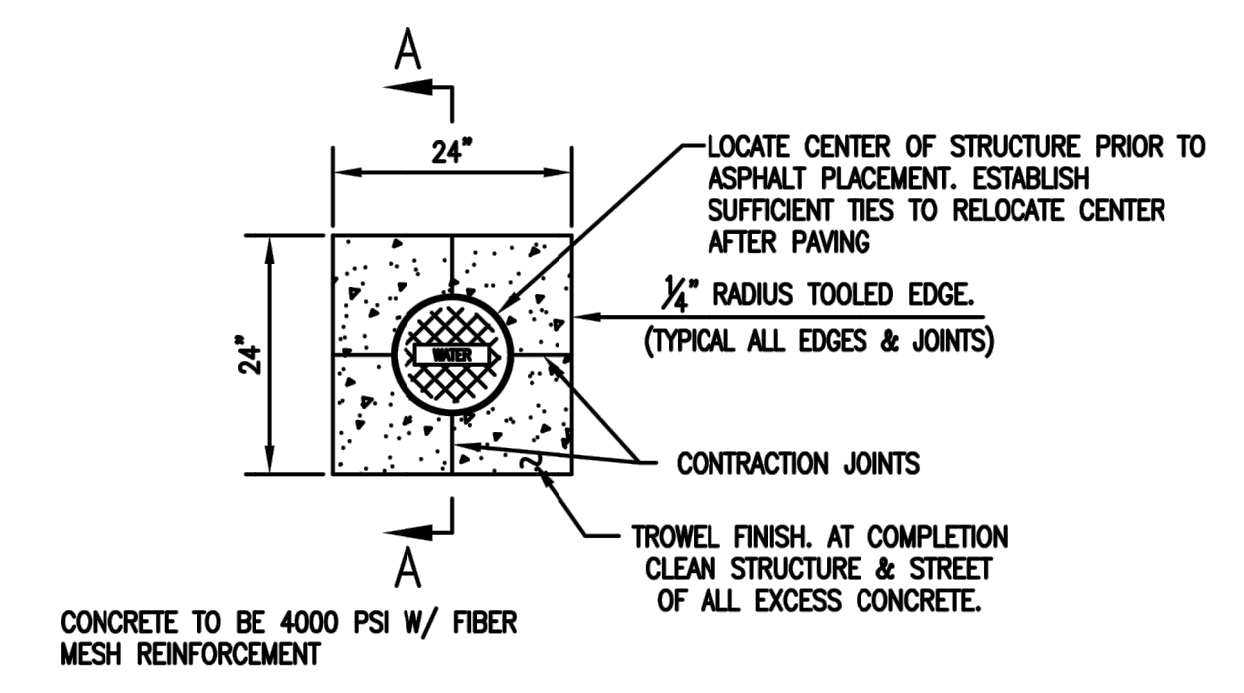
WD THRUST BLOCK  
1 DETAIL



WD FIRE HYDRANT ASSEMBLY  
2 DETAIL



SECTION A-A



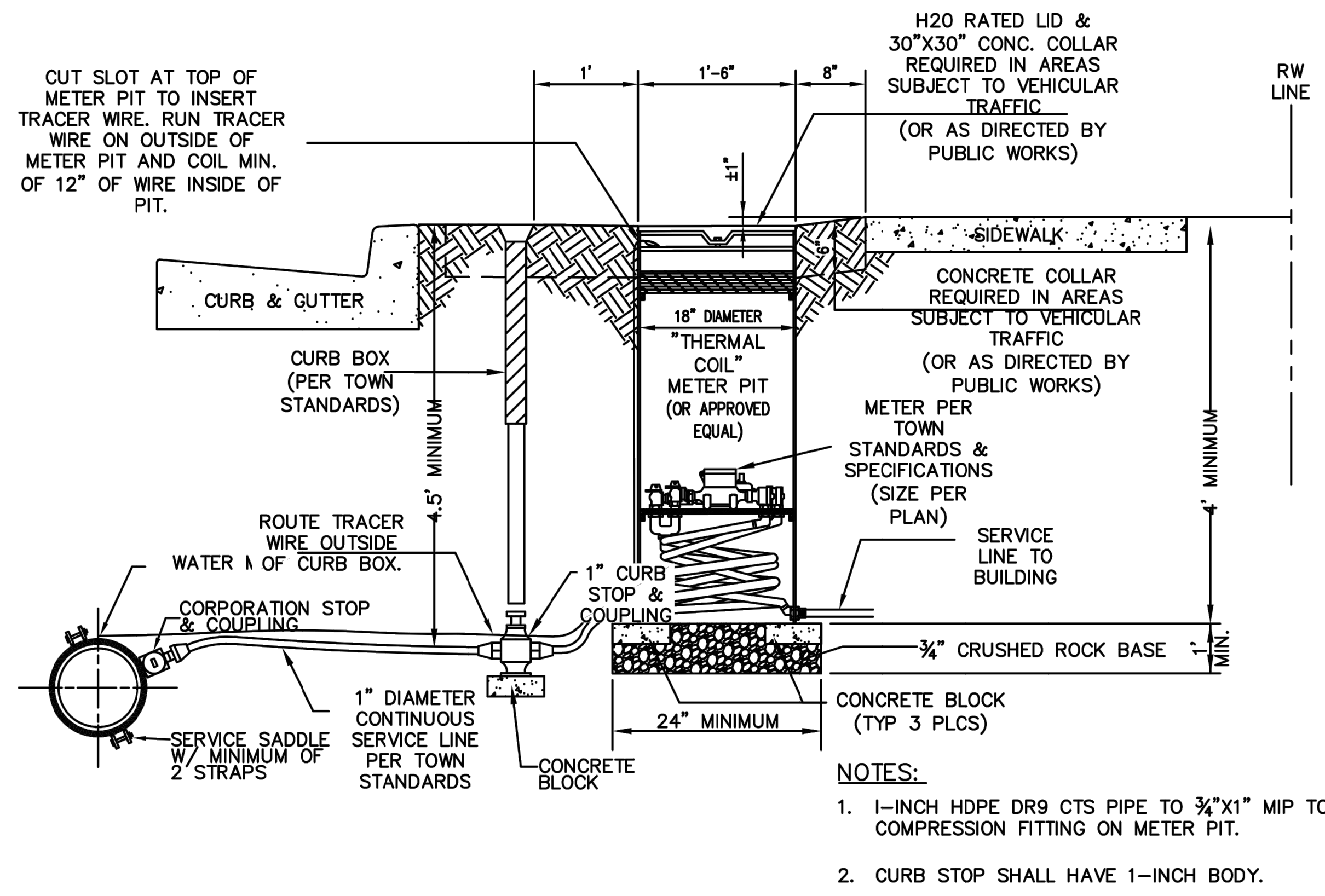
PLAN VIEW

WD WATER VALVE CONCRETE COLLAR  
