



CITY COUNCIL REGULAR MEETING

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

September 21, 2021 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve September 7, 2021 Minutes

4. Approve Mountain Heritage Park Independent Contract Services Agreements

5. Approve Financial Policy Statement

6. Approve Memorandum of Understanding with the Salida School District

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

7. ORDINANCE 2021-14 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 8 OF THE SALIDA MUNICIPAL CODE, REGARDING VEHICLES AND TRAFFIC, TO UPDATE PROCEDURES RELATED TO CIVIL VEHICLE, TRAFFIC AND PARKING VIOLATIONS, **FINAL READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

8. Resolution 2021-32 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION PLAT FOR THE WEST END MAJOR SUBDIVISION

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

9. Ordinance 2021-15 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SHORT TERM RENTALS, **FIRST READING AND SETTING A PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

10. Treasurer Report

Attorney Report

Staff Reports

11. Staff Reports

BOCC Report

12. BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor P.T. Wood

CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

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

September 07, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harald Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

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

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 August 17, 2021 Minutes

Approve Brewers' Rendezvous Event

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

Approve Monarch Crest Crank Event

Approve Colorado Grand Event

Approve High School Cross Country Race Event

Approve Final Settlement for the 2021 Sewer Reconstruction Project

Approve Final Settlement for the Bio-Solids Concrete Slab Expansion Project

Approve Change Order for the 2021 Sanitary Sewer CIPP Project

Approve Final Settlement for 2020 Skatepark Project

Approve a Hangar Lease for Harriett Alexander Field

CITIZEN COMMENT—Three (3) Minute Time Limit

Rebecca Hersch, Jack Chivvis, Matt Hobbs, Nate Calderone, TW Winston, Andy Riemenschneider, and Joshua Andert spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2021-12 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING A 3.87 ACRE AREA OF LAND KNOWN AS THE CHAFFEE COUNTY GOVERNMENT CAMPUS WITH A PLANNED DEVELOPMENT OVERLAY, **FINAL READING AND PUBLIC HEARING**

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

Council Member Pappenfort moved to approve the Ordinance incorporating the following staff recommendations,

1. That the applicant meet the recommendations of the Public Works Director including the installation of sidewalks, curb, and gutter along 3rd Street to support the proposed improvements. Civil drawings and draining report to be included for review.
2. That Table 16-F Schedule of Dimensional Standards, Table 16-J Off-Street Parking standards by use and Table 16-D Schedule of Uses be added to the plat prior to recording the Planned Development.
3. Administrative review and approval as required for the 15,000 sq. ft. Annex addition.

Seconded by Council Member Critelli.

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

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THE MOTION PASSED.

Ordinance 2021-13 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16 OF THE SALIDA MUNICIPAL CODE, REGARDING LAND USE AND DEVELOPMENT, TO ADDRESS CHANGES TO FAMILY CHILD CARE HOMES REQUIRED BY RECENT STATE LEGISLATION, **FINAL READING AND PUBLIC HEARING**

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

Council Member Templeton moved to approve the Ordinance, 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.

NEW BUSINESS / ACTION ITEMS

Request for Funding and Letter of Support – Jane’s Place

Council Member Pappenfort moved to approve the expenditure of \$300,000, payable to the Chaffee County Community Foundation, to match community funding efforts for the Jane's Place development and to approve the Letter of Support for the Chaffee County Community Foundation's Community Revitalization Grant through the Colorado Office of Economic Development and International Trade, and instruct the Mayor to sign the letter, 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.

Approval of Amended City Clerk Employment Agreement

Council Member Shore moved to approve the amended Employment Agreement with City Clerk Erin Kelley, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

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

Resolution 2021-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE

Council Member Kasper moved to approve the Resolution, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

ORDINANCE 2021-14 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 8 OF THE SALIDA MUNICIPAL CODE, REGARDING VEHICLES AND TRAFFIC, TO UPDATE PROCEDURES RELATED TO CIVIL VEHICLE, TRAFFIC AND PARKING VIOLATIONS, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and to schedule a Public Hearing for August 21, 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.

DECLARATION OF EXTENSION OF STATE OF LOCAL EMERGENCY – COVID-19 ACTION PLAN IMPLEMENTATION

Council Member Shore moved to approve the Declaration, 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.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 7:26 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood



CITY COUNCIL ACTION FORM

Department Parks and Recreation	Presented by Diesel Post - Parks and Recreation Director	Date September 21, 2021
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ITEM

Mountain Heritage Park (MHP) Independent Contractor Services Agreement approval

BACKGROUND

Resolution 2019-52 resolved to support the Chipeta Mountain Project (CMP) in their attempts to apply for a GOCO grant for the creation of Mountain Heritage Park at the gate on Tenderfoot Drive. GOCO awarded the City and CMP \$41,500. The City and CMP entered into an MOU whereas the City would act as the fiscal agent and CMP would ask as the project manager for the MHP project.

The original total cost of the project was \$60,000. The CMP raised funds to offset the remaining need after the GOCO grant to fully fund the project. City staff worked with CMP to request fencing and Porta-Potty screens become a part of the scope of the project to be paid for by the City at an estimated cost of \$10,000.

CMP then received an additional \$18,850 in donations to increase the project total to \$78,850.

CMP solicited bids from contractors for the site work and pavilion fabrication for the project which is to be paid for by GOCO funds, therefore managed by the City.

FISCAL NOTE

Chipeta Mountain Project received 2 bids for the metal and dirt work for Mountain Heritage Park

- 1. H & T Construction and JC Ironworks LLC. \$35,870
- 2. Shavano Sign and Fixtures \$50,900

Bid Alternates received at the request of City staff –

Porta Potty Screens	\$7,059.65
Fence	\$9,746.72



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Parks and Recreation	Diesel Post - Parks and Recreation Director	September 21, 2021

CASH	Use of Funds	Number of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Partner Funds	Total Funding (\$)
SITE WORK							
<i>H&T Construction, LLC</i>	Park Site Work: grubbing, leveling, pathway and fill for final grade	1.00	9,500.00	9,500.00			\$9,500.00
PEAK VIEW PAVILIONS							
<i>H&T Construction, LLC</i>	Pavilion holes and concrete	6.00	600.00	3,600.00			\$3,600.00
<i>JC Ironworks, LLC</i>	Fabrication and installation of pavilions	3.00	4,341.05	13,023.15			\$13,023.15
<i>Structural Support, LLC</i>	Engineering Review/Stamping of Pavilion design	1.00	5,000.00			5,000.00	\$5,000.00
<i>Contingency (15 percent)</i>	Pavilion contingency (metal price increases)	1.00	2,493.47	2,493.47			\$2,493.47
WELCOME AND INTERPRETIVE SIGNAGE							
<i>Salida High School</i>	Student art work for panels	3.00	150.00			450.00	\$450.00
<i>Peter Anderson</i>	Welcome and interpretive panel text editing	24.00	50.00			1,200.00	\$1,200.00
<i>LD Haynes Design</i>	Ute Heritage Panel design	1.00	2,500.00			2,500.00	\$2,500.00
<i>LD Haynes Design</i>	Sangre, Sawatch and Welcome Panel design	3.00	1,333.00			3,999.00	\$3,999.00
<i>LD Haynes Design</i>	Panel image acquisitions	1.00	901.00			901.00	\$901.00
<i>Jon MacManus</i>	Local art work acquisition	4.00	300.00			1,200.00	\$1,200.00
<i>Chipeta Mountain Project Volunteers</i>	Welcome sign installation	1.00	500.00			500.00	\$500.00
<i>Envirosigns</i>	Exhibit frames	3.00	790.86	2,372.58			\$2,372.58



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Parks and Recreation	Diesel Post - Parks and Recreation Director	September 21, 2021

<i>Envirosigns</i>	Welcome sign exhibit base and frame	1.00	888.00	888.00			\$888.00
<i>Envirosigns</i>	Welcome sign panel fabrication	1.00	438.00	438.00			\$438.00
<i>Envirosigns</i>	Display panel fabrication	3.00	580.00	1,740.00			\$1,740.00
<i>Envirosigns</i>	Shipping Panel, Frames and Bases	1.00	1,314.00	1,314.00			\$1,314.00
<i>Contingency (15 percent)</i>	Fabrication contingency (metal price increases)	1.00	815.80	815.80			\$815.80
LANDSCAPING AND BENCHES							
<i>Brady's West Garden Center</i>	Native plants and materials	40.00	25.00			1,000.00	\$1,000.00
<i>Chipeta Mountain Project Volunteers</i>	Bench installation	2.00	250.00			500.00	\$500.00
<i>Pannier</i>	Interpretive plant identifier signs	12.00	128.25	1,539.00			\$1,539.00
<i>Envirosigns</i>	Whale 6' flat bench	2.00	388.00	776.00			\$776.00
OFF-SITE IMPROVEMENTS							
<i>H&T Construction, LLC</i>	Parking lot rail fence holes and concrete	1.00	3,600.00		3,600.00		\$3,600.00
<i>JC Ironworks, LLC</i>	Parking lot rail fence labor and materials	1.00	6,146.72		6,146.72		\$6,146.72
<i>H&T Construction, LLC</i>	Porta-potty screening excavation	1.00	3,500.00		253.28		\$253.28
<i>JC Ironworks, LLC</i>	Porta-potty screening labor and materials	1.00	3,890.96		-		\$0.00
GRANT ADMINISTRATION	Grant Administration Fee to CMP	120.00	25.00	3,000.00			\$3,000.00
USE OF FUNDS - CASH SUBTOTAL				\$41,500.00	\$10,000.00	\$17,250.00	\$68,750.00



CITY COUNCIL ACTION FORM

Department Parks and Recreation	Presented by Diesel Post - Parks and Recreation Director	Date September 21, 2021
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IN-KIND	Use of Funds	No. of Units / Hours / Acres	Cost Per Unit / Hour / Acre	GOCO Funds	Applicant Funds	Partner Funds	Total Funding (\$)
Professional Services							\$0.00
Green Edge Design	Site Design (50 percent of value)	40.00	75.00			3,000.00	\$3,000.00
	USE OF FUNDS - IN-KIND SUBTOTAL			\$0.00	\$0.00	\$3,000.00	\$3,000.00
	<i>Contingency 10% (not required, cannot be GOCO funds)</i>				\$0	\$7,100	\$7,100
	TOTAL PROJECT COST			\$41,500.00	\$10,000.00	\$27,350.00	\$78,850.00

STAFF RECOMMENDATION

Staff recommends entering into a contract with H&T Construction for \$16,700 and JC Ironworks LLC. for \$19,169.86 for completion of the dirt and metal work, as well as the addition of a metal fence (eliminating the Porta-Potty screens), for the Mountain Heritage Park project.

SUGGESTED MOTION

A Council member should move to approve the Consent agenda.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (“Agreement”) is made and entered into this 21 day of September, 2021 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and H&T Construction LLC (“Contractor”).

WHEREAS, the City desires that Contractor perform the Services of [Excavation for pavilions and fence for Mountain Heritage Park] as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, further specified as [Excavation for pavilions and fence for Mountain Heritage Park] (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Consideration. The City agrees to compensate Contractor, in the following amount/rate [\$16,700]. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

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

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

11. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

12. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

13. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

15. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
(719) 530-2629

Copy to: Salida City Attorney Nina P. Williams
c/o Wilson Williams LLP
15306 W 93rd Avenue
Arvada, CO 80007

To the Contractor: [H&T Construction LLC
11845 C.R 140
Salida Co 81201]

18. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: _____
City Administrator

ATTEST:

City Clerk/Deputy City Clerk

CONTRACTOR:

By: _____
[Name]
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Independent Contractor Services Agreement was acknowledged before me this ____ day of _____, 2021 by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Addendum A

Contractor will:

- use a Brush hog to clear grass and weeds from spectator and runner areas

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (“Agreement”) is made and entered into this 21 day of September, 2021 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and JC Ironworks_LLC (“Contractor”).

WHEREAS, the City desires that Contractor perform the Services of [Mountain Heritage Park metal work] as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, further specified as [Pavilion, sign and fence fabrication and installation] (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Consideration. The City agrees to compensate Contractor, in the following amount/rate [\$19,169.86], The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent

contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

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

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

11. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

12. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

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14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

15. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
(719) 530-2629

Copy to: Salida City Attorney Nina P. Williams
c/o Wilson Williams LLP
15306 W 93rd Avenue
Arvada, CO 80007

To the Contractor: [JC Ironworks LLC
P.O. Box 614
Poncha Springs, CO 81242

]

18. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

Addendum A

Contractor will:

- use a Brush hog to clear grass and weeds from spectator and runner areas



CITY COUNCIL ACTION FORM

Department Finance	Presented by Aimee Tihonovich - Finance Director	Date September 21, 2021
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ITEM

Consent Agenda – approve Financial Policy Statement

BACKGROUND

The City utilizes various policies and processes to increase efficiency and to standardize treatment. The following financial policy statement is a combination of long-term processes of the City, summaries of previously adopted polices, or statements of new practices to be implemented in order to better address best practices.

This policy statement will be incorporated in the 2022 Budget Document in order to achieve a requirement by GFOA for receiving the “Distinguished Budget” award.

FISCAL NOTE

There is no fiscal impact

STAFF RECOMMENDATION

Staff recommends approval of the Financial Management Policies

SUGGESTED MOTION

A council person should make a motion to “combine and approve the items on the consent agenda” followed by a second and a roll call vote.

Financial Policies

The City of Salida utilizes various policies and processes to increase efficiency and to standardize treatment. Accounting standards conform to Generally Accepted Accounting Principles (GAAP) as outlined by the Governmental Accounting Standards Board (GASB). Best practices recommended by the Governmental Finance Officers Association (GFOA) also guide accounting standards and financial policies. The below policies describe the policies and processes of the City which each year will be reviewed, updated and formally adopted by City Council. In some cases, these policy statements summarize more formal policies adopted separately by Council (i.e. the Municipal Code, Purchasing Policy, Investment Policy, Personnel Policy and Fund Balance Policy); the full policies will override any unintended conflicts in this summary statement.

LEGAL POLICIES

The City of Salida, incorporated in 1880, is a Statutory City under the constitution of the State of Colorado that follows the mayor-council form of government. The Mayor, the Treasurer and six Councilmembers are directly elected. There are three wards in the City, and two Councilmembers represent each ward, serving staggered four-year terms. Policy making and legislative authority are vested in the governing body consisting of the Mayor and six Councilmembers. Council members serve four-year terms, with three members elected every two years. The Mayor is elected for a two-year term. According to Colorado statutes, officials elected to two-year terms are eligible for three terms. Councilmembers and the Treasurer are elected to four-year terms and are limited to two terms. The City Council appoints the City Administrator, the City Attorney and the City Clerk. The City Administrator appoints Department Directors.

The City passes ordinances at the City Council level through resolution. An annual appropriation by Council is a resolution that appropriates funds the Council deems necessary to defray all expenses and liabilities of the City during the fiscal year. [Chapter 4 of the City's Municipal Code](#) is available on the City's website and sets forth the rules and legal requirements of the financial functions of the City.

MEASUREMENT FOCUS and BASIS OF ACCOUNTING

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus.) Basis of accounting refers to the point at which revenues and expenditures are recognized in the accounts and reported in the financial statements. Financial statement presentation refers to classification of revenues by source and expenses by function.

For budgeting purposes, all funds use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period (within 60 days after December 31). Expenditures are generally recognized when the related liability is incurred. Capital purchases are shown as a capital expense. Both principal and interest payments are budgeted as current year expenses. New debt proceeds are shown as revenues.

At year-end, the Utility (Water and Wastewater) funds are converted to the long-term economic focus and accrual basis of accounting for audited financial statement presentation purposes since these funds have “business-type” activities. Throughout the year, however, the budgets for the Utility funds are monitored using the basis and measurement focus described in the previous paragraph.

BUDGET DEVELOPMENT PROCESS

In preparation for kicking off the development of the annual budget, the Finance Department develops revenue projections for each regularly occurring revenue stream and builds base budget levels for each revenue line item in the budget. Then, base budget levels are also developed for each expense line item at a level sufficient for maintaining the existing level of operations within each department. If revenue continues to support basic operations, the base level budgets are then released to Department Directors who are responsible for proposing any adjustments to the base numbers and for requesting new programs, capital expenditures and adding any new revenue streams such as anticipated grant awards. Any request for new funding needs to align with Council’s strategic plan. In years where anticipated revenue does not support operations, a zero budget process will be implemented as necessary to rebuild the budget from scratch, reducing programs as necessary to an affordable level.

After all requests are submitted, the Treasurer, City Administrator and Finance Director review new requests and prioritize against available resources to develop recommended budget levels that are presented to Finance Committee and finally the Mayor and City Council. City Council reviews the budget requests in a series of public-facing work sessions. The recommended budget is typically made available to the general public by the end of August and never later than the State statutory deadline of October 15. A public hearing is held on the budget prior to adoption by Council after appropriate notice is given. The budget is typically adopted at the 2nd Council meeting in the month of October prior to November elections so that any newly elected Councilmember does not have to vote on a budget they did not work on (Councilmembers are sworn in around mid-November and the Colorado statutory deadline for adopting the budget is December 31).

The below table shows the budget calendar utilized by the City.

City of Salida Budget Calendar

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Council retreat to set strategic goals for the upcoming year													
Finance department develops base budget levels													
Departments set goals tied to Council strategic goals and develop budget requests for upcoming year													
Finance Director develops recommended budgets with direction from Treasurer and City Administrator													
Council reviews budget requests at public work sessions and provides direction to staff													
Recommended budget levels available for public inspection													
Public hearing held													
Budget adopted by Council													
Budget document developed by Finance Department													
Budget document completed, posted to web site, and submitted to State.													

PUBLIC ENGAGEMENT

The public has numerous opportunities to engage in the budget process. All budget discussions with City Council are held openly during posted meetings, the City broadcasts live all budget meetings and encourages questions from citizens and answers all questions fully and timely. Council listens to feedback and gives careful consideration to all requests. A budget document is published on the website and budget information is available through the City’s financial reporting software program called *OpenGov* which puts financial data into a format that is more easily understood by laymen with the use of interactive charts and graphs. The budget is a featured story each budget season in Salida’s monthly newsletter, *The Salida Standard*. The newsletter is widely promoted and available on the City website as well as through a free email subscription.

BALANCED BUDGET

The budget proposed by the City Administrator shall not propose expenditures in excess of estimated opening balances and anticipated income. This applies to all funds. The City is not to use fund balance as a long-term approach to balance the budget. Planned uses of fund balances should be limited. It is only appropriate to use fund balances below the City’s prescribed Fund Balance policy (see Fund Balance Policy section for more detail) when there is a severe economic downturn or a one-time special project that City Council wishes to use the funds for. This provides the City time to make the necessary structural changes to bring the budget into alignment on a long-term basis.

It is appropriate to use fund balance due to higher than anticipated revenues or unspent appropriation from the previous fiscal year. In this circumstance, the use of fund balance should be used for one-time expenditures, not ongoing operating costs. In all situations it is important to retain sufficient undesignated fund balance for unforeseen economic conditions.

The Finance Director is responsible for ensuring the current year budget is in balance and will, along with the City Administrator, advise the Finance Committee, Mayor and Council on year-to-date expenditures, revenues, and any necessary corrective actions.

LONG-RANGE PLANNING

The City needs to anticipate future challenges with revenue and expense imbalances so corrective action can be taken to maintain financial stability. The Finance Director shall annually develop a three-year General Fund revenue and expenditure forecast using reasonable and historically-based assumptions to provide City officials with pertinent data to make decisions for multi-year policy direction. This forecast will identify changes in revenue and expenditures with consideration of projected new development in the City, program changes, costs associated with personnel such as health insurance and wage increases, asset replacement schedules, and capital projects coming online. Periodically, (at least every 5 years) strong consideration will be given to hiring an outside consultant with expertise in developing long-range plans for municipalities to put together a complete Financial Management Plan that will be used to reset, as necessary, the financial targets for the City.

All City divisions are required to assess and report annually on necessary capital improvement projects for the subsequent five years.

During the budgeting process all capital improvement projects are analyzed to determine if they reduce, maintain, or increase operating and maintenance costs. When budgeting for new capital equipment or projects, total life cycle cost, financing and sourcing options from acquisition, through end of life/disposition should be considered.

ASSETS

Capital Assets and Capitalization Threshold

The City qualifies a capital asset as having a cost of \$5,000 or more and a useful life of one year or more. Ancillary charges necessary to place the asset into its intended location and condition of use are considered part of the cost (i.e. freight, site preparation cost, installation).

Infrastructure assets are long-lived capital assets and are normally stationary in nature. Examples include roads, bridges, drainage systems, and water and sewer systems. Infrastructure assets are capitalized when the cost is greater than \$25,000. Maintenance of existing infrastructure (i.e. chip and seal of existing roads) is expensed in the year of the repair and not capitalized.

A capital asset is to be reported and depreciated in government-wide financial statements. In the fund financial statements, capital assets are expensed in the year of acquisition for all Governmental Funds. As mentioned previously, within the budget, capital purchases are recorded as a capital expense in the year of purchase.

Inventory and Condition Assessment

Each department or division shall verify capital asset inventory records each year and must also develop systems and processes to assess the condition of the capital assets they are responsible for maintaining. This condition assessment shall be utilized in requesting budget funds and long-term planning.

REVENUE POLICIES

Revenue Diversification

The City values a diversified mix of revenue sources to mitigate the risk of volatility. The major source of revenue for the General Fund is sales tax. Since sales tax is a direct function of business cycles and inflation, it is important to evaluate opportunities to improve the diversity of the City's revenue sources.

Fees and Charges

The City annually reviews its fees and fines to ensure they are consistent with the costs they are set to recover.

The general policy of the City of Salida regarding fees and charges is based upon the following considerations:

- Tax dollars should support essential City services that benefit and are available to everyone in the community (such as parks, police and fire protection).
- For services that largely or solely benefit individuals, the City should recover full or partial costs of service delivery through user fees.
- A fee should not be imposed on services where the cost to collect the fee exceeds the cost of the service and user fees must not exceed the full cost of providing the service.
- Fee increases, as well as new fees, must be approved and implemented prior to including associated revenue increases in the proposed budget.
- User fee pricing policies should take into consideration:
 - Whether the service benefits the general community or only the individual or group receiving the service.
 - Whether the service is only provided by the public sector or also by the private sector.
 - Whether imposing the full fee cost would pose a hardship on specific service users.
 - Whether imposing the full fee cost would place the City at an economic disadvantage.
 - Whether not imposing a full cost fee would create an unrealistic demand on the service.
- The full costs of providing a service can include the following:
 - Direct costs associated with providing the service, including:
 - The cost of the time all employees spend on the service, including fringe benefits.
 - Other direct costs, such as materials and supplies, contractual services, or legal fees associated with the service.
 - Building and equipment depreciation.
 - Supervision, clerical support, etc.
 - Departmental indirect costs such as an allocation of accounting and utility costs.

Use of One-time Revenues

One-time revenues should be used only for one-time expenditures and not for ongoing expenditures. By definition, one-time revenues cannot be relied upon in future budget years. Examples of one-time revenues are sales of City assets, and one-time payments to the City.

Investing in projects that will result in long-term operating or capital cost savings is the best use of one-time revenues. For example, these may include early debt retirement, capital expenditures that will reduce operating costs or address deferred capital needs, information technology projects that will improve efficiency, and special projects that will not incur ongoing operating costs.

Use of Unpredictable Revenues

Sales tax revenue is a direct function of the business cycle and therefore a volatile source of revenue. During periods of strong growth, sales tax revenue has seen double digit increases from the previous year. During periods of recession, sales tax revenue has been lower than the previous year. It is not prudent to allocate sales tax revenue that exceeds the normal growth rate (defined as the 10 year average historical annual growth rate) to ongoing programs. Therefore, sales tax revenues exceeding the normal growth rate should be used for one-time expenditures or to increase reserves for the next inevitable economic downturn. When sales tax revenue growth is less than the normal growth rate, it may be necessary to use reserves until appropriate expenditure reductions or other measures can be implemented.

Use of Capital Improvement Project (CIP) Fund Revenues

Capital improvement funds are used for the acquisition, repair, or rehabilitation of assets that last for 15 years or more and which support the governmental purposes of the City. A project can be considered a capital improvement project if it is for nonrecurring expenses in excess of \$25,000.

The Proprietary Funds (Water and Wastewater) are supported by fees generated within those funds and projects supporting those funds should not be charged to the Capital Improvement Fund. The Streets Fund receives its own allocation of sales tax revenues and, generally, street projects should be charged to the Streets Fund.

The primary financial resources dedicated to the Capital Improvements Fund include an allocation of 8% of the sales tax collections. For large new projects, Council may apply any accumulated funds within the General Fund if the new project is deemed important to the mission of the City and fits into the strategic plan.

Expenditures from the Capital Improvement Fund emphasize repair, rehabilitation, and upgrades to existing City infrastructure.

Capital funds are dedicated to capital uses as defined above, as well as capital planning studies. Capital planning studies include asset condition evaluations, infrastructure inventories, concept planning, master plans, and design.

Grants

The Finance Department reviews grant applications to determine whether matching funds are available. Grant-funded programs for which funding is ending will be evaluated for alternative funding as part of the annual budget process as appropriate.

Investments

The City Administrator along with the Finance Director are responsible for all investment decisions and Council has approved policies around this important issue. An investment advisor, registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940, works with the City to guide appropriate investment decisions.

The Finance Committee receives quarterly updates from the Investment Advisor. When time is of the essence in making investment decisions, The City Administrator and the Finance Director are empowered to act within policy guidelines; however, they will concurrently inform the Treasurer. Such decisions will be reported at the next Finance Committee meeting.

The City's principal investment objectives, in priority order, are legal conformance, safety, liquidity, and return on investment. All investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

EXPENDITURE POLICIES

The City is committed to ensure the proper control of expenditures and strives to provide a quick and effective response to adverse financial situations. Generally, all operating expenditures in a fund must be supported by the operating revenues generated by that fund, and expenditures will not expand beyond the government's ability to pay for them with current revenues.

Personnel Compensation

The City of Salida strives to provide excellent service to the community at all times. As a service organization, employees are the most valued asset of the City. To achieve service standards, the City must attract and retain highly qualified employees who exemplify organizational values. Creating an environment attractive to such employees depends upon many factors including a competitive compensation program. The City's compensation philosophy is based on both internal and external considerations including the relative labor market and the fiscal health of the City. The following considerations guide the employee pay plan:

- A pay range is developed for each position. The midpoint of the range is the market value for a seasoned, fully functioning staff member.
- Periodically, the City contracts with an outside, third party compensation consultant to ensure the salary range structures are competitive with the job market.
- Annual cost of living adjustments (COLA) require approval of the City Council and will result in the pay ranges being moved up by the approved COLA percentage.
- The COLA is generally implemented January 1 of each year and applies to all employees, with the exception of the City Administrator and City Clerk (see below).
- The COLA is generally tied to the Bureau of Labor Statistic's Employment Cost Index (ECI) for State and Local government workers.
- City Council appoints and sets the salary for the City Administrator and the City Clerk.
- The City Administrator sets the salary for all other positions within the approved pay range based on experience and perceived value of the employee.

Debt

Debt is an effective way to finance capital improvements or to smooth short-term revenue inflows. Properly managed debt preserves the City's credit rating, provides flexibility in current and future operating budgets and provides the City with long-term assets that maintain or improve quality of life.

Planning and Conditions of Issuance of Obligations

The City Administrator shall evaluate and consider the following factors in analyzing, reviewing, and recommending the issuance of obligations:

- Purpose and feasibility of the project.
- Public benefit of the project.

- Impact on debt ratios generally applied by rating agencies.
- Impact on the General Fund.
- Availability of appropriate revenue stream(s) to pay for the debt and any future operating costs related to the project financed.
- Requirements for and costs of debt with a vote for approval of the financing.
- Debt service requirements including credit implications.
- Aggregate debt burden upon the City's tax base, including other entities' tax-supported debt.
- Analysis of financing and funding alternatives, including interfund borrowing and available reserves from other City Funds.
- Impact to other capital needs and requirements.
- Political and policy implications.
- True interest cost of the proposed financing.
- Opportunity costs of City resources being deployed on the project.
- If refinancing: the net present value savings, size of issue, absolute dollar savings, and number of years remaining on outstanding obligations.

Professional Assistance when Issuing Debt

Analyzing and issuing debt is complex and bond counsel and licensed Municipal Advisors should be hired to assist with the process. The Finance Department and City Attorney's Office will coordinate the transaction. Operating and Capital leases can generally be managed without assistance from an outside consultant.

Budget Monitoring and Control

Department and division Directors have primary responsibility for the control of budgeted expenditures, the collection of budgeted revenues, and the delivery of service in accordance with the adopted annual budget.

Department Directors are responsible for identifying significant changes in spending or revenue variances. Departments must notify the Finance Director of all significant changes to the budget. A department must identify the cause and recommend solutions to minimize unanticipated costs to the City as part of this notification.

The budget is adopted at the fund level. Changes within each fund can be accomplished with a budget transfer without formal approval as long as the fund's budget in total remains intact. Departmental budgets within a fund are managed to the bottom line and Department Directors can overspend one line item as long as other line items are underspent by at least an equal amount. However, Department Directors cannot create a new ongoing expense such as a new employee with one-time savings in their budget. As necessary, the Finance Department will coordinate a legal amendment to the budget, as conditions dictate.

The Finance Department is responsible for monitoring the implementation of the City's adopted annual budget and will prepare monthly actual expenditure and revenue reports compared to the budgeted amounts for Finance Committee review. The formal monthly monitoring of revenues and expenses

against budget goals with the Finance Committee will begin in April each year as the first 3 months of the year are generally not sufficient to identify trends. Internal monitoring occurs constantly and any significant issues that arise will be brought to the attention of the Mayor and Finance Committee and any concerns are addressed immediately in the most appropriate, agreed upon fashion.

As a statutory City, the State of Colorado collects sales taxes on behalf of the City of Salida and distributes funds to the City in one payment per month. That payment occurs more than one month after the collection period in which the taxes are earned (i.e. the City receives taxes earned January in early March, generally by the 10th of the month). The City needs to wait an additional five days to receive its allocation of a share of Chaffee County sales tax dollars resulting from a long-term intergovernmental agreement.

Since sales tax is such an important indicator of financial health for the City, the City is quick to recognize the tax payments and analyze the amounts received against prior year collections for the same period and with budget goals. A sales tax report is distributed to the Mayor, Finance Committee, City Council and posted on the City website monthly, and budget plans are altered if this important indicator so dictates. Retail, accommodations and food service are the principal sources of sales tax revenues, accounting for more than 80% of the total. As such, trends in these sectors bear close watching.

The Finance Department will also monitor department progress in completing their projects have been appropriated within the annual budget through regular communication with departments. Additionally, the Finance Office will work with departments to develop corrective action plans, as necessary.

FUND BALANCE POLICY

Fund balance is defined as accumulated revenues over expenditures that may be appropriated for use by City Council. In total, fund balance represents everything owned by the City (assets) less everything owed (liabilities). Not all fund balance is available for appropriation. The following categories are deemed as “not available” for appropriation:

Non-spendable – includes fund balance amounts such as inventories or prepaid assets which are non-spendable by nature.

Restricted – includes fund balance amounts that are constrained by an outside agency for specific purposes such as statutory restrictions (i.e. TABOR emergency reserves) and funds collected for a specific purpose (i.e. the unspent portion of grants paid in advance). These amounts are only available for appropriation tied to the restricted purpose.

The following categories generally are “available” for appropriation and are the fund balance amounts disclosed in the budget documents:

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action by Council. Council can choose to free the commitment as plans change.

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the City Council or the City Administrator. These amounts are available for appropriation.

Unassigned – includes positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes. Positive unassigned fund balance is available for appropriation.

The City’s fund balance policy defines the level of *available* reserves to be held in each fund. It is essential that governments have a level of savings sufficient for operating cash flow, to provide a backup for revenue shortfalls, to mitigate against uncontrollable costs and a variety of other current and future risks, and to help ensure stable rates for taxpayers and ratepayers. Fund balance levels are a crucial consideration in long-term financial planning.

This policy also recognizes that, while reserves provide the City Council with the ability to respond to and safeguard from uncertainty and risk, excessive reserves could be used for additional services or even result in the reduction of taxes or fees. The following fund balance levels are established for the unique needs and differing situations of each of the various funds.

Fund	Reserve Policy Description (Continued)	Allowable use
Economic Development Fund	Minimum available fund balance of 25% of previous year's operating expenditures.	Can be spent on City Council approved Economic Development purposes
Conservation Trust Fund	No minimum reserve is required. These funds can be spent for allowable purposes to a zero balance annually but funds can also be kept in reserve to grow to a sufficient level for larger one time project needs.	For acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site.
Water & Wastewater	A minimum available fund balance of 25% of previous year's operating expenditures should be maintained for operating. For capital, reserves should accumulate for future debt service payments and in anticipation of future capital needs.	All activities of the water and wastewater systems

Fund	Reserve Policy Description (Continued)	Allowable use
Capital Improvement Fund	No minimum reserve is required. Long range capital plans should be considered and reserves should be built up as necessary when possible to fund future needs.	Can be spent on acquiring or constructing any improvement or for acquiring land or equipment as well as costs associated with issuing bonds.
Streets Fund	Minimum available fund balance of 25% of previous year's operating expenditures. Amount may be modified by Council upon analysis of trends and forecast along with any likely or known factors that would reduce the City's revenue. It is possible that this fund balance could grow as funds are saved up for large maintenance projects.	Must be spent on Streets Fund related activities
Economic Development Fund	Minimum available fund balance of 25% of previous year's operating expenditures.	Can be spent on City Council approved Economic Development purposes
Conservation Trust Fund	No minimum reserve is required. These funds can be spent for allowable purposes to a zero balance annually but funds can also be kept in reserve to grow to a sufficient level for larger one time project needs.	For acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site.
Water & Wastewater	A minimum available fund balance of 25% of previous year's operating expenditures should be maintained for operating expenses. For capital, reserves should accumulate for future debt service payments and in anticipation of future capital needs.	All activities of the water and wastewater systems

The fund balance policy allows for flexibility in the event of:

- Unexpected revenue shortfall,
- One-time expenditures outside the scope of normal ongoing operations,
- Unusual operating cash flow needs, such as pending collection of a large grant receivable (i.e. timing difference between use of funds and collection of revenue).

In the event that Council deems it appropriate to spend below the fund balance policy limits, plans will be made to replenish the funds in the subsequent annual budget.

PURCHASING POLICY

The City of Salida has adopted a policy to ensure purchases are made in accordance with Colorado Revised Statutes and cash is disbursed only for authorized expenditures after the receipt of acceptable goods or services is verified. The policy also helps ensure that all expenditures are properly recorded in the accounting system and reported in financial reports as required by governmental accounting standards.

Specific to the budget or management of the budget, clauses in the policy dictate that any purchase of goods or services not included in the approved budget must be approved by Council prior to committing the funds. The City Administrator and Department Directors must manage their expenditures within the level of detail as approved by Council (typically the Fund level). When unexpected circumstances occur to cause an approved expenditure to exceed the approved amount causing a Fund's budget to run over budget, a budget amendment must be taken to Council for their review and approval prior to the commitment of additional funds, except in emergency situations or where it is impractical to do so.

The City utilizes the Rocky Mountain E-Purchasing system to increase exposure for Request for Proposals (RFP).

ANNUAL AUDIT

After each fiscal year, a comprehensive annual financial report will be prepared and a certified public accounting firm will conduct an audit of the City's records. The comprehensive annual financial report will include an independent audit opinion regarding presentation of the financial statements, taken as a whole, in conformity with accounting principles generally accepted in the United States. This report will be made available to Council, staff, bond-rating agencies and the general public. The accounting firm will also issue a communication to City Council regarding the important observations arising from the audit.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date September 21, 2021
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ITEM

Approval of Memorandum of Understanding with the Salida School District R-32-J for Scott Street Right-of-Way

BACKGROUND

As part of the City's diligence for acquisition of 611 Oak Street, it came to the City's attention that the seller of the adjacent future Salida School District property, John Diesslin, authorized the dedication of a portion of the property to either the City of Salida or the Chaffee County BOCC to be used as right-of-way for Scott Street. The holder of the authorization, Rusty Granzella, was solely authorized for this transaction; however, the City still sees a need to dedicate the right-of-way for future roadway and utility purposes. Rather than have Mr. Granzella and Mr. Diesslin execute this agreement, both the City and School District have agreed by this Memorandum of Understanding to meet and confer about the appropriate time and process to have this future right-of-way dedicated to the City by the School District. This allows for the School District to close on Mr. Diesslin's property, and the City to close on Mr. Granzella's property, with no additional processes to sort through. The language in the attached MOU has been reviewed and approved by the City Attorney.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Understanding with the Salida School District R-32-J for the right-of-way for Scott Street.

SUGGESTED MOTION

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

MEMORNDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made with an effective date of September 17, 2021, by and between the CITY OF SALIDA, a municipal corporation and political subdivision of the state of Colorado (the “City”), and the SALIDA SCHOOL DISTRICT R-32-J, a Colorado public school district and political subdivision of the state of Colorado (the “School District”).

RECITALS

WHEREAS, the School District has contracted to purchase the parcel of real property depicted and described on the preliminary plat attached hereto as Exhibit “A” (the “Property”), which purchase is scheduled to close on September 23, 2021; and

WHEREAS, the Property is currently located outside the municipal boundaries of the City; and

WHEREAS, by Power of Attorney recorded with the Chaffee County Clerk and Recorder on December 11, 2003, with Reception No. 340556 (the “POA,” attached hereto as Exhibit “B”), the seller of the Property, John D. Diesslin (the “Seller”), authorized the dedication of a portion of the Property to either the City of Salida or the Board of County Commissioners of Chaffee County for a part of the Scott Street right of way; and

WHEREAS, the portion to be so dedicated is marked on Exhibit A in yellow and further indicated by the legend: “AREA TO BE DEDICATED FOR SCOTT STREET RIGHT-OF-WAY 3243.6 SQ. FT. 0.07 Acres” (hereinafter referred to as the “Street Area”); and

WHEREAS, the City is in the process of annexing the parcel of real property which adjoins Scott Street on the East, and wishes to have the Street Area included in such annexation; and

WHEREAS, The governing bodies of the City and the School District (collectively, the “Parties”) have determined that it is mutually beneficial to provide and dedicate the Street Area to the City at an appropriate future time; and

WHEREAS, upon information and belief the Seller does not object to the dedication of the Street Area to the City rather than to Chaffee County.

NOW, THEREFORE, the Parties set forth and memorialize their mutual understandings as follows:

1. Dedication of Steet Area. After the closing on the School District's purchase of the Property, the Parties will meet and confer concerning the appropriate time and process for dedication of the Street Area to the City by the School District. It is the Parties' intention to reasonably cooperate each with the other in the completion of such dedication in a manner and at a time that is mutually convenient and beneficial.

2. Revocation of POA. The Parties agree it is unnecessary for the Seller's agent under the POA to carry out the dedication of the Street Area to Chaffee County or the City of Salida; therefore, the School District will request the Seller to revoke the POA upon, and only after, both Parties' execution of this MOU.

2. Recording of this MOU. When this MOU has been executed by both Parties, the City will record the same in the real estate records in the office of the Chaffee County Clerk and Recorder and will provide a copy of the recorded MOU to the School District showing the recording data.

3. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

4. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the School District or the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

5. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

6. Term. This MOU shall remain in effect until such time as the dedication of the Street Area to the City is completed, or until this MOU is cancelled by mutual written agreement of the Parties.

7. Entire Understanding. This MOU contains the entire understanding between the Parties with respect to the matters set forth herein, and all prior agreements or understandings with respect to the subject matter hereof are deemed merged herein.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF SALIDA


ATTEST

By: _____
Mayor

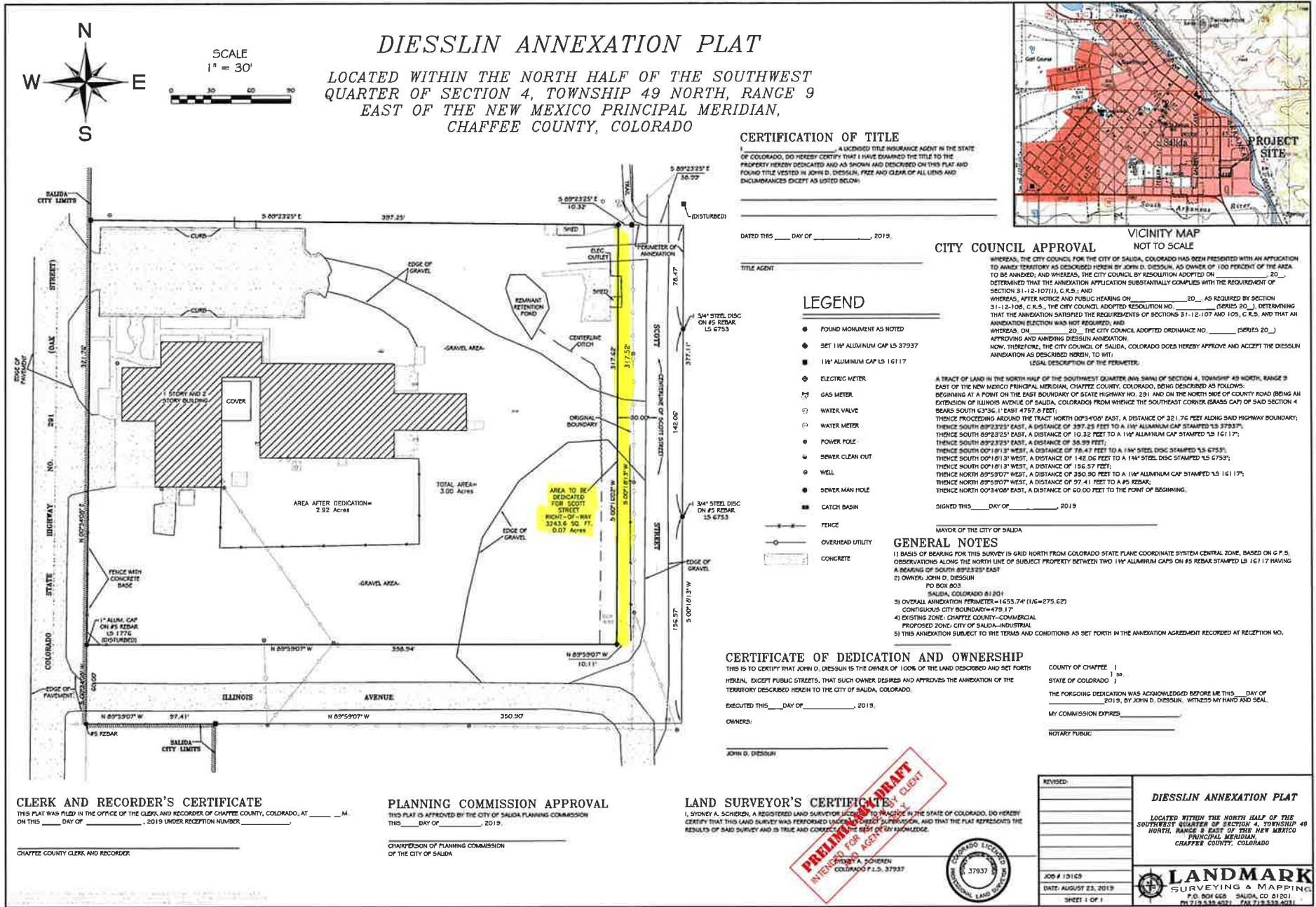
By: _____
City Clerk

SALIDA SCHOOL DISTRICT R-32-J

ATTEST

By:  _____
President, Board of Education

By:  _____ 9/15/21
Secretary



CHAFFEE COUNTY, SALIDA CO REC \$11.00
JOYCE M. RENO, COUNTY CLERK AND RECORDER

12/11/2003 RECPT-340556
12:20:00PM 1 OF 2

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, John D. Diesslin, whose address is 11 Silver Spruce Drive, Salida, Colorado 81201, have made, constituted and appointed and by these presents do make, constitute and appoint Russell R. Granzella of Salida, Colorado true and lawful attorney for me and in my name, place and stead for the sole and only purpose of dedicating the following described real property which I own to the public for the purpose of a public roadway or right-of-way or to the City of Salida or Board of County Commissioners of Chaffee County for said purpose, said real property being:

A tract of land in the North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the east boundary of State Highway no. 291 and on the north side of a county road (being an extension of Illinois Avenue of Salida, Colorado) from whence the Southeast corner (brass cap) of said Section 4 bears South 63°36.1' East 4757 feet;

thence proceeding North 00°05' East 322.0 feet along said highway boundary;

thence proceeding South 89°38' East 383.50 feet to the point of beginning of the tract herein described;

thence proceeding South 89°38' East 25 feet;

thence proceeding South 00°16' East 318 feet;

thence proceeding South 89°48' West 25 feet;

thence proceeding North 00°16' West 318 feet, more or less, to the point of beginning.

This legal description prepared by Alan L. Sulzenfuss based upon legal description contained in warranty deed from Fred Lowry to Russell R. Granzella and Tangie J. Granzella recorded 11 July 2003 under Reception no. 336499.

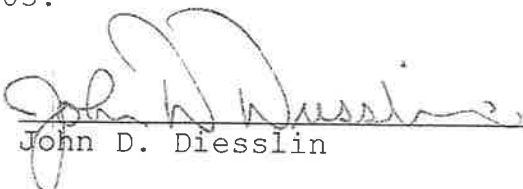
And I expressly grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present. And I hereby ratify and confirm all that my said attorney-in-fact or his substitute shall lawfully do or cause to be done by virtue hereof.

And I acknowledge that I have been paid good and sufficient consideration for the authority granted hereby which shall be a power coupled with an interest which I may not cancel without the consent of my said attorney-in-fact.

I further will and direct that the authority granted hereby shall become a lien and encumbrance upon the real property herein described.

The authority granted hereby shall terminate twenty (20) years after the date hereof unless sooner terminated by agreement of the parties.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10 day of DEC., 2003.


John D. Diesslin



CITY COUNCIL ACTION FORM

Originating Dept. Police	Presented by Nina P. Williams - City Attorney	Date September 21, 2021
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ITEM

Ordinance 2021-14 Amending Chapter 8 of the Municipal Code, to update procedures related to civil vehicle, traffic and parking violations

BACKGROUND

This ordinance is primarily designed to improve procedures related to the issuance and collection of fines and penalties for civil parking and traffic violations. The goal of these changes is to streamline processes for police officers, the Municipal Judge, and the Court Clerk to conserve City resources and to facilitate the collection of fines. Specifically, these revisions: (1) update procedures related to the entry of default judgement for civil parking and traffic violations; and (2) clarify when police officers are able to issue penalty assessments in lieu of a summons and complaint. Separately, this ordinance increases the allowable fines for certain violations, as required by state legislation. The specifics of these revisions are discussed below.