3 DETAIL

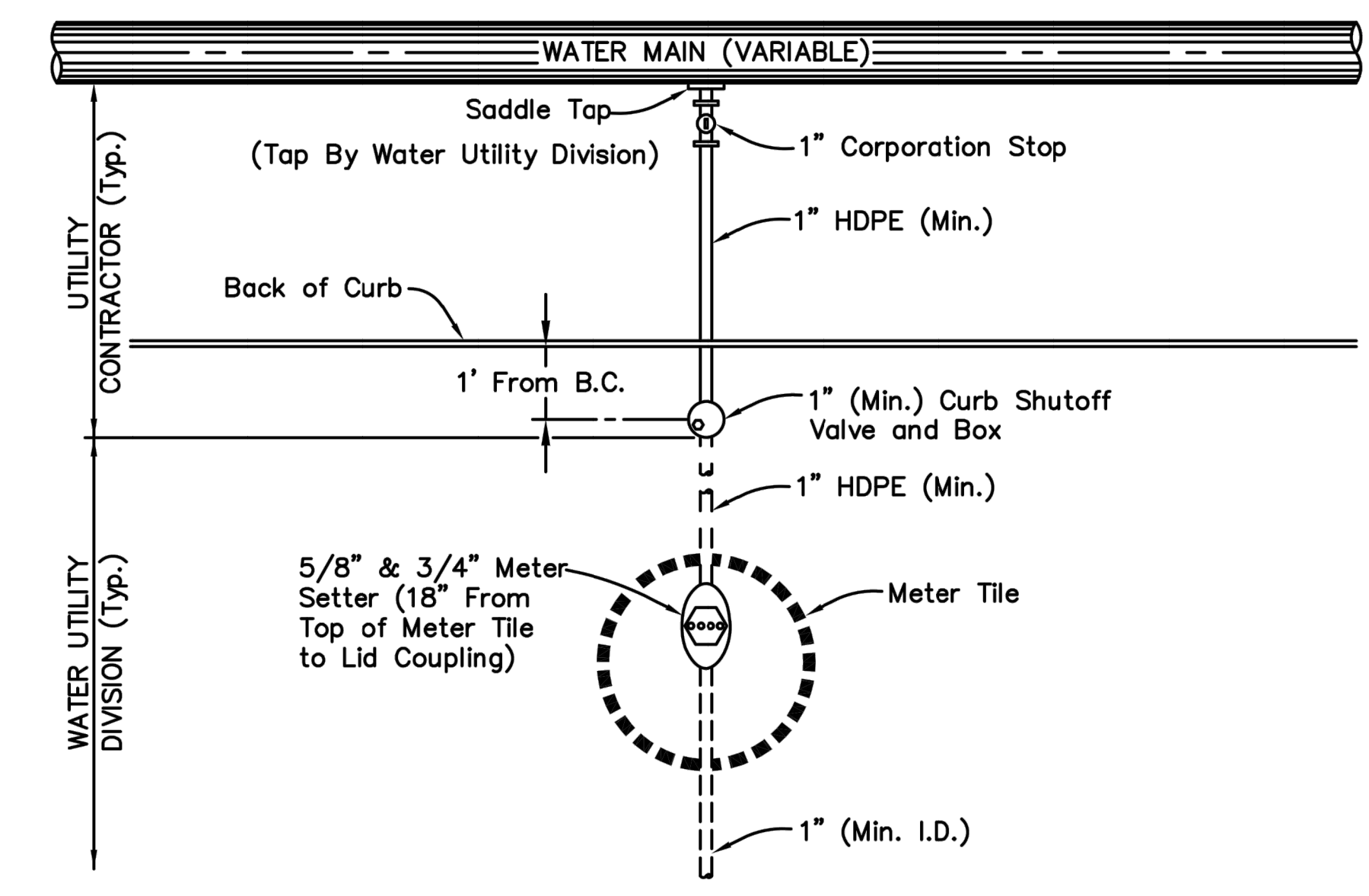
GENERAL NOTES

1. Water Lines Shall Have A Minimum Cover Of 4'-6" Or More As Shown On Profiles.
2. All Valves On Mains & Fire Hydrant Leads Shall Be Installed With Valve Box Assemblies.
3. The Size Of Valve Box Assembly To Be Installed Shall Be Determined By The Type And Size Of Valve.
4. Valve Box Caps Shall Have The Word "water" Cast In The Top.