Provisions related to the entry of default judgement were added to both the parking and traffic sections of the Code. Previously, for parking violations, if an individual failed to pay a fine within the requisite time frame, a summons and complaint would be issued, which would require that individual to appear in court. This process would consume resources from both the Municipal Court and the Police Department. Now, instead of issuing a summons and complaint, the Municipal Judge is allowed to enter a default judgement against the non-paying individual. That default judgement will be served via mail and the payment of the fine will be handled by collections, thereby saving City resources and facilitating the payment of fines.

Additionally, this ordinance clarifies the procedures related to when an officer may issue a penalty assessment. The use of a penalty assessment saves City resources by removing the requirement for an individual to appear in Municipal Court for arraignment; rather, the individual can simply admit guilt by paying the fine specified in the penalty assessment. These revisions make clear that when an officer would otherwise be able to issue a summons and complaint, the officer may instead issue a penalty assessment if an enumerated list of



CITY COUNCIL ACTION FORM

Originating Dept. Police	Presented by Nina P. Williams - City Attorney	Date September 21, 2021
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conditions is met. Further, these revisions specify when service of the penalty assessment is complete.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2021-14 on second reading.

SUGGESTED MOTION

A City Councilperson should make a motion to “Approve Ordinance 2021-14, amending Chapter 8 of the Salida Municipal Code, regarding vehicles and traffic, to update procedure related to civil vehicle, traffic and parkig violations, on second reading” followed by a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 14
(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING CHAPTER 8 OF THE SALIDA MUNICIPAL CODE,
REGARDING VEHICLES AND TRAFFIC, TO UPDATE PROCEDURES
RELATED TO CIVIL VEHICLE, TRAFFIC AND PARKING VIOLATIONS**

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

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;

WHEREAS, under such authority, the Council previously adopted regulations related to vehicles and traffic, codified as Chapter 8 of the Salida Municipal Code (“Code”);

WHEREAS, procedures related to the issuance of fines and penalties for civil parking and traffic violations can be made more efficient and City resources can be saved through regular review and revision;

WHEREAS, streamlining the process for the entry of default judgement for civil parking and traffic violations will reduce the administrative responsibilities of the Municipal Court Clerk and will facilitate the collection of fines and penalties;

WHEREAS, clarifying the procedures related to the issuance of penalty assessments will similarly create efficiencies in the administration of civil parking and traffic violations; and

WHEREAS, the Council finds it desirable and appropriate, and in the best interest of the general health, safety and welfare of its citizens to amend Chapter 8 of the Code, as it relates to procedures governing civil vehicle, traffic and parking violations.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF SALIDA, COLORADO AS FOLLOWS:**

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

Section 2. Section 8-1-30(a)(5) and (a)(10.5) of the Salida Municipal Code, concerning amendments to the Model Traffic Code, regarding parking and classification of traffic offenses and infractions, are hereby amended, as they relate to procedures related to default judgment, to read as follows:

Sec. 8-1-30. - Amendments.

- (a) Article I of the Model Traffic Code is adopted subject to the following additions, modifications and amendments, and the amendments to said code set forth in this Section

shall take precedence over the literal print copy of the code in the event of conflict:

...

(5) Section 1203 is adopted to read as follows:

1203. Two-hour parking limit. The City Council may, by resolution, designate certain portions of the streets and alleys within the City as being areas where parking is limited to two (2) hours. In the event the City Council enacts no such resolution, the Chief of Police may make such designations. However, subsequent resolutions of the City Council making such parking designations shall take precedence over those designations made by the Chief of Police. When the designation of a two-hour parking limit is made, the areas shall be posted and the posting of signs reflecting the two-hour parking limit shall constitute prima facie evidence that the area was designated in a proper manner. It is ~~unlawful~~ **a civil parking infraction** for any person to park any vehicle in a two-hour parking area and to leave it in that same place within the two-hour parking area for over two (2) hours. When a vehicle is illegally parked for a period of time in excess of the two-hour parking limit, the fine shall be in accordance with the adopted fine schedule. **Parking infractions shall constitute civil matters. The Colorado Municipal Court Rules of Procedure shall apply to parking infraction proceedings, except that no warrant for arrest shall be issued for the defendant's failure to appear.** ~~If the fine is not paid within seven (7) days after the notice is issued, then the fine shall be increased by five dollars (\$5.00). If~~ **Instead, if the fine is not paid within fourteen (14) days after the original notice is issued, the court may enter a judgment of liability by default against the defendant and assess any penalty and costs established by law. The municipal court clerk shall give notice to the defendant of the entry of said default judgment by first class mail addressed to the registered address of the motor vehicle that is the subject of the parking infraction. The defendant may petition the municipal court to vacate the default judgment by filing a written petition with the municipal court clerk within ten (10) days of the date of the notice of entry of the default judgment. If no such petition is filed, the default judgment shall become final, except to the extent the city seeks to immobilize or impound the subject vehicle.** ~~the registered owner of the vehicle shall be issued a summons, or a summons following a complaint, charging the violation of the parking regulation for which the notice was originally issued. The summons, or summons and complaint, shall require a court appearance and the fine shall be assessed and determined by the Municipal Court Judge. In addition, court costs shall be assessed if the defendant is found guilty.~~

...

(10.5) Section 1701 is hereby deleted and replaced with the following:

1701. Traffic offenses and infractions classified—Penalties—Penalty and surcharge schedule.

(1) Except as specifically set forth in this Section 1701, it is a civil traffic infraction for any person to violate any of the provisions of this Code. Any designation or classification of a violation in any other Section of this Code is inapplicable and expressly superseded by this Section 1701. Traffic infractions shall constitute civil matters. The Colorado Municipal Court Rules of Procedure shall apply to traffic infraction proceedings, except that no warrant for arrest

shall be issued for the defendant's failure to appear when the only violation charged would constitute a noncriminal traffic infraction and the defendant's driver's license is issued by the State of Colorado or any other state which participates in the Interstate Nonresident Violator Compact, as codified at Section 24-60-2101, C.R.S. Instead, the court may enter a judgment of liability by default against the defendant ~~for failure to appear~~, assess any penalty and costs established by law, and report the judgment to the appropriate State motor vehicle department which may assess points against the defendant's driver's license and may take appropriate action to ensure that the judgment is satisfied. **The municipal court clerk shall give notice to the defendant of the entry of said default judgment by first class mail addressed to the registered address of the motor vehicle that is the subject of the traffic infraction. The defendant may petition the municipal court to vacate the default judgment by filing a written petition with the municipal court clerk within ten (10) days of the date of the notice of entry of the default judgment. If no such petition is filed, the default judgment shall become final, except to the extent the city seeks to immobilize or impound the subject vehicle.**

(2) For any violation of any provision of this Chapter or the Model Traffic Code adopted herein which is a traffic infraction, no trial by jury shall be available, no arrest warrant shall be issued for failure to appear to pay, no privilege against self-incrimination shall apply, the standard of proof shall be a preponderance of the evidence, and the conduct of all proceedings applicable to such a violation shall otherwise be in conformity with those generally applicable to civil matters.

- (3) The following violations constitute criminal traffic offenses:
- (a) A violation of Section 1101 involving driving twenty-five (25) or more miles in excess of the lawful speed limit.
 - (b) A violation of Section 1101(8)(a) involving driving twenty-five (25) miles or more in excess of the speed limit on any interstate highway.
 - (c) Violations of Sections 1105 (speed contests), 1401 (reckless driving), 1402 (careless driving), 1409 (failure to show compulsory insurance), 1413 (eluding a police officer), 1703 (aiding and abetting a traffic offense) and 1903 (failing to stop for a school bus) of the Model Traffic Code, as amended.

(4) Notwithstanding any other provision of this Code to the contrary, civil traffic infractions as provided in this Code shall be subject to the ~~following~~ maximum penalties **pursuant to Chapter 1, Article IV of this Code**, a fine of ~~one thousand dollars (\$1,000.00)~~ Court costs as authorized by State and local law shall be added to the fine.

(5) Notwithstanding any other provision of this Code to the contrary, criminal traffic offenses as provided in this Code shall be subject to the following maximum penalties: one hundred eighty (180) days imprisonment or fine of ~~one~~ **two thousand six hundred fifty** dollars (~~\$1,000~~ **2,650**.00) or both. Court costs as authorized by State and local law shall be added to any penalty imposed.

Section 3. Section 8-1-60 of the Salida Municipal Code, concerning penalty assessments, is hereby amended, as it relates to the procedure for service and payment of a penalty assessment notice, to read as follows:

Sec. 8-1-60. – Penalty assessments.

...

(c) Effect of payment and nonpayment.

- (1) By paying the penalty assessment notice, the person named therein as the violator or defendant admits his or her guilt of the charge against him or her and, upon receipt of such payment, the Court shall enter judgment against the defendant that he or she has been found guilty. **If driving a motor vehicle was involved, payment of the penalty assessment constitutes a conviction for the purposes of any penalty enhancement provisions on future offenses.**
- (2) If a person to whom a penalty assessment notice is issued fails to pay the penalty assessment specified in said notice before the time in which said person is required to appear before the Municipal Court, said person shall appear before the Municipal Court in person, or by attorney, in order to enter a plea to the charges. If said person fails to appear at the time and place specified in the notice, judgment shall be entered against said person under the terms of Section 1710 of the Model Traffic Code. If said person appears, the Municipal Court will accept said person's plea to the charges contained in the penalty assessment notice and will proceed as though the penalty assessment notice were a summons and complaint.
- (3) Nothing contained in this Section shall be deemed to prohibit the Municipal Court from collecting penalty assessments and costs by means other than those described in Part 17 of Article I of the Model Traffic Code.

(d) When a peace officer is authorized to serve a summons and complaint on any person, the officer may issue a penalty assessment notice if:

- (1) The offense has been designated by the municipal judge;**
- (2) Only one offense has arisen out of the same episode of violation;**
- (3) No significant hazard to life or property was involved;**
- (4) The offense does not appear to be an intentional or reckless violation;**
and
- (5) The circumstances reasonably persuade the officer that the person is likely to comply with the terms of the penalty assessment notice.**

(e) Service of a penalty assessment notice upon the recipient is complete upon signature by the person on the penalty assessment's "acknowledgement of guilt or promise to appear." At that point, the person shall either pay the specified fine at the place and

within the time specified on the notice or appear at the place and time specified on the notice to be arraigned by the municipal judge. If the person withdraws a plea of not guilty and enters a guilty plea to the judge, or, upon trial, if the person is found guilty, the fine imposed shall be that specified on the penalty assessment notice and court costs shall also be imposed.

Section 4. Section 8-3-50 of the Salida Municipal Code, concerning abandoned and inoperable vehicles, is hereby amended, as it relates to violations, to read as follows:

Sec. 8-3-50. - Violations.

- (a) Any person who violates any provisions of this Article within the City commits ~~an unlawful act and a misdemeanor~~ **a civil violation**. Any person convicted of such a violation shall be ~~guilty of a misdemeanor and~~ subject to the provisions of Chapter 1, Article IV of this Code. Further, the City shall be entitled to pursue any other civil ~~or criminal~~ remedy available at law to enforce the provisions of this Chapter.
- (b) ~~It shall be an affirmative defense to any criminal charge arising under this Article that the vehicle was abandoned without knowledge and consent of the person charged.~~

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

INTRODUCED ON FIRST READING on this 7th day of September, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2021, and set for second reading and public hearing on the 21st day of September 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this 21st day of September, 2021.

City of Salida

Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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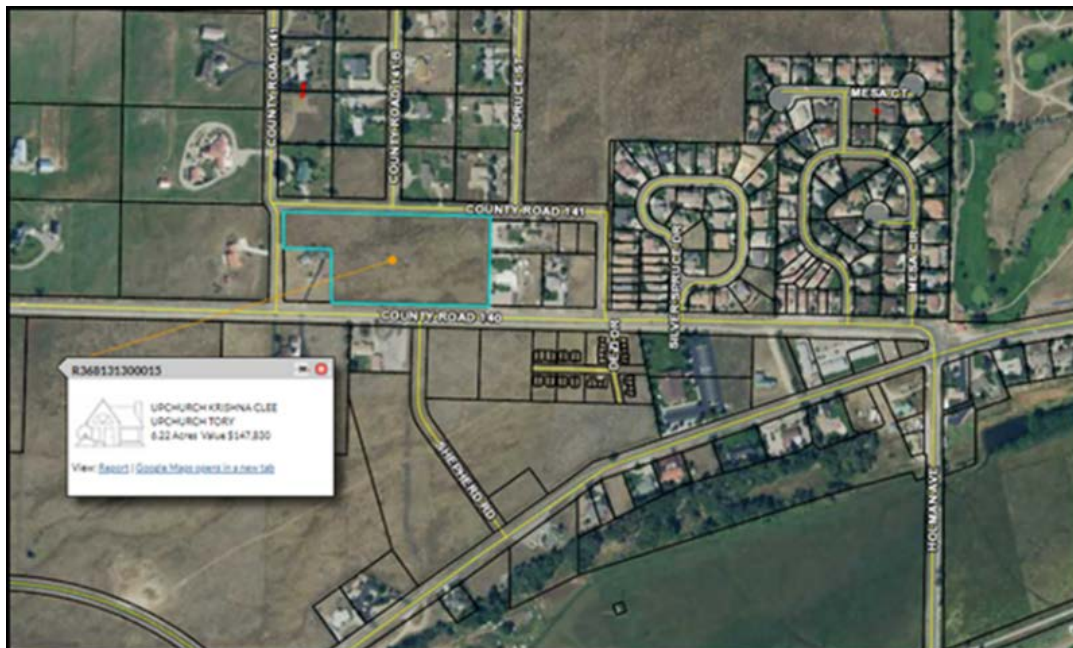
ITEM

Public Hearing for Resolution 2021-32: A Resolution of the City Council for the City of Salida, Colorado Approving the Subdivision Plat for West End Major Subdivision

BACKGROUND

The applicants, Tory and Clee Upchurch, are requesting approval of a 24-lot major subdivision on a 5.32 acre parcel located between County Road 140 and County Road 141, legally known as a “Tract in the SE ¼ SW ¼ of Section 31 T50N R9E of the N.M.P.M., Chaffee County, Colorado.” The site is zoned Medium-Density Residential (R-2) and was recently annexed into the city of Salida. A conceptual review of the proposed subdivision initially occurred on January 4th, 2021 and an updated version of the subdivision concept was provided during the subsequent annexation hearings on March 22nd and April 20th, 2021. Development of the property is subject to a variety of conditions contained within the (Upchurch) annexation agreement (Resolution 2021-11), which are discussed as relevant herein and attached to the end of this report.

Vicinity Map

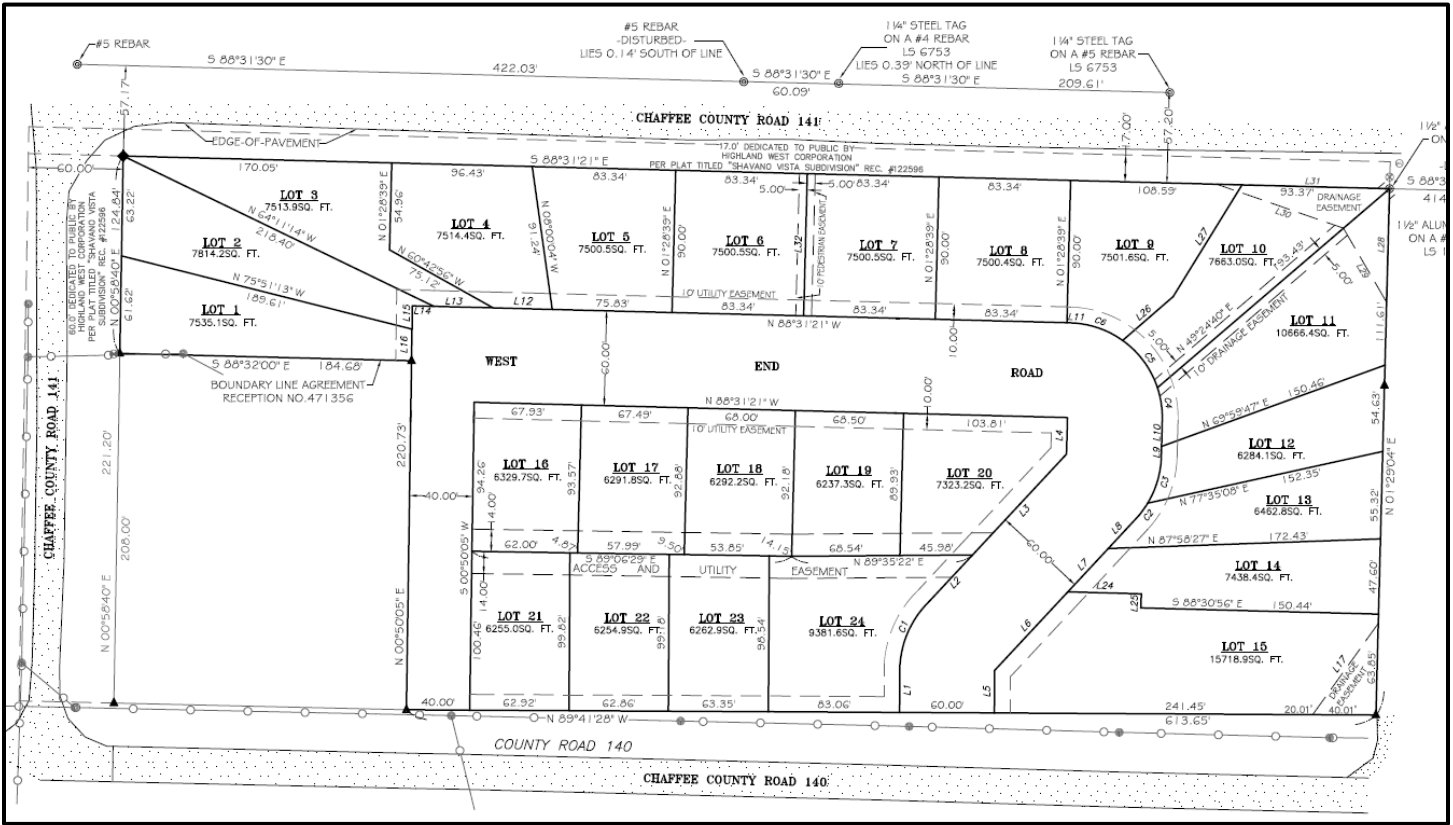




CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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Proposed Subdivision Layout



The proposed lots range in size from 6,237 SF (.14 ac) to 15,719 SF (.36 ac). The applicants have indicated an intent to build single-family homes along the northern edge of the subdivision (consistent with a requirement of the annexation agreement), a likely mix of duplex and triplex units on lots within the interior and eastern edge of the subdivision, and five inclusionary housing units in the southeast corner (Lot 15).



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Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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MAJOR SUBDIVISION PLAT REVIEW

A major subdivision requires a recommendation from the Planning Commission and final approval by the City Council. The applicant is requesting that City Council approve a 24-lot residential subdivision with an internal loop street, pedestrian easement/access connecting to CR 141 to the north, and other infrastructural improvements. The proposed subdivision must comply with the following standards:

1. Comprehensive Plan.

The proposed subdivision is consistent with the Comprehensive Plan, which promotes diverse residential housing types (including affordable housing) and efficient use of existing services. In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially-zoned land, as prescribed in the Land Use and Growth section of the Comp Plan. Staff finds that the subdivision’s design and proposed use is compatible with surrounding land uses and will not create unreasonable adverse effects on neighboring properties, especially as conditioned by the requirements of the annexation agreement. This standard is met.

2. Zone District Standards.

The proposed subdivision will comply with the underlying Medium-Density Residential (R-2) zoning district standards and other applicable standards of the Land Use and Development Code, with the exceptions specifically granted and detailed in the annexation agreement (and conditioned below as plat notes), including minimum rear lot line frontage onto CR 141 and minimum lot frontage for lots in the northwest corner of the development, among others. Staff notes that the initial submittal shows lot frontage of only 30 feet for Lot 4 (less than the 37.5’ minimum) and therefore recommends the following condition of approval:

- The applicant shall amend the lot frontage of Lot 4 to meet the minimum lot frontage requirement of 37.5 feet while continuing to meet dimensional requirements of all other lots, prior to final plat approval.



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Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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3. Improvements.

The applicants propose to dedicate right-of-way and utilities for the loop road (“West End Road”) that circulates within the development. The applicant also proposes various improvements to and along CR 140, as required by the annexation agreement and conditioned herein. Public Works staff has also reviewed the plans and recommends the following conditions:

- Given that the point discharge from the detention pond is into County Road ROW, it is recommended that County requirements be reviewed for design storm, etc. and that consideration be given to additional storage to provide full retention.
- ADA ramps shall be provided on the south side of County Road 140 (Airport Road) at the proposed intersections in order to provide pedestrian and ADA accessibility to the existing concrete sidewalk on the south side of the roadway. A temporary surface improvement (crusher fine path and culvert) may be considered at the crosswalk adjacent to Shepherd Road ROW until the time of Angelview Subdivision intersection improvements.
- Curb inlets shall be provided at the drainage low point at Shepherd Road.
- The applicant shall review design intent of water services to all lots, as it would appear that many of the lots are anticipated to be duplexes and Lot 15 shows five water services.

Xcel Energy also provided feedback regarding required easements. As a plat note, staff recommends the following condition:

- 5-foot side lot easements shall be added to all lots, with the exception of Lots 16 & 21 which need a 10-foot easements on the side touching the road. Additionally, rear lot easements will be required, including 10-foot easements on the lots that do not have one shown already.

All other required improvements are proposed for the subdivision, and no phasing is proposed.



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4. Natural Features.

The site is flat and void of any trees. Staff is unaware of any extraordinary natural features on the site. The lot layout is designed in a manner to take advantage of views in every direction.

5. Floodplains.

This property does not reside in the floodplain. This standard does not apply.

6. Noise Reduction.

This property is does not border a highway. This standard does not apply.

7. Future Streets.

The subdivided lots are not intended for future re-subdivision, with the exception of possible attached duplex and triplex lots. It is noted and recommended to be conditioned below that no vehicle access to or from CR 141 shall be allowed in any future development on the Property without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.

All other required access and utility easements are provided through this development.

8. Parks, Trails and Open Space.

No public open space dedication is proposed nor desired by the City within this development, primarily due to the easy access to the CR 140 shared use path and likely future open space nearby. However, as part of the annexation agreement, the applicant is required to provide a public access easement along the northern portion of the development (as shown) to guarantee continuous pedestrian access between CR 140 and the northern portion of CR 140. As plat notes, staff recommends the following conditions:

- The applicant shall build and maintain a crusher-fine path across the 10-foot pedestrian access between West End Road and CR 141.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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- Fees-in-lieu for Open Space and for Fair Contributions to Schools shall be required prior to certificate of occupancy for all units.

9. Common Recreation Facilities.

The only common recreation facility proposed is the public access easement between Lots 6 and 7. This pathway will be accessible to residents of the development as well as to the general public, and will not interfere with neighboring developments.

10. Lots and Blocks.

The size, shape, and orientation of the lots are appropriate to the design and location of proposed subdivision and type of development contemplated, especially in light of the prohibition of direct vehicular access from the development to CR 141 and exceptions granted via the annexation agreement, incorporated in conditions herein. This standard is met.

11. Architecture.

The applicants state that building designs will have variations that meet this review standard and “will provide a level of visual interest to the neighbors and community members.” As a plat note, staff recommends the following condition:

- The applicant shall provide staff, at time of building permits, with elevations of any and all existing homes (or homes under construction) along the same side of the street and (if applicable) the home(s) directly across the street, to ensure that the subdivision architectural standards will be met.

12. Codes.

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

13. Inclusionary Housing.



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Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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The applicants have indicated that they will meet the Inclusionary Housing standards with the construction of a minimum of 12.5% of all total units within the development, likely through an agreement with the Chaffee Housing Trust (CHT) on Lot 15. The applicants also note that, if CHT is for some reason unable to build the units, that the applicants’ development firm, SGC LLC, will construct the required units per the requirements of the annexation agreement. To ensure that the affordable units are built in a timely fashion and made available for occupation, staff has included recommended plat notes as conditions of approval below, consistent with the annexation agreement.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

Requests to referral agencies and City departments were sent on August 12, 2021. Comments received are as follows:

- Salida Fire Department: Kathy Rohrich, Fire Plan Review responded “The Fire Department has no concerns at this time. We will need to discuss hydrant placement but that is down the road.”
- Salida Police Department: Russ Johnson, Police Chief responded “I have reviewed the plans that have been submitted and have no concerns at this time.”
- Chaffee County Planning Department: There has not been a response at the time of this writing.
- Salida School District: David Blackburn, Superintendent responded “Fees in lieu of land is acceptable in this project.”
- Salida Utilities: Renee Thonoff, Senior Accountant stated “Regarding West End Subdivision, this property currently has no City Services (i.e. water/sewer). Development would require the purchase of water/sewer taps and meters. The City charges system development fees per unit, how the developer chooses to meter could result in each dwelling unit being metered individually or by building.”
- Atmos Energy: There has not been a response at the time of this writing.



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Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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- Salida Public Works Department: Public Works Director, David Lady, submitted the following comments:
 - 1) The general site plan of the streets, utilities and drainage improvements appear to be consistent with design criteria.
 - 2) A drainage easement is provided for stormwater detention. The point discharge from the detention pond is into County Road ROW. It is recommended that the County requirements be reviewed for design storm, etc. and consideration of additional storage to provide full retention.
 - 3) ADA ramps to be provided on the south side of County Road 140 (Airport Road) at proposed intersections in order to provide pedestrian and ADA accessibility to the existing concrete sidewalk on the south side of the roadway. A temporary surface improvement (crusher fine path and culvert) may be considered at the crosswalk adjacent to Shepherd Road ROW until the time of Angel View Subdivision intersection improvements.
 - 4) Curb inlets to be provided at the drainage low point at Shepherd Road.
 - 5) Review design intent of water services to lots as it would appear many of the lots are anticipated to be duplexes. Lot 15 shows five water services.
- Xcel Energy: Sterling Waugh responded: “We will need to add side lot easements, 5’, and lots 16 & 21 need a 10’ easement on the side touching the road. Need rear lot easements as well, 10’ on the lots that don’t have one already.”

RECOMMENDED FINDINGS:

This application is consistent with the review standards of subdivisions described in Section 16-6-120, with the conditions herein.



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STAFF RECOMMENDATIONS:

Staff recommends that City Council approve the application, subject to the conditions recommended by Planning Commission. As a note, since the Planning Commission hearing, the applicant has resubmitted the plat and civil plans to address changes recommended in Conditions #4, #6, and #11, and therefore those conditions have been removed.

PLANNING COMMISSION RECOMMENDATIONS:

Planning Commission recommends approval of the major subdivision requests with the following conditions:

- 1) The applicant shall add the following notes to the final subdivision plat, consistent with requirements of the annexation agreement:
 - Any lots created on property immediately adjacent to CR 141 shall be developed with detached single-family primary dwellings, shall have a minimum lot size of 7,500 square feet (“SF”), and shall have no less than 50 feet of rear lot line frontage onto CR 141. If accessory dwelling units (“ADUs”) are developed on lots immediately adjacent to CR 141, said ADUs shall be subject to the same frontage restrictions of the primary dwellings.
 - Up to three (3) lots at or around the northwest corner may have less than the required minimum lot frontage facing onto the proposed internal street, but such frontage shall be no less than 20 feet, and proposed development upon said lots shall follow the applicable approval processes set forth in the City Code.
 - No primary or accessory dwelling units within any future development on the Property shall have frontage on CR 141 without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
 - Developer shall enter into either a subdivision improvement agreement or development agreement that includes guarantees for the construction of the public street improvements, the extension of public water and sewer mains, and guarantees the construction, prior to recordation of the subdivision or development.



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Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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- Developer shall, at time of development of the Property, improve the annexed portion of CR 140 fronting the Property site, pursuant to City Code and all City Design Standards, including and relating, but not limited to, curb, gutter, sidewalk, street trees and parking on the north side; provide a crosswalk across CR 140 to the shared path on the south side in a location approved by City staff; and provide a minimum 2-inch overlay over both drive lanes of CR 140 along the frontage of the annexed property and extended to the west intersection with CR 141, or reconstruct said road if it is for grade, at the direction of the Public Works Director.
- Roads shall be designed in accordance with the City Design Standards, including, but not limited to, applicable requirements related to sidewalk construction and of right-of-way dedication, unless otherwise permitted by the Public Works Director. It is noted that a 40-foot ROW on the west end of such a subdivision, in addition to other access requirements, would be sufficient and a sidewalk would only be required on the east side of said ROW. A 20-foot dedication of ROW will be required of the adjacent property to the west at time of annexation for that parcel.
- No vehicle access to or from CR 141 shall be allowed in any future development on the Property without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
- The first built inclusionary housing units shall receive certificate of occupancy (“CO”) prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO. The number of units required to be physically built will be specified within the subdivision improvement agreement or development agreement, based upon the 12.5% City Code requirement.
- For any affordable inclusionary housing unit(s) required to be built within the development, the developer shall be required to deposit the applicable Inclusionary



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.

- Developer shall give preference to current Chaffee County residents or workforce for a minimum of six (6) non-inclusionary housing units within any development on the Property, to the extent permitted by law. Such marketing and vetting shall be the developer’s responsibility, with guidance provided by City staff and the Chaffee Housing Authority.
 - Fees-in-lieu for Open Space and for Fair Contributions to Schools shall be required prior to certificate of occupancy for all units.
- 2) The following note shall also be added to the final subdivision plat: “The applicant shall build and maintain a crusher-fine path across the 10-foot wide pedestrian access between West End Road and CR 141.”
 - 3) The following note shall also be added to the final subdivision plat: “The applicant shall provide staff, at time of building permits, with elevations of any and all existing homes (or homes under construction) along the same side of the street and (if applicable) the home(s) directly across the street, to ensure that the subdivision architectural standards will be met.”
 - ~~4) Given that the point discharge from the detention pond is into County Road ROW, it is recommended that County requirements be reviewed for design storm, etc. and that consideration be given to additional storage to provide full retention.~~
 - 5) ADA ramps shall be provided on the south side of County Road 140 at the proposed intersections in order to provide pedestrian and ADA accessibility to the existing concrete sidewalk on the south side of the roadway. A temporary surface improvement (crusher fine path and culvert) may be considered at the crosswalk adjacent to Shepherd Road ROW until the time of Angelview Subdivision intersection improvements.
 - ~~6) Curb inlets shall be provided at the drainage low point at Shepherd Road.~~



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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- 7) The applicant shall review design intent of water services to all lots, as it would appear that many of the lots are anticipated to be duplexes and Lot 15 shows five water services.
- 8) 5-foot side lot easements shall be added to all lots, with the exception of Lots 16 & 21 which need a 10-foot easements on the side touching the road. Additionally, rear lot easements will be required, including 10-foot easements on the lots that do not have one shown already.
- 9) The construction plans shall be signed and stamped for final review.
- 10) After approval of a SIA, the applicant is to coordinate product submittals and preconstruction meeting with Public Works prior to initiation of work.
- ~~11) The applicant shall amend the lot frontage of Lot 4 to meet the minimum lot frontage requirement of 37.5 feet while continuing to meet dimensional requirements of all other lots, prior to final plat approval.~~
- 12) The applicant shall provide screening and obstruction (in the form of fencing, landscaping, etc.) so as to deter parking along CR 141 in order to access the adjacent lots.

RECOMMENDED MOTION:

A. "I make a motion to approve the proposed West End Major Subdivision, subject to the conditions provided herein."

Attachments:

- Resolution 2021-32 with Preliminary Plat
- Major Subdivision Application Materials
- Civil Drawings
- Traffic Study
- Upchurch Annexation Agreement
- Proof of Notice

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 32
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION PLAT FOR THE WEST END MAJOR SUBDIVISION**

WHEREAS, the property owners, Tory and Clee Upchurch (“Developers”) submitted application for approval of a Major Impact Review for West End Major Subdivision; and

WHEREAS, the property (“Property”) that is subject to the proposed subdivision consists of 5.32 acres located between County Road 140 and County Road 141, more particularly described in Exhibit A; and

WHEREAS, the property is zoned R-2, Medium Density Residential and subject to specific conditions of the Upchurch Annexation Agreement; and

WHEREAS, the Planning Commission and City Council held a conceptual meeting on the proposed Major Subdivision on January 4, 2021, and an updated version of the conceptual plan was provided during annexation hearings on March 22 and April 20, 2021; and

WHEREAS, on August 23, 2021 the Salida Planning Commission held a public hearing and recommended approval of the West End Major Subdivision, consisting of 24 lots; and

WHEREAS, the Salida City Council held a duly noticed public hearing on September 21, 2021.

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

The West End Major Subdivision is hereby approved, subject to the following conditions:

1. The applicant shall add the following notes to the final subdivision plat, consistent with requirements of the annexation agreement:
 - Any lots created on property immediately adjacent to CR 141 shall be developed with detached single-family primary dwellings, shall have a minimum lot size of 7,500 square feet (“SF”), and shall have no less than 50 feet of rear lot line frontage onto CR 141. If accessory dwelling units (“ADUs”) are developed on lots immediately adjacent to CR 141, said ADUs shall be subject to the same frontage restrictions of the primary dwellings.
 - Up to three (3) lots at or around the northwest corner may have less than the required minimum lot frontage facing onto the proposed internal street, but such frontage shall be no less than 20 feet, and proposed development upon said lots shall follow the applicable approval processes set forth in the City Code.
 - No primary or accessory dwelling units within any future development on the

Property shall have frontage on CR 141 without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.

- Developer shall enter into either a subdivision improvement agreement or development agreement that includes guarantees for the construction of the public street improvements, the extension of public water and sewer mains, and guarantees the construction, prior to recordation of the subdivision or development.
- Developer shall, at time of development of the Property, improve the annexed portion of CR 140 fronting the Property site, pursuant to City Code and all City Design Standards, including and relating, but not limited to, curb, gutter, sidewalk, street trees and parking on the north side; provide a crosswalk across CR 140 to the shared path on the south side in a location approved by City staff; and provide a minimum 2-inch overlay over both drive lanes of CR 140 along the frontage of the annexed property and extended to the west intersection with CR 141, or reconstruct said road if it is for grade, at the direction of the Public Works Director.
- Roads shall be designed in accordance with the City Design Standards, including, but not limited to, applicable requirements related to sidewalk construction and of right-of-way dedication, unless otherwise permitted by the Public Works Director. It is noted that a 40-foot ROW on the west end of such a subdivision, in addition to other access requirements, would be sufficient and a sidewalk would only be required on the east side of said ROW. A 20-foot dedication of ROW will be required of the adjacent property to the west at time of annexation for that parcel.
- No vehicle access to or from CR 141 shall be allowed in any future development on the Property without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
- The first built inclusionary housing units shall receive certificate of occupancy (“CO”) prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO. The number of units required to be physically built will be specified within the subdivision improvement agreement or development agreement, based upon the 12.5% City Code requirement.
- For any affordable inclusionary housing unit(s) required to be built within the development, the developer shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.
- Developer shall give preference to current Chaffee County residents or workforce for a minimum of six (6) non-inclusionary housing units within any development on the

Property, to the extent permitted by law. Such marketing and vetting shall be the developer’s responsibility, with guidance provided by City staff and the Chaffee Housing Authority.

- Fees-in-lieu for Open Space and for Fair Contributions to Schools shall be required prior to certificate of occupancy for all units.
2. The following note shall also be added to the final subdivision plat: “The applicant shall build and maintain a crusher-fine path across the 10-foot wide pedestrian access between West End Road and CR 141.”
 3. The following note shall also be added to the final subdivision plat: “The applicant shall provide staff, at time of building permits, with elevations of any and all existing homes (or homes under construction) along the same side of the street and (if applicable) the home(s) directly across the street, to ensure that the subdivision architectural standards will be met.”
 4. ADA ramps shall be provided on the south side of County Road 140 at the proposed intersections in order to provide pedestrian and ADA accessibility to the existing concrete sidewalk on the south side of the roadway. A temporary surface improvement (crusher fine path and culvert) may be considered at the crosswalk adjacent to Shepherd Road ROW until the time of Angelview Subdivision intersection improvements.
 5. The applicant shall review design intent of water services to all lots, as it would appear that many of the lots are anticipated to be duplexes and Lot 15 shows five water services.
 6. 5-foot side lot easements shall be added to all lots, with the exception of Lots 16 & 21 which need a 10-foot easements on the side touching the road. Additionally, rear lot easements will be required, including 10-foot easements on the lots that do not have one shown already.
 7. The construction plans shall be signed and stamped for final review.
 8. After approval of a SIA, the applicant is to coordinate product submittals and preconstruction meeting with Public Works prior to initiation of work.
 9. The applicant shall amend the lot frontage of Lot 4 to meet the minimum lot frontage requirement of 37.5 feet while continuing to meet dimensional requirements of all other lots, prior to final plat approval.
 10. The applicant shall provide screening and obstruction (in the form of fencing, landscaping, etc.) so as to deter parking along CR 141 in order to access the adjacent lots.

RESOLVED, APPROVED AND ADOPTED on this 21st day of September, 2021.

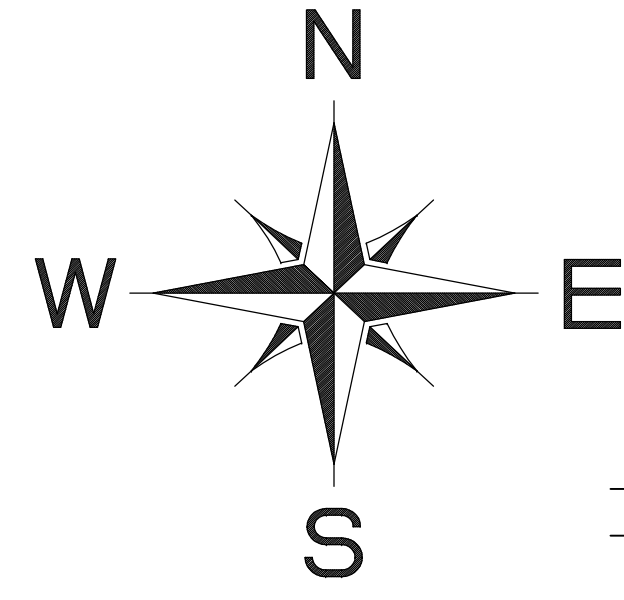
CITY OF SALIDA, COLORADO

Mayor P.T. Wood

(SEAL)

ATTEST:

City Clerk



SCALE
1" = 50'

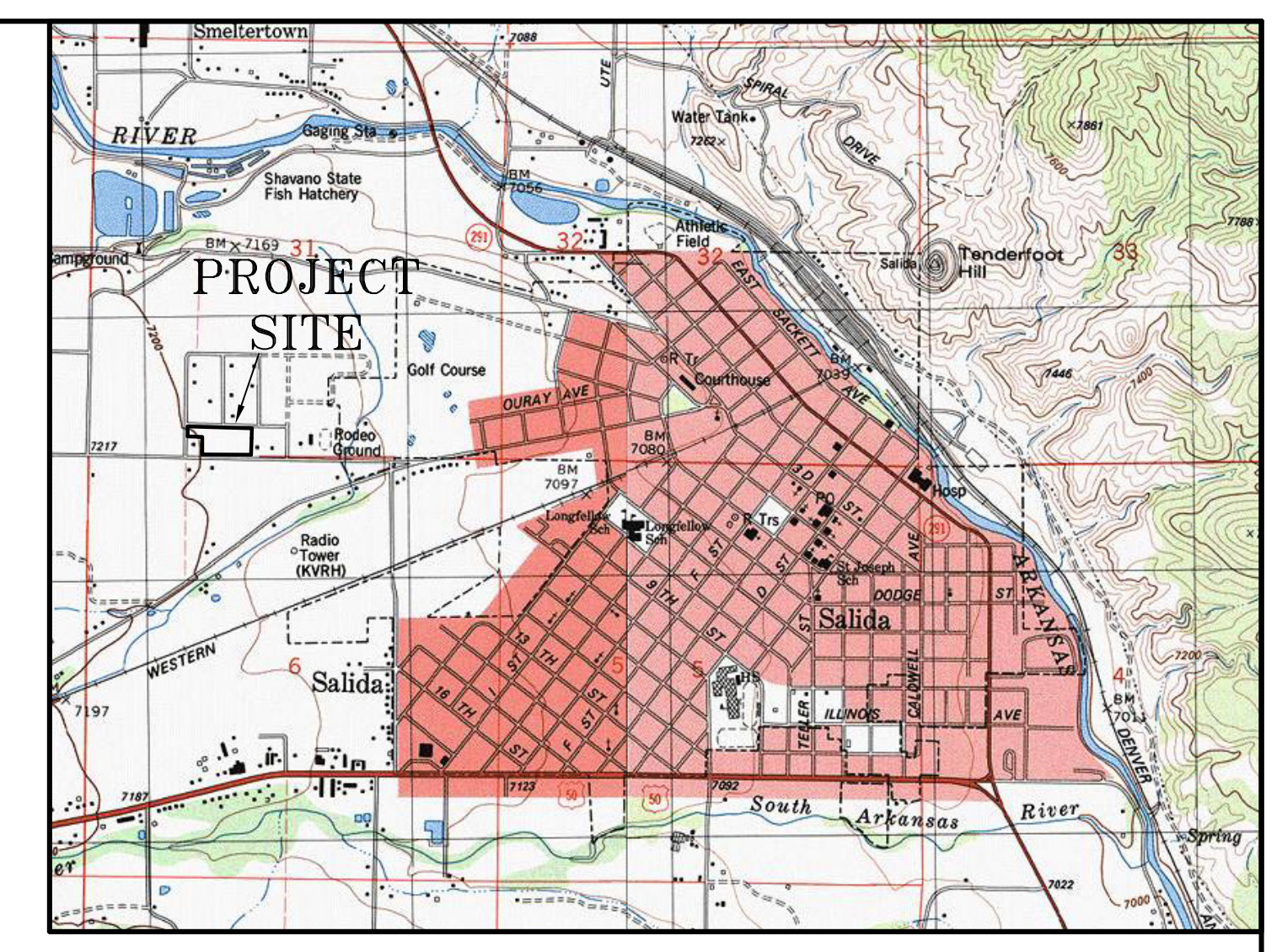


LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP L5 37937
- ⊙ FOUND 1" ALUMINUM CAP L5 1776
- ⊙ WATER VALVE
- ⊙ POWER POLE
- ⊙ SEWER MAN HOLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ FENCE
- ⊙ OVERHEAD UTILITY

WEST END MAJOR SUBDIVISION Exhibit A

LOCATED IN THE SE 1/2 SW 1/4 OF SECTION 31
T50N R9E OF THE N.M.P.M.
CITY OF SALIDA,
CHAFFEE COUNTY, COLORADO

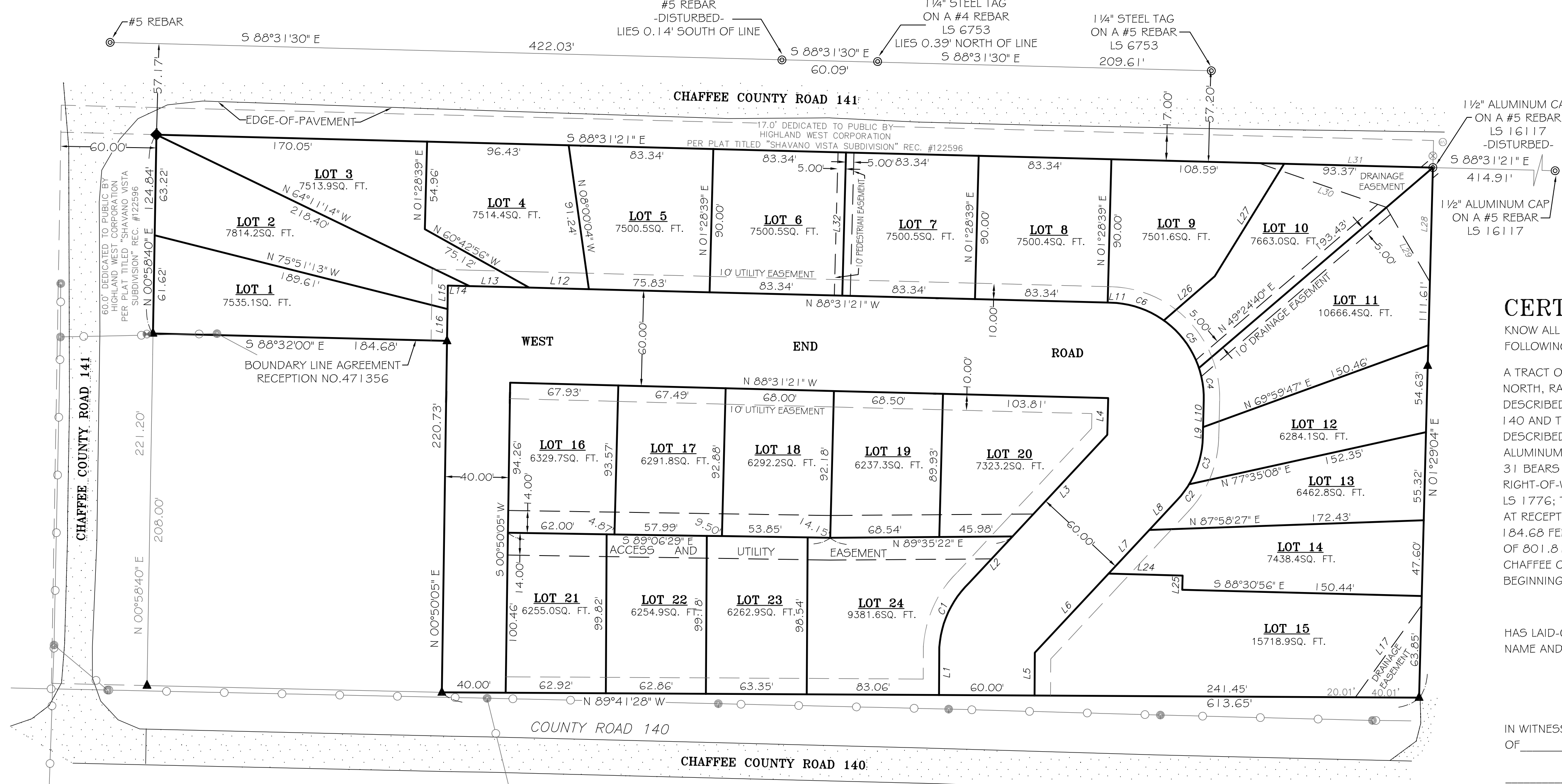


VICINITY MAP
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 00°18'32" E	30.00'
L2	N 43°00'16" E	39.66'
L3	N 43°00'16" E	87.26'
L4	N 01°29'04" E	23.08'
L5	N 00°18'32" E	26.96'
L6	N 43°00'16" E	67.86'
L7	N 43°00'16" E	37.50'
L8	N 43°00'16" E	25.69'
L9	N 01°29'04" E	6.38'
L10	N 01°29'04" E	16.70'
L11	N 88°31'21" W	1.95'
L12	S 88°31'21" E	37.50'
L13	N 88°31'21" W	37.50'
L14	N 88°31'21" W	13.62'
L15	S 00°50'05" W	14.81'
L16	S 00°50'05" W	20.00'
L17	N 35°43'42" E	71.08'
L18	N 01°29'04" E	15.45'
L19	N 35°43'42" E	55.10'
L20	N 69°59'47" E	119.05'
L21	N 90°00'00" E	29.23'
L22	N 69°59'47" E	97.44'
L23	S 01°29'04" W	117.44'
L24	S 88°30'56" E	46.53'
L25	S 01°29'04" W	8.96'
L26	N 49°05'05" E	42.28'
L27	N 31°40'00" E	83.08'
L28	S 01°29'04" W	71.80'
L29	N 30°19'10" W	54.23'
L30	N 70°51'22" W	84.72'
L31	N 88°31'21" W	109.31'
L32	N 01°28'39" E	90.00'

AREA TABLE	
LOTS	4.19 ACRES (182,743.5 SQ.FT.)
STREETS	1.13 ACRES (49,110.9 SQ.FT.)
TOTAL	5.32 ACRES (231,854.4 SQ.FT.)