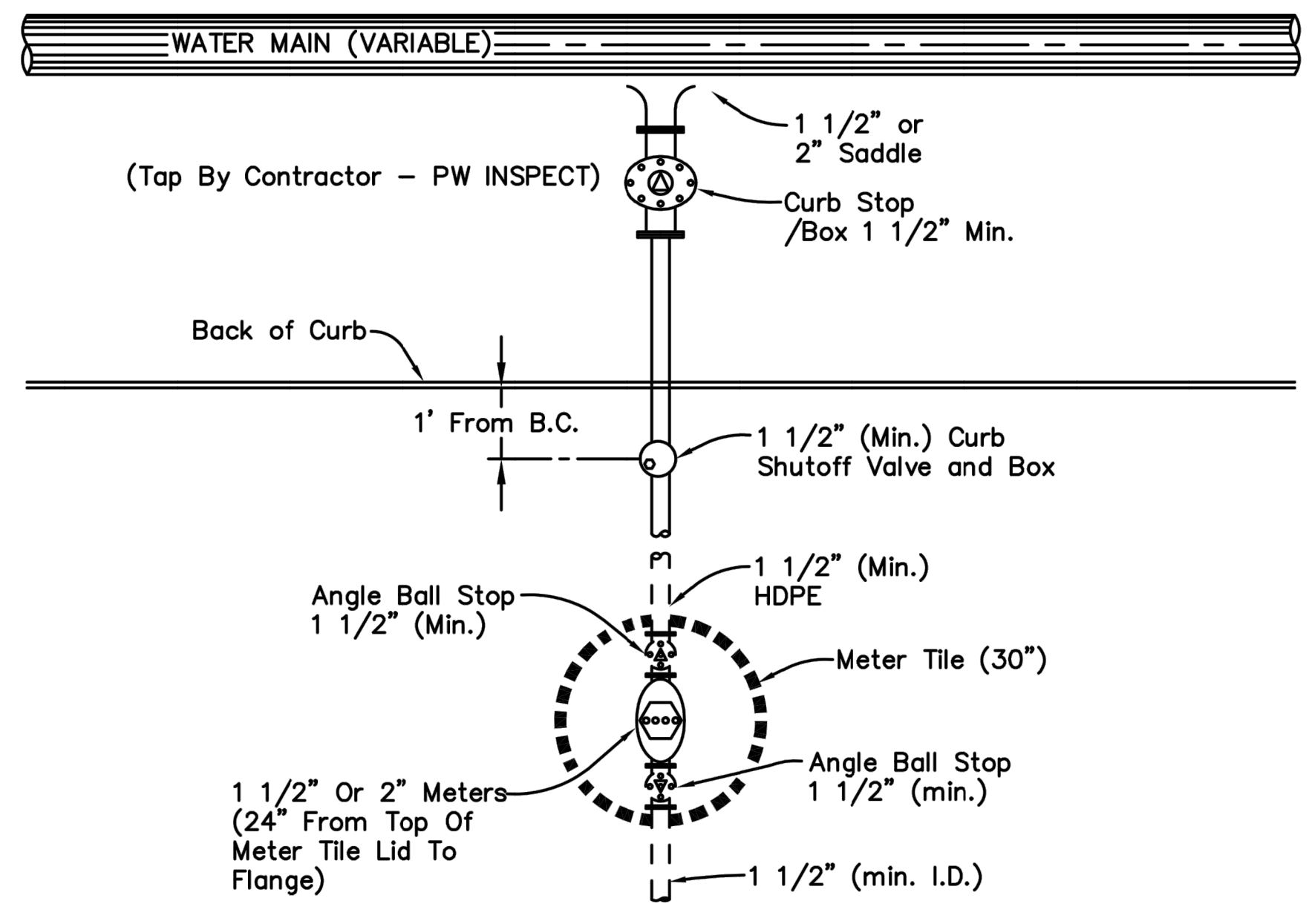
CITY OF SALIDA, COLORADO PUBLIC WORKS		
STANDARD DETAILS WATER DISTRIBUTION DETAILS		
DATE: Nov 2018	SCALE: Not to Scale	SHEET: BY:
FILENAME: 11_Salida_Water_Distribution_Details.dwg		