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.83'	61.51'	42°41'44"	S 25°00'00" E	44.78'
C2	12.37'	60.00'	11°48'53"	N 37°05'50" E	12.35'
C3	31.11'	60.00'	29°42'19"	N 16°20'14" E	30.76'
C4	20.83'	60.00'	19°53'18"	N 08°27'35" W	20.72'
C5	37.72'	60.00'	36°00'57"	N 36°24'42" W	37.10'
C6	35.71'	60.00'	34°06'06"	N 71°28'14" W	35.19'



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH, THE FEE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LOCATED WITHIN 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: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1" ALUMINUM CAP STAMPED L5 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 31 BEARS SOUTH 88°35'32" EAST, A DISTANCE OF 1261.06 FEET; THENCE SOUTH 88°40'42" EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPED L5 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO. 471356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING, CONTAINING 5.32 ACRES

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, ROADWAY AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

WEST END MAJOR SUBDIVISION
IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF ____ 2021

BY: KRISHNA CLEE QUICK UPCHURCH BY: TORY UPCHURCH

COUNTY OF CHAFFEE)
) SS.
STATE OF COLORADO)

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

ACKNOWLEDGMENT OF LIEN HOLDER

_____, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE _____ DATE _____

COUNTY OF _____)
) SS.
STATE OF _____)

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2021, BY _____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

CITY ADMINISTRATOR APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA ADMINISTRATOR THIS ____ DAY OF ____ 2021.

CITY OF SALIDA ACCEPTANCE

THE UNDERSIGNED CHAIR OF THE PLANNING COMMISSION OF THE CITY OF SALIDA, COLORADO, DOES HEREBY ACKNOWLEDGE AND ACCEPT THIS MAJOR SUBDIVISION PLAT. DATED THIS ____ DAY OF ____ 2021.

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

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 "L5 1776" HAVING A BEARING OF NORTH 89°41'28" WEST.
- 2) ZONE: MEDIUM DENSITY RESIDENTIAL (R-2)
- 3) 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 THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT

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

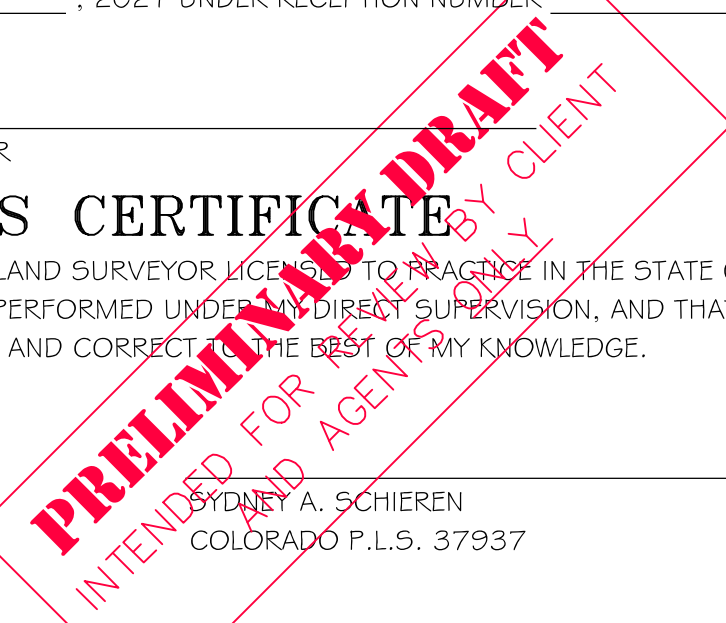
CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT ____ M. ON THIS ____ DAY OF ____ 2021 UNDER RECEPTION NUMBER _____.

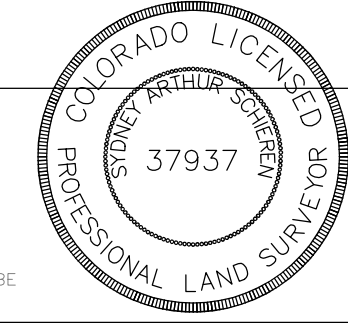
CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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



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



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 AGREEMENT CONTAINED HEREON.

REVISED: JULY 30, 2021	WEST END MAJOR SUBDIVISION LOCATED IN THE SE 1/2 SW 1/4 OF SECTION 31 T50N R9E OF THE N.M.P.M. CITY OF SALIDA, CHAFFEE COUNTY, COLORADO
AUGUST 24, 2021	
JOB # 20165	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: JULY 21, 2021	
SHEET 1 OF 1	



GENERAL DEVELOPMENT APPLICATION

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

1. TYPE OF APPLICATION (Check off as appropriate)

- | | |
|--|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input checked="" type="checkbox"/> Variance | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <small>Subdivision</small> _____ |
| <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: Tory Upchurch

Mailing Address: 4934 W. Hwy 290 Sunset Valley, Texas 78735.

Telephone Number: 512.826.6152 FAX: _____

Email Address: toryup@gmail.com

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

B. Site Data

Name of Development: WestEnd

Street Address: Between CR 140 and CR 141 North of Shepard Rd.

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

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

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

Signature of applicant/agent: Date: 7/23/21

Signature of property owner: Date: 7/23/21



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

1. PROCEDURE (Section 16-3-80)

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

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

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

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

7. Developments involving construction shall provide the following information:

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

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

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

c. Parking spaces;

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

e. Drainage improvements and drainage easements;

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

g. Any other improvements;

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

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

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

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

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

c. Profiles for municipal water lines; and

d. Street plans and profiles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The neighborhood will provide a variety of housing choices and create a community that honors Salida's traditional neighborhoods and the vision of Salida as directed within the Comprehensive Plan.

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

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

R2 zoning creates a medium density development with lot sizes ranging from 5,985 square feet to 15,639 square feet. The lots on the north and west border of the property will be built based on R1 lot size standards with the goal of seamlessly integrating with neighbors in the county. We will increase the density of units to the south and east of the property. This will allow us Diverse Housing to provide a mix of residential units to support varied housing.

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

The subdivision will comply with R2 zone requirements for parking. Each lot will meet code standards for off street parking (based on the inclusionary housing incentive). We have also minimized the number of driveway cuts in order to maximize the number of street parking spaces. The off street parking will be accessed either from an alley, when available, or from shared accesses off the street when it makes sense.

A minimum of one tree per lot will be planted prior to certificate of occupancy. If not in planting season, a deposit will be placed with the city, to be fully refunded once the tree is planted. Since lot widths are all narrower than 50', this will meet code section 16-8-90. An effort will be made to repeat the distances between trees.

The WestEnd H.O.A. will maintain the private alleys, parkways, and drainage easements in the development. The planned right-of-way through the development will be a public road and connect to CR 140. The right-of-way will be maintained by the city.

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

We have designed the neighborhood increase density as you move south and east on the property. Lots 1-10 across the north border will be single family homes which will be closest to the neighbors. The density of units will increase as you move south and east to minimize any undesirable noise and to compatible with the surrounding neighbors.

The development is designed for connectivity to the surrounding area and to the City of Salida. We will be building two sidewalks connecting the neighborhood to CR 141 and a sidewalk on the annexed portion of CR140 which will increase the likelihood that residents and surrounding neighbors will bike to town.

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

We will follow all of the guidelines for construction in order to minimize noise and being a nuisance to the neighborhood.

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

We will provide public facilities and propose any necessary improvements.

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

There are no unique environmental resources required on this project and there will be little to no impact on the environment.

Information for Major Impact Review (Major Subdivision) Application: WestEnd Development

PREPARED BY: Tory Upchurch
Address: 4934 W. Hwy 290 Sunset Valley, Texas 78735
Prepared for: City of Salida Planning Commission

PURPOSE OF REPORT: Tory Upchurch of SGP LLC is submitting applications to the City of Salida for a Major Subdivision/ Major Impact Review. This narrative report provides development information of the Subdivision and explains how the project meets the city’s review standards and code.

BASIC SITE INFORMATION: General Description: The 5.32 acre site is located on the west boundary of Salida. The property sits north of CR 140 or Airport Rd., south of CR 141 or Ouray Ave., and east of Pinion Dr. It is currently raw and empty land. The AngelView Condominium Development is located across Airport Rd to the south. The property is zoned R2 and our plan is to subdivide the property into 24 lots. We will be building 43 housing units (10 Single Family, 22 Duplex Units, 6 Triplex Units and 5 additional units dedicated to inclusionary housing).



Parcel ID: 368131300015
 Owner: Tory & Clee Upchurch
 Applicant: SGP LLC, 4934 W. Hwy 290 Sunset Valley, Texas 78735
 Street Address: TBD CR 140
 Zoning: R2

WRITTEN NARRATIVE WestEnd Subdivision

Purpose and Objective and Statement of Planning Objectives: The proposed major subdivision will subdivide a 5.32 acre parcel into 24 lots for use as residential construction.

- R2 zoning creates a medium density development with lot sizes ranging from 5,985 square feet to 15,639 square feet.

The neighborhood will provide a variety of housing choices and create a community that honors Salida's traditional neighborhoods and the vision of Salida as directed within the Comprehensive Plan by proposing:

- **Diverse Housing:** Something for everyone. Provide a mix of residential units to support varied housing.
- **Affordable Housing:** Provide parcels for high density attached units and affordable housing offering both traditional inclusionary housing units plus 6 Triplex units that will be exclusively offered to Chaffee Country residents for the first 6 months during development.
- Provide varying sized lots for our diverse housing needs. The lots on the north and west border of the property will be built based on R1 lot size standards with the goal of seamlessly integrating with neighbors in the county. We will increase the density of units to the south and east of the property.
- **Pedestrian Connectivity:** We are dedicating a 10 foot gravel easement per the annexation agreement connecting Shepard RD to CR 141.
- Our goal is to build homes with porches front facing and garages in a rear alley when possible
- A well-maintained development. A professionally managed HOA will maintain the landscaping, private alleys, parkways, drainage easements.

Off street parking: The subdivision will comply with R2 zone requirements for parking. Each lot will meet code standards for off street parking (based on the inclusionary housing incentive). We have also minimized the number of driveway cuts in order to maximize the number of street parking spaces. The off street parking will be accessed either from an alley, when available, or from shared accesses off the street when it makes sense.

Livability and Community: The development is designed for connectivity to the surrounding area and to the City of Salida. We will be building two sidewalks connecting the neighborhood to CR 141 and a sidewalk on the annexed portion of CR140 which will increase the likelihood that residents and surrounding neighbors will bike to town.

Inclusionary Housing Obligations: Per our negotiated Annexation Agreement, we “shall meet the affordable housing requirement of 12.5% of all future units built.” Thus, given that we are proposing to build 43 units, we will provide five (5) affordable housing units in a manner that complies with the requirements of the Inclusionary Housing ordinance. The current plan is to sell Lot 24 (15,639 sq. ft.) to the Chaffee County Housing Trust. As we work through the details of the project, we will make a determination who will actually build the units based on the cost of construction.

If for some reason we are unable to work with CHT to build the units, SGP LLC will build the units as per the Annexation Agreement, and will abide by the following language from the agreement in terms of the order of units built:

“The first of such built inclusionary housing units shall receive certificate of occupancy (“CO”) prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO. The number of units required to be physically built will be specified within the subdivision improvement agreement or development agreement, based upon the 12.5% City Code requirement.”

Statement of Proposed Ownership of Public and Private areas: The WestEnd H.O.A. will maintain the private alleys, parkways, and drainage easements in the development. The planned right-of-way through the development will be a public road and connect to CR 140. The right-of -way will be maintained by the city.

Landscaping: A minimum of one tree per lot will be planted prior to certificate of occupancy. If not in planting season, a deposit will be placed with the city, to be fully refunded once the tree is planted. Since lot widths are all narrower than 50’, this will meet code section 16-8-90. An effort will be made to repeat the distances between trees.

Statement of Proposed Methods to Reduce Fiscal Impacts of the development on the City: Establishing development owned storm drain systems and easements to be maintained by the H.O.A. reduces the fiscal impacts to the City. Additionally, the entire annexed portion of CR140 will get repaved, and a curb and sidewalk will be installed along the development frontage, as depicted on the civil engineering plans.

Parks and Open Space Dedication: The developer will be paying a \$3,000 per unit fee in lieu of open spaces.

Fair Contributions to Schools: The development will be subject to fair contributions to schools. \$444.66 dollars or the amount then in effect will be due at the time of building permit for each residential unit.

Building Dimensions: All buildings will comply with the City of Salida Land Use code and other applicable codes and agreements. We currently anticipate a mix of 2 and 3 story buildings that will range is height from 24' – 35" as per code.

Statement of Proposed Development Phasing Schedule: We propose to develop all the infrastructure in one phase. Additionally, the plan is to build to units 8-10 at a time with the goal of completing the project by October 2022.

Physiographic and Environmental Studies: There is no evidence to suggest any contamination to this site or any adjacent site. Therefore, no environmental studies will be completed.

Outstanding Site Development Issues: There are currently no outstanding development issues on the site.

Public Works Administrative Variance Requests:

1. 34 ft wide street curb face to face on Shepard Dr.
2. On sheet 15 of the engineering documents, structures 2, 3, and 4 should have 0.2, 0.2, and 0.3' drops per standards. They were designed with 0.1' drops to maintain adequate cover as we buck grade on Shepherd Drive.

16-6-120. Subdivision review standards.

In order to achieve the intent and purpose of this Chapter, the proposed subdivision shall comply with the following standards:

(1) Comprehensive Plan. The proposed subdivision shall carry out the purpose and spirit of the Comprehensive Plan and conform with 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.

We have designed the neighborhood increase density as you move south and east on the property. Lots 1-10 across the north border will be single family homes which will be closest to the neighbors. The density of units will increase as you move south and east to minimize any undesirable noise and to compatible with the surrounding neighbors.

(2) 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 the uses.

We will comply with R1 lot size standards on lots 1-10. The remaining lots will comply with R2 Zoning standards.

(3) Improvements. The proposed subdivision shall be provided with improvements which comply with Section 16-2-60 and landscaping which complies with Section 16-8-90.

(i) Streets. Existing and proposed streets shall be suitable and adequate to carry anticipated traffic within and in the vicinity of the proposed subdivision.

Based on the traffic study that was conducted, the road we will build and improvements to CR 140 will be adequate to carry anticipated traffic.

(ii) Utilities. Existing and proposed utility services shall be suitable and adequate to meet the needs of the proposed subdivision.

All utility development will be suitable and adequate to meet the needs of the subdivision.

(iii) Phases. If the subdivision is to be developed in phases, each phase shall contain the required parking spaces, landscape areas, utilities and streets that are necessary for creating and sustaining a stable environment.

Our goal is complete infrastructure build out in one phase.

(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.

As per the Annexation Agreement, there will be no front facing lots onto CR 140. Even with this restriction, our goal is to ensure that each house has the ability to appreciate the visual qualities of Salida. There are no trees or other vegetation on the property currently.

(5) Floodplains. Tracts of land or portions thereof lying within the 100-year floodplain may only be subdivided for open space until the subdivider has shown that compliance with the requirements of the City's floodplain regulations can be met.

The land is not in a 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.

As we move further into the project, we will ensure that the units that front CR 140 we take the appropriate steps to provide adequate noise reduction.

(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.

Not applicable

(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.

We will be paying the \$3000/unit fee in-lieu

(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.

There will not be a common recreation facility in the development.

(10) Lots and Blocks.

(i) Pattern. The size, shape and orientation of lots shall be appropriate to the design and location of the proposed subdivision and to 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.

We have designed the subdivision to mimic other R2 Zoned neighborhoods in Salida with the goal of providing varying type of housing to the community.

(ii) Frontage. Residential lots should front only on local streets; however, when necessary, lots designated to face a collector street shall provide adequate means for automobile turnaround within the lot and should provide consolidated access points to the maximum extent feasible.

All units front the either CR 140 or the road that will be built.

(iii) Right angles. Side lot lines shall be approximately at right angles or radial to street lines.

We have provided approximate right angles where possible.

(iv) Double frontage lots. Double frontage lots are prohibited, except where they are necessary to provide for the separation of residential development from collector or arterial streets or to overcome specific limitations of topography or orientation. A planting and screening easement of at least ten (10) feet shall be provided along the portion of the lot which abuts such a collector or arterial street. There shall be no right of access across a planting and screening easement. The screening easement shall be maintained by the property owner.

There are no double frontage lots in the development.

(v) "T" intersections. The building area of lots shall not face directly into the oncoming traffic of an intersecting street of a "T" intersection.

There are no "T" intersections in the development.

(11) Architecture. The following architectural standard is intended to prevent monotonous streetscapes and offer consumers a wider choice of housing styles. To avoid uniformity and lack of variety in design among housing units within the subdivision, no residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street (e.g., the first and fifth lots in a row may contain the same façade elevation, but the second, third, and fourth lots must contain some different façade elevations). No residential elevation shall be repeated directly across the street from the same façade elevation. Mirror images of the same residential façade shall not count as two (2) distinctly different façades. In unusual circumstances, the Planning Commission may grant a petition seeking waiver of this requirement. Such an exception may be granted if the petitioner demonstrates that the proposed plan uses repetition for an architectural purpose, such as allusion to historical repetition that would not create a monotonous streetscape of the type this standard seeks to prevent.

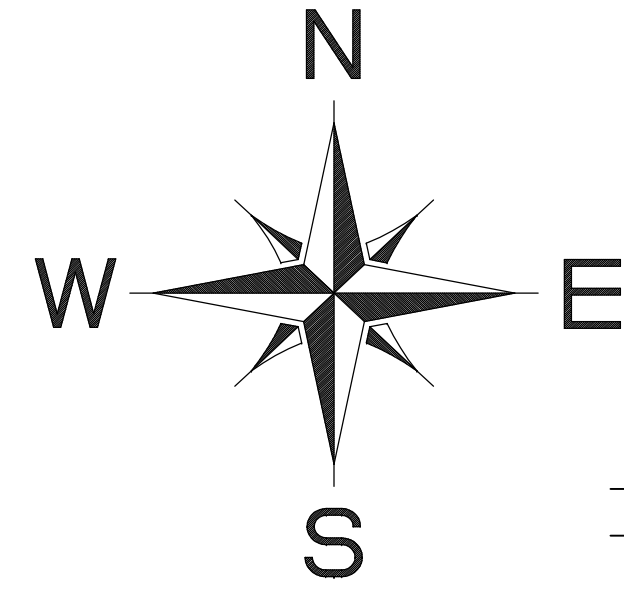
Our building designs will have variations that meet the subdivision requirements and provide a level of visual interest to the neighbors and community members

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

We will meet all applicable City building, fire and safety codes for the development.

(13) Inclusionary Housing. Minor and major subdivisions; and condominium plats of five (5) units or greater must meet the requirements of Article XIII. Inclusionary Housing.

We will meet all requirement in the Annexation Agreement and Article XIII.



LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP L5 37937
- ▲ FOUND 1" ALUMINUM CAP L5 1776
- WATER VALVE
- ⊙ POWER POLE
- ⊙ SEWER MAN HOLE
- ⊙ TELEPHONE PEDESTAL
- FENCE
- OVERHEAD UTILITY

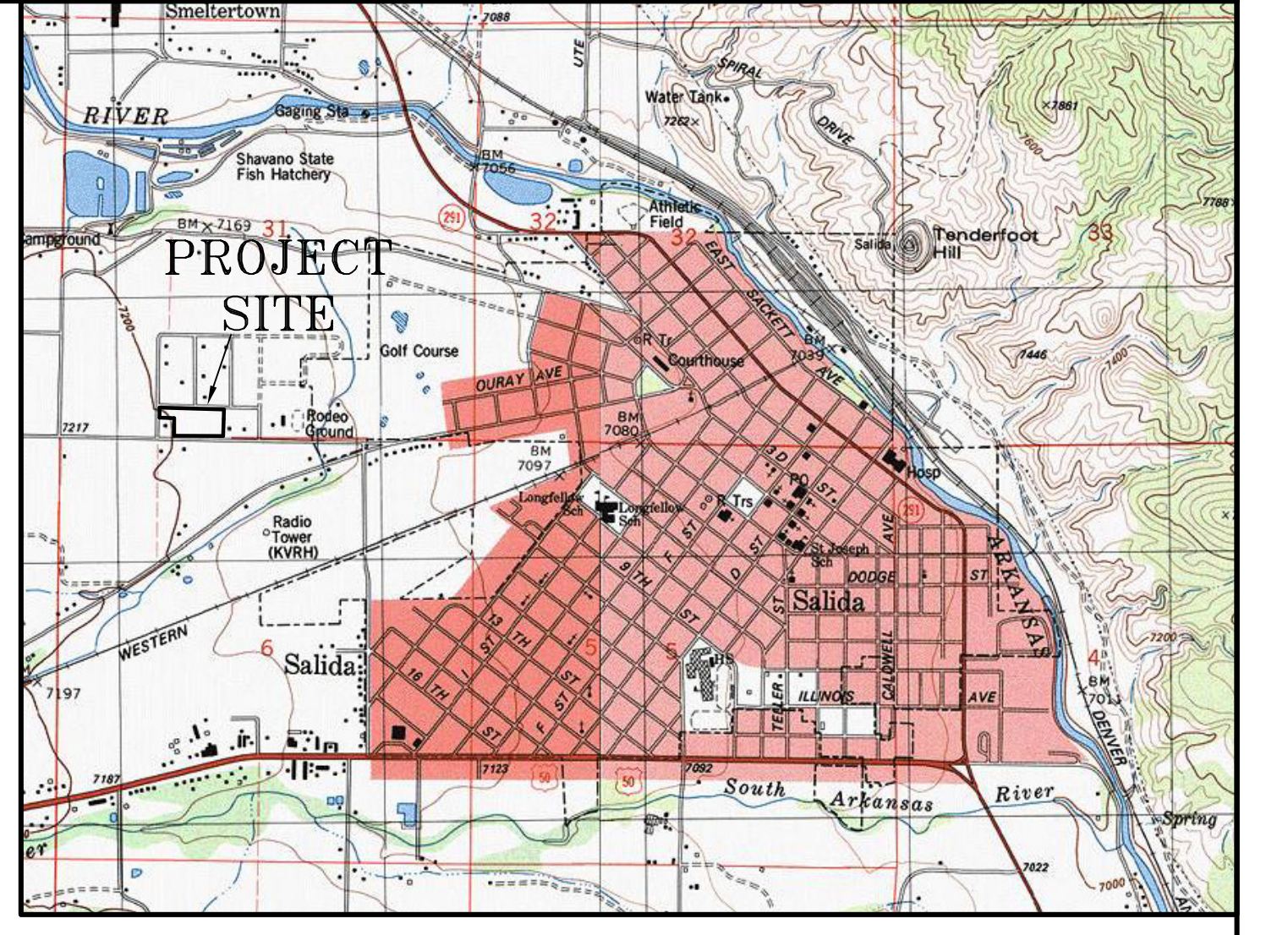
SCALE

1" = 50'



WEST END MAJOR SUBDIVISION

LOCATED IN THE SE 1/2 SW 1/4 OF SECTION 31
T50N R9E OF THE N.M.P.M.
CITY OF SALIDA,
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 00°18'32" E	30.00'
L2	N 43°00'16" E	39.66'
L3	N 43°00'16" E	87.26'
L4	N 01°29'04" E	23.08'
L5	N 00°18'32" E	26.96'
L6	N 43°00'16" E	67.86'
L7	N 43°00'16" E	37.50'
L8	N 43°00'16" E	25.69'
L9	N 01°29'04" E	6.38'
L10	N 01°29'04" E	16.70'
L11	N 88°31'21" W	1.95'
L12	S 88°31'21" E	37.50'
L13	N 88°31'21" W	37.50'
L14	N 88°31'21" W	13.62'
L15	S 00°50'05" W	14.81'
L16	S 00°50'05" W	20.00'
L17	N 35°43'42" E	71.08'
L18	N 01°29'04" E	15.45'
L19	N 35°43'42" E	55.10'
L20	N 69°59'47" E	119.05'
L21	N 90°00'00" E	29.23'
L22	N 69°59'47" E	97.44'
L23	S 01°29'04" W	117.44'
L24	S 88°30'56" E	46.53'
L25	S 01°29'04" W	8.96'
L26	N 49°05'05" E	42.28'
L27	N 31°40'00" E	83.08'
L28	S 01°29'04" W	71.80'
L29	N 30°19'10" W	54.23'
L30	N 70°51'22" W	84.72'
L31	N 88°31'21" W	109.31'
L32	N 01°28'39" E	90.00'

AREA TABLE	
LOTS	4.19 ACRES (182,743.5 SQ.FT.)
STREETS	1.13 ACRES (49,110.9 SQ.FT.)
TOTAL	5.32 ACRES (231,854.4 SQ.FT.)



1 1/2" ALUMINUM CAP
ON A #5 REBAR
L5 16117
DISTURBED-
S 88°31'21" E
414.91'

1 1/2" ALUMINUM CAP
ON A #5 REBAR
L5 16117

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.83'	61.51'	42°41'44"	S 25°00'00" E	44.78'
C2	12.37'	60.00'	11°48'53"	N 37°05'50" E	12.35'
C3	31.11'	60.00'	29°42'19"	N 16°20'14" E	30.76'
C4	20.83'	60.00'	19°53'18"	N 08°27'35" W	20.72'
C5	37.72'	60.00'	36°00'57"	N 36°24'42" W	37.10'
C6	35.71'	60.00'	34°06'06"	N 71°28'14" W	35.19'

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH, THE FEE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LOCATED WITHIN 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: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1" ALUMINUM CAP STAMPED L5 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 31 BEARS SOUTH 88°35'32" EAST, A DISTANCE OF 1261.06 FEET; THENCE SOUTH 88°40'42" EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPED L5 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO. 471356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING, CONTAINING 5.32 ACRES

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, ROADWAY AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

WEST END MAJOR SUBDIVISION
IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF ____ 2021

BY: KRISHNA CLEE QUICK UPCHURCH _____ BY: TORY UPCHURCH _____

COUNTY OF CHAFFEE)
) SS.
STATE OF COLORADO)

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 _____

ACKNOWLEDGMENT OF LIEN HOLDER

_____, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE _____ DATE _____

COUNTY OF _____)
) SS.
STATE OF _____)

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2021, BY _____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____

CITY ADMINISTRATOR APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA ADMINISTRATOR THIS ____ DAY OF ____ 2021.

ADMINISTRATOR, CITY OF SALIDA _____

CITY OF SALIDA ACCEPTANCE

THE UNDERSIGNED CHAIR OF THE PLANNING COMMISSION OF THE CITY OF SALIDA, COLORADO, DOES HEREBY ACKNOWLEDGE AND ACCEPT THIS MAJOR SUBDIVISION PLAT. DATED THIS ____ DAY OF ____ 2021.

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA _____

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 "L5 1776" HAVING A BEARING OF NORTH 89°41'28" WEST.
- 2) ZONE: MEDIUM DENSITY RESIDENTIAL (R-2)
- 3) 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 THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT

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 _____

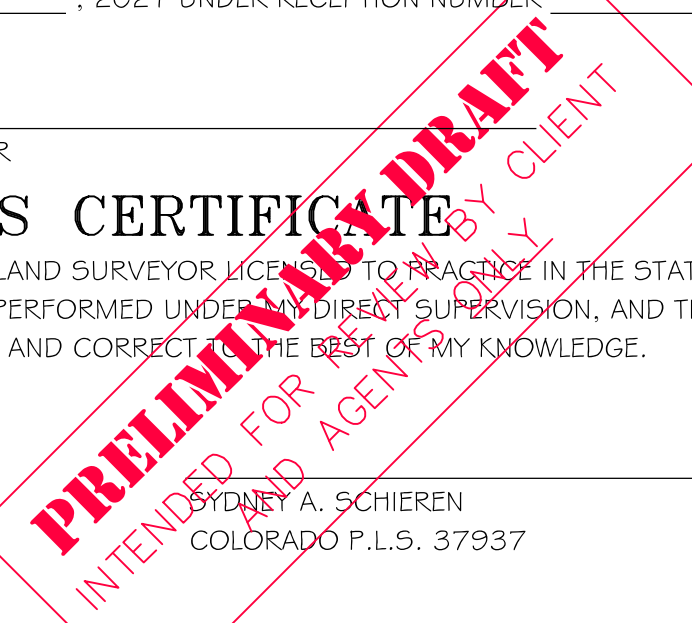
CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT ____ M. ON THIS ____ DAY OF ____ 2021 UNDER RECEPTION NUMBER _____.

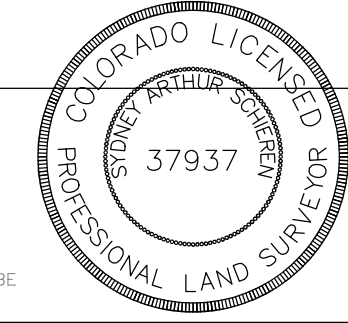
CHAFFEE COUNTY CLERK AND RECORDER _____

LAND SURVEYOR'S CERTIFICATE

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



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



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 AGREEMENT CONTAINED HEREON.

REVISED: JULY 30, 2021
AUGUST 24, 2021

WEST END MAJOR SUBDIVISION
LOCATED IN THE SE 1/2 SW 1/4 OF SECTION 31
T50N R9E OF THE N.M.P.M.
CITY OF SALIDA,
CHAFFEE COUNTY, COLORADO

JOB # 20165
DATE: JULY 21, 2021
SHEET 1 OF 1

LANDMARK SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

JULY 13, 2021

Upchurch Subdivision

Drainage Report

BILL HUSSEY
Crabtree Group Inc.
Salida, Colorado
Project No. #20036

Contents

1 Introduction..... 1

2 Existing Conditions..... 1

3 Soils..... 1

4 Precipitation 2

5 Runoff Analysis 2

6 Conclusion 2

Appendix A 1

Appendix B 1

Appendix C 1

1 INTRODUCTION

Upchurch subdivision is a development of 24 lots on 5.3 acres of former agricultural land. At final buildout, the development will contain streets, single family homes, duplexes, and multiplexes possibly up to five units.

2 EXISTING CONDITIONS

The subject site slopes from west to east at approximately 2%. There are several abandoned irrigation ditches and no natural channels. Existing flow patterns on site consist of sheet flow from west to east. The parcel is surrounded by existing paved roads. Low-density development to the west of the subject property does not generate significant stormwater runoff. Therefore, the analysis area for this drainage study will extend only to the crowns of the surrounding roads.



FIGURE 1 - VICINITY MAP (SITE OUTLINED IN YELLOW)

The subject property currently discharges sheet flow onto the residential properties to the east.

3 SOILS

Information for the on-site soils was obtained from the USDA Web Soil Survey (U.S. Department of Agriculture, n.d.). The drainage analysis area soils are St. Elmo gravelly sandy loam. The St. Elmo series of

soils are assigned to hydraulic Soils Group A. The site Soils information is summarized in Table 1 below, and included in Appendix A.

4 PRECIPITATION

Precipitation amounts for the Design Storms was obtained from the NOAA precipitation frequency estimates for the subject area. NOAA precipitation data for the site is included in Appendix B.

5 RUNOFF ANALYSIS

The runoff Analysis was performed utilizing the methods described in the Natural Resources Conservation Service (NRCS) Technical Release #55 (TR-55), with a Type II storm distribution. Impervious areas and existing ground cover of the site was estimated from site survey. Impervious area and ground cover for the proposed conditions were estimated from the site plan. Runoff Calculations are summarized in Table 3 below and included in Appendix C.

TABLE 3

	Runoff (cfs)				
	2-yr	10-yr	25-yr	50-yr	100-yr
Pre-Developed	.177	.927	1.996	3.073	4.360
Post-Developed	.709	2.709	4.255	5.698	7.276
Difference	.532	1.782	2.259	2.625	2.916

The analysis shows that the proposed addition use will have an impact to the stormwater flows in the vicinity of the project. Calculations were performed to determine the amount of storm water storage that is required to mitigate the calculated increase in stormwater. These calculations indicate that 4,990 cubic feet of on-site detention would be required to mitigate the increase in peak runoff for the 25-year, 24-hour design storm event, in compliance with the City of Salida Land Use Code.

6 CONCLUSION

Modeling results indicate the proposed improvements will increase runoff from the site during from the site during the design storm event. To mitigate the increase in runoff, calculations show that a detention volume 4,990 cubic feet would be required to maintain the historic flow rates for the 25-year design storm. Improvements to the site include 5,000 cubic feet of detention.

Appendix A



NOAA Atlas 14, Volume 8, Version 2
Location name: Salida, Colorado, USA*
Latitude: 38.5355°, Longitude: -106.0172°
Elevation: 7190.52 ft**
 * source: ESRI Maps
 ** source: USGS



Item 8.

POINT PRECIPITATION FREQUENCY ESTIMATES

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

NOAA, National Weather Service, Silver Spring, Maryland

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

PF tabular

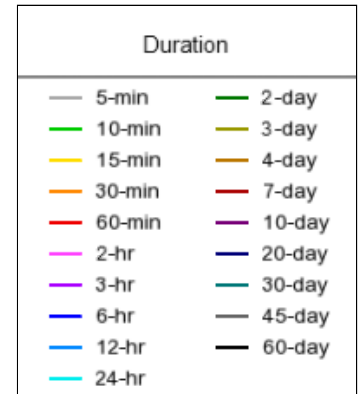
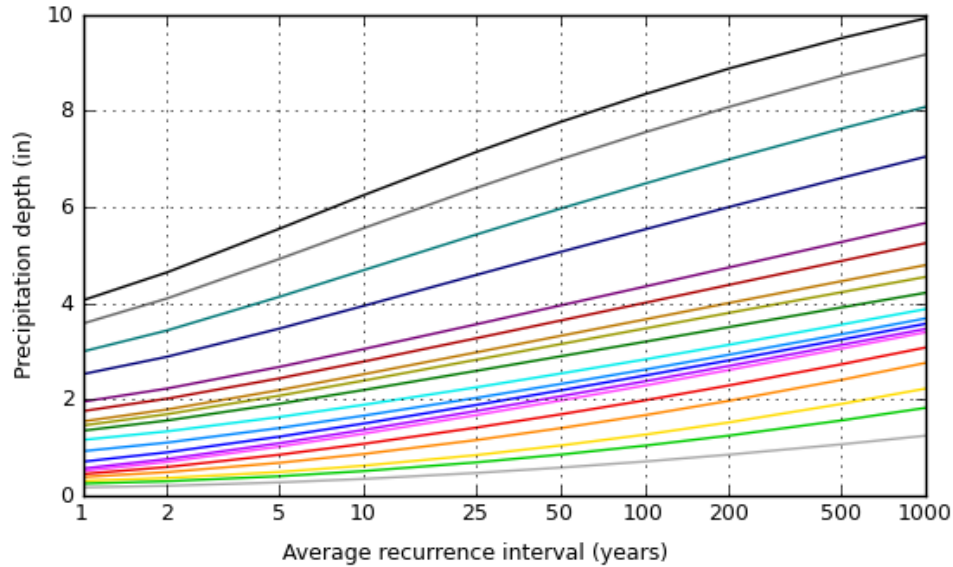
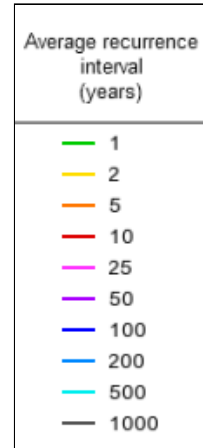
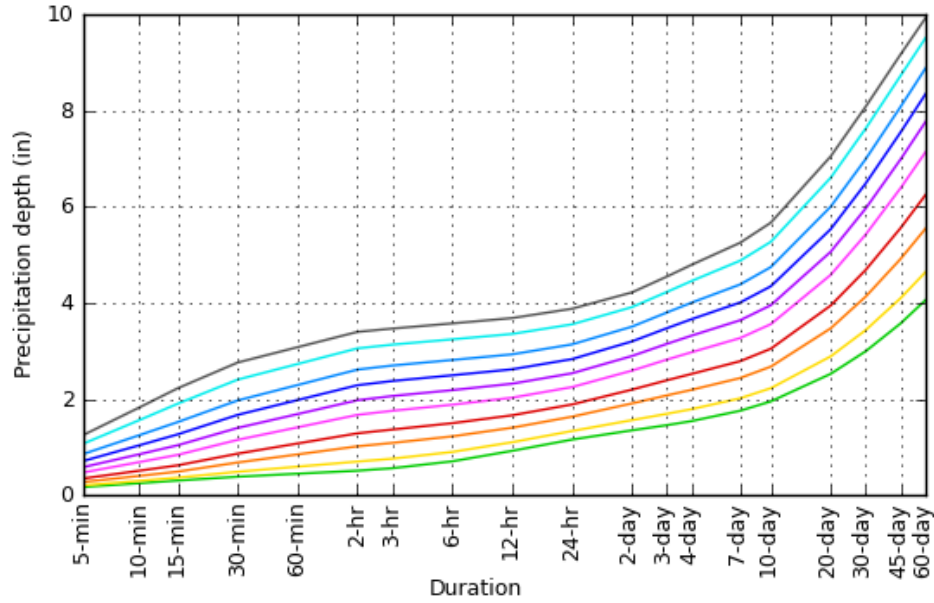
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.172 (0.135-0.224)	0.206 (0.161-0.268)	0.276 (0.216-0.361)	0.349 (0.271-0.459)	0.472 (0.364-0.673)	0.583 (0.435-0.836)	0.710 (0.509-1.04)	0.854 (0.585-1.29)	1.07 (0.701-1.66)	1.25 (0.789-1.93)
10-min	0.252 (0.198-0.328)	0.301 (0.236-0.392)	0.404 (0.316-0.528)	0.512 (0.397-0.671)	0.691 (0.533-0.986)	0.854 (0.636-1.22)	1.04 (0.745-1.53)	1.25 (0.857-1.89)	1.56 (1.03-2.42)	1.83 (1.16-2.83)
15-min	0.308 (0.242-0.400)	0.368 (0.288-0.478)	0.493 (0.385-0.644)	0.624 (0.485-0.819)	0.842 (0.650-1.20)	1.04 (0.776-1.49)	1.27 (0.909-1.86)	1.52 (1.05-2.30)	1.91 (1.25-2.96)	2.23 (1.41-3.45)
30-min	0.387 (0.304-0.503)	0.490 (0.384-0.638)	0.683 (0.534-0.892)	0.867 (0.673-1.14)	1.15 (0.880-1.62)	1.40 (1.04-1.99)	1.67 (1.19-2.44)	1.97 (1.35-2.96)	2.41 (1.58-3.71)	2.76 (1.75-4.28)
60-min	0.450 (0.353-0.585)	0.596 (0.467-0.776)	0.851 (0.665-1.11)	1.08 (0.837-1.42)	1.41 (1.07-1.96)	1.69 (1.24-2.37)	1.98 (1.41-2.86)	2.29 (1.56-3.41)	2.73 (1.78-4.19)	3.08 (1.95-4.78)
2-hr	0.512 (0.407-0.657)	0.702 (0.557-0.901)	1.02 (0.806-1.31)	1.29 (1.01-1.67)	1.67 (1.27-2.27)	1.98 (1.47-2.72)	2.29 (1.64-3.24)	2.61 (1.79-3.81)	3.06 (2.01-4.59)	3.40 (2.18-5.19)
3-hr	0.564 (0.452-0.718)	0.762 (0.610-0.970)	1.09 (0.870-1.39)	1.37 (1.09-1.76)	1.76 (1.34-2.36)	2.07 (1.54-2.81)	2.38 (1.71-3.32)	2.70 (1.86-3.89)	3.13 (2.08-4.66)	3.47 (2.24-5.25)
6-hr	0.707 (0.574-0.887)	0.902 (0.731-1.13)	1.23 (0.990-1.54)	1.50 (1.20-1.90)	1.88 (1.46-2.49)	2.19 (1.65-2.93)	2.50 (1.82-3.44)	2.81 (1.97-3.99)	3.24 (2.18-4.75)	3.57 (2.34-5.32)
12-hr	0.925 (0.760-1.14)	1.10 (0.907-1.37)	1.41 (1.15-1.75)	1.66 (1.35-2.08)	2.03 (1.60-2.64)	2.32 (1.78-3.06)	2.62 (1.94-3.55)	2.93 (2.08-4.10)	3.36 (2.28-4.84)	3.69 (2.44-5.40)
24-hr	1.16 (0.966-1.41)	1.34 (1.11-1.63)	1.64 (1.36-2.00)	1.89 (1.56-2.32)	2.25 (1.80-2.87)	2.54 (1.97-3.29)	2.83 (2.13-3.78)	3.14 (2.25-4.31)	3.56 (2.45-5.04)	3.88 (2.60-5.59)
2-day	1.35 (1.14-1.62)	1.56 (1.32-1.88)	1.91 (1.61-2.30)	2.20 (1.84-2.66)	2.59 (2.09-3.24)	2.90 (2.28-3.68)	3.20 (2.43-4.18)	3.51 (2.55-4.72)	3.91 (2.73-5.43)	4.22 (2.87-5.97)
3-day	1.46 (1.24-1.74)	1.70 (1.44-2.02)	2.08 (1.76-2.48)	2.39 (2.02-2.87)	2.82 (2.29-3.50)	3.15 (2.50-3.97)	3.47 (2.66-4.49)	3.80 (2.78-5.07)	4.23 (2.97-5.81)	4.55 (3.11-6.38)
4-day	1.54 (1.32-1.83)	1.79 (1.53-2.12)	2.19 (1.87-2.61)	2.53 (2.14-3.01)	2.98 (2.43-3.66)	3.32 (2.65-4.15)	3.66 (2.82-4.71)	4.01 (2.95-5.30)	4.46 (3.15-6.08)	4.79 (3.30-6.67)
7-day	1.76 (1.52-2.06)	2.02 (1.74-2.36)	2.44 (2.10-2.86)	2.79 (2.39-3.29)	3.27 (2.70-3.98)	3.64 (2.93-4.50)	4.01 (3.12-5.09)	4.38 (3.26-5.73)	4.88 (3.49-6.57)	5.25 (3.65-7.21)
10-day	1.95 (1.70-2.27)	2.23 (1.94-2.59)	2.68 (2.32-3.12)	3.05 (2.63-3.56)	3.56 (2.96-4.29)	3.95 (3.21-4.84)	4.35 (3.41-5.47)	4.75 (3.56-6.15)	5.27 (3.79-7.04)	5.67 (3.97-7.71)
20-day	2.53 (2.23-2.88)	2.89 (2.55-3.30)	3.47 (3.06-3.98)	3.95 (3.45-4.54)	4.58 (3.86-5.42)	5.06 (4.17-6.09)	5.53 (4.39-6.83)	6.00 (4.56-7.63)	6.60 (4.81-8.64)	7.05 (5.01-9.41)
30-day	3.00 (2.67-3.39)	3.44 (3.06-3.89)	4.13 (3.67-4.69)	4.69 (4.14-5.35)	5.42 (4.60-6.34)	5.97 (4.94-7.09)	6.49 (5.18-7.91)	6.99 (5.35-8.77)	7.63 (5.60-9.86)	8.08 (5.79-10.7)
45-day	3.58 (3.22-4.01)	4.10 (3.68-4.60)	4.92 (4.40-5.53)	5.56 (4.95-6.29)	6.39 (5.45-7.38)	6.99 (5.83-8.21)	7.55 (6.08-9.10)	8.08 (6.22-10.0)	8.73 (6.45-11.1)	9.17 (6.62-12.0)
60-day	4.06 (3.67-4.52)	4.64 (4.20-5.18)	5.55 (5.00-6.20)	6.25 (5.59-7.01)	7.14 (6.12-8.17)	7.77 (6.51-9.04)	8.34 (6.75-9.96)	8.88 (6.87-10.9)	9.51 (7.06-12.0)	9.93 (7.21-12.9)

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

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PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 38.5355°, Longitude: -106.0172°

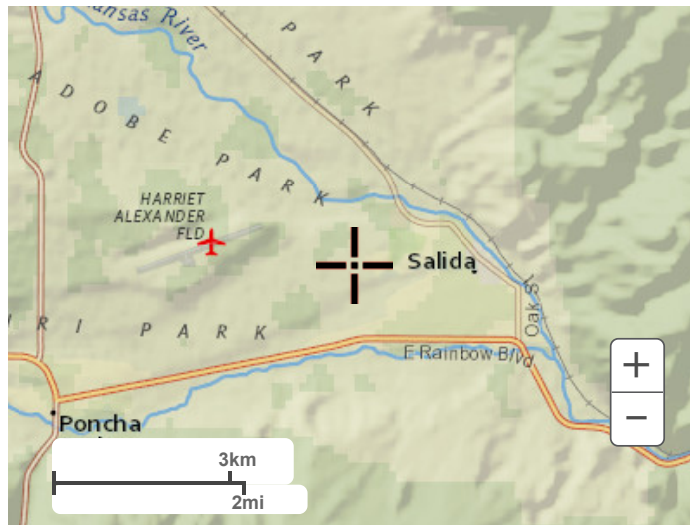


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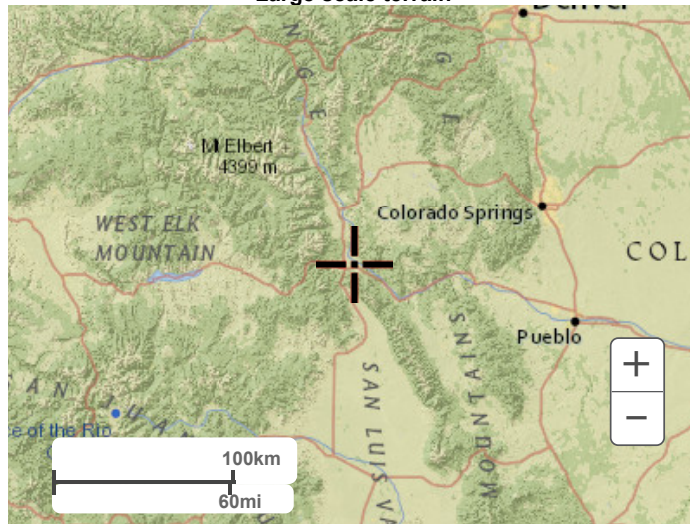
Maps & aerials

Small scale terrain

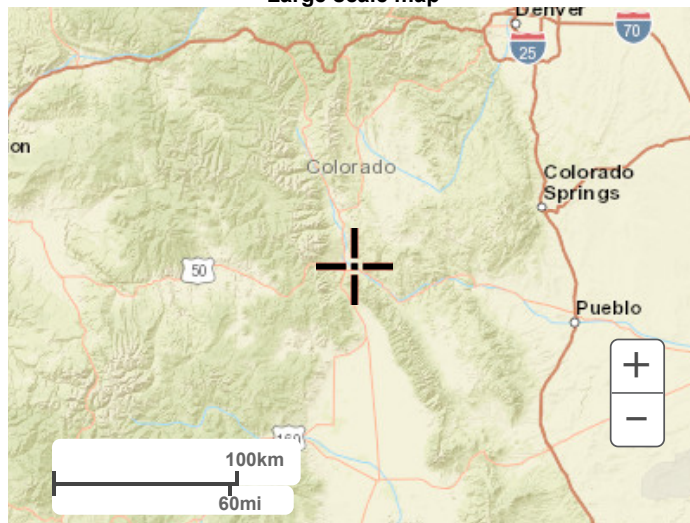
Item 8.