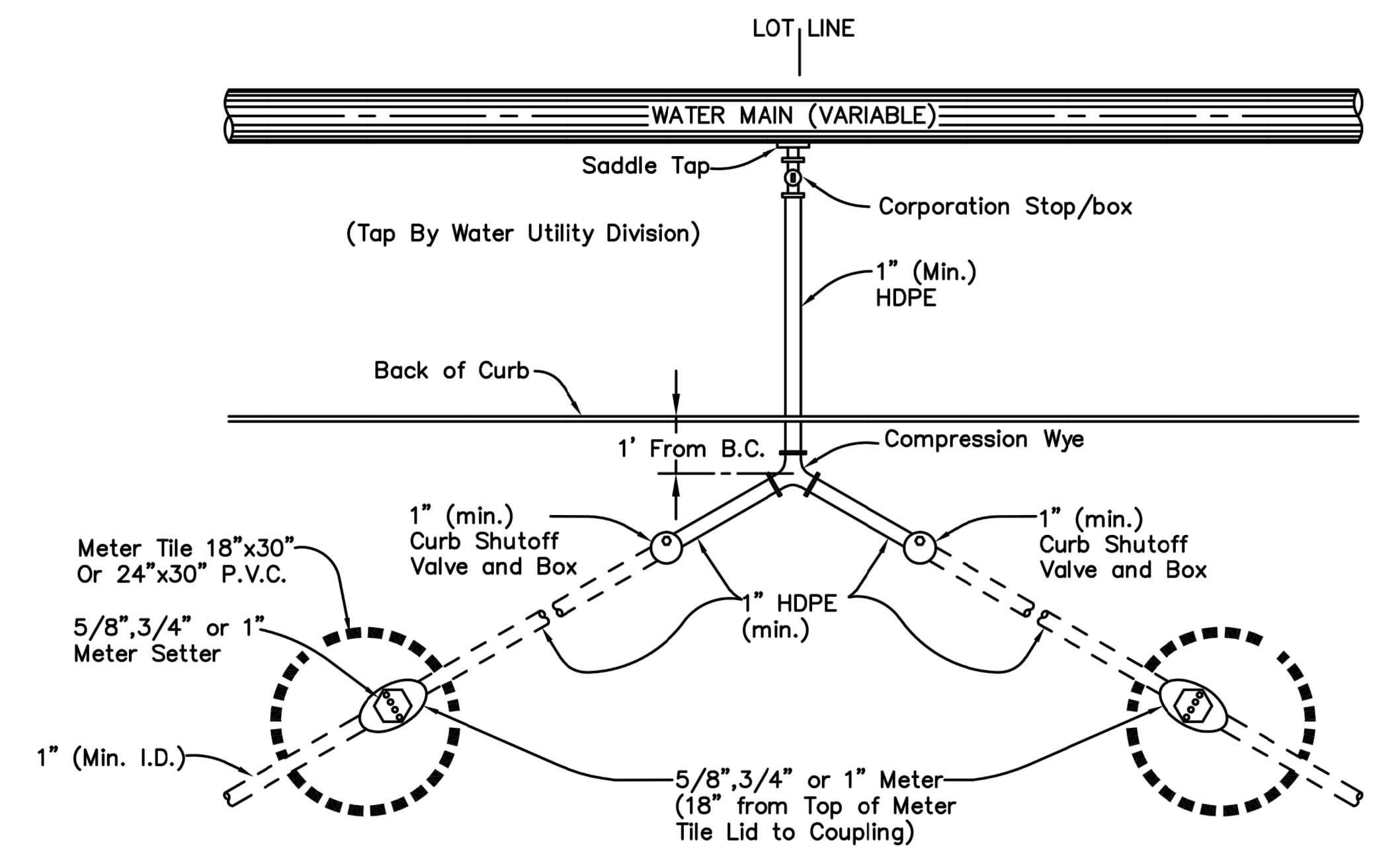
WS 1 SERVICE AND METER PIT (TYP) DETAIL



WS 2 1-IN AND SMALLER METER DETAIL



WS 3 1-1/2 AND 2-INCH METER DETAIL



WS 4 OPTIONAL DUPLEX LOT DETAIL

CITY OF SALIDA, COLORADO PUBLIC WORKS		
STANDARD DETAILS WATER SERVICE DETAILS		
DATE: Nov 2018	SCALE: Not to Scale	SHEET: 1
FILENAME: 12_SALIDA_Water_Service_Details.dwg BY: MCL		





January 15, 2021

RE: Cherry Grove Subdivision  
Plan review comments

To: Kristi Jefferson, City Planner

Public Works has completed review of the preliminary concept construction plans for the Cherry Grove Subdivision, dated December 18, 2020. These plans will need to be engineered, signed, and stamped for a formal review. Comments are as follows:

General Items

1. Plat – Confirm with other utilities to determine if a 5-ft Utility Easement is necessary east of the Scott Street right-of-way.

Construction Plans

1. The plans shall be engineered, signed, and stamped for final review. Comments are as follows:
  - a. Plan and profile for sanitary sewer extension required.
  - b. Improvements in the right-of-way to be designed, including; sidewalk elevation, parkway swale along Scott Street consistent with River Ridge Subdivision, aprons, and ADA ramp improvements.
  - c. Detention facilities to be design along with a drainage study for the subdivision.

It is requested that the comments be addressed and resubmitted for review. After approval of an improvements agreement, Owner to coordinate product submittals and preconstruction meeting with Public Works prior to initiation of work.

Sincerely,

A handwritten signature in black ink that reads "David Lady".

David Lady, P.E.  
City of Salida  
Director of Public Works



February 2<sup>nd</sup>, 2021

RE: Cherry Grove Subdivision  
Plan review comments

To: Kristi Jefferson, City Planner

Public Works has completed review of the 80% level Construction Plans for the Cherry Grove Subdivision, dated January 28, 2021. These plans will need to be finalized, signed, and stamped prior to execution of the development agreement. Comments are as follows:

General Items

1. Plat – Confirm with other utilities to determine if a 5-ft Utility Easement is necessary east of the Scott Street right-of-way.
2. Provide Plat for final review.

Construction Plans

1. Comments provided during an informal review on 1/15/2021 have been addressed with the exception of showing the Scott Street improvements consistent with River Ridge improvements along Scott Street. This includes paving of the drive lanes and other typical details.