Large scale terrain

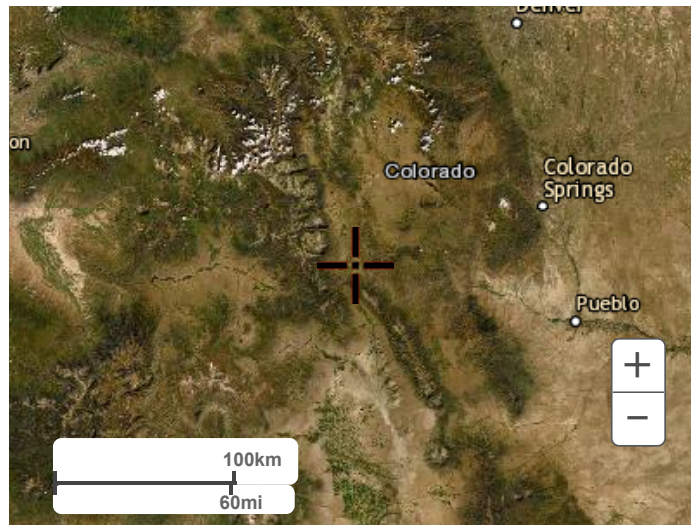


Large scale map



Large scale aerial

Item 8.



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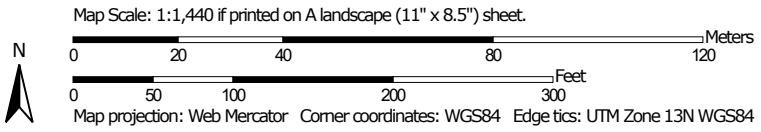
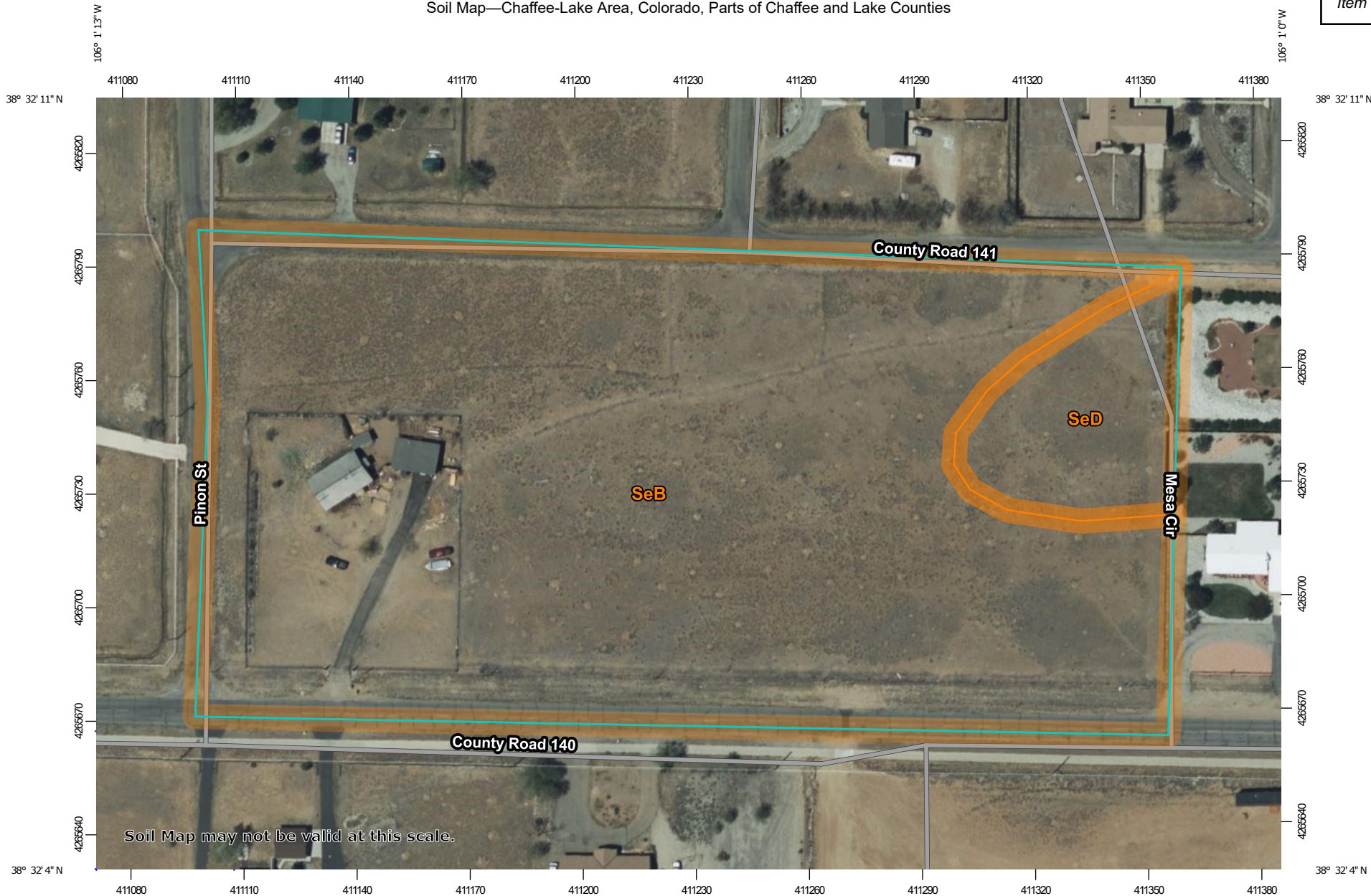
[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

Appendix B


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

Item 8.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils





 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

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

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

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

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

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

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

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

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

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

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
SeB	St. Elmo gravelly sandy loam, 1 to 3 percent slopes	7.4	91.7%
SeD	St. Elmo gravelly sandy loam, 3 to 9 percent slopes	0.7	8.3%
Totals for Area of Interest		8.1	100.0%

Chaffee-Lake Area, Colorado, Parts of Chaffee and Lake Counties

SeB—St. Elmo gravelly sandy loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: jq9c
Elevation: 7,000 to 9,000 feet
Mean annual precipitation: 11 to 15 inches
Frost-free period: 60 to 100 days
Farmland classification: Not prime farmland

Map Unit Composition

St. elmo and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of St. Elmo

Setting

Landform: Fan terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous, coarse-textured gravelly alluvium and/or calcareous, coarse-textured gravelly outwash

Typical profile

H1 - 0 to 10 inches: gravelly sandy loam
H2 - 10 to 20 inches: gravelly loamy sand, cobbly loamy sand
H2 - 10 to 20 inches: very gravelly sand, very cobbly sand
H3 - 20 to 60 inches:
H3 - 20 to 60 inches:

Properties and qualities

Slope: 1 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 40 percent
Available water capacity: Low (about 5.1 inches)

Interpretive groups

Land capability classification (irrigated): 6s
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: R048AY316CO

Hydric soil rating: No

Data Source Information

Soil Survey Area: Chaffee-Lake Area, Colorado, Parts of Chaffee and Lake Counties

Survey Area Data: Version 13, Jun 5, 2020

Appendix C

DRAINAGE CALCULATIONS

Project Name: Upchurch Subdivision

Project #: 20036

Location: Salida, CO

Client Name: Tory Upchurch

Client Address: _____

Client Phone #: _____

Prepared By: WBH

Date: 7/13/2021

Checked by: WBH

Date: 7/13/2021

Area Name: _____

Storm Return Period (yr)	24-hour Rainfall Amount (in.)
2	1.34
5	1.64
10	1.89
25	2.25
50	2.54
100	2.83

Source:

NOAA ATLAS 14

Rainfall Distribution: _____

II

MINIMUM DETENTION CALCULATIONS

1. Data:

Drainage area $A_m = 0.0126$ mi.²
 Rainfall distribution II

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

2. Frequency yr

25	100
----	-----

3. Peak Inflow

discharge q_i cfs

4.255	7.276
-------	-------

(from Post-Developed worksheet)

4. Peak outflow

discharge q_p cfs

1.996	4.360
-------	-------

(from Pre-Developed worksheet)

5. Compute q_p/q_i

0.47	0.60
------	------

6. V_s/V_r

0.29	0.24
------	------

$(V_s/V_r = C_0 + C_1(q_0/q_i) + C_2(q_0/q_i)^2 + C_3(q_0/q_i)^3)$

7. Runoff, Q

0.59	0.95
------	------

(from Post-Developed worksheet)

8. Runoff Vol. V_r cu-ft

17,264	28,007
--------	--------

$(V_r = QA_m 53.33)$

9. Storage vol, V_s cu-ft

4,990	6,750
-------	-------

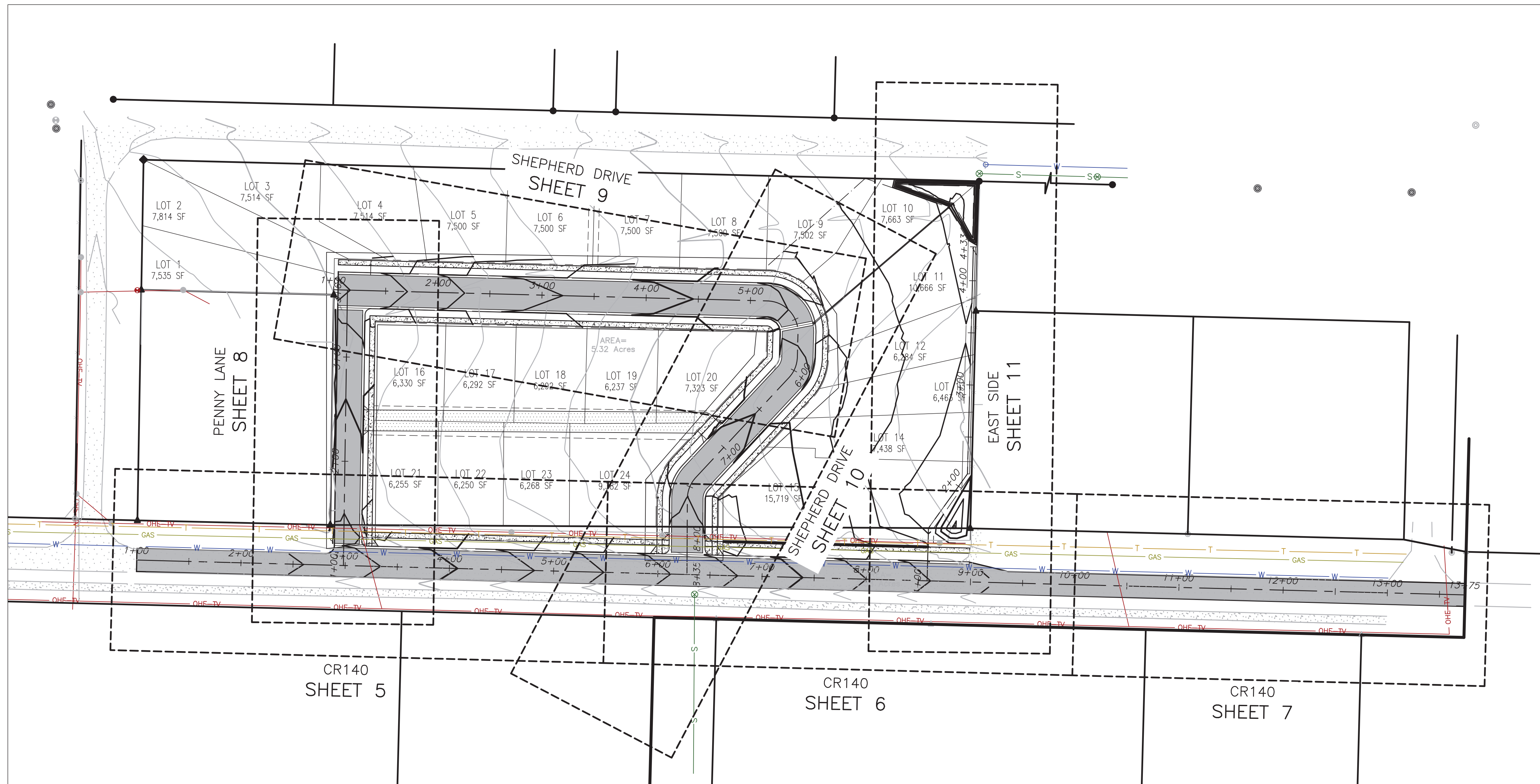
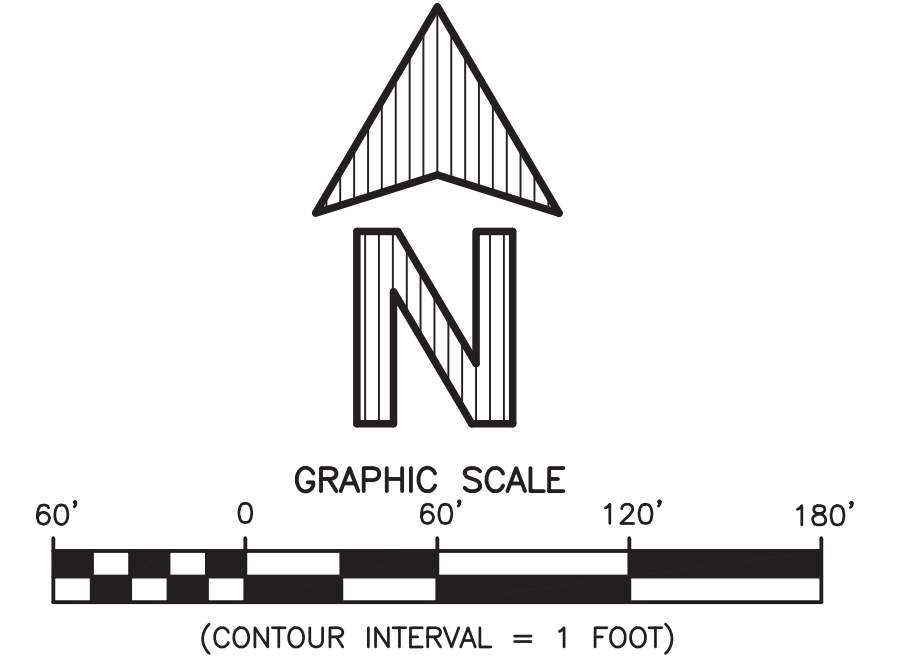
10. Maximum storage E_{max}

--	--

(from plot)

UPCHURCH SUBDIVISION STREET PLANS

SALIDA, CO
AUGUST, 2021



INDEX MAP

SCALE: 1"=60' AT 24X36"

STREET NOTES:

- THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - GRADATION AND PROCTOR TEST FOR THE BASE COURSE MATERIAL.
 - ASPHALT MIX DESIGN STAMPED BY A PROFESSIONAL ENGINEER.
 - CONCRETE MIX DESIGN.
- ASPHALT PAVEMENT SHALL BE GRADE PG58-28 (S OR SX GRADING), PLACED IN ACCORDANCE WITH CDOT STANDARD SPECIFICATIONS, SECTION 401, UNLESS NOTED OTHERWISE. IF THE MIX IS NOT ON THE CDOT APPROVED PRODUCTS LIST, THE CONTRACTOR SHALL SUBMIT A MIX DESIGN TO THE PROJECT ENGINEER FOR APPROVAL.
- CONCRETE FOR CURBS, GUTTERS, EDGING, CROSSPANS, ETC. SHALL BE "CLASS B" IN CONFORMANCE WITH CDOT STANDARD SPECIFICATIONS, SECTION 601 "STRUCTURAL CONCRETE". ALL CONCRETE SHALL BE CURED WITH CURING COMPOUND, CONFORMING TO AASHTO M148, IMMEDIATELY AFTER FINISHING.
- CONCRETE SHALL CONTAIN FIBER REINFORCEMENT COMPLYING WITH ASTM C1116 AT A RATE OF 1.5 LBS PER CUBIC YARD, UNLESS NOTED OTHERWISE.
- PRIOR TO PLACEMENT OF AGGREGATE BASE COURSE OR ROAD SURFACING MATERIAL, SUBGRADE SHALL BE PREPARED BY REMOVING ALL ORGANICS, DEBRIS, OR OTHER DELETERIOUS MATERIAL, SCARIFYING, AND RECOMPACTING A MINIMUM OF 1 FT. DEPTH. COMPACTION WILL BE VERIFIED BY WHEEL ROLL TESTING.
- AGGREGATE BASE COURSE SHALL BE CDOT CLASS 6, COMPACTED TO A MINIMUM OF 95% PER ASTM D1557 (MODIFIED PROCTOR), AND PLACED IN MAXIMUM LIFTS OF 6" (COMPACTED THICKNESS).
- ASPHALT PAVING SHALL BE LAID IN LIFTS NOT TO EXCEED 3" UNLESS NOTED OTHERWISE.
- ALL JOINTS BETWEEN NEW ASPHALT AND EXISTING ASPHALT AND/OR CONCRETE SHALL BE TACKED WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) AT A MINIMUM RATE OF 0.1 GALLONS PER SQUARE YARD. TACKING OF JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE STREET PAVING AND WILL NOT BE PAID FOR SEPARATELY.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PERSONNEL AND DEVICES REQUIRED FOR THE PROJECT. ACCESS TO PRIVATE PROPERTIES SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. TRAFFIC CONTROL IS CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND SHALL NOT BE PAID SEPARATELY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF PAVEMENT FAILING TO MEET THE PROJECT SPECIFICATIONS.
- CONCRETE SIDEWALKS, CURBS AND GUTTERS SHALL HAVE CONTROL JOINTS, SPACED AT A MAXIMUM OF 10' ON-CENTER, ALONG THE LONGITUDINAL LENGTH. CONTROL JOINTS MUST BE HAND FORMED OR SAWCUT WITHIN 24 HOURS OF INITIAL CONCRETE PLACEMENT. EXPANSION JOINTS SHALL BE FORMED, UTILIZING 1/2" PREFORMED EXPANSION JOINT FILLER, AT A MAXIMUM INTERVAL OF 300' AND AT ALL FIXED STRUCTURES.
- CONTRACTOR SHALL PROVIDE THE CITY OF SALIDA WITH NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK THAT WILL IMPACT THE PUBLIC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL VALVE BOXES, MANHOLES, AND OTHER STRUCTURES TO GRADE PRIOR TO OR DURING PAVING OPERATIONS.
- CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, PUBLIC WORKS DEPARTMENT, AND/OR TESTING AGENCIES A MINIMUM OF 2 WORKING DAYS PRIOR TO REQUESTED INSPECTION AND/OR TESTING TIMES.
- THE FOLLOWING SHALL BE CONSIDERED MANDATORY INSPECTION POINTS AND WORK SHALL NOT PROGRESS BEYOND THOSE POINTS WITHOUT OBTAINING WRITTEN APPROVAL OF THE ENGINEER:
 - SUBGRADE PLACEMENT AND COMPACTION PRIOR TO BASE PLACEMENT.
 - AGGREGATE BASE COURSE PLACEMENT AND COMPACTION PRIOR TO PAVING.
 - CONCRETE FORM-WORK AND REINFORCING PRIOR TO CONCRETE PLACEMENT.
 - STRING LINING OF BASE COURSE PRIOR TO PAVING OPERATIONS.
- CONTRACTOR SHALL SWEEP THE STREET AND CLEAN THE JOBSITE OF ALL EXCESS ASPHALT MATERIAL, CONCRETE, AND OTHER DELETERIOUS MATERIAL WITHIN 48 HOURS AFTER PAVING COMPLETION.

UPCHURCH SUBDIVISION - STREET PLANS

ISSUED FOR REVIEW 8/26/21


PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
 TORY UPCHURCH
 2112 ANN ARBOR AVE
 AUSTIN, TX 78704
 PHONE: 512-826-6152

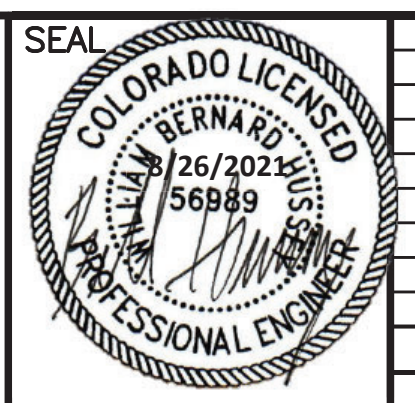
PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:

 **CRABTREE GROUP INC.**
 ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
 SALIDA, CO 81201 OJAI, CA 93023
 PH: 719-539-1875 PH: 719-221-1799



DATE	BY	MARK	REVISION AGENCY

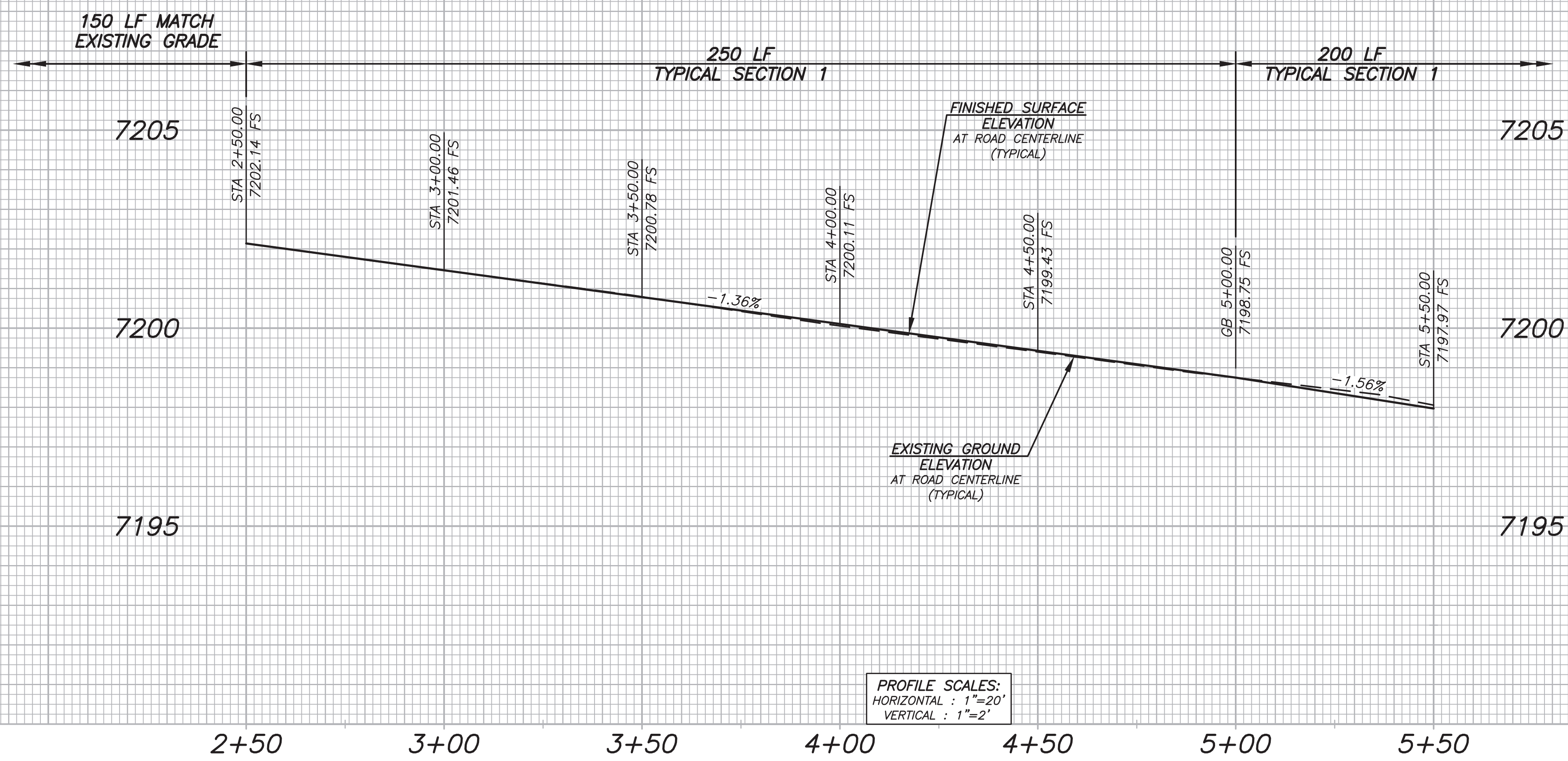
CITY OF SALIDA

DESIGNED BY: WBH
 DRAWN BY: BH, CA
 CHECKED BY: BH, TV
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 DATE: AUG. 2021

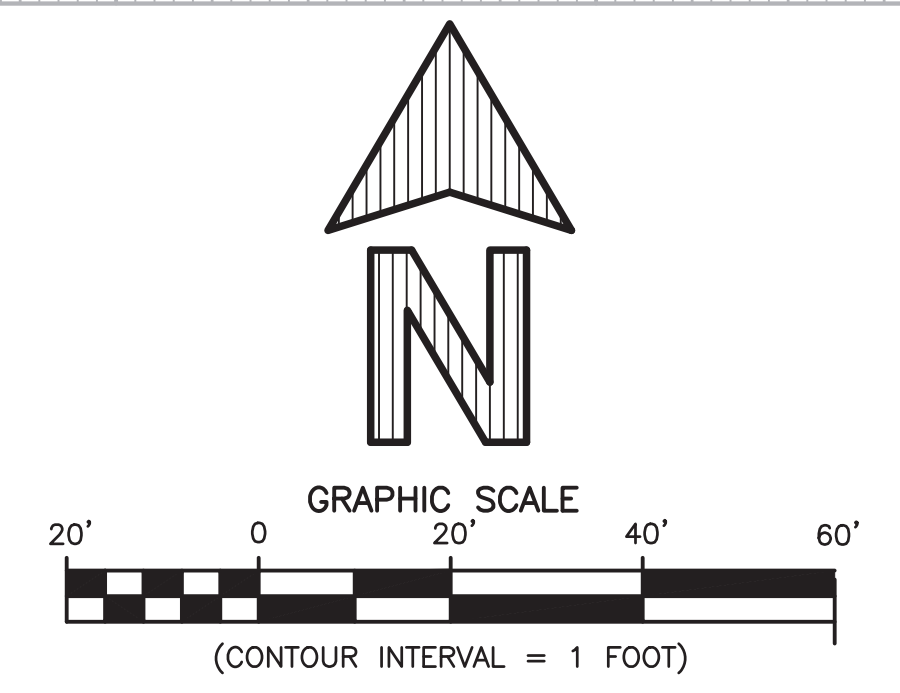
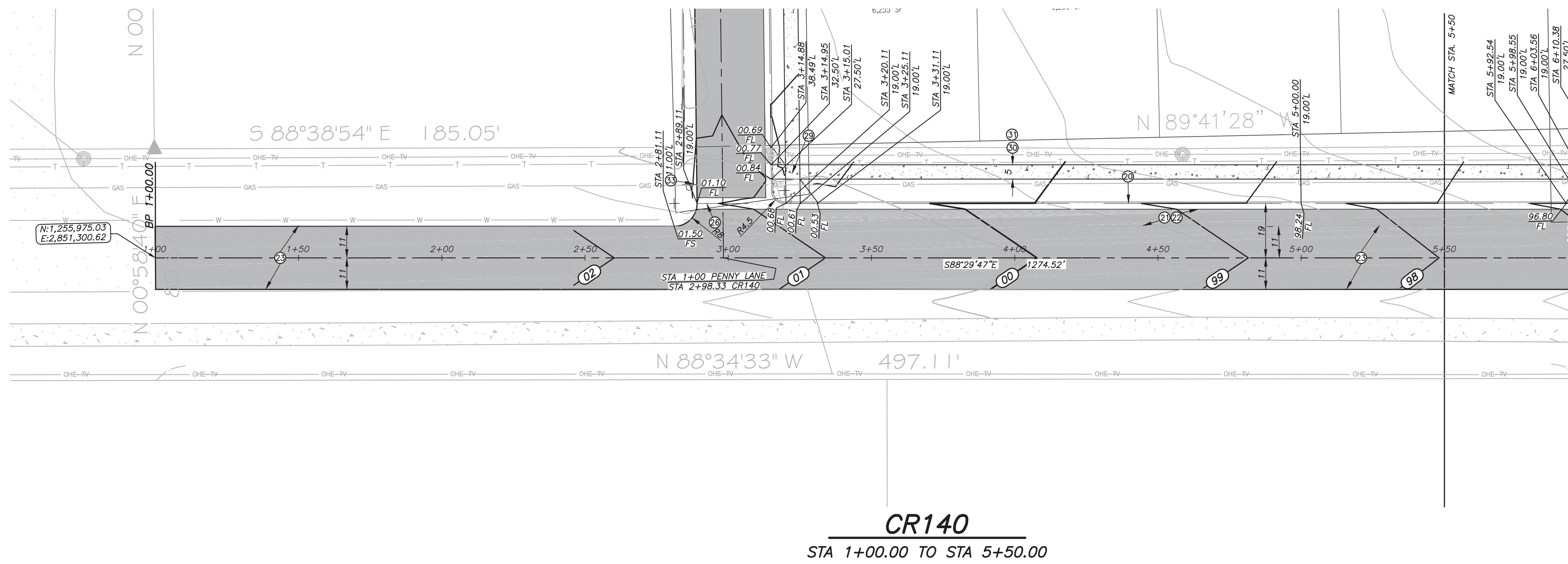
APPROVED BY: _____
 AGENCY HEAD: _____ DATE: _____
 BENCHMARK: #5 REBAR TOP ELEVATION 7197.46
 N: 1255995.191 E: 2851670.743

UPCHURCH SUBDIVISION
 SALIDA, CO
STREET PLANS
STREET COVER
 SHEET INDEX MAP, STREET NOTES

SHEET NO. **2**
 OF 22 SHEETS.
 PROJECT NO. **20036**



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



- CONSTRUCTION NOTES:**
- 20 FURNISH AND INSTALL 30" CURB AND GUTTER, 6" CURB HEIGHT
 - 21 FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)
 - 22 FURNISH AND INSTALL 3" THICK ASPHALT
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 - 24 FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY
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 - 27 FURNISH AND INSTALL CONCRETE SPANDREL
 - 28 2 WAY ADA CURB RAMP
 - 29 FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)
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 - 33 FURNISH AND INSTALL R1-1 STOP SIGN

CR140
 STA 1+00.00 TO STA 5+50.00

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
 TORY UPCHURCH
 2112 ANN ARBOR AVE
 AUSTIN, TX 78704
 PHONE: 512-826-6152

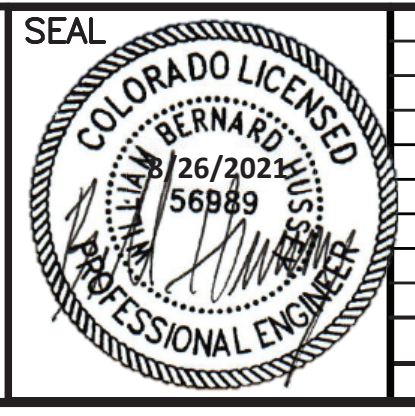
PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799



DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

DESIGNED BY WBH APPROVED BY: _____
 DRAWN BY BH, CA
 CHECKED BY BH, TV AGENCY HEAD DATE _____

SCALE 1"=20' BENCHMARK: #5 REBAR TOP ELEVATION 7197.46 N: 1255995.191 E: 2851670.743

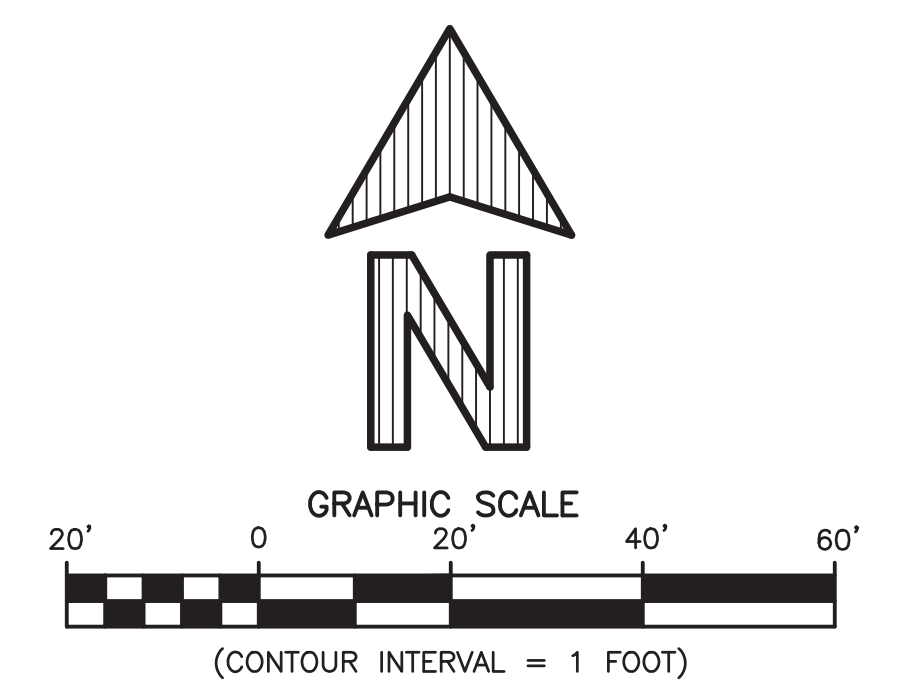
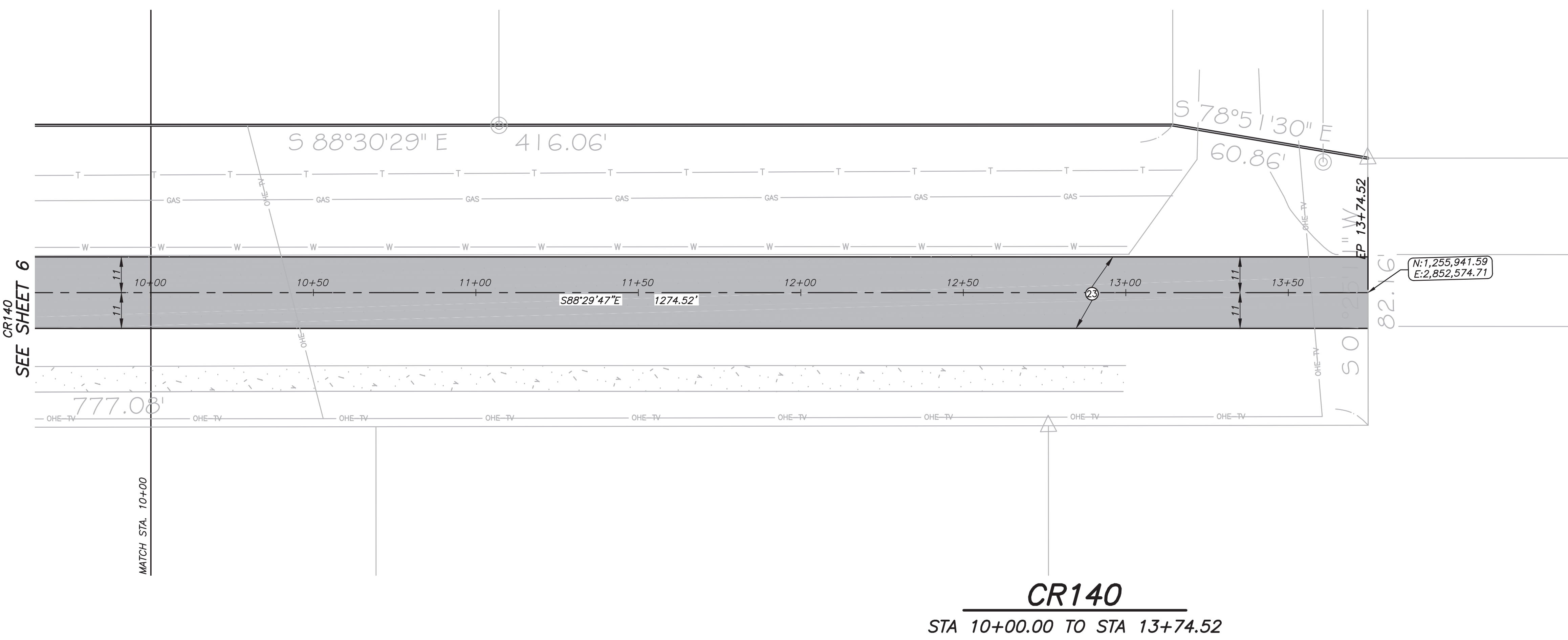
DATE AUG. 2021 REVISION AGENCY

UPCHURCH SUBDIVISION
 SALIDA, CO
STREET PLAN AND PROFILE
CR140
 STA 1+00.00 TO STA 5+50.00

SHEET NO. **5**
 OF 22 SHTS.
 PROJECT NO. 20036

ISSUED FOR REVIEW 8/26/21

MATCH EXISTING GRADES



- CONSTRUCTION NOTES:**
- 20 FURNISH AND INSTALL 30" CURB AND GUTTER, 6" CURB HEIGHT
 - 21 FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)
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 - 26 FURNISH AND INSTALL 4' CROSSSPAN
 - 27 FURNISH AND INSTALL CONCRETE SPANDREL
 - 28 2 WAY ADA CURB RAMP
 - 29 FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)
 - 30 FURNISH AND INSTALL #1-THICK CONCRETE SIDEWALK

CR140
STA 10+00.00 TO STA 13+74.52

ISSUED FOR REVIEW 8/26/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
TORY UPCHURCH
2112 ANN ARBOR AVE
AUSTIN, TX 78704
PHONE: 512-826-6152

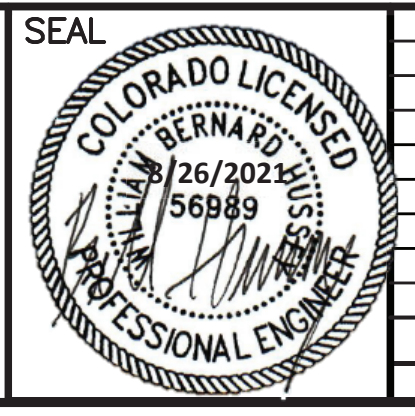
PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
SALIDA, CO 81201 OJAI, CA 93023
PH: 719-539-1875 PH: 719-221-1799



DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

DESIGNED BY: WBH APPROVED BY: _____
DRAWN BY: BH, CA
CHECKED BY: BH, TV AGENCY HEAD DATE _____

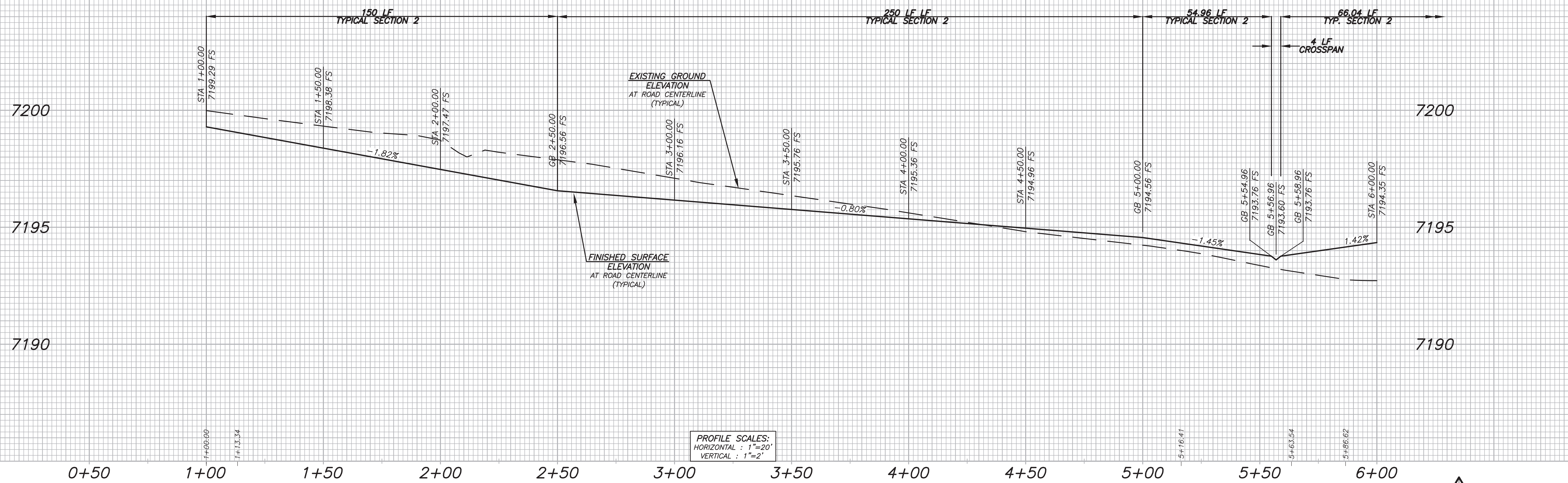
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DATE: AUG. 2021

BENCHMARK: #5 REBAR TOP ELEVATION
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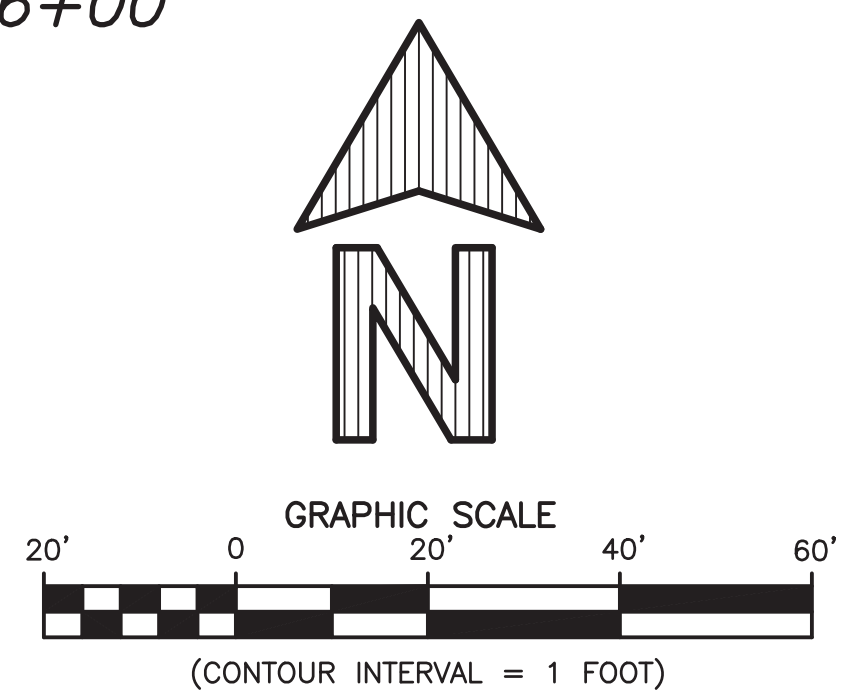
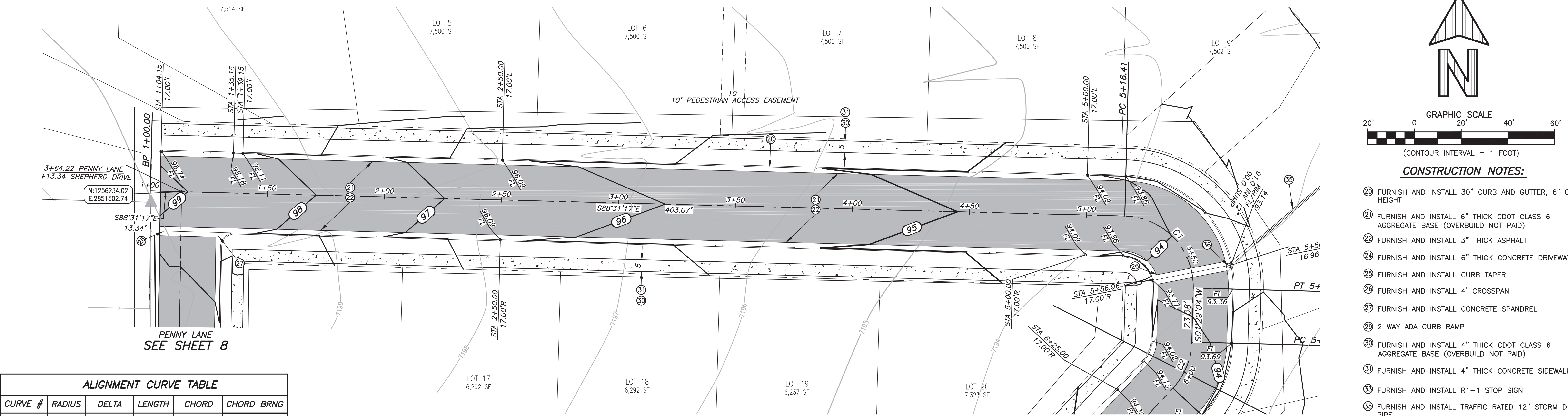
UPCHURCH SUBDIVISION
SALIDA, CO

STREET PLAN AND PROFILE
CR140
STA 10+00.00 TO STA 13+74.52

SHEET NO. **7**
OF **22** SHTS.
PROJECT NO. **20036**



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'



- CONSTRUCTION NOTES:**
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 - 21 FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)
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 - 31 FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK
 - 33 FURNISH AND INSTALL R1-1 STOP SIGN
 - 35 FURNISH AND INSTALL TRAFFIC RATED 12" STORM DRAIN PIPE.
 - 36 FURNISH AND INSTALL 18" NYLOPLAST DRAIN BASIN WITH STANDARD CURB INLET, H2O RATED.

ALIGNMENT CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	30.00	090°00'21"	47.13	42.43'	S43°31'06"E
C2	30.00	041°31'12"	21.74	21.27'	S22°14'40"W
C3	30.00	042°41'44"	22.36	21.84'	S21°39'24"W

SHEPHERD DRIVE
STA 1+00.00 TO STA 6+00.00

SEE SHEET 10
SHEPHERD DRIVE

ISSUED FOR REVIEW 8/26/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
TORY UPCHURCH
2112 ANN ARBOR AVE
AUSTIN, TX 78704
PHONE: 512-826-6152

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

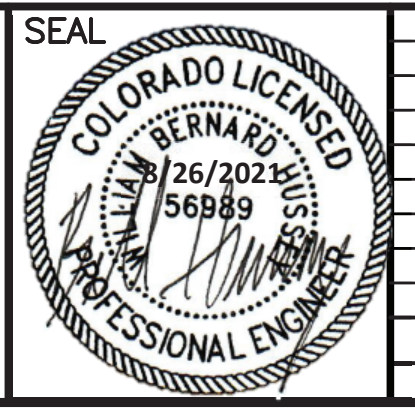
WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

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

918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799



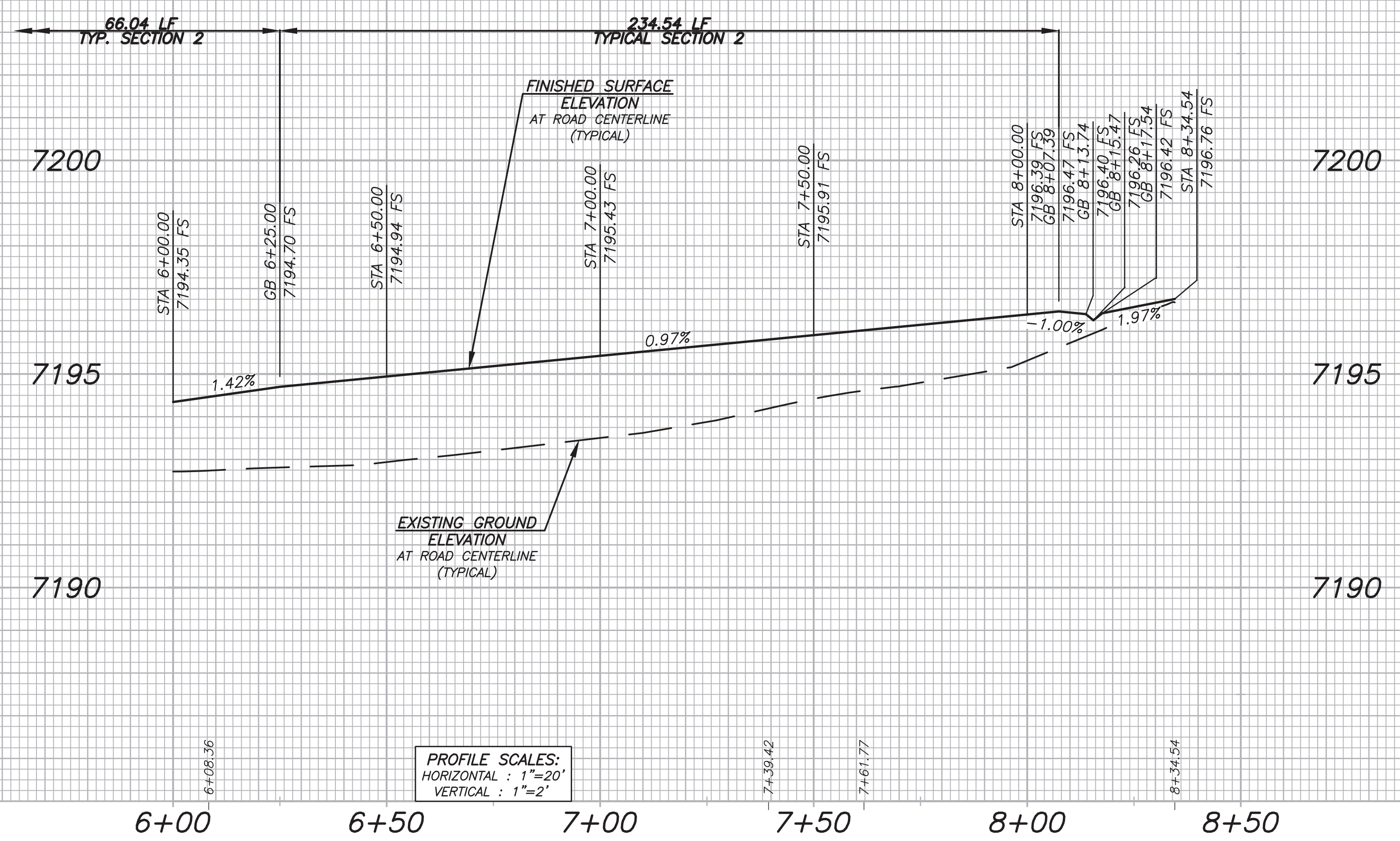
DATE	BY	MARK	REVISIONS

CITY OF SALIDA

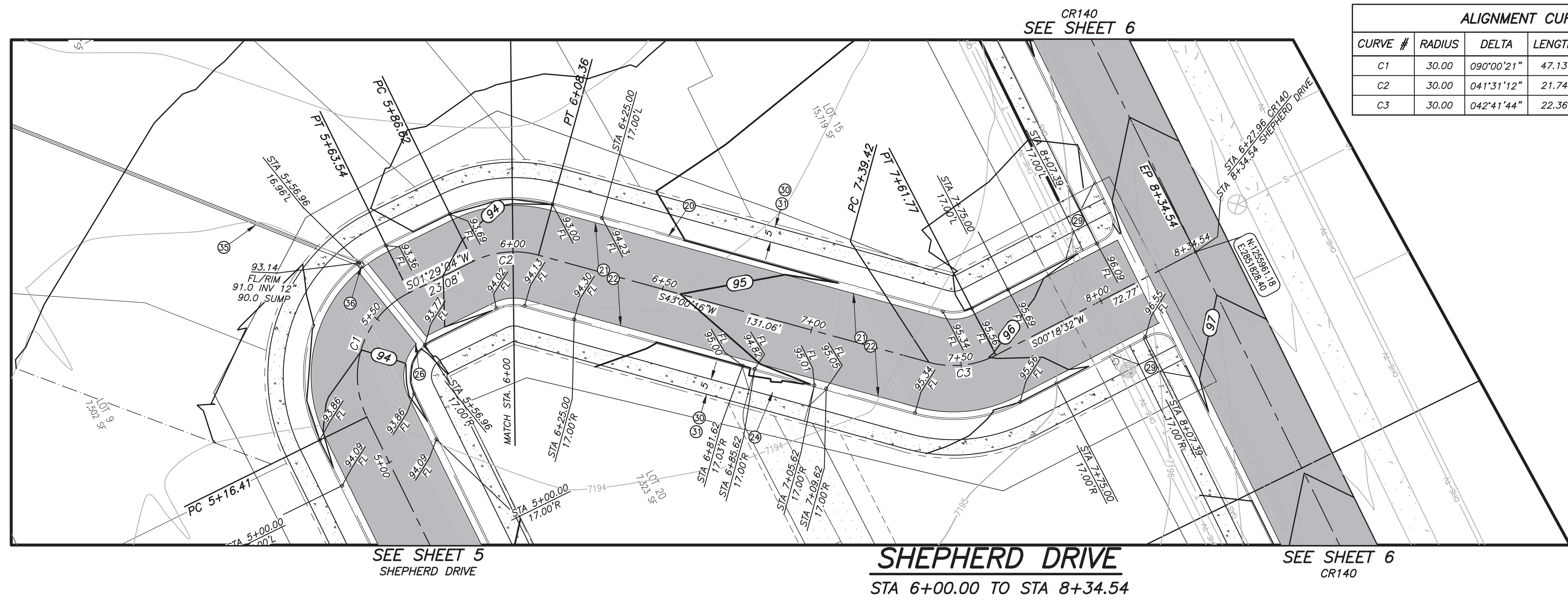
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DRAWN BY: BH, CA
CHECKED BY: BH, TV AGENCY HEAD: _____ DATE: _____
SCALE: 1"=20' BENCHMARK: #5 REBAR TOP ELEVATION 7197.46 N: 1255995.191 E: 2851670.743
DATE: AUG. 2021

UPCHURCH SUBDIVISION
SALIDA, CO
STREET PLAN AND PROFILE
SHEPHERD DRIVE
STA 1+00.00 TO STA 6+00.00

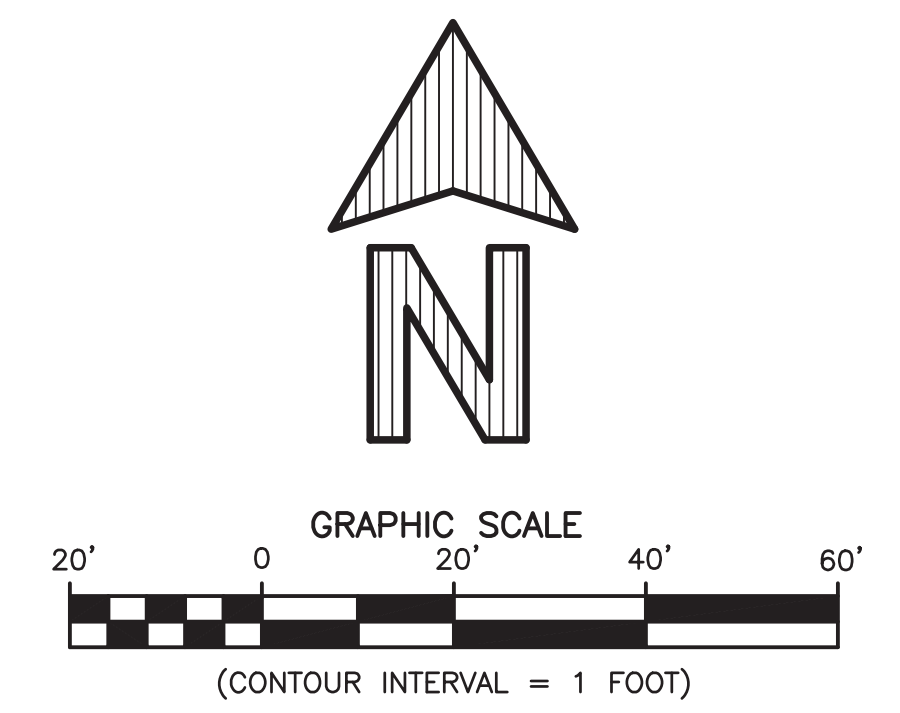
SHEET NO. **9**
OF 22 SHEETS
PROJECT NO. 20036



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'



ALIGNMENT CURVE TABLE					
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- 36 FURNISH AND INSTALL 18" NYLOPLAST DRAIN BASIN WITH STANDARD CURB INLET, H20 RATED.

ISSUED FOR REVIEW 8/26/21

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PHONE: 512-826-6152

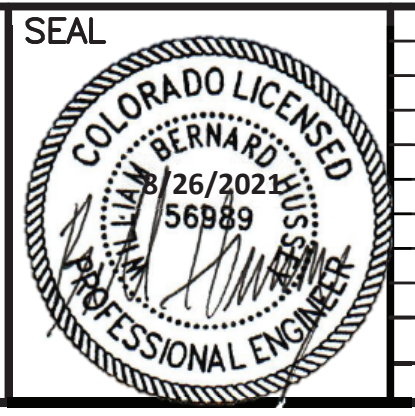
PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

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

918 CUYAMA ROAD
OJAI, CA 91328
PH: 719-221-1799



DATE	BY	MARK	REVISIONS

CITY OF SALIDA

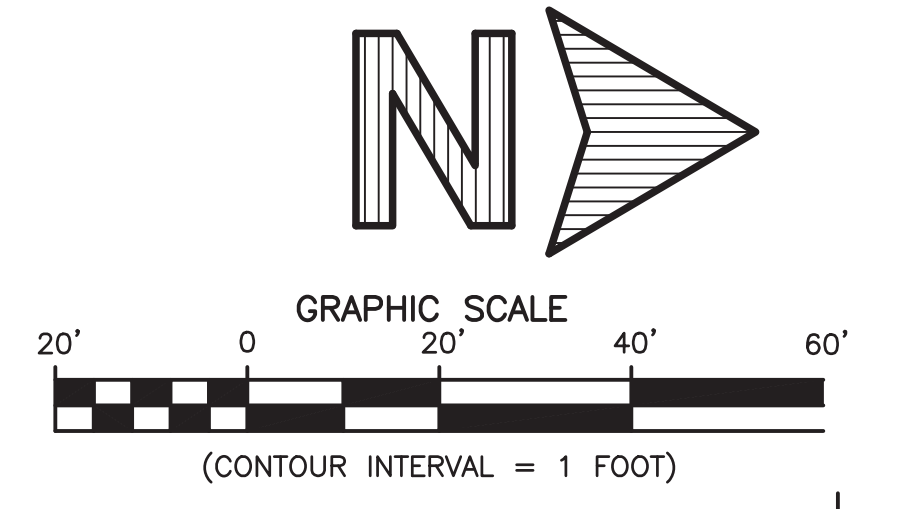
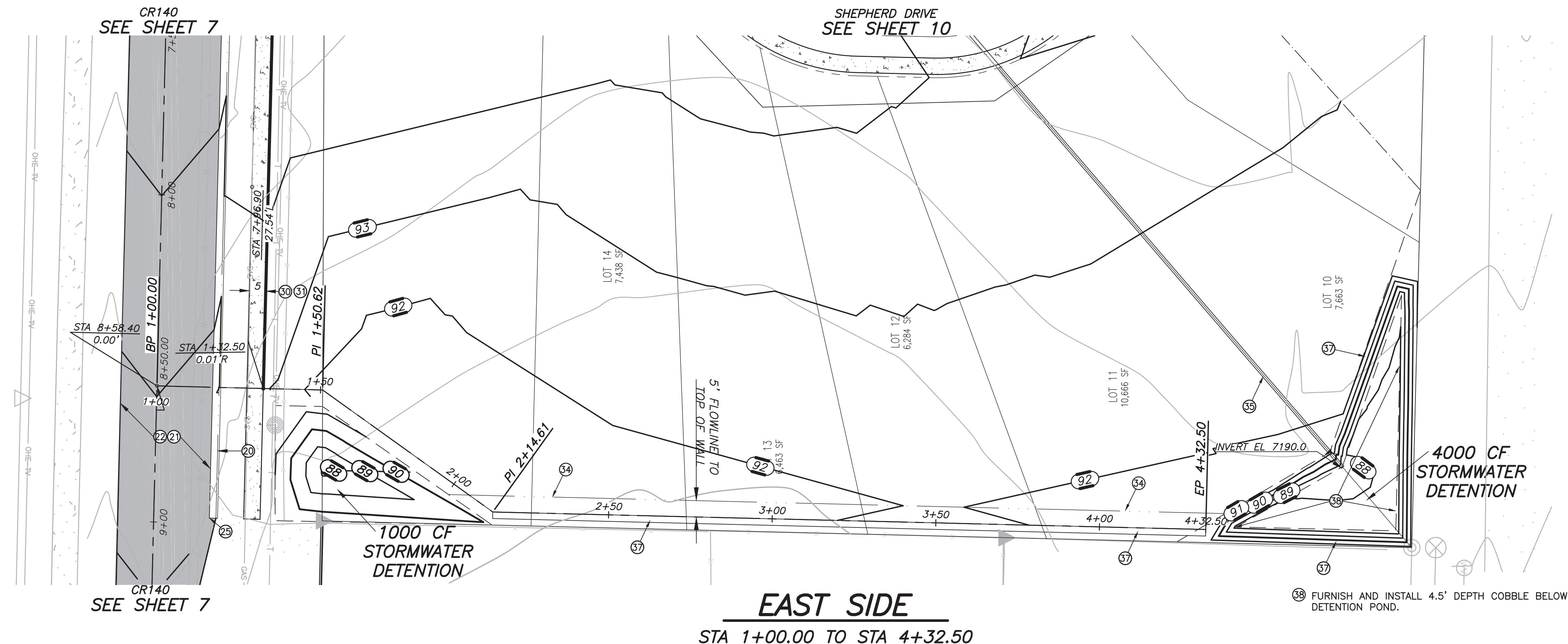
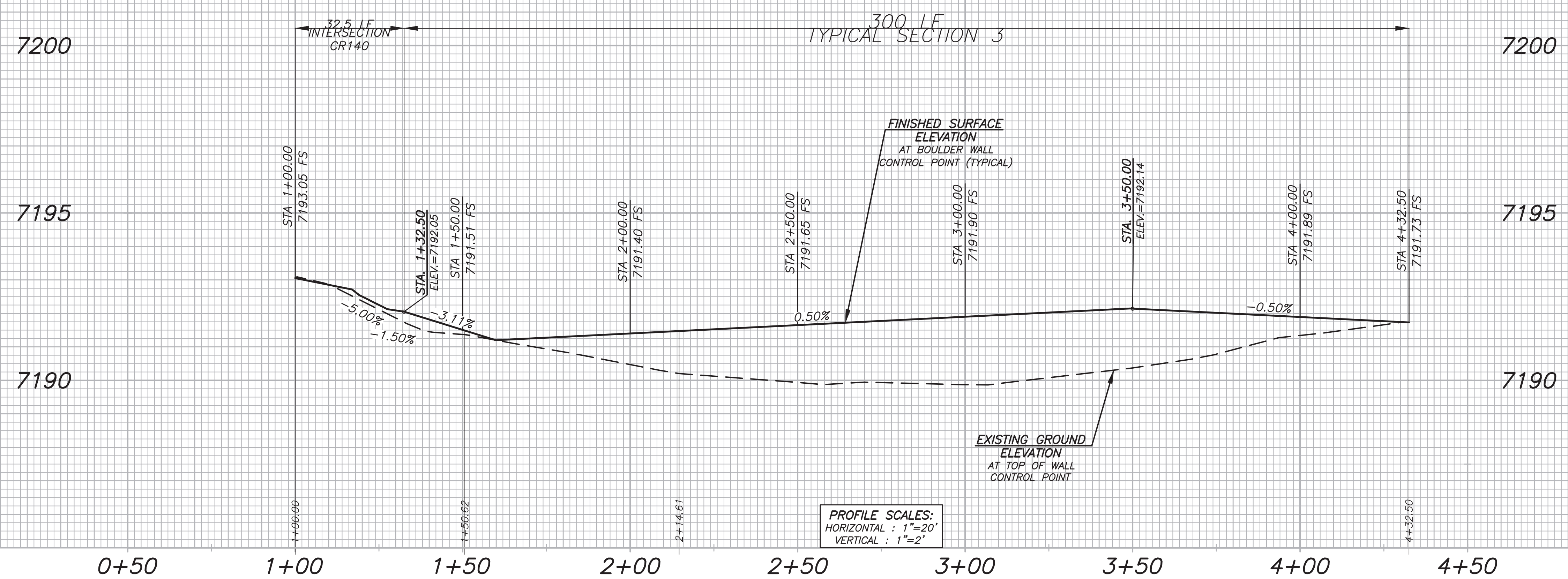
DESIGNED BY **WBH** APPROVED BY: _____
DRAWN BY **BH, CA**
CHECKED BY **BH, TV** AGENCY HEAD DATE _____

SCALE **1"=20'** BENCHMARK: #5 REBAR TOP ELEVATION
7197.46 N 1255995.191 E 2851670.743

DATE **AUG. 2021**

UPCHURCH SUBDIVISION
SALIDA, CO
STREET PLAN AND PROFILE
SHEPHERD DRIVE
STA 6+00.00 TO STA 8+34.54

SHEET NO. **10**
OF **22** SHTS.
PROJECT NO. **20036**




- CONSTRUCTION NOTES:**
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 - 29 2 WAY ADA CURB RAMP
 - 30 FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)
 - 31 FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK
 - 34 GRADE DIRT SWALE
 - 35 FURNISH AND INSTALL TRAFFIC RATED 12" STORM DRAIN PIPE.
 - 37 FURNISH AND INSTALL BOULDER RETAINING WALL.

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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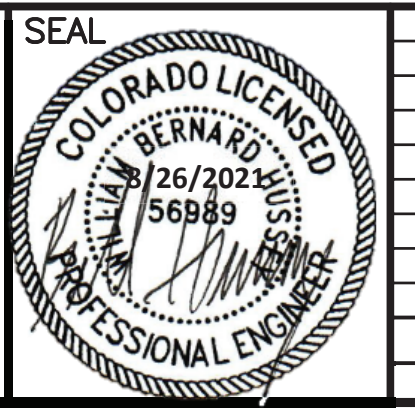
PREPARED FOR:
 TORY UPCHURCH
 2112 ANN ARBOR AVE
 AUSTIN, TX 78704
 PHONE: 512-826-6152

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:
 **CRABTREE GROUP INC.**
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799



DATE	BY	MARK	ENGINEER

REVISIONS

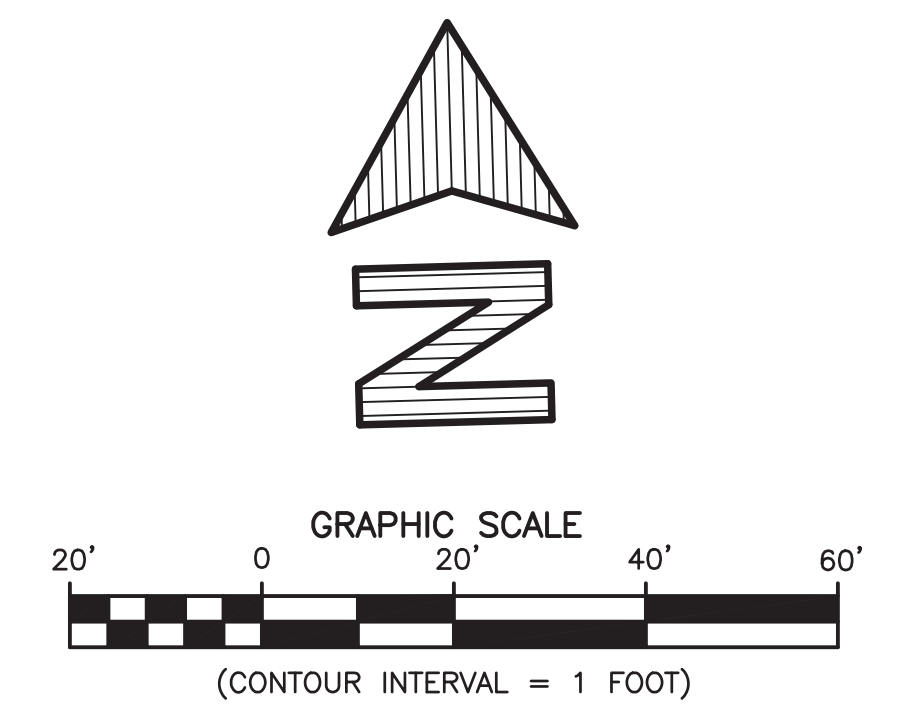
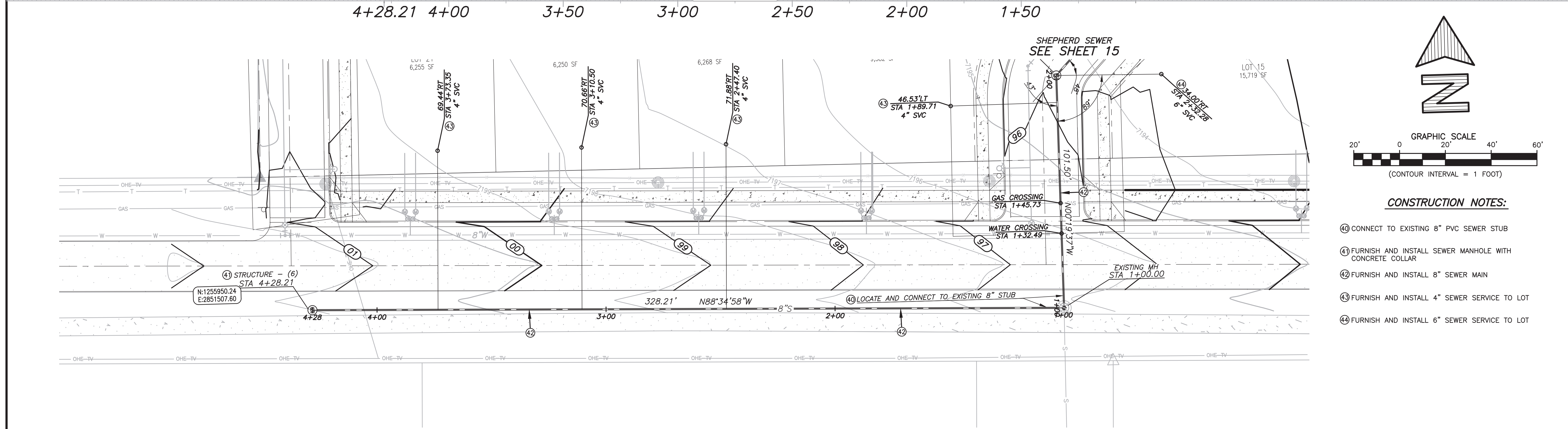
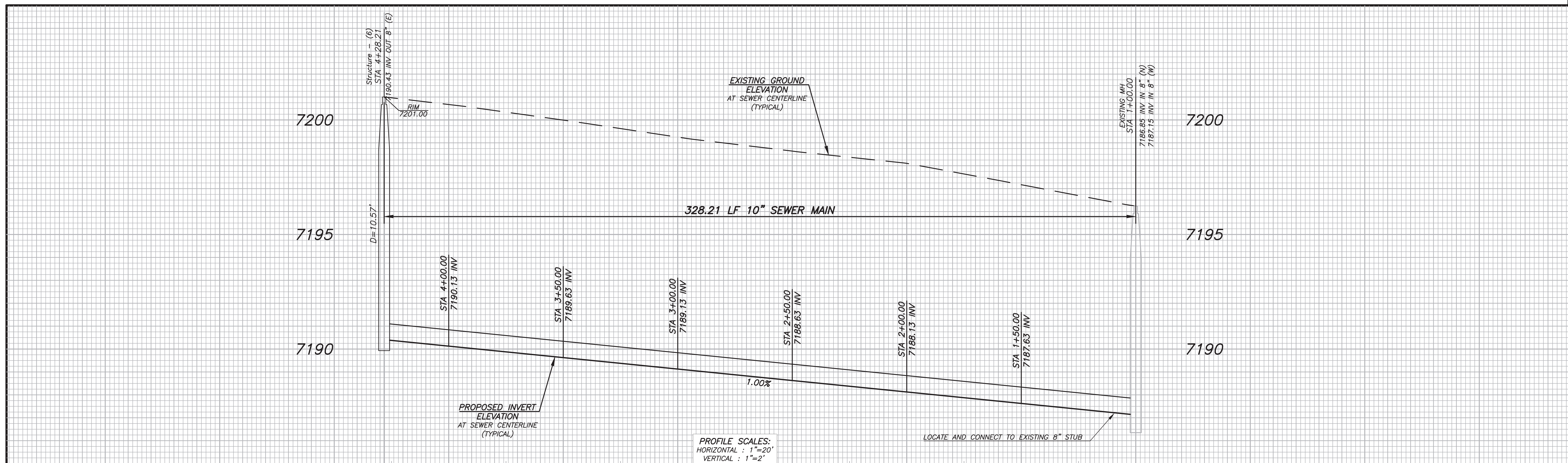
APPR.	DATE	REVISION AGENCY

CITY OF SALIDA

DESIGNED BY WBH APPROVED BY: _____
 DRAWN BY BH, CA
 CHECKED BY BH, TV AGENCY HEAD DATE _____
 SCALE 1"=20' BENCHMARK: #5 REBAR TOP ELEVATION 7197.46 N: 1255995.191 E: 2851670.743
 DATE AUG. 2021

UPCHURCH SUBDIVISION
 SALIDA, CO
STREET PLAN AND PROFILE
EAST SIDE
 STA 1+00.00 TO STA 4+32.50

SHEET NO. **11**
 OF 22 SHTS.
 PROJECT NO. **20036**



- CONSTRUCTION NOTES:**
- ④ CONNECT TO EXISTING 8" PVC SEWER STUB
 - ④ FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR
 - ④ FURNISH AND INSTALL 8" SEWER MAIN
 - ④ FURNISH AND INSTALL 4" SEWER SERVICE TO LOT
 - ④ FURNISH AND INSTALL 6" SEWER SERVICE TO LOT

CR140 SEWER
STA 1+00.00 TO STA 4+28.21

ISSUED FOR REVIEW 8/26/21

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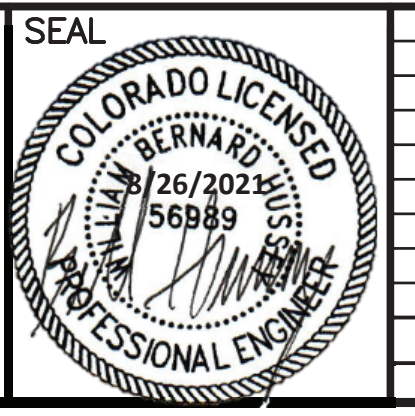
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L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
SALIDA, CO 81201 OJAI, CA 93029
PH: 719-539-1875 PH: 719-221-1799



DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

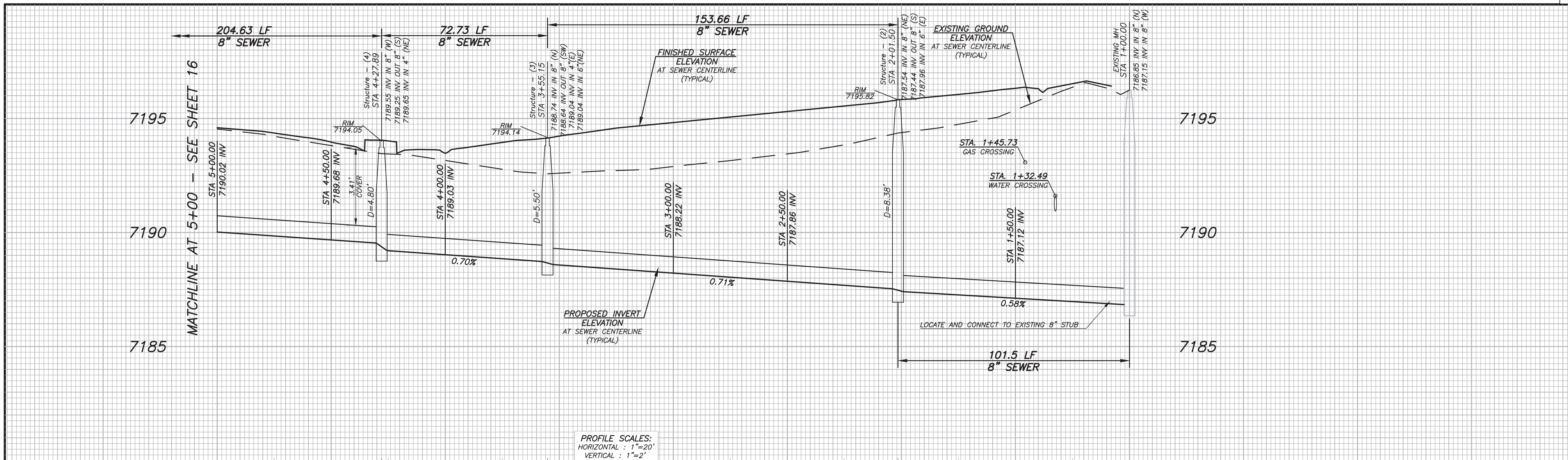
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DRAWN BY: BH, CA AGENCY HEAD DATE _____
CHECKED BY: BH, TV

SCALE: 1"=20'
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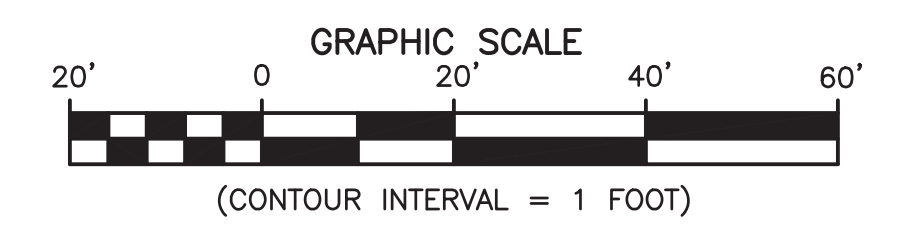
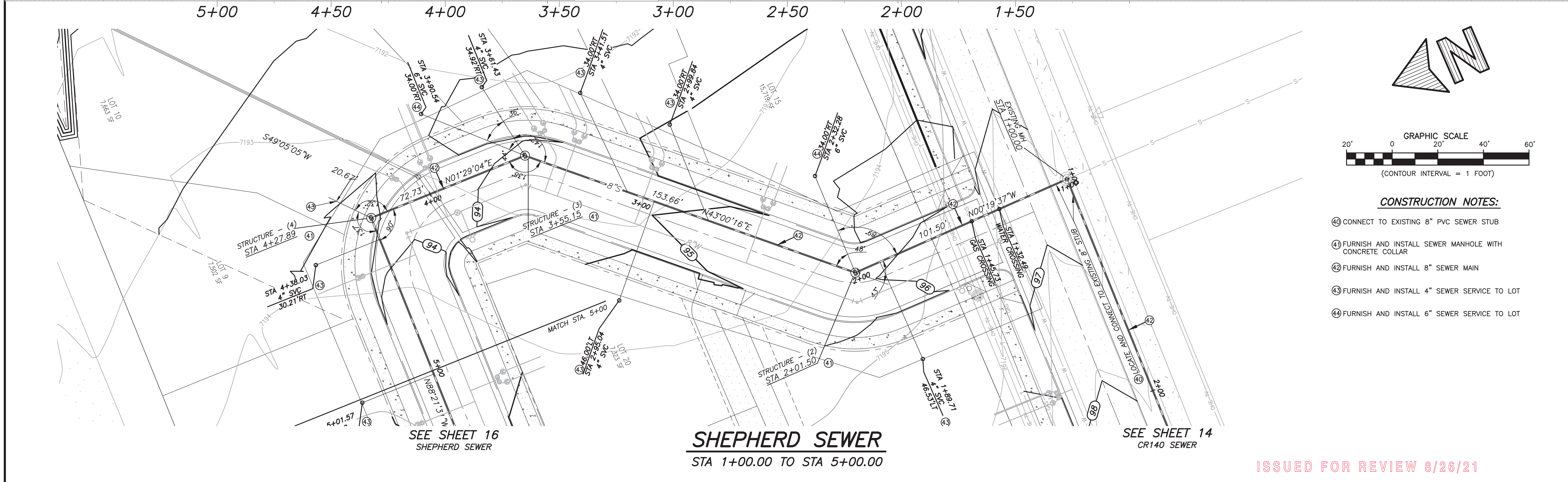
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UPCHURCH SUBDIVISION
SALIDA, CO
SEWER PLAN AND PROFILE
CR140 SEWER
STA 1+00.00 TO STA 4+28.21

SHEET NO. **14**
OF **22** SHETS.
PROJECT NO. **20036**



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- ④0 CONNECT TO EXISTING 8" PVC SEWER STUB
- ④1 FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR
- ④2 FURNISH AND INSTALL 8" SEWER MAIN
- ④3 FURNISH AND INSTALL 4" SEWER SERVICE TO LOT
- ④4 FURNISH AND INSTALL 6" SEWER SERVICE TO LOT

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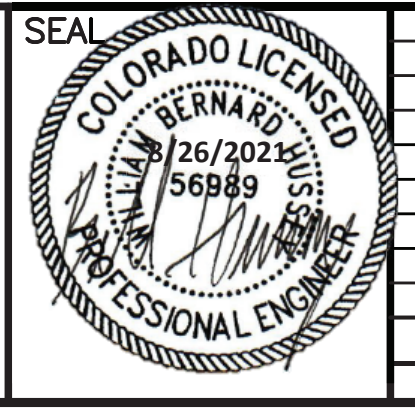
PREPARED FOR:
TORY UPCHURCH
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AUSTIN, TX 78704
PHONE: 512-826-6152

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L.C.E. NO. 56989 EXP. DATE 10/31/21

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ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799



DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

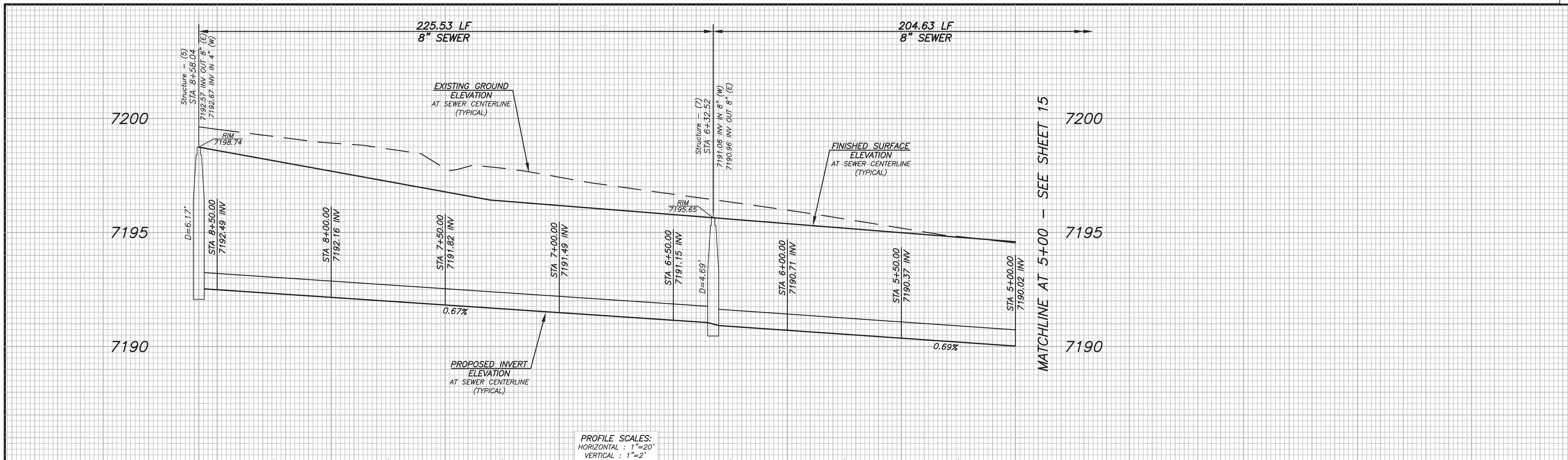
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UPCHURCH SUBDIVISION
SALIDA, CO
SEWER PLAN AND PROFILE
SHEPHERD SEWER
STA 1+00.00 TO STA 5+00.00

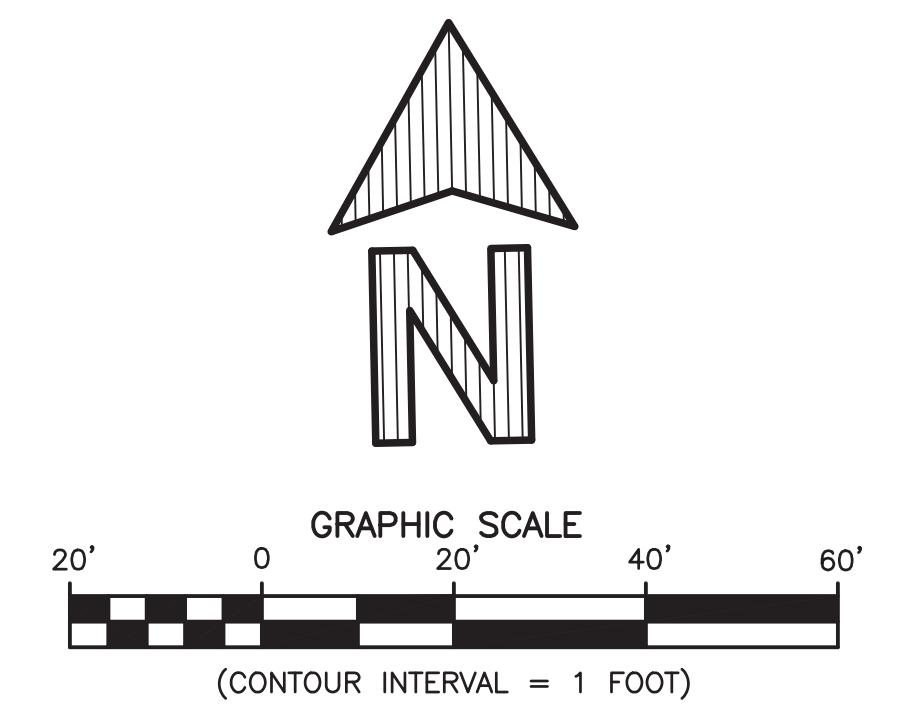
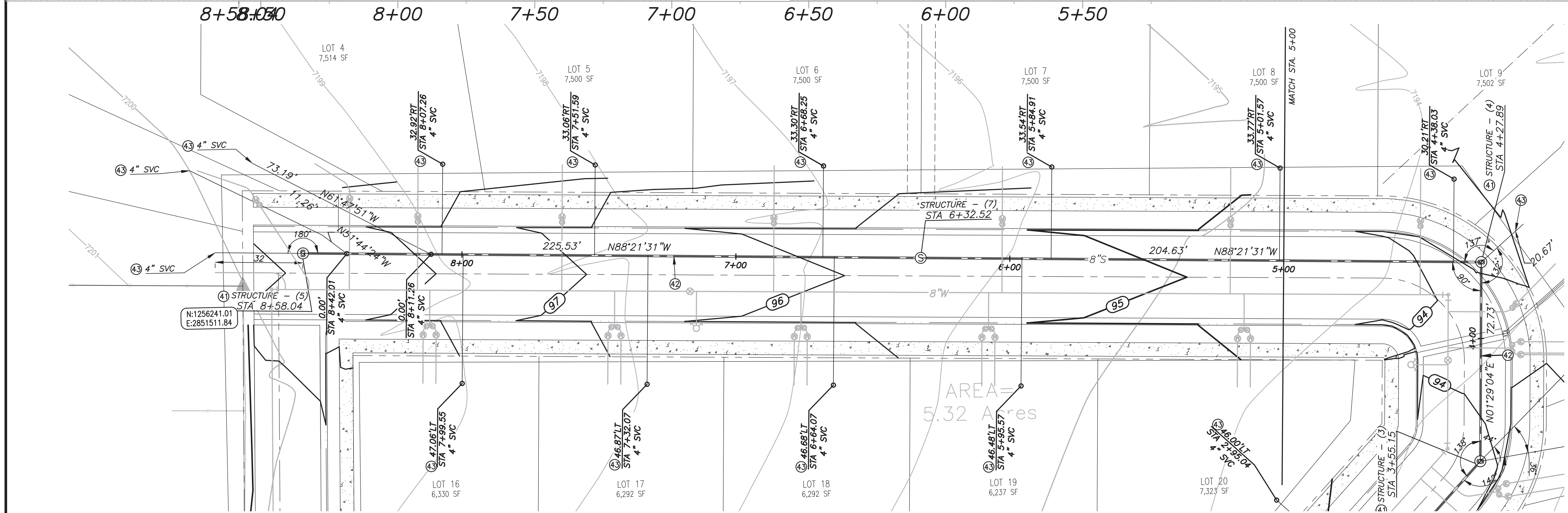
SHEET NO. **15**
OF 22 SHETS.
PROJECT NO. 20036

ISSUED FOR REVIEW 8/26/21



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'

MATCHLINE AT 5+00 - SEE SHEET 15



CONSTRUCTION NOTES:

- ④1 CONNECT TO EXISTING 8" PVC SEWER STUB
- ④1 FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR
- ④2 FURNISH AND INSTALL 8" SEWER MAIN
- ④3 FURNISH AND INSTALL 4" SEWER SERVICE TO LOT
- ④4 FURNISH AND INSTALL 6" SEWER SERVICE TO LOT

SHEPHERD SEWER
STA 5+00.00 TO STA 8+58.04

SEE SHEET 15
SHEPHERD SEWER

ISSUED FOR REVIEW 8/26/21


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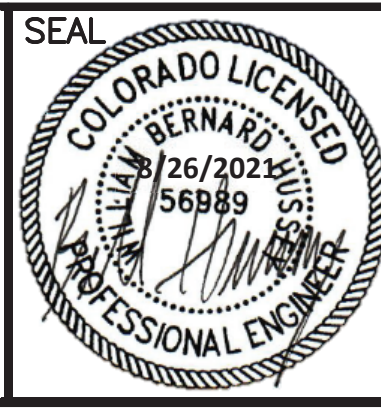
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328 D STREET 918 CUYAMA ROAD
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DATE	BY	MARK	REVISIONS