It is requested that the comments be addressed and resubmitted for final review. After approval of an improvements agreement, Owner to coordinate product submittals and preconstruction meeting with Public Works prior to initiation of work.

Sincerely,

A handwritten signature in black ink that reads "David Lady".

David Lady, P.E.  
City of Salida  
Director of Public Works

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING BEFORE  
THE CITY COUNCIL FOR THE CITY OF  
SALIDA CONCERNING A MAJOR IMPACT  
REVIEW APPLICATION FOR A MAJOR  
SUBDIVISION**

**TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE** that on Tuesday, March 2, 2021 at or about the hour of 6:00 p.m., a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 E. 1st Street, Salida, Colorado and online at the following link: <https://attendee.gotowebinar.com/register/6382995264411204366>

The hearing is regarding a major impact review application submitted by Scott Street LLC (represented by Bill Smith and Lee Hunnicutt) for a major subdivision located at 825 Scott Street. The applicants are requesting major impact review approval to subdivide the 1.2 acre parcel into 7 lots that meet the dimensional and development standards of the R-4 zone district

On January 25, 2021 the Planning Commission recommended approval of the Major Subdivision subject to conditions. The recommendation shall be forwarded to the City Council for review at the public hearing.

Interested individuals may make comments during the public hearing via GoToWebinar at the above link. Further information on the application may be obtained from the Community Development Department by calling (719) 530-2626. 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 February 12, 2021

## INGRESS AND EGRESS EASEMENT AGREEMENT

THIS Ingress and Egress Easement Agreement (“Agreement”) is established and granted as of \_\_\_\_\_, 2021, by Scott Street, LLC (“Owner”), of 825 Scott Street, Salida Colorado.

WHEREAS, Owner is the owner of certain adjoining lots of real property located in the City of Salida; and

WHEREAS, The Owner desires to create a mutual ingress and egress to their properties from Scott Street with a shared driveway and associated improvements including a gate (“Easement”); and

WHEREAS the Owner desires that maintenance of the shared access, driveway, and gate be shared equally among the lots benefited by it; and,

NOW, THEREFORE, the Owner states as follows:

**1. Description of Property.**

Scott Street LLC is the owner, in fee simple, of those certain lots of real property located in the city of Salida, more particularly described as:

Lots 2-7 of the Cherry Grove subdivision of the City of Salida, Chaffee County, Colorado.

As described in the Plat dated \_\_\_\_\_, 2021 and recorded on \_\_\_\_\_, 2021 in the offices of the clerk and recorder of Chaffee County Colorado at Reception No. \_\_\_\_\_;

- 2. Description of the Relationship among the Properties.** The lots are adjacent to each other.
- 3. Grant of Easement** Owner, by this Agreement, hereby grants, sells and conveys to the owner of each lot, their successors and assigns, for the benefit of that lot, an easement burdening the other lots, as described above. The Easement Property is shown on Exhibit A.
- 4. Purpose of Easement.** The purpose of this easement is for a right of shared access to the properties from Scott Street (City of Salida), for ingress and egress, pedestrian or vehicular, to each lot across a mutual driveway that is located on all properties. The use shall be residential in purpose and limited to lot owners, their agents, invitees, licensees, servants, contractors, mortgagees, tenants and tenants’ invitees, servants, licensees, contractors and agents (all of which persons are hereafter called “Permittees”).



- 5. Limitation on the Use of the Easement Property.** No lot owner shall construct or place any structure, building, or other surface improvements, whether temporary or permanent, or plant or locate any trees or shrubs on the Easement Property. Any such improvement, trees, or shrubs now or hereafter located on the Easement Property may be removed by other lot owners without liability.
- 6. No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Agreement and the Easement are intended to be solely for the benefit of the lot owners and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
- 7. Indemnity.** Owners shall indemnify, defend, and hold harmless the other lot owners from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property ("Claims") arising from their use of the Easement Property,
- 8. Location of the Easement.** The easement area is shown on Exhibit A.
- 9. Cost of Installation and Maintenance.** The cost of building and maintaining improvements on the easement area shall be borne equally by the owner of each lot. If any lot owner fails to participate in the costs of the maintenance required under this Agreement, any and all pro rata costs allocated shall be enforceable as a mechanic's lien under Colorado law.
- 10. Term of Easement.** The Easement provided for herein shall be a perpetual one appurtenant to and running with the land.
- 11. Successors and Assigns.** This Easement will be binding upon the parties hereto and their respective successors, personal representatives, heirs, and assigns subject to the covenants and restrictions herein.
- 12. Enforcement.** This obligation may be enforced as provided by Colorado law by any owner subject to the terms of this Agreement.
- 13. Governing Law.** The Laws of the State of Colorado shall govern this agreement.
- 14. Severability.** In the event that any provision of this agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision will be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this agreement shall continue in full force and affect.
- 15. Attorney's Fees, and Costs.** In the event of any action filed in relation to this agreement the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**16. Amendment.** This Agreement shall only be terminated, modified or amended by a written agreement signed by all of the lot owners.