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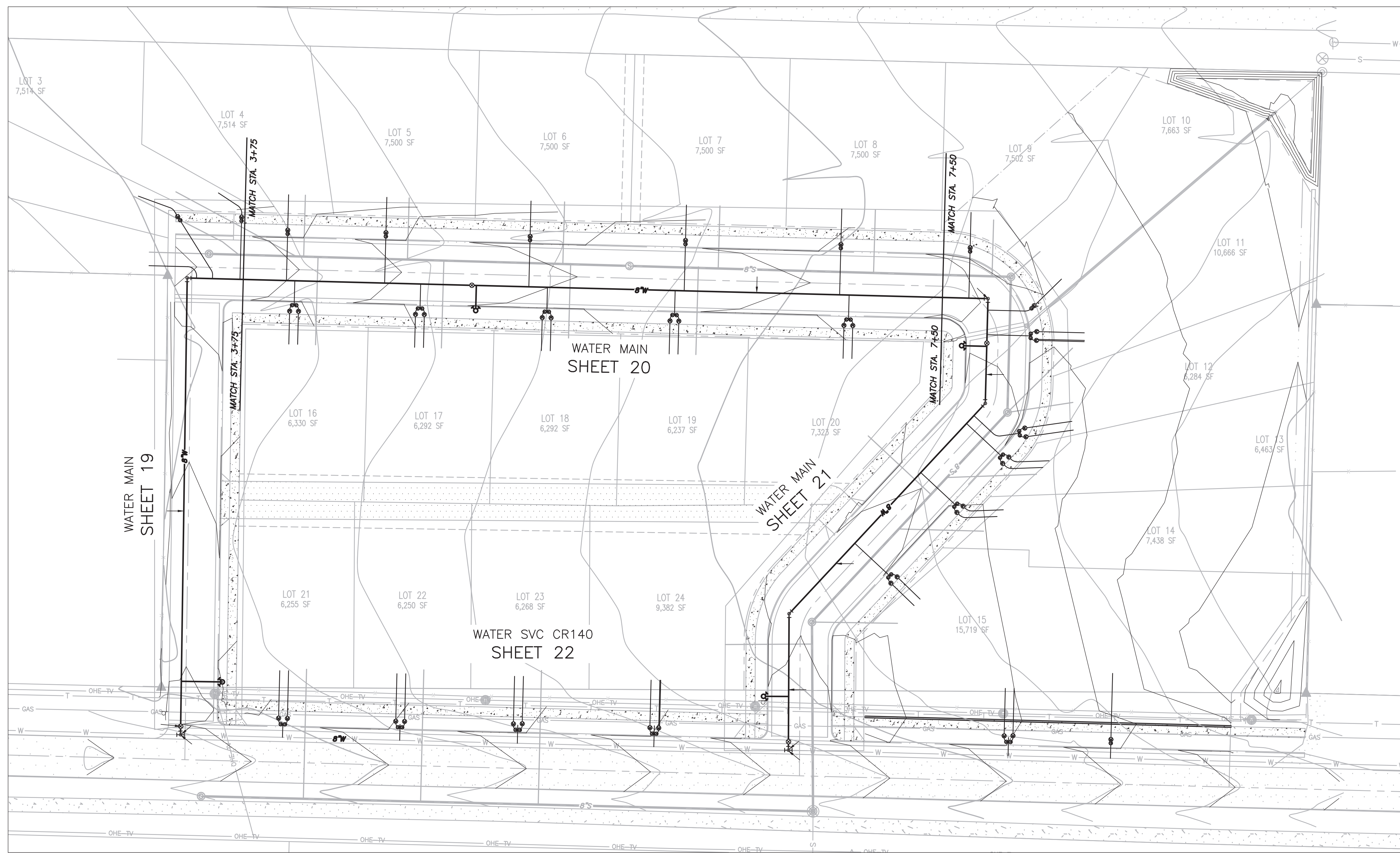
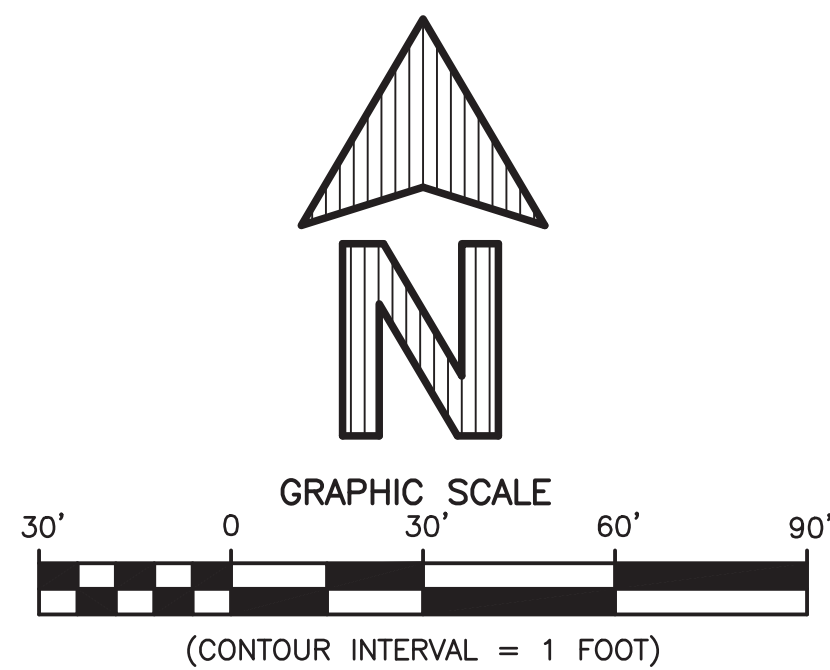
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CHECKED BY: BH, TV BENCHMARK: #5 REBAR TOP ELEVATION 7197.46 N: 1255995.191 E: 2851670.743
SCALE: 1"=20' DATE: AUG. 2021

UPCHURCH SUBDIVISION
SALIDA, CO
SEWER PLAN AND PROFILE
SHEPHERD SEWER
STA 5+00.00 TO STA 8+58.04

SHEET NO. **16**
OF 22 SHETS.
PROJECT NO. **20036**

UPCHURCH SUBDIVISION WATER PLANS

SALIDA, CO
AUGUST, 2021



INDEX MAP

SCALE: 1"=30' AT 24X36"

WATER NOTES:

- THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - MANUFACTURER'S DOCUMENTATION FOR ALL FITTINGS, VALVES, FIRE HYDRANTS, PIPE MATERIAL AND OTHER APPURTENANCES.
 - GRADATION AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL.
- WATER MAIN SIZE AND TYPE SHALL BE AS SHOWN ON THE PLAN AND COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS:
 - DUCTILE IRON PIPE (DIP) AWWA C151 AND C104 PRESSURE CLASS 350
 - POLYVINYL CHLORIDE (PVC) AWWA C900 DR18
- WATER SERVICE LINES SHALL BE DR9 CROSSLINKED HIGH DENSITY POLYETHYLENE (PEX) CONFORMING WITH AWWA C904, OR APPROVED EQUAL.
- DUCTILE IRON PIPE SHALL HAVE A CEMENT MORTAR LINING CONFORMING WITH AWWA C104.
- ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C110 AND C111, OR AWWA C153, AND SHALL BE CEMENT MORTAR LINED CONFORMING TO AWWA C104.
- VALVES SHALL BE RESILIENT SEATED GATE WITH CAST OR DUCTILE IRON BODIES, MANUFACTURED IN ACCORDANCE WITH AWWA C509. ALL VALVES SHALL BE EPOXY COATED INTERNALLY AND EXTERNALLY.
- ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURERS RECOMMENDATIONS.
- ALL WATER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 4.5 FEET BELOW FINISHED GRADE. IF MAINTAINING MINIMUM COVER IS IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW REDUCED COVER WITH POLYSTYRENE INSULATION PLACED OVER THE WATER MAIN.
- STRUCTURAL FILL, AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
- PIPE BEDDING, AS DEFINED IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 6 SPECIFICATIONS.
- FIRE HYDRANTS SHALL BE WATEROUS PACER W-67 WITH STORZ ADAPTER, SET TO FACE THE STREET AND/OR FIRE ACCESS. FIRE HYDRANT SUPPLY LINES SHALL BE A MINIMUM OF 6" DIAMETER.
- CORPORATION STOPS SHALL BE FORD AWWA/CC TAPER THREAD WITH PACK JOINT ADAPTERS, SIZED PER PLAN, AND TAPPED UTILIZING THE FOLLOWING METHODS:
 - DUCTILE IRON PIPE - DIRECT TAP INTO THE MAIN.
 - PVC PIPE - TAPPING SADDLES WITH AWWA/CC TAPER THREAD TO MATCH CORPORATION STOP.
- CURB STOPS SHALL BE FORD BALL VALVES WITH PACK JOINT ADAPTERS, SIZED PER PLAN.
- CURB BOXES SHALL BE TYLER DOMESTIC HD OR APPROVED EQUAL.
- VALVE BOXES LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC SHALL BE H-20 RATED AND BE SURROUNDED BY A CONCRETE COLLAR.
- TEMPORARY SERVICES SHALL BE PROVIDED WHENEVER SERVICE OUTAGES EXCEED 4 HOURS. ALL MATERIALS AND LABOR REQUIRED TO PROVIDE TEMPORARY SERVICE SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND SHALL NOT BE PAID FOR SEPARATELY.
- NEW METER PITS SHALL BE "THERMA-COIL" (OR APPROVED EQUAL) PLACED WITH 5 FEET OF COVER UNLESS NOTED OTHERWISE.
- METER PITS LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC SHALL HAVE AN H-20 RATED LID.
- PIPE DEFLECTIONS SHALL NOT EXCEED ONE-HALF OF THE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.
- ALL WATER MAINS SHALL BE PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH THE MOST RECENT CONSTRUCTION STANDARDS AND SPECIFICATIONS OF THE UTILITY OWNER. PRESSURE TESTS MUST BE OBSERVED BY THE PROJECT ENGINEER, OR WATER SYSTEM OWNER STAFF.
- NO CONNECTION TO EXISTING WATER MAINS PRIOR TO DISINFECTION OF THE NEW MAINS AND WRITTEN APPROVAL OF THE WATER SYSTEM OWNER.
- WATER LINES SHALL HAVE A MINIMUM CLEARANCE FROM SEWER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW FOR REDUCED CLEARANCES WITH CONCRETE ENCASEMENT.
- CONTRACTOR SHALL PROVIDE WATER USERS A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
- TRACER WIRE SHALL BE INSTALLED ON ALL NON-METALLIC WATER MAINS. TRACER WIRE SHALL BE AWG 12 GAUGE WITH A SINGLE COPPER CONDUCTOR AND BLUE COLORED SHEATH.
- SERVICE CONNECTIONS SHALL BE COMPLETED FOLLOWING THE PIPE MANUFACTURERS RECOMMENDATIONS.
- ALL BENDS, TEES, FIRE HYDRANTS AND PLUGS SHALL BE PROTECTED FROM THRUST WITH MECHANICAL RESTRAINTS AND CONCRETE THRUST BLOCKS.
- ALL PIPE JOINTS WITHIN ONE PIPE LENGTH OF BENDS, TEES, PLUGS, ETC. SHALL HAVE MECHANICAL JOINT RESTRAINTS.
- ALL VALVES AND METER PITS ARE TO BE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY AND PERPENDICULAR TO THE STREET CENTERLINE.
- METER PITS AND VAULTS MUST BE SET FLUSH WITH THE FINAL GRADE OF THE LANDSCAPE AND/OR STREET.
- THE FOLLOWING ARE CONSIDERED MANDATORY INSPECTION POINTS FOR WATER MAIN CONSTRUCTION:
 - TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
 - PIPE BEDDING PRIOR TO COVERING PIPE
 - LEAK TESTING OF SERVICE CONNECTIONS
 - PRESSURE TESTING OF PIPE
 - LEAK TESTING OF SERVICE CONNECTIONS
 - LOCATE CONDUCTIVITY TEST (PVC MAINS ONLY)
 - COMPACTION OF STRUCTURAL FILL
 - DISINFECTION

ISSUED FOR REVIEW 8/26/21

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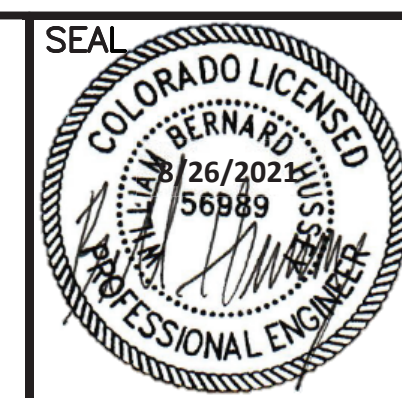
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328 D STREET 918 CUYAMA ROAD
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DATE	BY	MARK

REVISIONS		APPR.	DATE

CITY OF SALIDA	
DESIGNED BY WBH	APPROVED BY:
DRAWN BY BH, CA	
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SCALE 1"=30'	BENCHMARK: #5 REBAR TOP ELEVATION 7197.46 N: 1255995.191 E: 2851670.743
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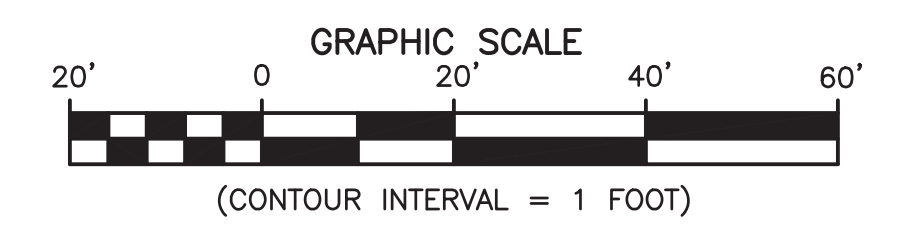
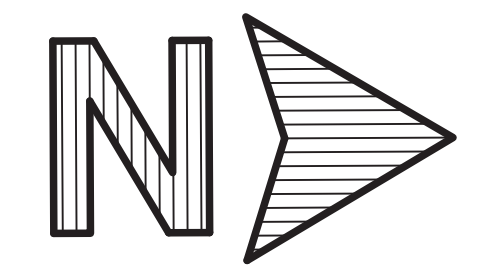
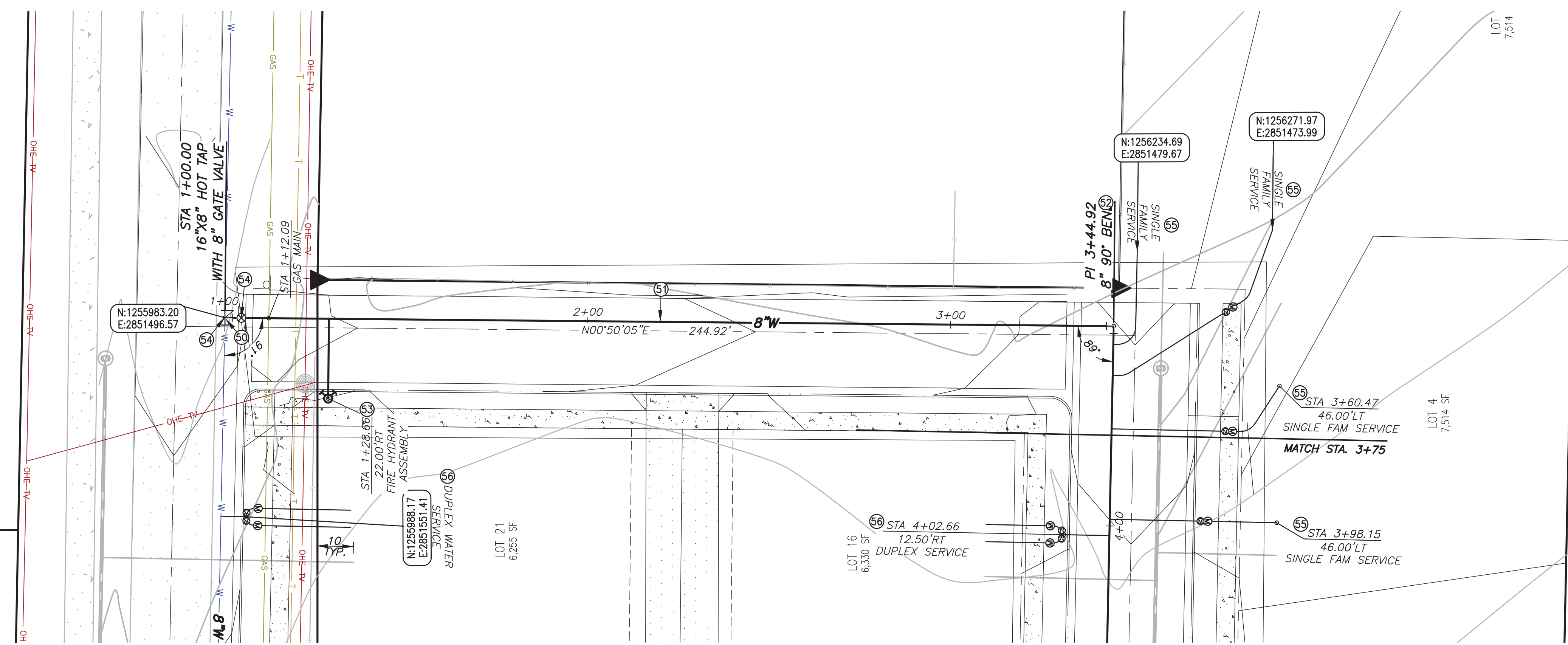
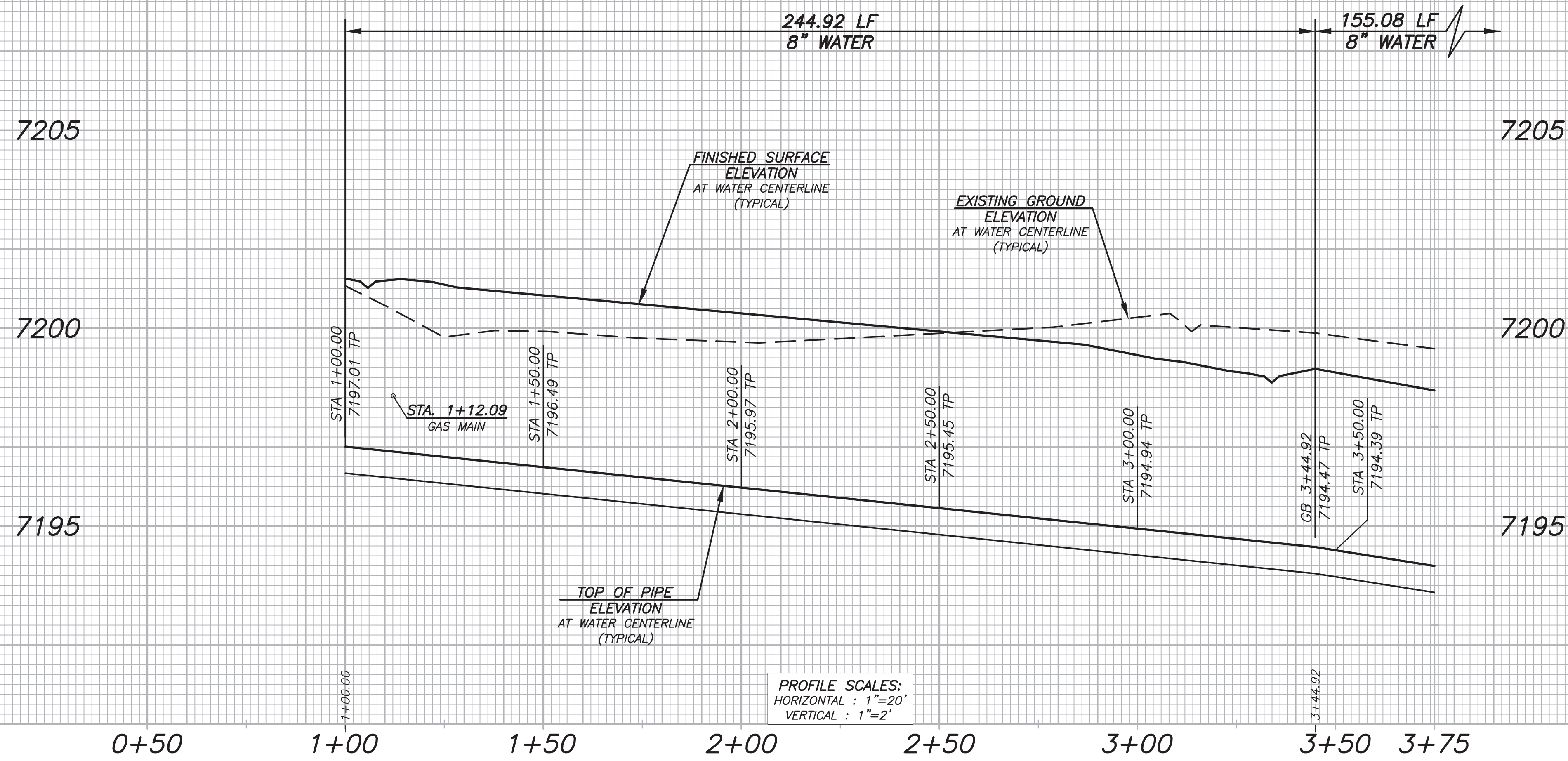
UPCHURCH SUBDIVISION
 SALIDA, CO
WATER PLANS
WATER COVER SHEET
 NOTES AND INDEX MAP

SHEET NO.
17

OF **22** SHTS.

PROJECT NO.
20036

UPCHURCH SUBDIVISION - WATER PLANS



CONSTRUCTION NOTES:

- 50 LOCATE, POT HOLE, AND CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE
- 51 FURNISH AND INSTALL 8" WATER MAIN
- 52 FURNISH AND INSTALL 8" BEND IN WATER MAIN
- 53 FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY
- 54 FURNISH AND INSTALL 8" GATE VALVE
- 55 FURNISH AND INSTALL SINGLE FAMILY WATER SERVICE ASSEMBLY
- 56 FURNISH AND INSTALL DUPLEX WATER SERVICE ASSEMBLY

SEE SHEET 22
22 - WATER SVC CR140

WATER MAIN
STA 1+00.00 TO STA 3+75.00

SEE SHEET 20
WATER MAIN

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PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

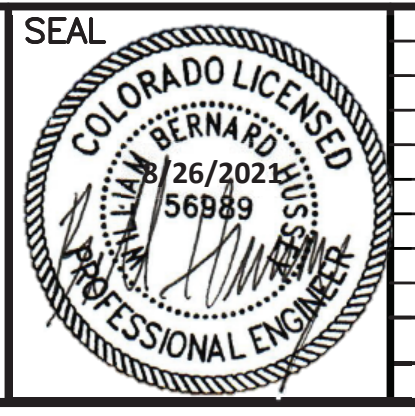
PREPARED FOR:
TORY UPCHURCH
2112 ANN ARBOR AVE
AUSTIN, TX 78704
PHONE: 512-826-6152

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:
 CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799



DATE	BY	MARK	ENGINEER

REVISIONS

APPR.	DATE	REVISION	AGENCY

CITY OF SALIDA

DESIGNED BY: WBH
DRAWN BY: BH, CA
CHECKED BY: BH, TV
SCALE: 1"=20'
DATE: AUG. 2021

APPROVED BY: _____
AGENCY HEAD: _____ DATE: _____

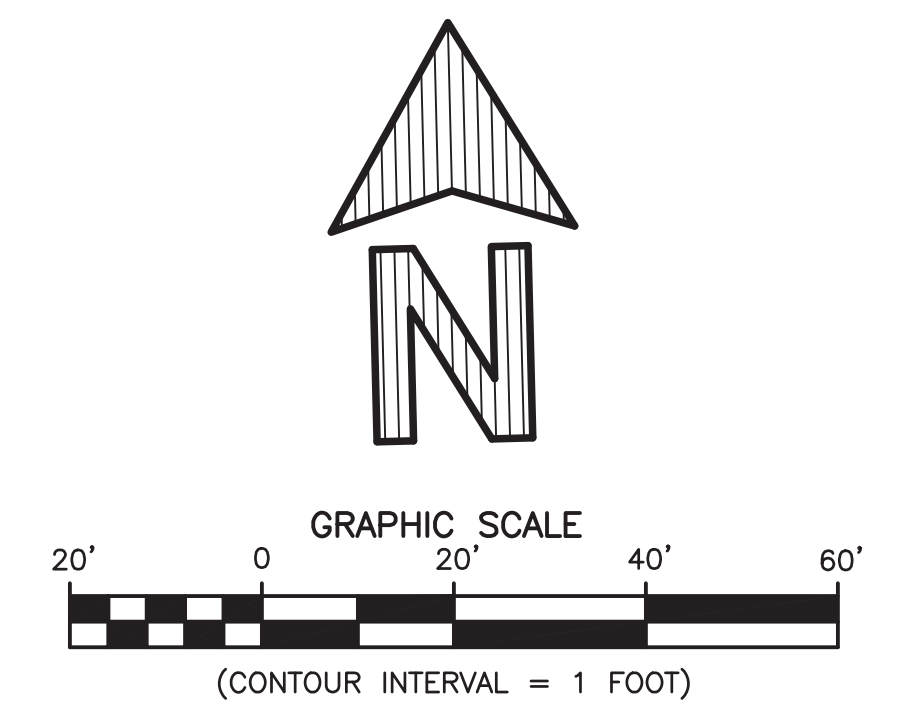
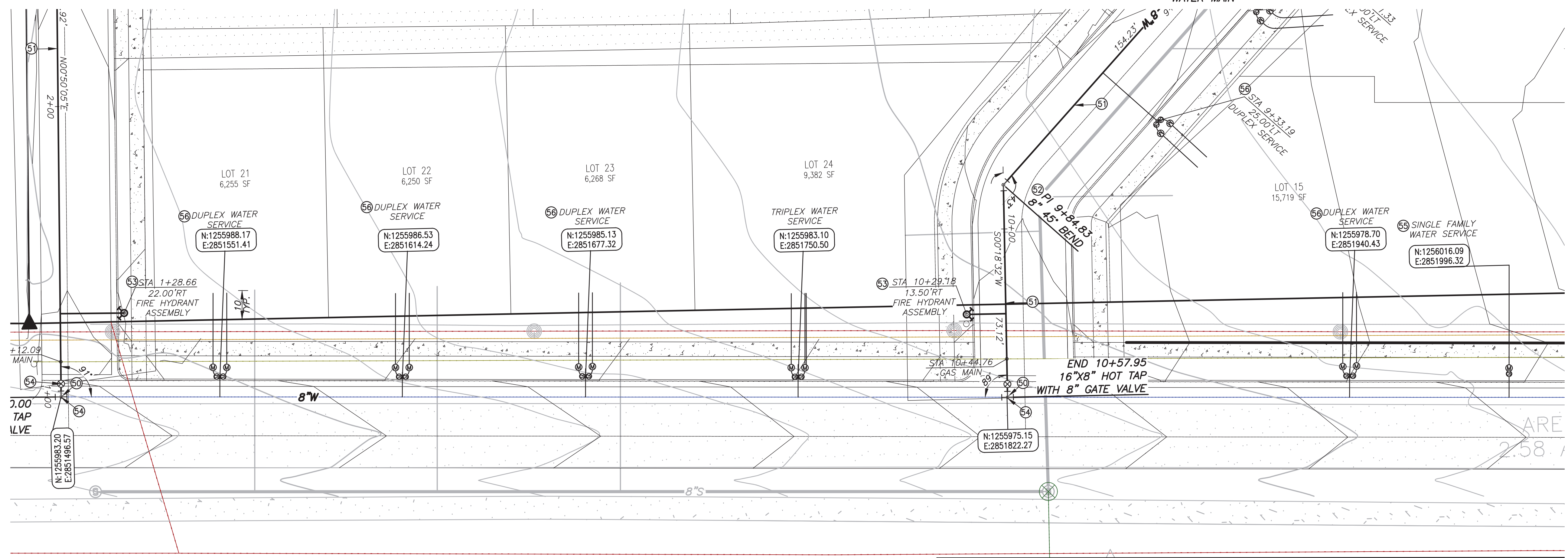
BENCHMARK: #5 REBAR TOP ELEVATION
7197.46 N: 1255995.191 E: 2851670.743

UPCHURCH SUBDIVISION
SALIDA, CO
WATER PLAN AND PROFILE
WATER MAIN
STA 1+00.00 TO STA 3+75.00

SHEET NO. **19**
OF **22** SHTS.
PROJECT NO. **20036**

SEE SHEET 19
WATER MAIN

SEE SHEET 21
WATER MAIN



CONSTRUCTION NOTES:

- 50 LOCATE, POTHOLE, AND CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE
- 51 FURNISH AND INSTALL 8" WATER MAIN
- 52 FURNISH AND INSTALL 8" BEND IN WATER MAIN
- 53 FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY
- 54 FURNISH AND INSTALL 8" GATE VALVE
- 55 FURNISH AND INSTALL SINGLE FAMILY WATER SERVICE ASSEMBLY
- 56 FURNISH AND INSTALL DUPLEX WATER SERVICE ASSEMBLY

WATER PLANS
WATER SVC CR140

ISSUED FOR REVIEW 8/26/21


PRIVATE ENGINEER'S NOTES TO CONTRACTOR
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
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PREPARED FOR:
 TORY UPCHURCH
 2112 ANN ARBOR AVE
 AUSTIN, TX 78704
 PHONE: 512-826-6152

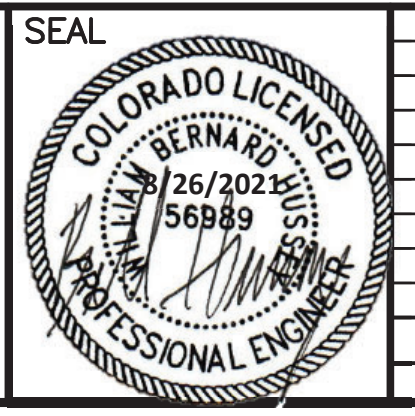
PREPARED UNDER THE DIRECTION OF: _____ DATE _____

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

PREPARED BY:

 **CRABTREE GROUP INC.**
 ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
 SALIDA, CO 81201 OJAI, CA 93023
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DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

DESIGNED BY: WBH
 DRAWN BY: BH, CA
 CHECKED BY: BH, TV
 SCALE: 1"=20'
 DATE: AUG. 2021

APPROVED BY: _____
 AGENCY HEAD: _____ DATE: _____
 BENCHMARK: #5 REBAR TOP ELEVATION 7197.46 N: 1255995.191 E: 2851670.743

UPCHURCH SUBDIVISION
 SALIDA, CO
WATER SERVICE PLAN
WATER PLANS
 WATER SVC CR140

SHEET NO. **22**
 OF 22 SHTS.
 PROJECT NO. 20036

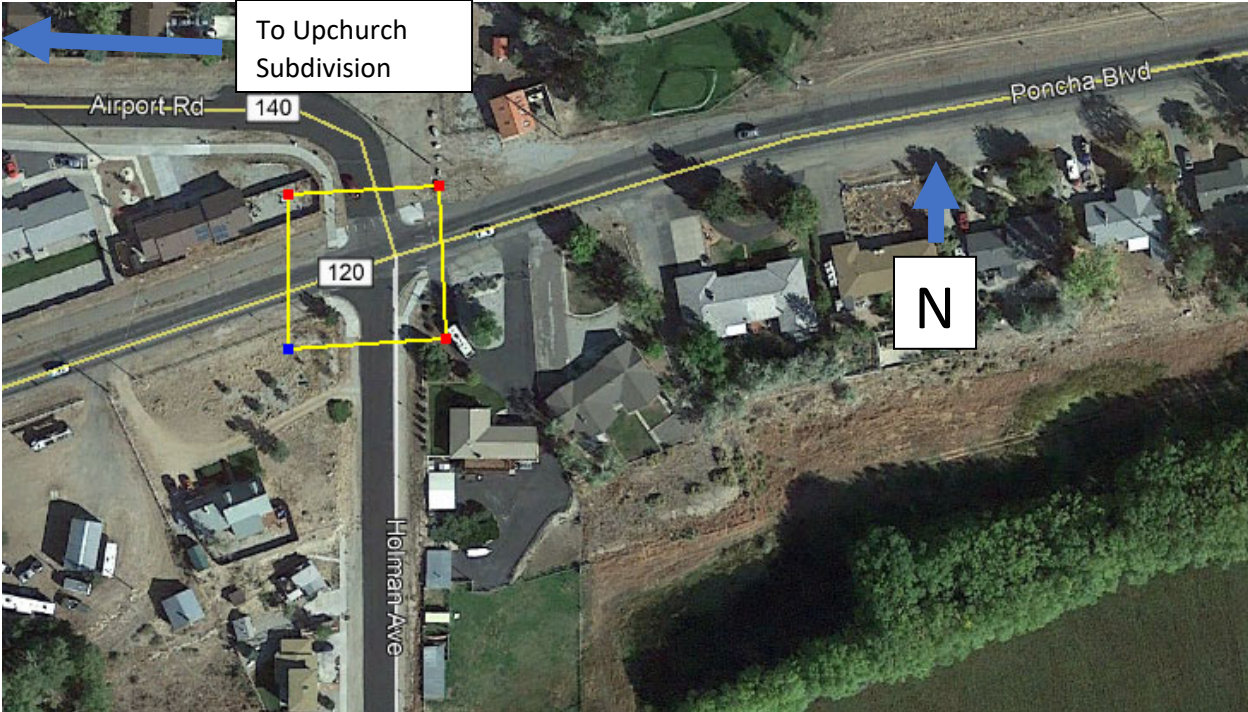
Upchurch Subdivision

Traffic Study

BILL HUSSEY
Crabtree Group, Inc.
Salida, CO
Project No. #20036

Introduction

During the annexation process, planning commission requested that a traffic study be required prior to any subdivision of the 5.36 acres owned by Tory Upchurch. Planning commission wanted to ensure that service times remain at acceptable levels at the four way stop intersection of County Road 120 and County Road 140 (“Subject Intersection”). Intersection is outlined in yellow in the image below (Image courtesy Google Earth).



Each of the four legs of the subject intersection has two way traffic, with one lane entering the intersection and one lane exiting the intersection. Legs of the intersection are referred to by the direction of traffic entering the intersection; for example, Holman Avenue is the “Northbound Approach.”

Trip Generation

Per the Upchurch subdivision plat, 10 single-family residences and 33 multiplex (duplex through fiveplex) units are proposed. Per the Institute of Transportation Engineers Trip Generation Manual, 8th Edition, trip generation for the Upchurch Subdivision was estimated in the table below.

PROJECT: UPCHURCH SUBDIVISION



Summary of Trip Generation

Land Use	ITE Code	Intensity	Rate	Daily Trip Ends	AM Peak-Hour Trip Ends						PM Peak-Hour Trip Ends					
					Rate		In		Out		Rate		In		Out	
					Rate	Total	%	Trips	%	Trips	Rate	Total	%	Trips	%	Trips
Single Family Detached Housing	210	10 DU	9.57	96	0.75	8	25%	2	75%	6	1.01	10	63%	6	37%	4
Condominiums/Townhouses	230	33 DU	5.81	192	0.44	15	17%	2	83%	12	0.52	17	67%	11	33%	6
Sub-Totals				287		22		4		18		27		18		9
Total				287		22		4		18		27		18		9

GLA = gross leasable area in KSF

DU = dwelling unit

RM = number of room

Source: ITE Trip Generation, 8th Edition

Existing Traffic

AM peak hour traffic was counted from 7:30 am until 8:30 am on Tuesday, July 13, 2021. Traffic counts are summarized below, and raw count data is attached to this report.

		am, existing											
				Southbound Approach Total									
				78									
				1 41 36									
				SBR SBS SBL									
				4 EBL				WBR		18			
Eastbound Approach Total	69	49 EBS						WBS		34		128 Westbound Approach Total	
		16 EBR						WBL		76			
				NBL NBS NBR									
				10 20 67									
				97									
				Northbound Approach Total									

PM peak hour traffic was counted from 4:30 pm until 5:30 pm on Monday, July 12, 2021. Traffic counts are summarized below, and raw count data is attached to this report.

		pm, existing											
				Southbound Approach Total									
				72									
				2 34 36									
				SBR SBS SBL									
				1 EBL				WBR		36			
Eastbound Approach Total	68	50 EBS						WBS		55		205 Westbound Approach Total	
		17 EBR						WBL		114			
				NBL NBS NBR									
				3 41 111									
				155									
				Northbound Approach Total									

Trip Distribution

This analysis conservatively assumes that all trips in and out of the Upchurch Subdivision pass through the subject intersection. Trips into the Upchurch Subdivision are distributed at ratios matching the existing traffic on the northbound, westbound, and eastbound approaches. All trips out of the Upchurch Subdivision are added to the southbound approach. Intersection peak hour traffic with added trips in and out of the Upchurch Subdivision is summarized below.

		SB			
		96			
EB	70		130	WB	
		98			
		NB			

		SB			
		81			
EB	71		214	WB	
		162			
		NB			

Intersection Analysis

Methodology from Chapter 17 of the 2000 Highway Capacity Manual (HCM) was used to approximate average service times for existing and post-development traffic during the morning and evening peak hours. A system of 4 equations in the form of HCM equation (17-46) was solved iteratively to obtain the following values. Values for service time with conflict and service time without conflict were set to 4 seconds and 8 seconds, respectively, per J. Hebert. A Study of Four-Way Stop Intersection Capacities. In *Highway Research Record 27*, HRB, National Research Council, Washington, D.C., 1963.

	Average Intersection Service Time (seconds/vehicle)			
	AM Peak Hour (Existing)	AM Peak Hour (Postdevelopment)	PM Peak Hour (Existing)	PM Peak Hour (Postdevelopment)
Northbound Approach	5.0	5.0	5.5	5.6
Eastbound Approach	4.9	5.0	5.3	5.4
Southbound Approach	5.0	5.0	5.5	5.6
Westbound Approach	4.9	5.0	5.3	5.4

Level of Service references intersection delay. Exhibit 17-22 from the HCM shows levels of service for all way stop controlled (AWSC) intersections.

EXHIBIT 17-22. LEVEL-OF-SERVICE CRITERIA FOR AWSC INTERSECTIONS

Level of Service	Control Delay (s/veh)
A	0–10
B	> 10–15
C	> 15–25
D	> 25–35
E	> 35–50
F	> 50

The subject intersection is well within Level of Service A for existing and post-development conditions.

A study by Kyte and Marek estimates that the lowest typical capacity for a single approach is 434 vehicles per hour, and the lowest typical capacity for an AWSC 4-way intersection is 1412 vehicles per hour (Kyte and Marek. Estimating Capacity and Delay at a Single-Lane Approach, All-Way Stop-Controlled Intersection. In *Transportation Research Record 1225*, University of Idaho, Moscow, ID, 1989.)

In addition, Kyte and Marek's analysis of 25 hours of footage of 8 intersections suggests that average delay remains constant at approximately 5 seconds per vehicle up to a flow rate of 300 vehicles per hour on a single approach. This agrees with the analysis performed here per the HCM.

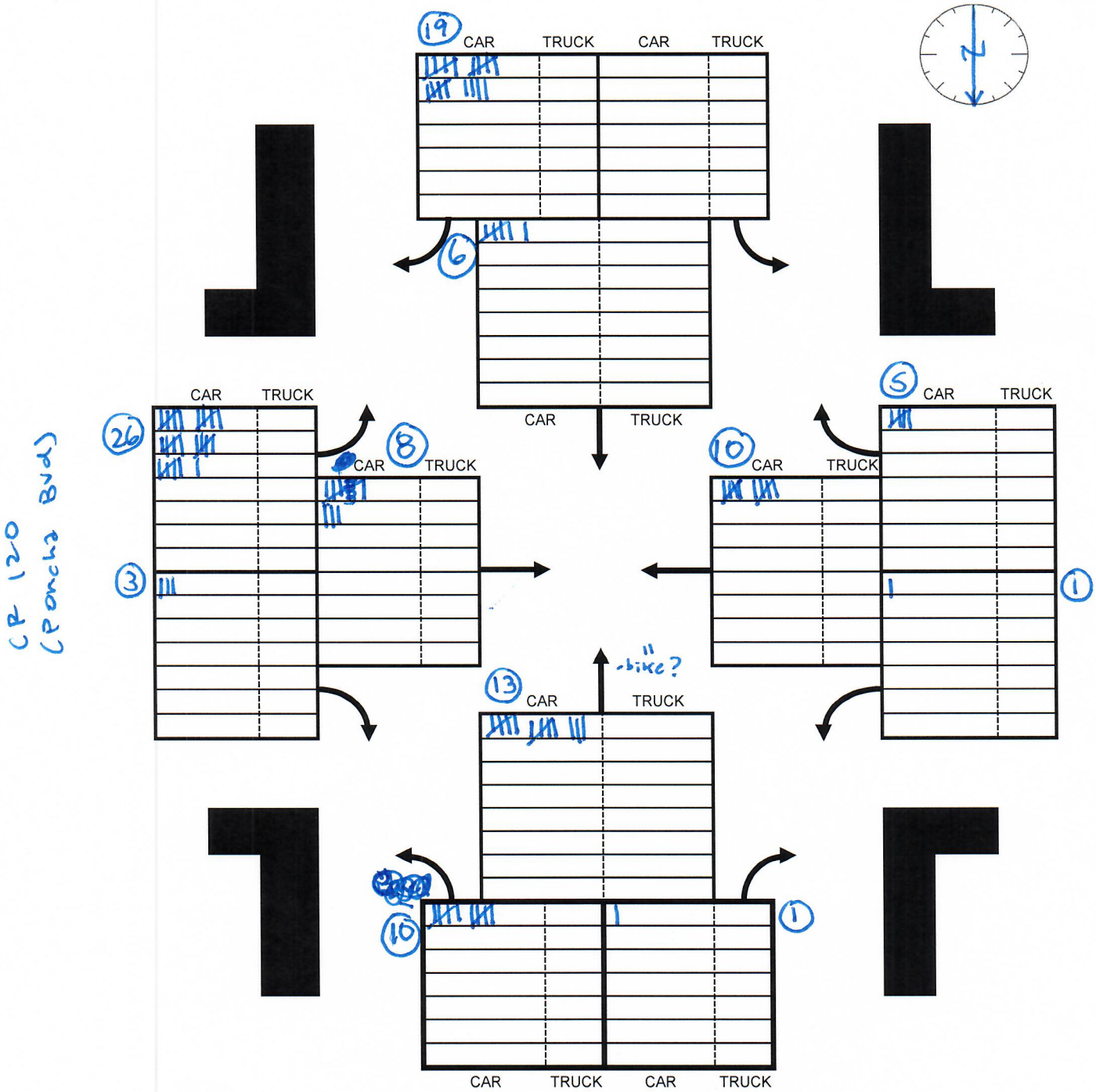
Conclusion

Additional traffic generated by the Upchurch Subdivision will have negligible impact on service times at the intersection of County Road 140, County Road 120, Holman Avenue, and Poncha Boulevard.

AM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 7:45 TO : 8:00
 OBSERVER : CECILY ANDERSON DAY : TUESDAY
 OBSERVER PHONE # : (719) 539-1675 DATE : 7/13/2021
 OBSERVER LOCATION : N.E. corner WEATHER : Cool, cloudy, 64°

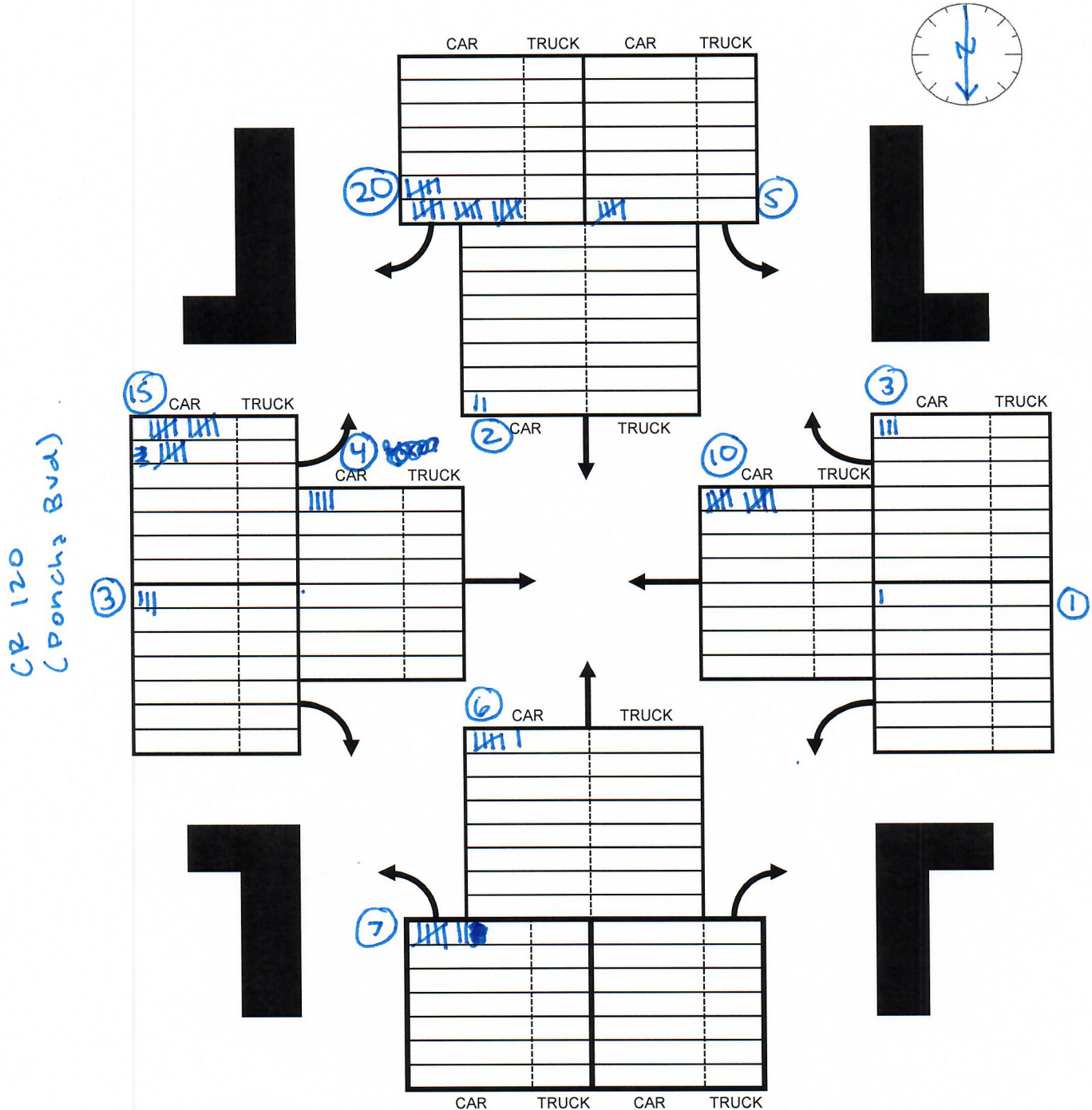
STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140



AM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 7:30 TO : 7:45
 OBSERVER : CECILY ANDERSON DAY : TUESDAY
 OBSERVER PHONE # : (719) 539-1675 DATE : 7/13/2021
 OBSERVER LOCATION : N.E. Corner WEATHER : COOL, cloudy, 63°

STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140

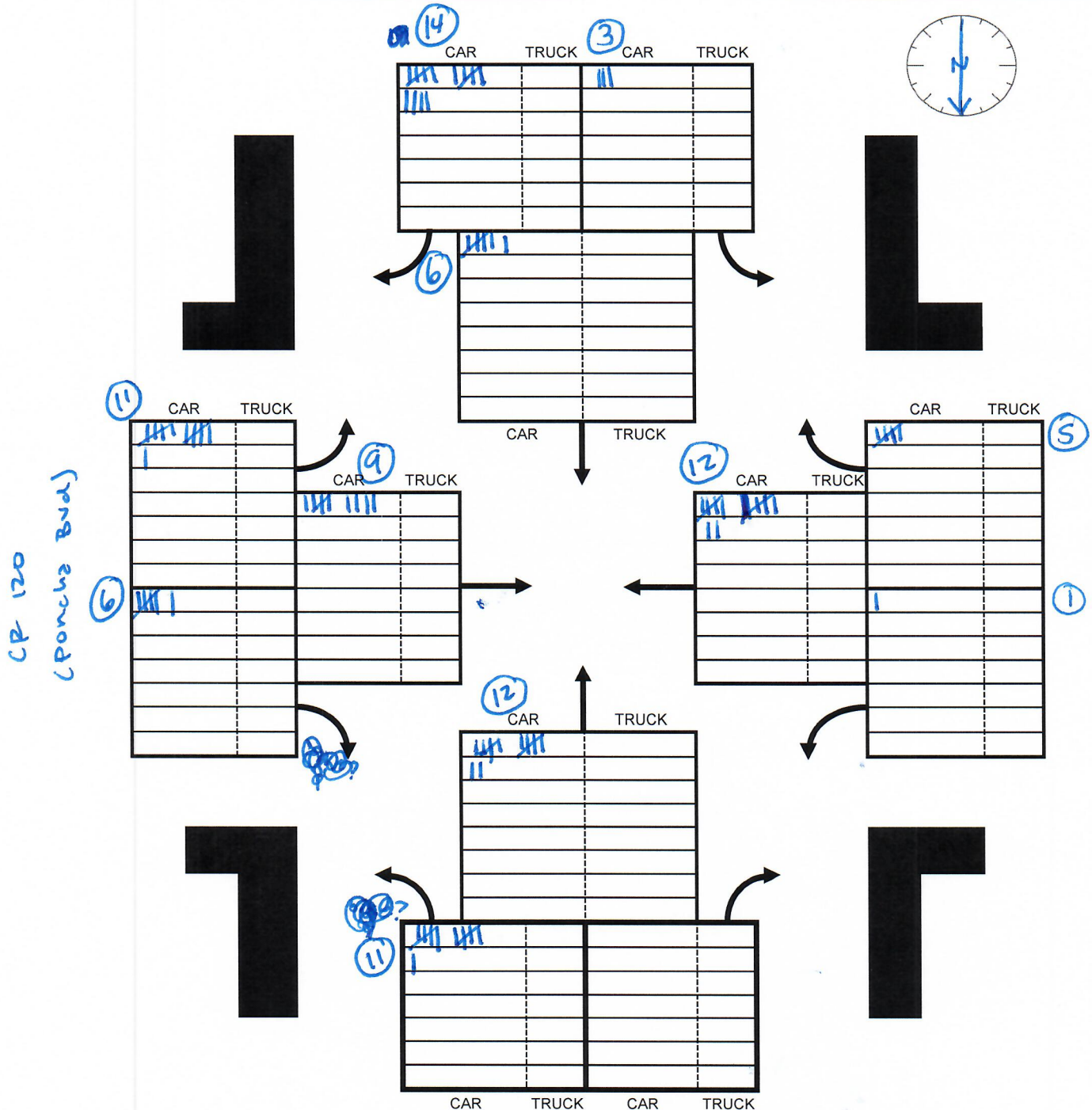


(Airport Rd)

AM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 8:15 TO : 8:30
 OBSERVER : CECILY ANDERSON DAY : TUESDAY
 OBSERVER PHONE # : (719) 539-1675 DATE : 7/13/2021
 OBSERVER LOCATION : N.E. Corner WEATHER : Cool, cloudy, 64°

STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140

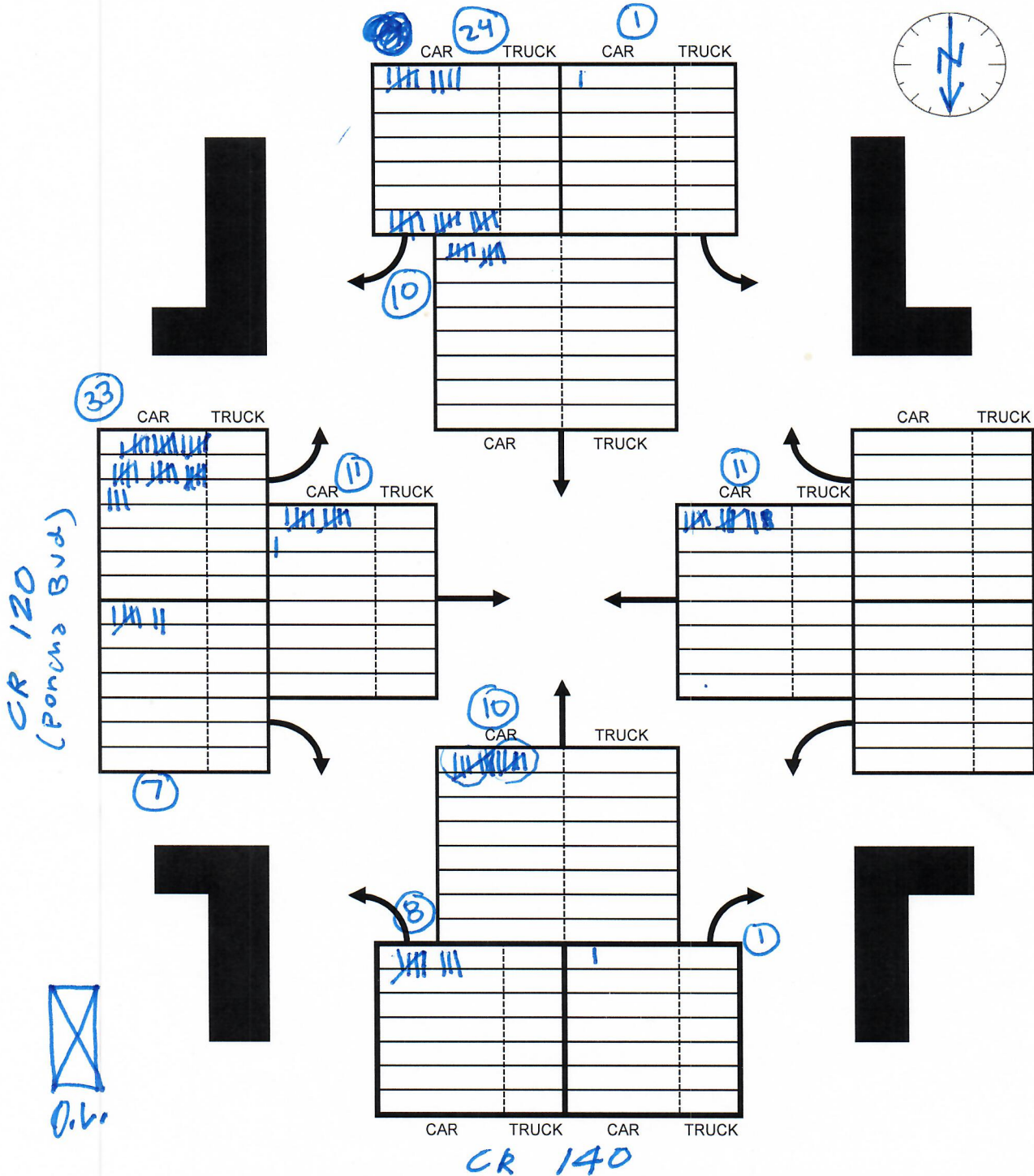


(Airport Rd)

PM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 4:30 TO : 4:45
 OBSERVER : CECILY ANDERSON DAY : MONDAY
 OBSERVER PHONE #: (719) 539-1675 DATE : 7/12/2021
 OBSERVER LOCATION : N.E. CORNER WEATHER : HOT, PARTLY CLOUDY, 88°

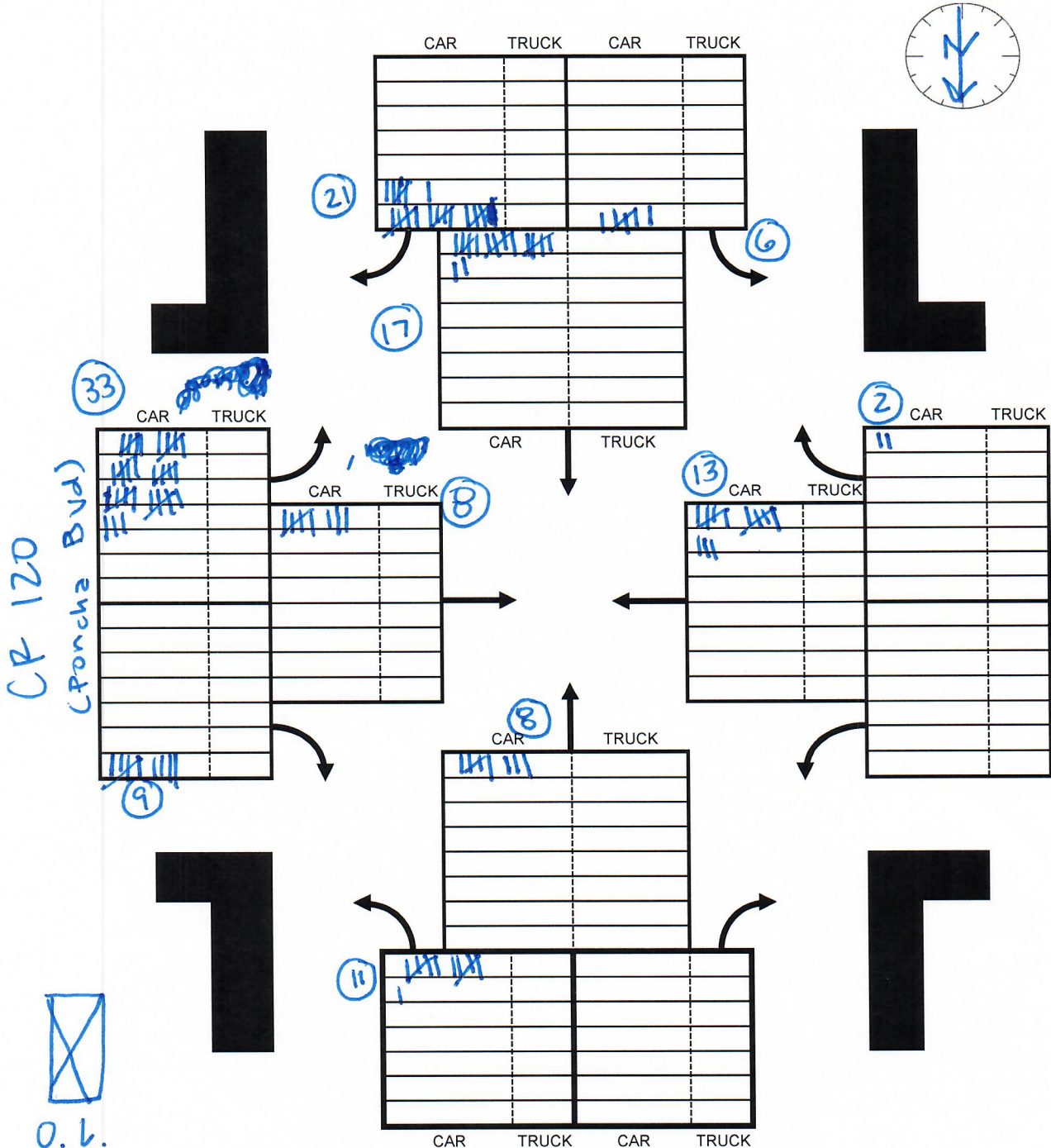
STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140



PM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 4:45 pm TO : 5:00 pm
 OBSERVER : CECILY ANDERSON DAY : MONDAY
 OBSERVER PHONE # : (719) 539-1675 DATE : 7/12/2021
 OBSERVER LOCATION : NE corner WEATHER : hot, partly cloudy, 88°

STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140

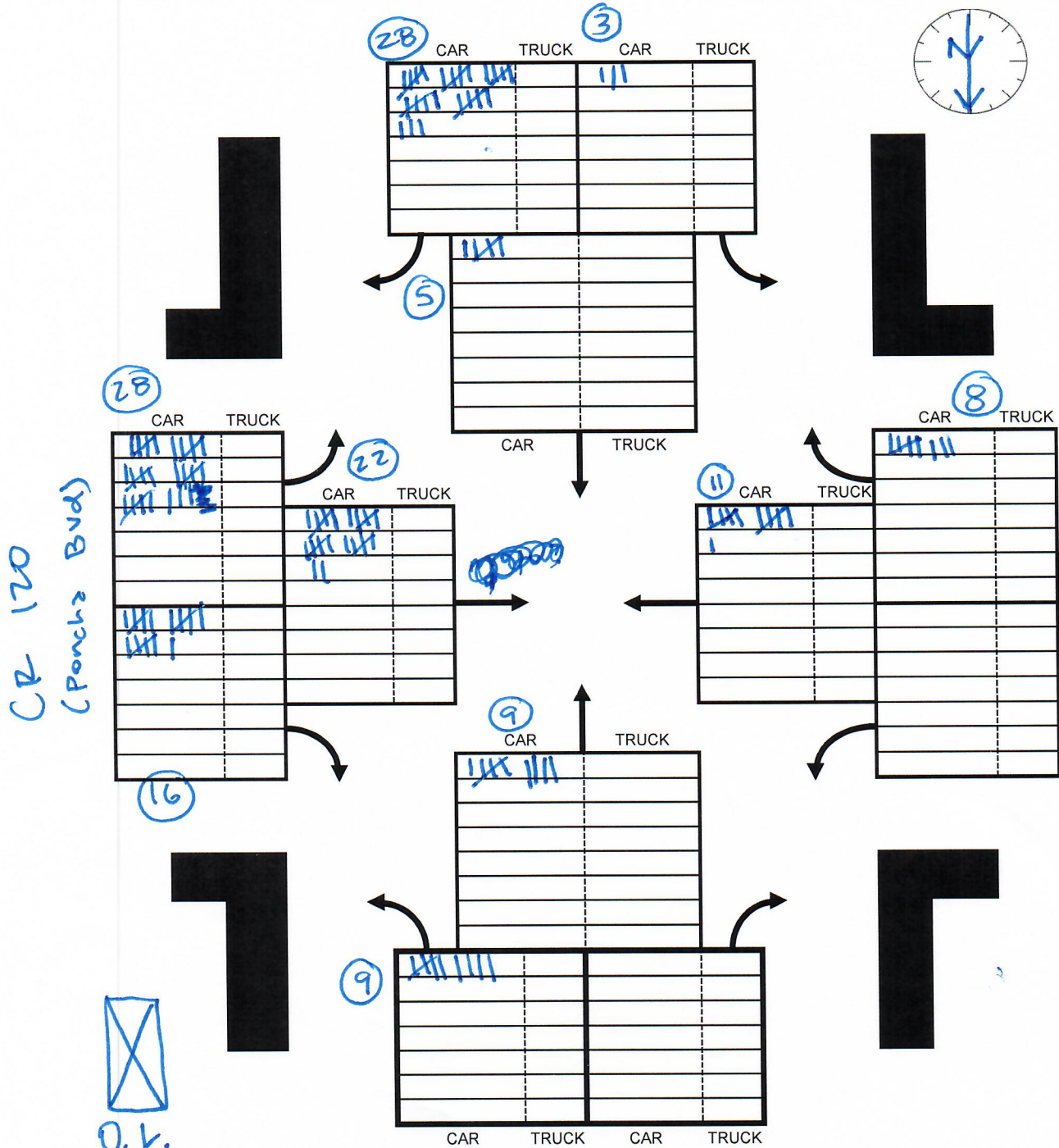


CR 140
 (Airport Rd)

PM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 5:00 pm TO : 5:15 pm
 OBSERVER : CECILY ANDERSON DAY : MONDAY
 OBSERVER PHONE # : (719) 539-1675 DATE : 7/12/2021
 OBSERVER LOCATION : NE corner WEATHER : hot, partly cloudy, 88°

STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140

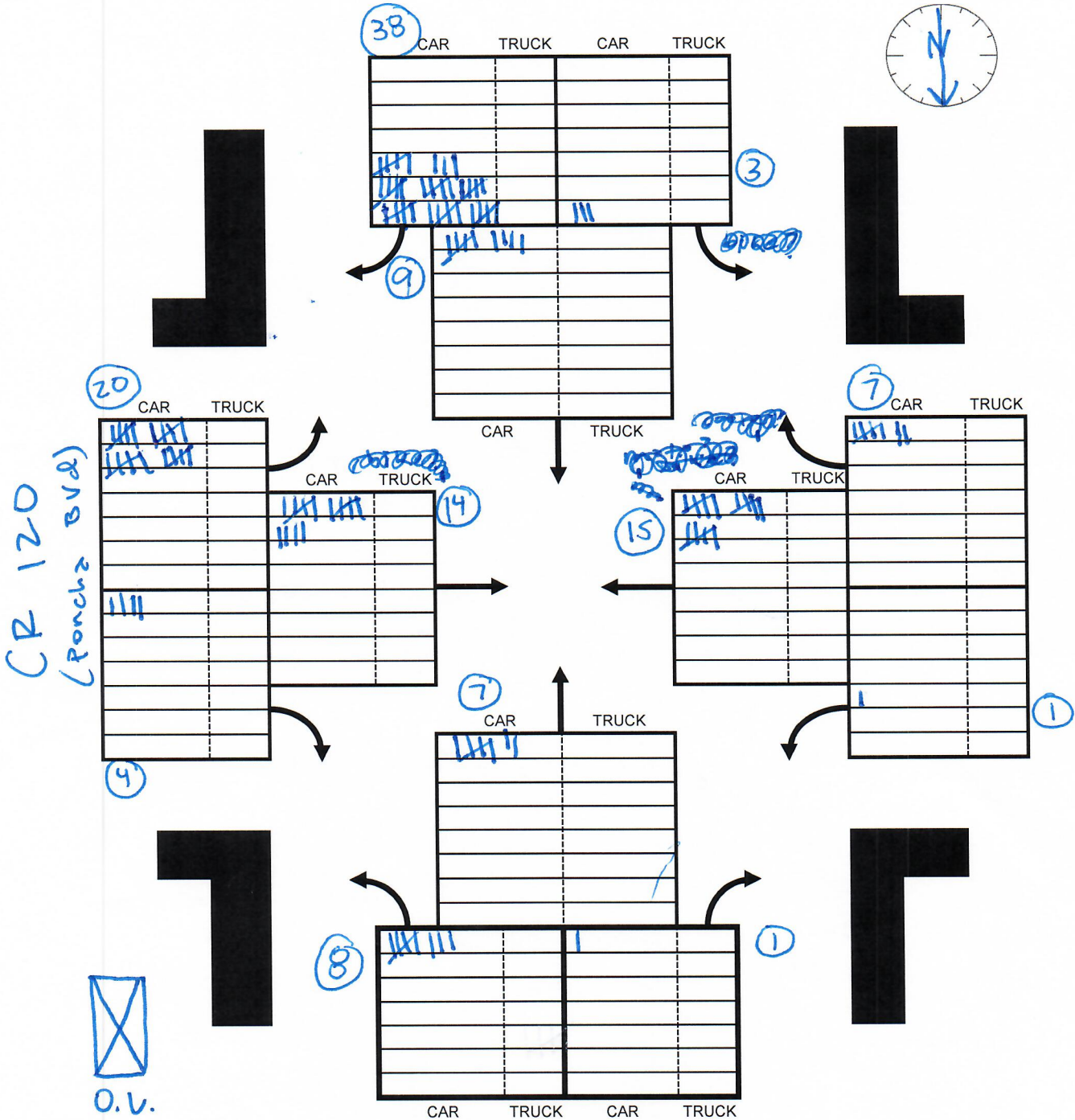


325 D Street, P.O. Box 924, Salida, CO 81201, TEL 719-539-1675, FAX 719-539-1676
 308 South Ventura Street, Ojai, CA 93023, TEL 805-640-3075, FAX 805-640-3075
 pcrabtree@CrabtreeGroup.net, WWW.CrabtreeGroup.net

PM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)

JOB NUMBER : 20036 INTERSECTION : CR 120/CR 140
 JOB TITLE : UPCHURCH TIME : 5:15 TO : 5:30
 OBSERVER : CECILY ANDERSON DAY : MONDAY
 OBSERVER PHONE # : (719) 539-1675 DATE : 7/12/2021
 OBSERVER LOCATION : NE corner WEATHER : hot, partly cloudy, 88°

STREET NAME (E-W) : CHAFFEE COUNTY ROAD 120 STREET NAME (N-S) : CHAFFEE COUNTY ROAD 140



**UPCHURCH ANNEXATION
AGREEMENT**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 26th day of April, 2021, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Tory and Clee Upchurch ("Annexor"), City and Annexor each a "Party," and together referred to as the "Parties."

Section 1 - Recitals

- 1.1 This agreement relates to certain lands known as the "Upchurch Annexation," and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property"). The Annexor is 100% fee title owner of this area, exclusive of the public streets and alleys.
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 5.32 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On December 14, 2020, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through 123 (the "Annexation Act"), and Chapter 16, Article IX of the City of Salida Municipal Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On March 22, 2021, the Salida Planning Commission held a public hearing and reviewed the annexation map and all required supportive information and has submitted a written recommendation to the City Council to approve the proposed annexation.
- 1.9 On April 20, 2021, the City Council adopted Ordinance No. 2021-05 annexing the Property to the City.
- 1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.

1.11 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through 123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on December 14, 2020.
- 2.4 “Annexor” means Tory and Cleo Upchurch, and the successor(s), assigns and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “CR” means County Road.
- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:
 - 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
 - 2.10.2 The effective date of Ordinance No. 2021-05, annexing the Property to the City, has occurred; and
 - 2.10.3 The effective date of Ordinance No. 2021-06, zoning the Property has occurred.
- 2.11 “Property” means the land that is described as the Upchurch Annexation in the Annexation

Petition and that is legally described in attached **Exhibit A**, exclusive of any existing public streets and alleys.

- 2.12 **“Reimbursable Costs and Fees”** means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Parties waive any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
 - 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and
 - 5.2.2 Final Annexation Approval has occurred.
- 5.3 **Zoning of Property.**

- 5.3.1 At its April 20, 2021 meeting, the City Council approved zoning the Property as Medium Density Residential (R-2).
- 5.3.2 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City’s own motion or in response to a zoning petition.
- 5.4 Future Subdivision and Development of Property.
 - 5.4.1 The Annexor’s intent is to develop the property into approximately twenty-four (24) lots, some of which may be subsequently subdivided into additional lots and developed in accordance with the R-2 zoning standards pursuant to other limitations/conditions listed below. The Annexor has indicated a desire to build approximately forty-three (43) units including a variety of single-family, duplexes, triplexes, and multi-family units which will generally increase the density of the site as it goes from the north and west to the south and east. The Annexor will be required to go through the relevant land use review process in order to receive approvals for such a proposed development. This Agreement must be amended and approved by City Council if the Annexor proposes to develop the property at a significantly higher density and impact than described herein.
 - 5.4.2 Annexor agrees that any lots created on property immediately adjacent to CR 141 shall be developed with detached single-family primary dwellings, shall have a minimum lot size of 7,500 square feet (“SF”), and shall have no less than 50 feet of rear lot line frontage onto CR 141. If accessory dwelling units (“ADUs”) are developed on lots immediately adjacent to CR 141, said ADUs shall be subject to the same frontage restrictions of the primary dwellings.
 - 5.4.3 Up to three (3) lots at or around the northwest corner may have less than the required minimum lot frontage facing onto the proposed internal street, but such frontage shall be no less than 20 feet, and proposed development upon said lots shall follow the applicable approval processes set forth in the City Code.
 - 5.4.4 Annexor agrees that no vehicle access to or from CR 141 shall be allowed in any future development on the Property without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
 - 5.4.5 Annexor agrees that no primary or accessory dwelling units within any future development on the Property shall have frontage on CR 141 without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
 - 5.4.6 Annexor agrees to provide pedestrian access between CR 140 and the northern stretch of CR 141 within any future development on the Property. Annexor shall

enter into a subdivision improvement agreement or development agreement, which shall determine the details of the improvements to such access.

- 5.4.7 A cash in-lieu fee for Parks, Trails and Open Space shall be required at the time of issuance of a building permit for each unit within the development on the Property, pursuant to the requirements of the City Code.
- 5.4.8 Annexor agrees to give a preference to current Chaffee County residents and/or workforce for a minimum of six (6) non-inclusionary housing units within any future development on the Property, to the extent permitted by law. Such local marketing and vetting shall be the Annexor’s responsibility, with guidance provided by City staff and the Chaffee County Housing Authority. Annexor further agrees to keep these housing units off the market, and off public listing services, for at least six (6) months in order to market such units towards, and sell such units to, Chaffee County residents and/or workforce. Annexor further agrees to give quarterly updates to the City, through the Community Development Director, regarding such Chaffee County preference program.
- 5.4.9 Annexor agrees that a Traffic Impact Analysis, prepared by a qualified expert, which shall include projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of the proposed development on surrounding streets and to evaluate the need for future road improvements, is and shall be required before any development on the Property. Annexor further agrees and acknowledges, that Annexor shall be responsible for any and all street and road improvements deemed necessary by said Traffic Impact Analysis, as provided for in Section 5.6.6.5 of this Agreement.
- 5.4.10 Annexor shall enter into either a subdivision improvement agreement, or development agreement, that includes guarantees for the construction of the public street improvements described in paragraphs 5.8.1 and 5.8.2; and the extension of public water and sewer mains described in paragraphs 5.8.1 and 5.9; and guarantees the construction of which per paragraph 5.10, prior to recordation of the subdivision or development.
- 5.4.11 Annexor shall resolve the “area of overlap” and/or property ownership discrepancy on the southern portion of the property, as shown on the draft annexation plat, prior to obtaining any building permits on the Property, and Annexor shall provide proof to City Community Development Staff of filing the necessary paperwork and proof of beginning the necessary process to resolve same prior to recordation of this Annexation Agreement and the Annexation Plat.

5.5 Inclusionary Housing. The Annexor volunteers and agrees to meet the inclusionary housing requirements of Article XIII of Chapter 16 of the City Code, pursuant to the following conditions:

5.5.1 The inclusionary housing requirement shall be met through the construction of actual physical housing units, and the fee-in-lieu per unit referenced in Chapter 16, Article XIII of the City Code shall only be permitted to satisfy such requirements for any partial unit remaining beyond the 12.5% requirement. The first of such built inclusionary housing units shall receive certificate of occupancy (“CO”) prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO. The number of units required to be physically built will be specified within the subdivision improvement agreement or development agreement, based upon the 12.5% City Code requirement.

5.5.2 For any affordable inclusionary housing unit(s) required to be built within the development on the Property, the Annexor shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the Annexor.

5.6 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City’s utility resources generally throughout the City.

5.6.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a “first come, first served” basis, and the availability of such services is determined at the time application therefore is made. The City’s obligation to provide water and wastewater treatment service to the Property is contingent upon the City’s certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City’s treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. Additionally, the following provision shall apply:

5.6.1.1 Provided that water mains within the development will be looped, will front each parcel, and will extend to the west end of the property along CR 140, as required by City Code and City of Salida Design Standards and anticipated by the Annexor’s conceptual design, future subdivision and development of the Property shall not require the Annexor to provide

water and sewer main extensions within either CR 141 nor CR 140, other than as needed to serve future development of the Property. However, significant changes to the development design may require re-evaluation of this determination which shall be approved at the Public Works Director's sole discretion.

[REDACTED]

5.6.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.

[REDACTED]

5.6.4 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.

5.6.5 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

5.6.6 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City, and provided that the following provisions shall also apply, as set forth below:

5.6.6.1 The Annexor shall, at time of development of the Property, improve the annexed portion of CR 140 fronting the Property site, pursuant to City Code and all City Design Standards, including and relating, but not limited to, curb, gutter, sidewalk, street trees and parking on the north side; provide a crosswalk across CR 140 to the shared path on the south side in a location approved by City staff; and provide a minimum 2-inch overlay over both drive lanes of CR 140 along the frontage of the annexed property and extended to the west intersection with CR 141, or reconstruct said road if it is for grade, at the direction of the Public Works Director.

5.6.6.2 Annexor agrees that any future development or subdivision on the Property shall include the requirement that a public street and applicable utilities be

stubbed to the south property line in alignment with Shepherd Road, before development occurs.

5.6.6.3 Roads shall be designed in accordance with the City Design Standards, including, but not limited to, applicable requirements related to sidewalk construction and of right-of-way dedication, unless otherwise permitted by the Public Works Director. It is noted that a 40 ft ROW on the west end of such a subdivision, in addition to other access requirements, would be sufficient and a sidewalk would only be required on the east side of said ROW. A 20 ft dedication of ROW will be required of the adjacent property to the west at time of annexation for that parcel.

5.6.6.4 Any future development on the Property shall meet the City's fire turnaround and street connectivity requirements for roads, streets and rights-of-way.

5.6.6.5 Annexor shall also be responsible for any and all additional street and road improvements deemed necessary by the Traffic Impact Analysis required in Section 5.4.9 of this Agreement.

5.7 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:



5.7.1 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees").

5.7.1.1 The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.7 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.7.1.2 The City shall provide Annexor, at a minimum quarterly initiating from the Effective Date, with itemized billing for all Reimbursable Costs and Fees incurred by the City in relation to the project, pursuant to the terms of the "City of Salida Special Fee and Cost Reimbursement Agreement," executed by both the City and Annexor upon the of submission of Annexor's Annexation Petition.

5.7.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property, provided City Staff make themselves available for any inquiries or questions, should Annexor ask questions regarding same.

5.7.3 Open Space Fee. Annexor agrees to a payment in lieu of Parks, Trails and Open Space, at the time of a building permit for each lot within the subdivision and or development on the Property, as required by the City Code.

5.7.4 Fair Contributions for Public School Sites. Per Section 16-6-140(c)(1) Annexor agrees to a payment in lieu of public school site dedication or conveyance in the amount then in effect, currently \$444.66 per residential dwelling unit, at the time of issuance of a building permit.

5.8 Dedications, Easements and Road Improvements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City, as set forth below, and within this Agreement. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, and reasonably related to the development of the Property, provided such dedications are required in this Agreement or a subsequent subdivision agreement or development agreement.

5.8.1 Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.

5.8.2 Additionally, Annexor shall construct any and all right-of-way, sidewalk and other improvements as required by the City Design Standards and City Code.

5.9 Water and Sewer Mains. The Annexor shall extend sewer and water mains within the Property as approved by the City Public Works Director, or his/her designee.

5.10 Subdivision/Development Agreement and Performance Guarantee. Annexor shall enter into a subdivision agreement or a development agreement that includes the requirement that with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable

to and approved in writing by the City Attorney to secure the performance of such public and other required improvements, in an amount equal to one hundred twenty-five (125%) of the estimated cost of said improvements.

- 5.11 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City's approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor's activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.
- 5.12 Short-Term Rental License. City agrees to permit one short-term rental ("STR") license within the development at the Property, in a location to be determined by the Annexor. Such license shall not be counted towards, or subject to, the City's overall cap on STRs in residential areas but shall count towards the one license per block face maximum. Such license shall not be transferred or transcrable.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to Medium Density Residential District (R-2). Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended. The Annexor shall cease and desist from any non-conforming uses on the Property within one (1) year from the date of Final Annexation Approval. In that one (1) year period, there must be no expansion of any non-conforming use.

Section 7 – Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
 - 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
 - 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be

sufficient evidence when recorded that the default has been cured.

- 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
- 7.1.4 The refusal to allow further development review for the Property.
- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor thirty (30) days' written notice of the City's intent to take any action under this Section 7, during which 30-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 30-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 **Release of Liability.** The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado, unless such representations are specifically approved in writing by the City Administrator's office or the City Council. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction.
- 8.2 **Indemnification.**
 - 8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other

item contained in this Agreement.

8.2.2 Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 **Waiver of Defects.** In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 **Final Agreement.** This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.
- 9.3 **Modifications.** This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 **Voluntary Agreement.** The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 **Election.** The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 **Annexor's Representations.** All written representations of the Annexor, as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 **Survival.** The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 **Notice.** All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida
Attn: City Administrator and City Attorney
448 East First Street
Salida, CO 81201

Notice to the Annexor: Tory and Clee Upchurch
2112 Ann Arbor Avenue
Austin, TX 78704

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City’s decision to annex the Property is at the City’s sole discretion. In consideration for the City’s agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City’s decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City’s legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination, if Annexor terminates this Agreement or causes this Agreement to be terminated. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation Colorado Revised Statutes sections 31-12-601 through 31-12-605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor’s successor(s).

Exhibit A - The "Property"

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 SOUTHERLY 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 SOUTHERLY RIGHT-OF-WAY 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

RS & TRUCKS

Classic Car for Sale
 Special, 4-door, straight 8.
 re-upholstered, all original.
 Bought from original owner.
 y & tires. Runs. Asking \$5200.
 Johnson Village, near the truck-
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Je Ram Pickup. 6-cylinder au-
 od tires. Deluxe cap, body in
 ition, 169K miles. Runs great.
 ,000. Call 719-395-8121

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rafting/Utility Trailer
feet, CO title in hand.
ese swivel trailer jack.
um folding ATV ramp
plementary cargo

ut lightweight, GVW

30X12 tires (with local
y), new bearings;
nd side rails sanded
inted with multiple
Rustoleum enamel.
ng 57-inch trailer hitch
ikes backing up easy;
fety chains,
ghts and wiring har-

um-trimmed plank
nded and treated with
ting preservative oil
h, a bit left in can.
ffer. Text 719-221-8700
info, photos or a call



S TIME IN LINE
THE NEWSPAPER.
 VS - SPORTS - ENTERTAINMENT
MOUNTAIN MAIL
9-539-6691

Legal Notice
CPAXLP

PUBLIC NOTICE
NOTICE TO CREDITORS
 Estate of Paul Sazonick, Deceased
 Case Number 2021PR30024
 All persons having claims against the above-
 named estate are required to present them
 to the Personal Representative or to the
 District Court of Chaffee County, Colorado
 on or before December 18, 2021, or the
 claims may be forever barred.

Paula Denison
 c/o Cutler Law Office, LLC
 PO Box 743
 Salida, CO 81201

Attorney:
 Donald F. Cutler, IV
 Cutler Law Office, LLC
 PO Box 743, Salida, CO 81201
 Phone Number: (719) 539-5017
 Fax Number: (719) 539-5018
 E-mail: office@cutlerlaw.org
 Atty. Reg. # 32739
 Published in The Mountain Mail August 20,
 27 and September 3, 2021

PUBLIC NOTICE
NOTICE TO CREDITORS
 Estate of Velda Counter a/k/a Velda M.
 Counter, Deceased
 Case Number 2021PR30020
 All persons having claims against the above
 named estate are required to present them
 to the personal representative or to District
 Court of CHAFFEE, County, Colorado on
 or before JANUARY 24, 2022, or the claims
 may be forever barred.

Janette Blake
 c/o Jenna L. Mazzucca Esq., PC
 1604 H Street
 Salida, CO 81201

Jenna L. Mazzucca, Esq. PC
 Jenna L. Mazzucca
 1604 H Street
 Salida, CO 81201
 719-207-4279
 Fax # 719-539-3020
 Atty Reg# 40027
 Attorney for Janette Blake
 Published in The Mountain Mail August 27
 and September 3 and 10, 2021

PUBLIC NOTICE
NOTICE TO CREDITORS
 Estate of Thomas Arthur Crocombe a/k/a
 Thomas A. Crocombe, Deceased
 Case Number 2021PR30021
 All persons having claims against the above
 named estate are required to present them
 to the personal representative or to District
 Court of CHAFFEE, County, Colorado on
 or before JANUARY 24, 2022, or the claims
 may be forever barred.

Floy Winona Nicks
 c/o Jenna L. Mazzucca Esq., PC
 1604 H Street
 Salida, CO 81201

Jenna L. Mazzucca, Esq. PC
 Jenna L. Mazzucca
 1604 H Street
 Salida, CO 81201
 719-207-4279
 Fax # 719-539-3020
 Atty Reg# 40027
 Attorney for Floy Winona Nicks
 Published in The Mountain Mail August 27
 and September 3 and 10, 2021

PUBLIC NOTICE
Updated Notice
 Notice is hereby given that the Chaffee
 County Planning Commission will hold a
 Public Hearing to consider the following
 application.
Name of Project: Martellaro-Veltri Minor
 Subdivision Final Plat
Applicants: Marc Martellaro & Justin Veltri
Location: 7476 County Road 145, Salida
Zone: Residential
Request: To subdivide approximately
 16.9 acres into four (4) lots ranging in size
 from 3.6 to 5.5 acres. Wells and on-site
 wastewater treatment systems will serve the
 property. Proposed access will be from two
 points off County Road 145. A request for a
 waiver to Section 7.4.2 D1 to allow a second
 driveway to be constructed onto County
 Road 145 is included in the application.
Board of Commissioners Hearing:
 Tuesday, October 5, 2021. Land use
 hearings start at 9:15 a.m., and are held
 in the Commissioner's Meeting Room, 104
 Crestone Ave., Salida. Connect to the Zoom
 Meeting: <https://zoom.us/j/109079543>.
 Additional information regarding the
 specifics of this application is available

for public inspection in the Development
 Services Office, 104 Crestone Ave. Salida
 or at the Buena Vista Annex, 112 Linderman
 Ave and on the Chaffee County web page
 at www.chaffeecounty.org on the Planning
 & Zoning home page. If you have any
 concerns or comments, you may contact
 staff, write a letter, or present your concerns
 at the public meeting via Zoom so your
 comments can be made part of the record.
 Letters or emails need to arrive the Friday
 before the hearing by 12:00 noon to allow
 sufficient time for the Board or Commissions
 to read your letter.
 Please note that it is inappropriate to
 personally contact individual County
 Commissioners or Planning Commission
 members while an application is pending.
 Such contact is considered ex parte
 communication and will have to be disclosed
 as part of the public hearings on the matter.
 Approval of the subject application or
 development may result in the establishment
 of a vested property right.
 Published in The Mountain Mail September
 3, 2021

PUBLIC NOTICE
SALE NOTICE
TIMBER FOR SALE, UNITED STATES
DEPARTMENT OF THE INTERIOR, BUREAU
OF LAND MANAGEMENT, SEALED BIDS
 as hereinafter designated will be received
 by the Field Office Manager, Bureau of
 Land Management, 302B East Main,
 Canon City, Colorado 81212-9326, **prior**
to 10:00 a.m., MOUNTAIN Daylight TIME,
 on Wednesday, September 8th, 2021 for
 all timber and Products Other than Logs
 marked or designated for cutting. Before
 bids are submitted, full information
 concerning the timber, the conditions of sale,
 and submission of bids should be obtained
 from the BLM forester, Jeremiah Moore at
 719-269-8576. The right is hereby reserved
 to waive technical defects in this notice and
 to reject any or all bids. The United States
 reserves the right to waive any informality in
 bids received whenever such waiver is in the
 interest of the United States.
 All timber designated for cutting on specified
 Federal lands: **T50N, R11E, Sections 19**
& 20, 6th PM, estimated for purposes of
 this sale to be 880 MBF of sawtimber. No
 bids for less than \$5,000 will be considered.
 Minimum deposit with bid is \$1000.00.
 Published in The Mountain Mail September
 3, 2021

PUBLIC NOTICE
NOTICE TO CREDITORS
 Estate of B.J. Kirkwood a/k/a Beverley J.
 Kirkwood a/k/a Beverley John Kirkwood,
 Deceased
 Case Number 2021PR30016
 All persons having claims against the above
 named estate are required to present them
 to the personal representative or to District
 Court of CHAFFEE, County, Colorado on
 or before February 7, 2022, or the claims
 may be forever barred.
 Clayton Kirkwood,
 C/O Jenna L. Mazzucca, Esq., PC
 1604 H Street
 Salida, CO 81201
 Jenna L. Mazzucca, Esq., PC
 Jenna L. Mazzucca
 1604 H Street
 Salida, CO 81201
 719-207-4279
 Fax #: 719-539-3020
jenna@mazzuccalaw.com
 Atty Reg # 40027
 Attorney for Personal Representative,
 Clayton Kirkwood
 Published in The Mountain Mail September
 3, 10 and 17, 2021

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING BEFORE
THE CITY COUNCIL FOR THE CITY OF
SALIDA CONCERNING A MAJOR IMPACT
REVIEW APPLICATION
TO ALL MEMBERS OF THE PUBLIC
AND INTERESTED PERSONS: PLEASE
TAKE NOTICE that a public hearing will
 be conducted by the City of Salida City
 Council, on September 21, 2021 at or about
 the hour of 6:00 p.m, remotely through the
 GoToWebinar application via the following
 direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>.
 Additionally, depending on which "Tier" of its
 COVID-19 Action Plan the City of Salida is in
 on September 21, 2021, based upon Public
 Health Department guidance, the hearing
 may also take place in the City Council
 Chambers, 448 East 1st Street, Salida,
 Colorado. The hearing concerns a Major
 Subdivision application for the property

located between County Road 140
 County Road 141, legally known as a Tr
 the SE ¼ SW ¼ of Section 31 T50N R11E
 the N.M.P.M., Chaffee County, Colorado (the
 "Upchurch Annexation" site). The application
 has been submitted by Tory and Clee
 Upchurch. The applicants are requesting to
 split the 5.32 acre property (zoned Medium-
 Density Residential, R-2) into 24 lots.
 Interested persons are encouraged to attend
 the public hearing. Further information on
 the application may be obtained from the
 City of Salida Community Development
 Department.
 Published in The Mountain Mail September
 3, 2021

Item 8.



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audience
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539-6691
 The Mountain Mail



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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ITEM

First Reading of Ordinance 2021-15: An Ordinance of the City Council for the City of Salida, Colorado Amending Chapter 6 and Chapter 16 of the Salida Municipal Code Concerning Short Term Rentals.

BACKGROUND

As part of a series of actions to address the current workforce housing shortage (including incentivizing the construction of rental units and additional efforts to increase supply and encourage affordability), City Council has instructed staff to identify steps to help retain the *existing* supply of long-term housing. Short term rental (STR) units have been shown in various studies to have both direct and indirect impacts on the availability of long-term housing as well as housing affordability. This is due to existing units being converted from long-term rentals (or owner-occupied homes) to STRs, and due to both new and existing units being sold at prices considerably higher than they would have been without the additional revenue potential. The financial incentive to build new units specifically to short term rent may also preclude the development of additional long-term housing options. In short, STRs, along with other factors, have contributed to a housing problem that only bodes to get worse without some level of intervention.

As of today, there are 210 total STR licenses across the city—including 75 in Residentially-zoned areas (which are capped at 3.5% of total units in those zones); 130 in the uncapped Commercial, RMU, and Industrial zone districts; and 5 in areas that were eligible to receive licenses via previous negotiated agreements. Since 2016, when existing STR policies were implemented, the percentage of STRs in non-Residential zones has risen from 9% of the residential stock to 25% today—with the majority of that increase occurring in the Historic Downtown District and immediately surrounding area, where nearly 50% are STRs. It should be noted that the non-Residential zones the areas where the greatest number of residential units could theoretically be removed from the current long-term housing stock and put into short term rental use (over 400 units). It should also be noted that 70% of STR licenses are currently held by individuals or LLCs with primary residence *outside* of Chaffee County.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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On July 20th, 2021, Council approved a 90-day moratorium on all new short term rental licenses and asked staff to conduct analyses of existing conditions and code provisions, and to solicit public input, in order to develop new policy options for consideration. A survey of public perceptions regarding STRs was distributed online via a variety of channels between August 9th and September 3rd, 2021. At a work session on August 16th, staff presented a handful of policy options to Council, along with a summary of preliminary survey results, to receive general direction on the types of policy proposals to bring forth. The main proposed changes to Chapters 6 and 16 in the attached ordinance include:

Chapter 6

- Refinement of the definition and requirements of and STR license “Applicant”
- Clarification of application procedures and eligibility requirements
- Proof of Chaffee County residency required for *new* licenses (out-of-County residents with existing licenses able to renew)
 - Potential exceptions for current owners and executed contracts for existing or new units permitted prior to 7/20/2021, provided license applications are filed on or before 6/1/2022
 - Potential exceptions via future negotiated land use application processes (at Council’s discretion) where at least double the required amount of affordable housing units are being provided in a development
- Establishment of caps on the number of STR licenses permitted in four separate *non-Residential* areas throughout the City
 1. C-2/Historic Downtown: 99 Total or 70% of existing units (currently 70)
 2. Highway 291 Corridor: 100 Total or 35% of existing units (currently 48)
 3. Industrial Corridor: 16 Total or 35% of existing units (currently 8)
 4. Highway 50 Corridor: 46 Total or 70% of existing units (currently 4)

Chapter 16

- Refinement of the definition and review procedures for “Bed and breakfast inn”
- Clarification of review procedures for STRs in RMU, C-2, and C-1 zones
- Clarification of posting requirements in STR units
- Language regarding area-specific non-residential caps and waitlist information



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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- Creation of new parking standards for STRs
- Establishment of a cap on the number of STR licenses permitted in any new development (max. 50% for more than 2 units on same lot)

The final summary results of the online survey are attached to this memo in graphical form. Overall, the number of respondents who have concerns about the number of STR licenses in non-Residential areas and who support caps in those areas outnumbered those without concerns, approximately 2-to-1. This was represented in the written responses as well as the multiple-choice responses. There was a similar breakdown in responses to questions about Residential zones (although, as noted, those zones are already capped). Respondents favored future licenses being made available to Chaffee County primary residents only at a rate of nearly 3-to-1. Respondents also favored licenses being limited to a maximum of 1 per person or LLC at a rate of nearly 4-to-1 (however, due to the ability to create multiple LLCs for ownership, staff feels that such a restriction would be ineffective and overly burdensome, administratively).