IN WITNESS WHEREOF, the parties set their hands to be effective as of the day first above written.

Scott Street LLC

By: \_\_\_\_\_  
Lee Hunnicutt, Managing Member

STATE OF Colorado                    )  
  )ss.  
COUNTY OF Chaffee                )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021 by Lee Hunnicutt.

My Commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

**From:** [Carrie Mesch](#)  
**To:** [Kristi Jefferson](#)  
**Cc:** [M. Tom Mesch](#)  
**Subject:** Comments on Cherry Orchard Subdivision Overall Plan  
**Date:** Thursday, January 21, 2021 10:24:12 AM  
**Attachments:** [18031 RIVER RIDGE PLAT P2 200217.pdf](#)  
[Untitled attachment 00072.txt](#)

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Dear Kristi,

On behalf of Arkansas River Living, LLC, developers of River Ridge Subdivision, I would like to make comments on the Overall Plan submitted for the January 25, 2021 Planning Commission meeting regarding the Cherry Orchard Subdivision at 825 Scott Street.

As we were going through the process of designing River Ridge Subdivision and working with the City, it was suggested that we align our alleys with the south edge of the adjacent property line (825 Scott Street), so that future development of that parcel would extend the alley to Scott Street. We believe that is still the best plan, and ask that the Planning Commission consider recommending this change.

This change eliminates curb cuts along River Ridge Lane, which would be consistent with the remainder of that section of River Ridge Lane.

Additionally, we were told by the City that they don't ideally like dead end alleys, so our design allowed for the future elimination of the River Ridge alley's dead end when 825 Scott Street was developed. In referencing our Plat (attached), please notice that ideally we would have liked to move the alley further North, giving more square footage to our lots on Old Stage Road. We complied with the City's thinking, designed our alley with the suggested alignment, and set up the future extension of the alley through to Scott Street.

In looking at the submitted Plan for Cherry Orchard Subdivision, it appears that the northern edge of the proposed easement, closely aligns with where the alley would pass through. This change would eliminate the proposed gate, and also ensure that the sewer main, when extended, is not impeded by future improvements. Although structural improvements would be prohibited by an easement, easements are not always adhered to by homeowners over the course of time (shed's etc.), which obviously can cause maintenance issues for the City.

In summary, we believe that extending the River Ridge Subdivision alley through to Scott Street is a cleaner, overall better plan for the City, and for the residents.

Thank you for this consideration.

Respectfully,  
Carrie J. Mesch  
Managing Partner, Arkansas River Living, LLC



**CITY COUNCIL ACTION FORM**

<b>Department</b> Administration	<b>Presented by</b> Drew Nelson - City Administrator	<b>Date</b> March 2, 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 13<sup>th</sup>, 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 17<sup>th</sup>, 2020, extending until April 25<sup>th</sup>, 2020. Eleven extensions have been granted for the Declaration, with the most recent one ending on March 3<sup>rd</sup>, 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 II in the Action Plan, with Chaffee County identified in the Yellow 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**

<b>Department</b> Administration	<b>Presented by</b> Drew Nelson - City Administrator	<b>Date</b> March 2, 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 April 7<sup>th</sup>, 2021, which is one day after the first regular City Council meeting in March.

**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 April 7<sup>th</sup>, 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**, 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 December 2, 2020, which does not coincide with the Governor of the State of Colorado's Safer-At-Home and in the Vast, Great Outdoors 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 March 2, 2021, and shall be in effect until April 7, 2021.

**APPROVED, DECLARED AND ADOPTED** on this 2<sup>nd</sup> day of March, 2021.

CITY OF SALIDA, COLORADO

[ SEAL ]

ATTEST:

\_\_\_\_\_  
P.T. Wood, Mayor  
City of Salida, Colorado

\_\_\_\_\_  
City Clerk






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## 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.

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### 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.

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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**