The survey also solicited feedback about the different ways that STRs and hotels/motels are taxed (lower residential rate for STRs, higher commercial rates for hotels/motels). Overwhelmingly, respondents noted that STRs should be taxed the same or similar to hotels and motels. Per conversations with the Chaffee County Assessor and others; however, there are currently no legal mechanisms to assess residential units commercially for such STR use, at least until there is action at the state level. It should be noted that the number of respondents who feel that the fees for STRs are too low also outnumbered those who feel they are too high or just about right nearly 2-to-1. Fee adjustments are not a part of the attached Ordinance but will likely be addressed as part of a resolution at a future Council date.

Please note that, due to the urgency of having new policies in place, and the existing moratorium on STR licenses, the first reading of this Ordinance was scheduled prior to the September 27th Planning Commission hearing. At that hearing, Planning Commission will consider the proposed text amendments and make recommendations to be forwarded for the second reading and public hearing at City Council on October 5th. Any such amendments



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date September 21, 2021
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would need 30 days to become effective, and therefore the moratorium may need to be extended by at least a couple of weeks.

SUGGESTED MOTION

“I move that the City Council approve Ordinance 2021-15 upon first reading and set a public hearing and second reading for October 5th, 2021.”

Attachments:

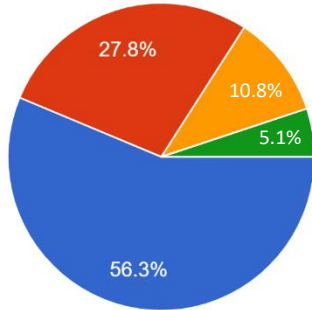
- Ordinance 2021-15
- Summary Results of STR Survey

City of Salida Short-Term Rental (STR) Survey Results

(August 10th – September 3rd)

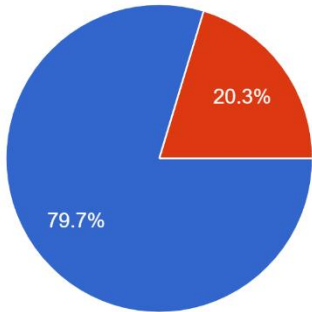


Where is your primary residence?
748 responses



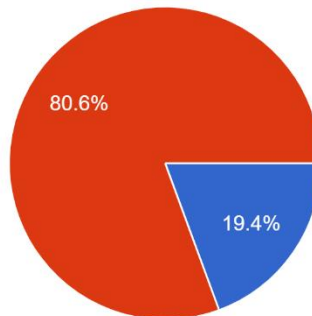
- Within Salida city limits
- Within Chaffee County or within 50 miles of Salida
- Outside the area but within Colorado
- Outside of Colorado

Do you own or rent your primary residence?
748 responses



- Own
- Rent

Do you currently hold a short-term rental (STR) license within the City of Salida?
748 responses

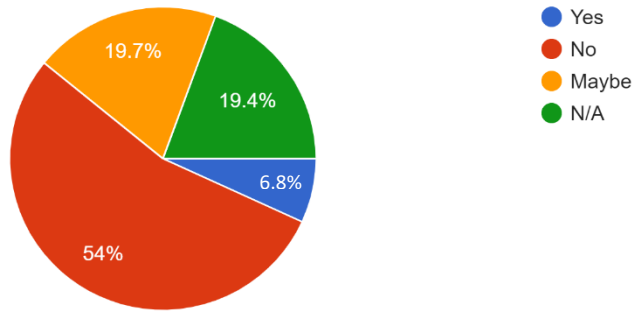


- Yes
- No



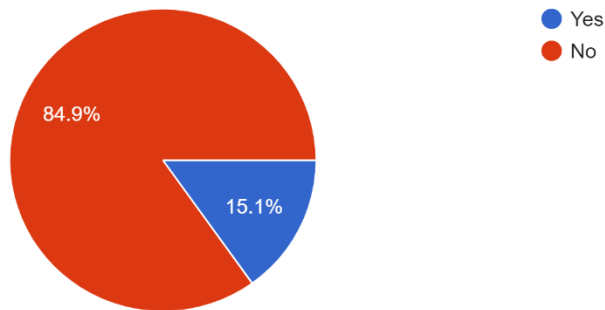
If you do not currently hold an STR license, do you currently have plans to obtain one in the future?

731 responses



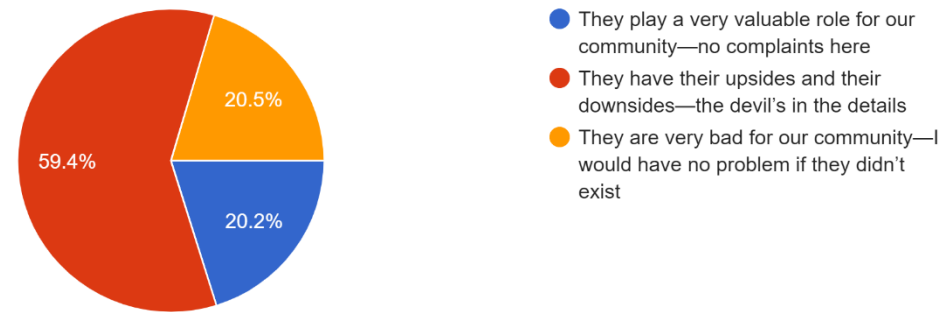
Are you involved with STRs in any sort of other business fashion (e.g. property management, real estate, development, etc.)?

748 responses



Generally speaking, how do you view STRs?

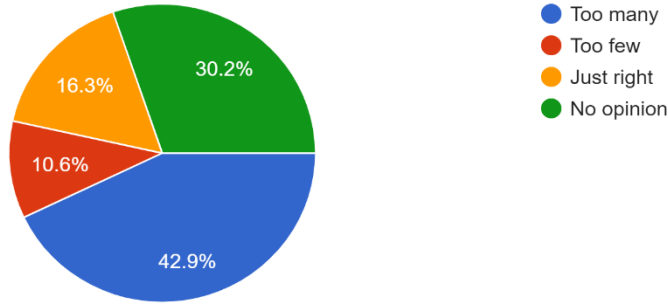
748 responses





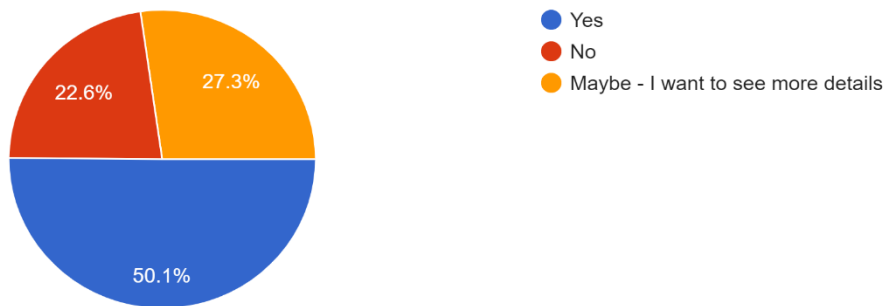
What is your view of the current number of STR licenses in COMMERCIAL/INDUSTRIAL zone districts?

748 responses



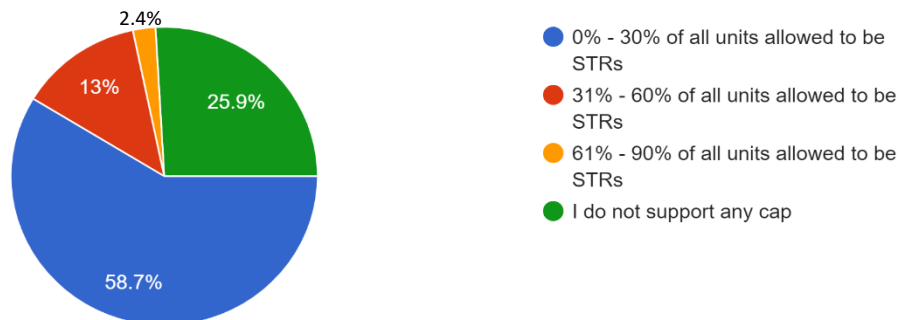
Would you support some sort of cap on the number of STR licenses allowed for EXISTING UNITS in COMMERCIAL/INDUSTRIAL zone districts? (assuming existing licenses would be allowed to continue)

748 responses



If you would support limits on the number of STR licenses allowed for EXISTING UNITS in COMMERCIAL/INDUSTRIAL zone districts, what do you think would be an appropriate percentage cap?

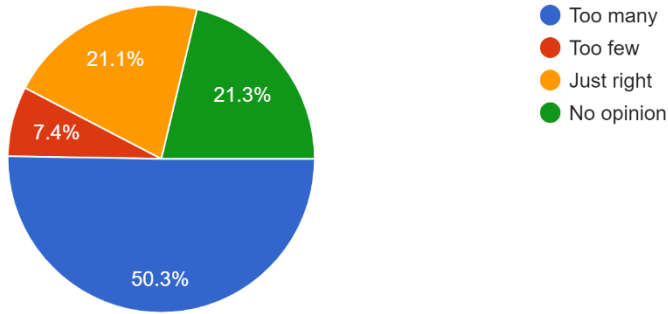
714 responses





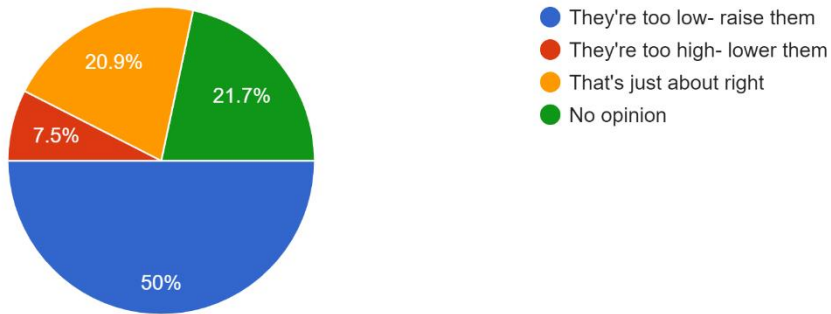
What is your view of the current number of STR licenses in RESIDENTIAL zone districts?

748 responses



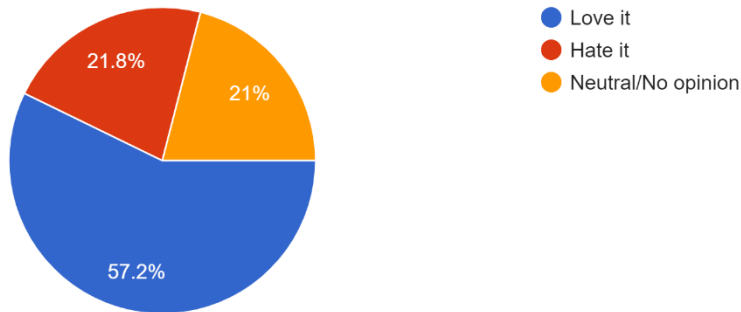
How do you feel about current fees for STR licenses?

748 responses



How would you feel if only primary residents of Chaffee County were allowed to receive FUTURE licenses?

748 responses



**CITY OF SALIDA, COLORADO
ORDINANCE NO. 15
(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA
MUNICIPAL CODE CONCERNING SHORT TERM RENTALS**

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

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

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

WHEREAS, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations concerning short-term rentals within Chapter 6, Business Licenses and Regulations, and Chapter 16, Land use and Development, of the Salida Municipal Code (“Code”); and

WHEREAS, the City of Salida is currently experiencing a severe shortage of housing and long-term rental units for the local workforce, and the diversion of the existing housing stock for short-term rental licenses contributes to the City’s housing shortage and has a direct and indirect impact on affordability and the availability of housing; and

WHEREAS, as a result, on July 20, 2021, via Ordinance 2021-11, Council imposed a three (3) month temporary moratorium for the City to review, research, develop, adopt and implement recommendations, amendments and regulations regarding housing, affordability and short-term rentals; and

WHEREAS, the City engaged in a comprehensive public survey of approximately 750 residents, property owners and stakeholders, held work sessions, meetings and discussions, and reviewed City policy regarding housing of all types and short-term rentals, its impacts, availability, solutions and options that may lead to modification to land use regulations, business licensing requirements, staffing, funding and other regulatory measures; and

WHEREAS, without amending the applicable and appropriate regulations within Chapter 6 and Chapter 16 of the Code, short-term rentals will have and continue to have adverse impacts on the community at large, which include, but are not limited to real estate price pressure for present and future local wage earners and workforce, a scarcity of housing options within the City of Salida, a reduction in the number of housing units available to present and future local workforce and wage earners, and diminished neighborhoods and community character and desirability, all of

which may damage the public health, safety, and welfare of the City and surrounding neighborhoods; and

WHEREAS, at a public hearing held on September 27, 2021, the City Planning Commission reviewed all related issues and made certain recommendations to Chapter 16 of the Code; and

WHEREAS, after due and proper notice as required by C.R.S. §§ 31-23-304 and 305, the City Council held a public hearing on October 5, 2021; and

WHEREAS, the Council has conducted its review of all these issues and impacts, and has observed the processes provided for in the Code concerning short-term rentals, and finds that it is necessary for the public health, safety and welfare of its present and future residents, local workforce, businesses, customers, economy and tax base of Salida to amend Chapter 6, Article VI, regarding short-term rental licenses, and Chapter 16, regarding short term rentals, as provided below.

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

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

Section 2. The definition of Applicant within section 6-6-10 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-6-10. Definitions.

...

Applicant means the owner of the property, or the person controlling the corporate owner of the property, used as a short-term rental business, ~~or the owner's authorized agent or representative~~ as evidenced on the recorded deed for the property.

Section 3. Section 6-6-20 of the Salida Municipal Code 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 or City Clerk. 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 or City Clerk 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, **Kayak, Orbitz**, etc.
- (d) 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.
- (e) Each licensee shall submit to the City, on a yearly basis, and upon renewal, an affidavit, signed by the licensee and notarized, attesting, **under penalty of perjury**, to the duration and frequency of the prior year's short-term rental history, **including the specific number of rooms and nights rented in the prior year**, as well as confirmation of payment of all applicable sales and occupational lodging taxes.
- (f) The name of the license applicant must match the name of the owner on the deed for the property, or the person controlling the corporate owner of the property. The applicant shall submit to the City a copy of the recorded deed, showing the recording data with the Chaffee County Clerk and Recorder.**
- (g) Chaffee County residency. To be eligible to apply for a short-term rental license, the applicant and owner of the property to be rented must be a bona fide resident of Chaffee County, pursuant to the following requirements, restrictions and parameters:**
- (1) Bona fide residency in Chaffee County shall be documented and established by two (2) or more of the following:**
 - a. **Valid driver's license or Colorado identification card;**
 - b. **Current voter registration;**
 - c. **Valid motor vehicle registration;**
 - d. **Document(s) designating a primary residence for income tax purposes.**
 - (2) If there is a corporate owner of the property, the person controlling the corporate owner must establish bona fide residency in Chaffee County, as required above, and must provide proof of documentation filed with the Colorado Secretary of State establishing that person's control of the corporate owner.**
 - (3) Current and valid documentation required by this Article must be provided to the City on an annual basis, for all new and renewal applications.**
 - (4) Each licensee shall submit to the City, on an annual basis, for all new and renewal applications, an affidavit, signed by the applicant and notarized, attesting, under penalty of perjury, to bona fide residency in Chaffee County, as well as confirmation of the validity of all documentation submitted pursuant to this Article.**
 - (5) All short-term rental units already licensed with the City as of November 4, 2021, the effective date of Ordinance 2021-15, may continue to operate and renew annually regardless of the Chaffee County residency eligibility requirements of this subsection (g) until such time that the property changes ownership, or the person(s) controlling the corporate owner of the property changes, or until such time the short-term rental license is revoked or abandoned pursuant to this Article. Furthermore, owners of property purchased, or under valid and executed contract to be**

purchased, prior to November 4, 2021 may apply for a short-term rental license regardless of the eligibility requirements of this subsection (g), provided such license application is filed on or before June 1, 2022, and provided that the unit existed or had a valid building permit for construction on or before July 20, 2021.

(6) Exceptions to the residency requirements in this subsection (g) can be granted only upon City Council's sole discretion related to a negotiated land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.

(h) The maximum number of short-term rentals in the non-residential zones (eg: RMU, C-1, C-2 and I) shall not exceed the caps in the following neighborhoods and designated areas, as illustrated in "Exhibit A" to Ordinance 2021-15, a running tally of which shall be kept with the City Clerk's office along with the most recent neighborhood map, and open for public inspection at all times during business hours:

- (1) C-2/Historic Downtown: Ninety-Nine (99) short-term rental licenses
- (2) Highway 291 Corridor: One Hundred (100) short-term rental licenses
- (3) Industrial Corridor: Sixteen (16) short-term rental licenses
- (4) Highway 50 corridor: Forty-Six (46) short-term rental licenses

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

Sec. 6-6-30. - Application, issuance and renewals.

- (a) Any person desiring a license to engage in the short-term rental business shall apply to the City Administrator or City Clerk prior to any advertising on forms provided by the City Clerk. New license applications for properties within the RMU, I, C-1, and C-2 zone districts must be submitted at least thirty (30) days prior to the date of the intended use and prior to any advertising of the property as a short-term rental. New license applications for properties within any zone district other than RMU, I, C-1 and C-2, and all renewal applications, shall be submitted by June 1 of every year, and licenses shall be valid from July 1 through June 30. New license application fees for properties within the RMU, I, C-1 and C-2 zone districts shall not be pro-rated or reduced.
- (b) The City Administrator or City Clerk may issue a new short-term rental business license upon all the following conditions:
 - (1) The applicant has submitted a complete application form and provided all required information regarding the short-term rental unit, including, but not limited to a copy of the applicable sales tax license, the total number of bedrooms, and the local contact person.

- (2) The applicant has paid the appropriate fee established by the City Council, **and has paid all taxes and fees owed to the City, including those related to other properties and purposes within the City.**
- (3) The property to be used for a short-term rental business has completed and complied with the City short-term rental unit inspection worksheet.
- (4) All applicable requirements in Section 6-6-20 are met.**
- (c) The City Administrator or City Clerk may renew a short-term rental business license upon all the following conditions:
- (1) The applicant has submitted a complete renewal form and provided all required information regarding the short-term rental unit, including, but not limited to a copy of the applicable sales tax license, and the local contact person.
- (2) The applicant has paid the appropriate fee established by the City Council, and all applicable taxes throughout the previous year, **including sales tax, and has paid all taxes and fees owed to the City, including those related to other properties and purposes within the City.**
- (3) The property to be used for a short-term rental business has completed and complied with the City short-term unit inspection worksheet and there are no outstanding health and safety violations on the property that are related to the "Short-Term Rental License Renewal Fire Department Checklist," any other application requirements set by the Fire Department, or any violations of Chapter 18 of this Code as it relates to habitability.
- (4) The applicant has submitted the appropriate affidavits, as required by Section 6-6-20.
- (5) There have been no violations of the provisions of this Article, or of any law, or regulation pertaining to the requirements of the application, or at the property, or of any of the terms pertaining to the license over the past year.
- ~~(6) The licensee has remitted sales taxes during the previous year.~~
- (6) All applicable requirements in Section 6-6-20 are met.**
- (d) It is the duty of each short-term rental licensee to ensure that all of the information provided in a license application is kept up to date at all times, and it shall be unlawful for a licensee to fail to provide updated information to the City within ten (10) days after the date upon which any information provided is no longer accurate.
- (e) No license issued under this Article shall be transferable and no license is valid as to any person or entity other than the person or entity named thereon.
- Section 5.** The definition of Bed and breakfast inn within Section 16-1-80 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 16-1-80. Definitions.

...

Bed and breakfast inn means an overnight lodging establishment that provides short-term lodging, and temporary accommodations, services and amenities, including at least one meal per day, to overnight guests for a fee for a charge to the public, generally for periods of less than ~~one (1) month~~ thirty (30) days, having an owner or manager residing on the site and operating such establishment. Incidental sale of supplies or products associated with the bed and breakfast shall be permitted on premises. An appropriate sales tax license shall be obtained and maintained during the course of business.

Section 6. Table 16-D of the Salida Municipal Code, regarding Schedule of Uses, is hereby amended, in part, as it relates to short-term rental units and bed and breakfast inns, to read as follows:

**TABLE 16-D
Schedule of Uses**

N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review MR = Major Impact Review									
Residential Business Uses	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	Standards
Bed and breakfast inns	AR	AR	AR	AR	P <u>AR</u>	P <u>AR</u>	P <u>AR</u>	AR	
...									
Short-term Rental units	AR	AR	AR	AR	P <u>AR</u>	P <u>AR</u>	P <u>AR</u>	AR	Sec. 16-4-190(q)

Section 7. Section 16-4-190(f) of the Salida Municipal Code, regarding Review standards applicable to particular uses, Short-term Rentals, is hereby amended, to read as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

...

(q) Short-term Rentals.

(1) Purpose. The purpose of this Section is to protect the health, safety and welfare of the general public and to ensure that the rental of private dwelling units as short-term rentals does not result in adverse impacts to the quality of residential neighborhoods due to

excessive noise, parking congestion, and overcrowding and the availability of dwelling units for long term rentals.

a. Registration and licensing requirements.

1. All short-term rentals shall comply with Chapter 6 Article VI of the Salida Municipal Code, which establishes the conditions under which a property owner may apply for a short-term rental business license.
2. A separate short-term license is required for each short-term rental property. The permit shall be issued only to the owner of the short-term rental property. In the residential zones (R-1, R-2, R-3, and R-4), no more than one (1) short-term rental permit is permitted per property owner. All short-term rental permits shall be granted solely to the applicant at the address for which the permit is issued and shall not be transferable to any other person or legal entity **or property**. The owner of the short-term rental is responsible for compliance with the provisions of this Section and Chapter 6 Article VI pertaining to short-term rental licensing.
3. Properties that cannot comply with the criteria set forth in this Section and in Chapter 6 Article VI of the Salida Municipal Code may appeal the decision of the Administrator or his or her designee in conformance with Section 16-2-70 of the Land Use and Development Code.
4. Each short-term rental unit shall have a clearly visible notice posted within the unit that includes the following:
 - i. Contact information for the property management;
 - ii. The City short-term rental business license number;
 - iii. Contact information for emergencies;
 - iv. Location of fire extinguishers and fire escape routes;
 - v. The maximum number of people in terms of permitted sleeping occupancy;
 - vi. The maximum number of persons permitted in the unit at any one (1) time;
 - vii. The location for parking vehicles and the maximum number of parked vehicles permitted for the unit;
 - viii. Alternative parking locations for extra vehicles, trailers and campers;
 - ix. Requirements for smoking;
 - x. Method and timing of trash disposal;
 - xi. Snow removal instructions;
 - xii. Notice to keep noise to a minimum between 10:00 p.m. and 7:00 a.m.;
 - xiii. the total number of bedrooms** [and]
 - ~~xiii~~**xiv.** Policy regarding pets.

(2) Conditions and standards.

- a. The maximum number of short-term rentals in the residential zones (R-1, R-2, R-3, and R-4) shall not exceed three and a half (3½) percent of the total number of dwelling units eligible as short-term rentals (not including apartment units and accessory dwelling units) in those residential zones. This number shall be based on the survey of dwelling units in the residential zones completed in 2017 with the addition of new dwelling unit (with a certificate of occupancy) totals each year, added in December. Permitted short-term rentals in existence at the time of the adoption of this Section shall be included in the calculation of the maximum number of units allowed. In the

event the maximum number has been met, no new applications for short-term rentals will be accepted. If a waiting list for short-term rentals in the residential zones exists, new permits, once available, will be issued based on the ability of the applicant to comply with the conditions in this Section and the licensing requirements in Chapter 6 Article VI of the Municipal Code on a first come first serve basis.

- b. **The maximum number of short-term rentals in the non-residential zones (eg: RMU, C-1, C-2 and I) shall not exceed the caps set forth in Section 6-6-20. In the event the maximum number has been met, no new applications for short-term rentals will be accepted. If a waiting list for short-term rentals in the non-residential zones exists, new permits, once available, will be issued based on the ability of the applicant to comply with the conditions in this Section and the licensing requirements in Chapter 6 Article VI of the Municipal Code on a first come first serve basis.**
- c. b. In the residential zones (R-1, R-2, R-3, and R-4), short-term rentals shall be rented as a short-term rental for no more than one hundred eighty-five (185) calendar days a year.
- ed. A maximum of one (1) short-term rental is permitted per street segment (which includes the dwelling units on both sides of the street) in the residential zones (R-1, R-2, R-3, and R-4).
- de. Short-term rentals are not permitted in an apartment building at any time in any zone district.
- ef. Applicants wishing to rent an individual room(s) on a short-term basis in an owner-occupied dwelling unit shall comply with Table 16-D of the Land Use and Development Code listing for bed and breakfast inns.
- fg. Quiet hours shall be observed between the hours of 10:00 p.m. and 7:00 a.m.
- gh. No short-term rental shall be operated in such a way as to constitute a nuisance.
- hi. The maximum number of occupants permitted in a short-term rental shall be established at the time of initial unit licensing. Events, such as concerts and wedding events are prohibited.
- ij. The designated parking for vehicles of short-term rental guests shall be addressed at the short-term rental application and licensing stage, **and shall meet the off-street parking standards identified in Table 16-J.**
- k. Any development that has two (2) or more primary units on the same lot shall have no more than fifty percent (50%) of its units as short-term rental units.**

Section 8. Table 16-J of the Salida Municipal Code, regarding Off-Street Parking Standards by Use, is hereby amended, in part, by the addition of Short-term rentals, as follows:

TABLE 16-J Off-Street Parking Standards by Use	
Use	Parking Standard
Residential Uses—1 space per unit unless specified below	
Single-family, Duplex, ADU	1 space per unit
Multi-family dwelling unit	One (1) space per first unit, plus one and one-half (1.5) spaces per additional unit. One (1) space per unit ¹
Rooming or boarding house	1 space per bed
...	
Residential Business Uses	
Bed and breakfast inn	½ space per guest room, plus 1 space for owner/manager's unit
....	
Home business or home occupation	1 additional space
<u>Short-Term Rentals</u>	<u>One (1) space per first two (2) bedrooms, plus one half (½) space for each additional bedroom</u>
...	

Section 9. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 21st day of September, 2021 and set for second reading and public hearing on the 5th day of October, 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 5th day of October, 2021.

CITY OF SALIDA

By: _____
Mayor PT Wood

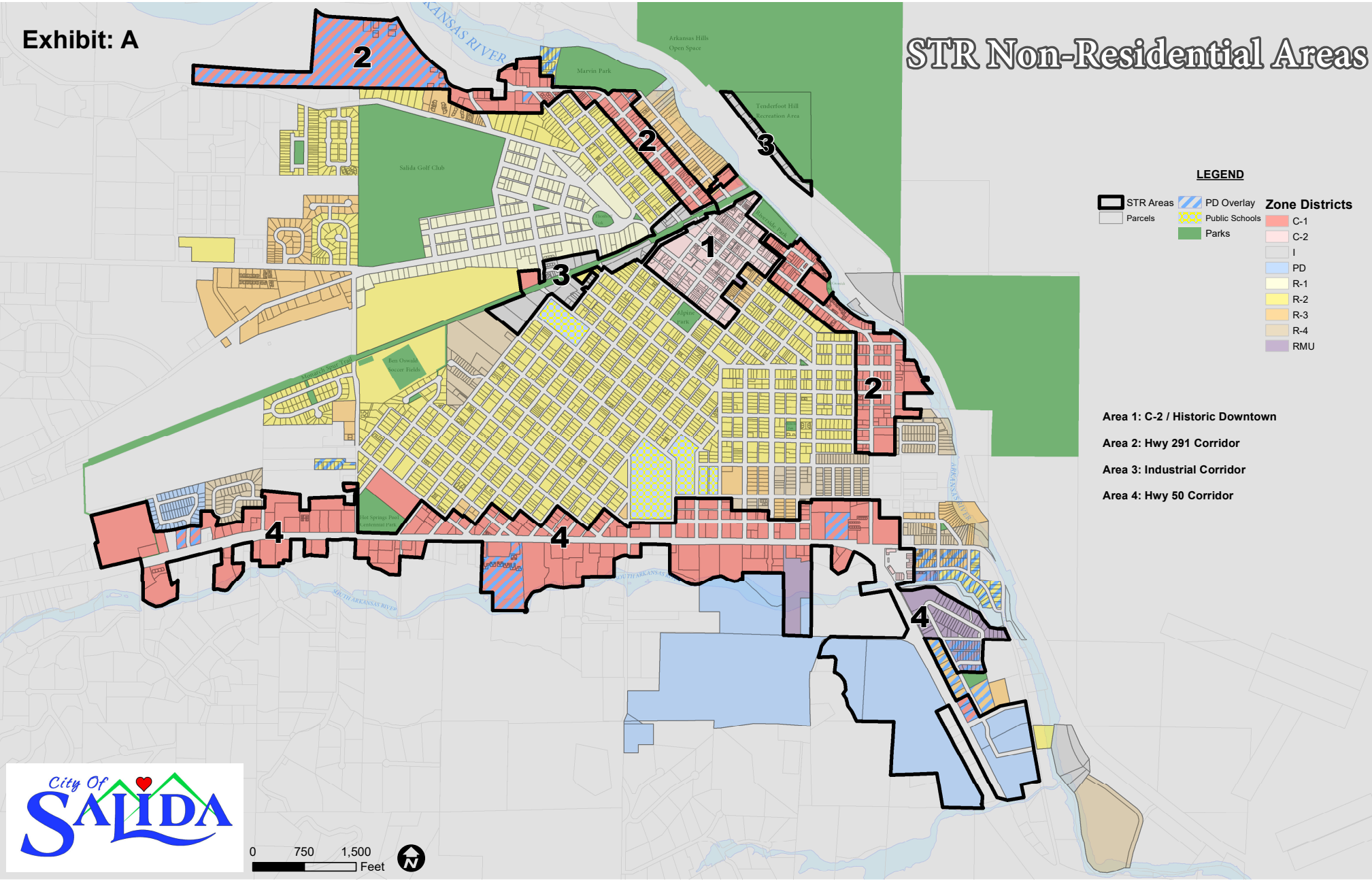
ATTEST: (SEAL)

By: _____
City Clerk

Exhibit A

Exhibit: A

STR Non-Residential Areas



CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2021



The City of Salida Sales Tax, Chaffee County Sales Tax, and Retail Marijuana Tax Report examines tax collections for the month of July 2021, which were remitted to the City of Salida in September 2021

Summary Results for City Sales, Chaffee County Sales, and Retail Marijuana Taxes

July City sales tax collections increased by \$143,575 (18.3%) as compared to July 2020. The City's portion of Chaffee County sales tax collections was up \$55,490, a 20.0% increase over July 2020. The State allocation of the 15% Marijuana Tax was down by \$8,229 (-61.6%). In total, sales tax receipts are 17.7% higher for July and 27.2% higher year to date and are exceeding the amended budget projections by \$1,525,347 or 27.3% year to date. The budget in this presentation is spread throughout the year in the same (seasonal) proportion as actual collections in previous years (not evenly throughout the year).

Current Month							
	July 2021	July 2020	2021 - 2020 \$ Change	2021 - 2020 % Change	July 2021 Budget	2021 Budget \$ Variance	2021 Budget % Variance
3% Sales Tax	\$ 927,952	\$ 784,377	\$ 143,575	18.3%	\$ 788,166	\$ 139,786	17.7%
Shared County Tax	\$ 333,147	\$ 277,657	\$ 55,490	20.0%	\$ 286,357	\$ 46,790	16.3%
Marijuana	\$ 5,135	\$ 13,364	\$ (8,229)	-61.6%	\$ 11,335	\$ (6,200)	-54.7%
Total	\$ 1,266,234	\$ 1,075,398	\$ 190,836	17.7%	\$ 1,085,857	\$ 180,377	16.6%
Year to Date							
	YTD 2021	YTD 2020	2021 - 2020 \$ Change	2021 - 2020 % Change	YTD 2021 Budget	2021 Budget \$ Variance	2021 Budget % Variance
3% Sales Tax	\$ 5,234,688	\$ 4,148,719	\$ 1,085,970	26.2%	\$ 4,133,427	\$ 1,101,261	26.6%
Shared County Tax	\$ 1,821,616	\$ 1,375,248	\$ 446,368	32.5%	\$ 1,402,181	\$ 419,434	29.9%
Marijuana	\$ 60,154	\$ 71,080	\$ (10,926)	-15.4%	\$ 55,503	\$ 4,651	8.4%
Total	\$ 7,116,459	\$ 5,595,046	\$ 1,521,412	27.2%	\$ 5,591,112	\$ 1,525,347	27.3%

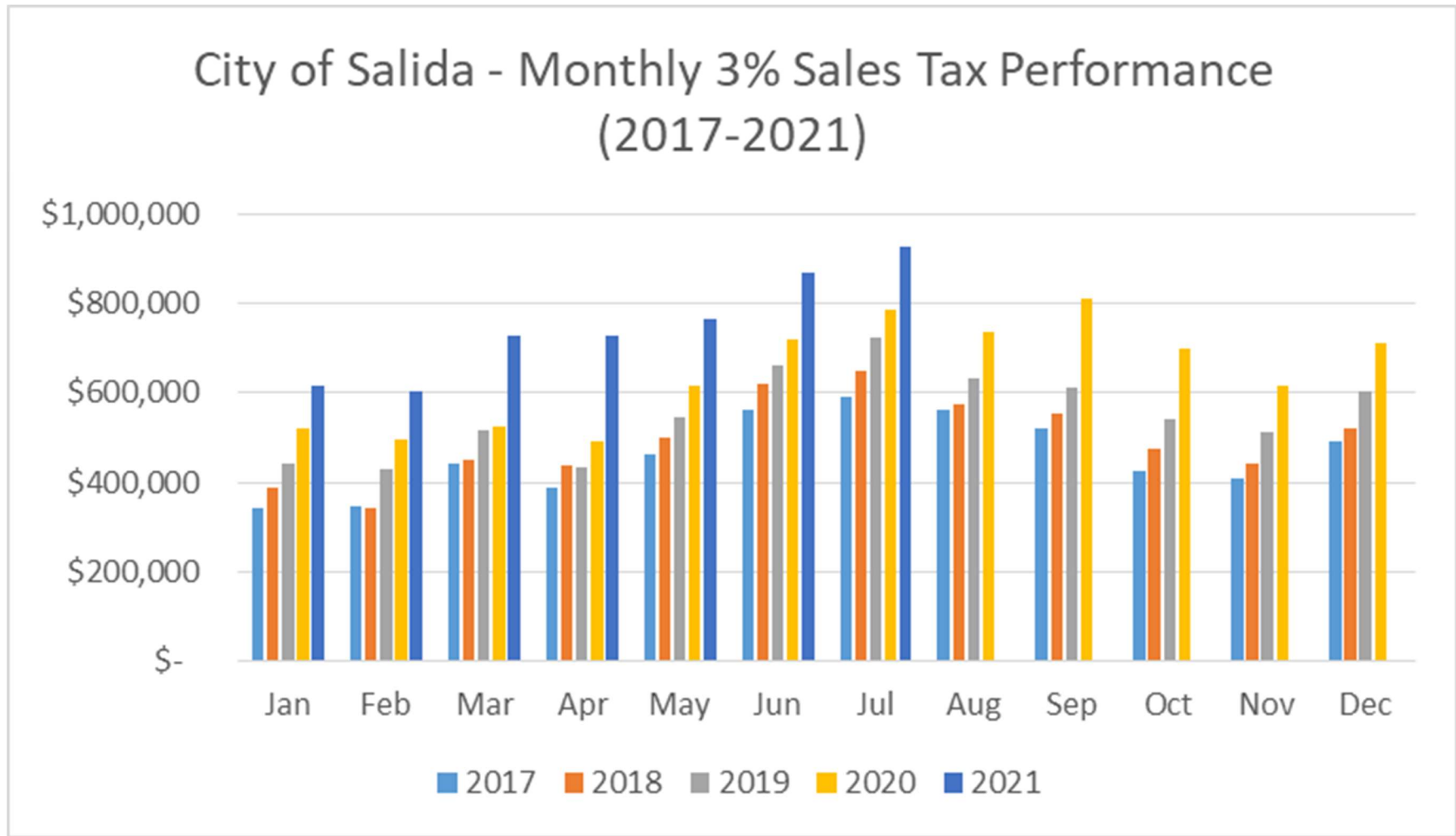
CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2021



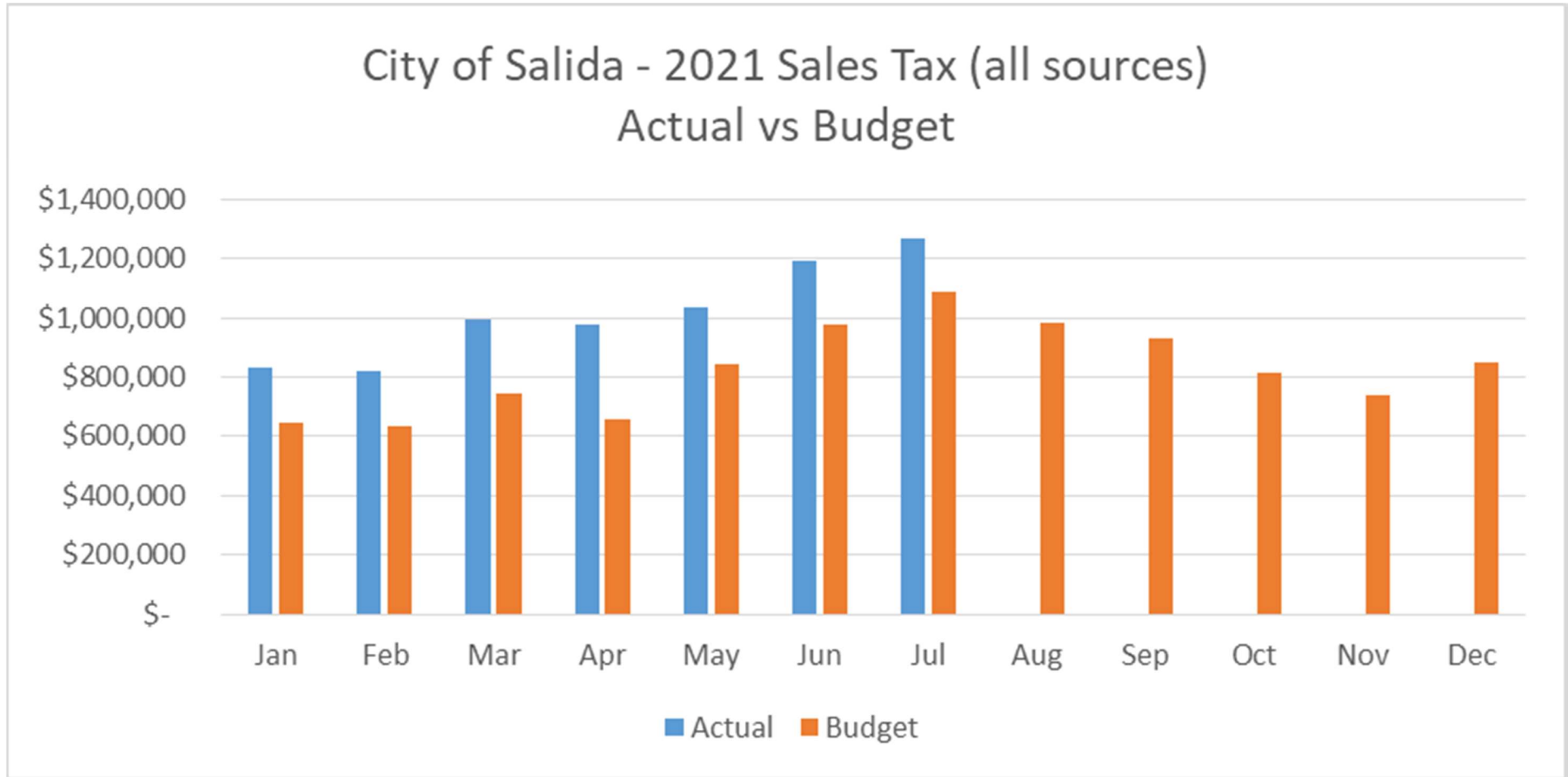
Below is the tracking by NAICS industry sector report for the 3% City sales tax collections.

3% City Sales Tax by Industry Sector									
Current Month					Year to Date				
NAICS Sector	July 2021	July 2020	2021-2020 \$ Change	2021-2020 % Change	YTD 2021	YTD 2020	2021-2020 \$ Change	2021-2020 % Change	
Retail Trade	\$ 569,708	\$ 534,944	\$ 34,764	6.5%	\$ 3,554,591	\$ 2,998,456	\$ 556,135	18.5%	
Accommodation and Food Services	\$ 249,161	\$ 152,385	\$ 96,776	63.5%	\$ 977,455	\$ 592,579	\$ 384,876	64.9%	
Manufacturing	\$ 22,745	\$ 22,121	\$ 624	2.8%	\$ 155,972	\$ 121,762	\$ 34,211	28.1%	
Wholesale Trade	\$ 24,004	\$ 17,684	\$ 6,320	35.7%	\$ 147,387	\$ 105,566	\$ 41,821	39.6%	
Construction	\$ 8,471	\$ 9,492	\$ (1,021)	-10.8%	\$ 74,155	\$ 66,045	\$ 8,110	12.3%	
Information	\$ 7,296	\$ 6,750	\$ 546	8.1%	\$ 47,533	\$ 48,192	\$ (659)	-1.4%	
Real Estate, Rental & Leasing	\$ 5,851	\$ 5,289	\$ 562	10.6%	\$ 27,767	\$ 23,480	\$ 4,287	18.3%	
All Other	\$ 40,716	\$ 35,713	\$ 5,003	14.0%	\$ 249,828	\$ 192,639	\$ 57,189	29.7%	
Total	\$ 927,952	\$ 784,377	\$ 143,575	18.3%	\$ 5,234,688	\$ 4,148,719	\$ 1,085,970	26.2%	

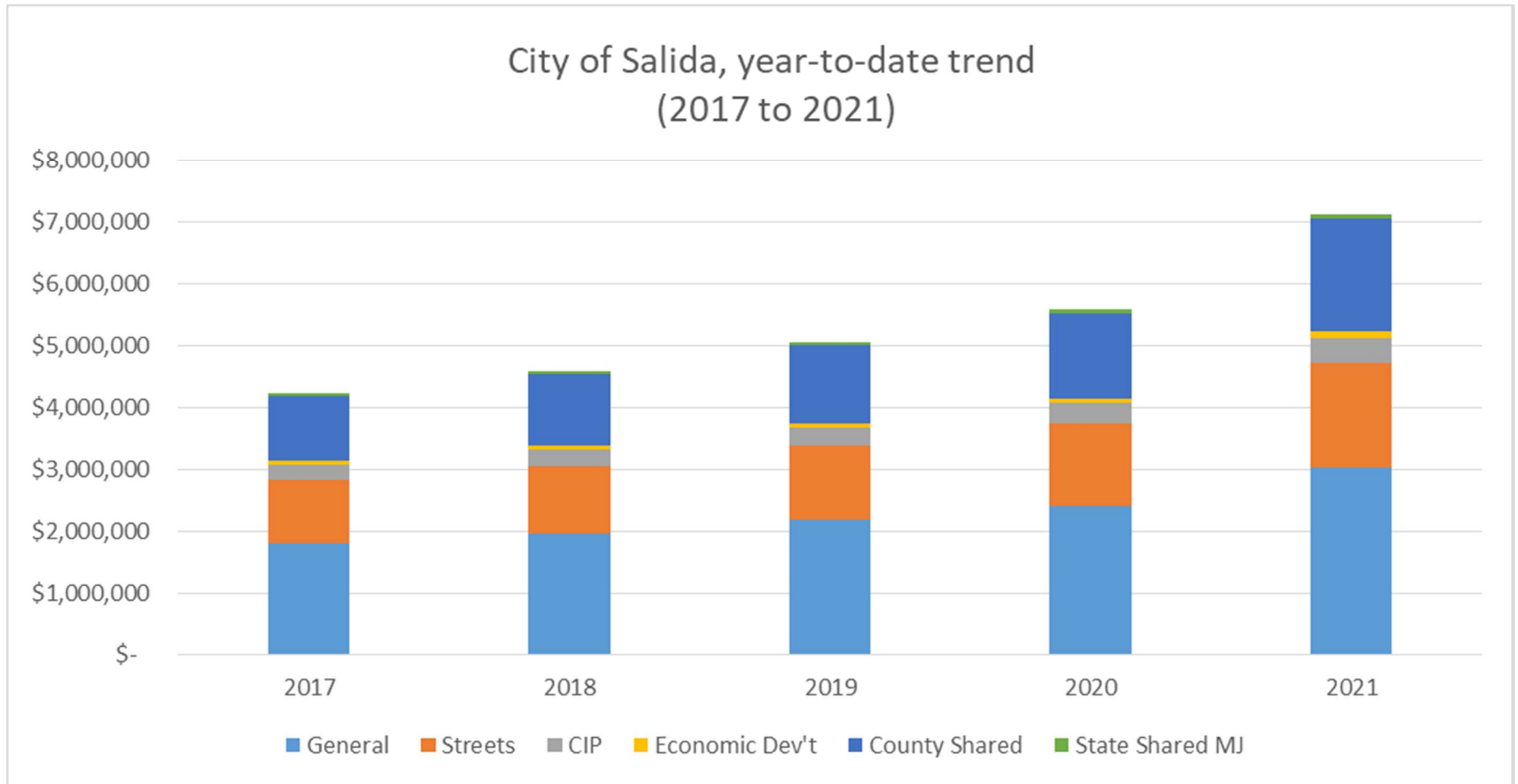
CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2021



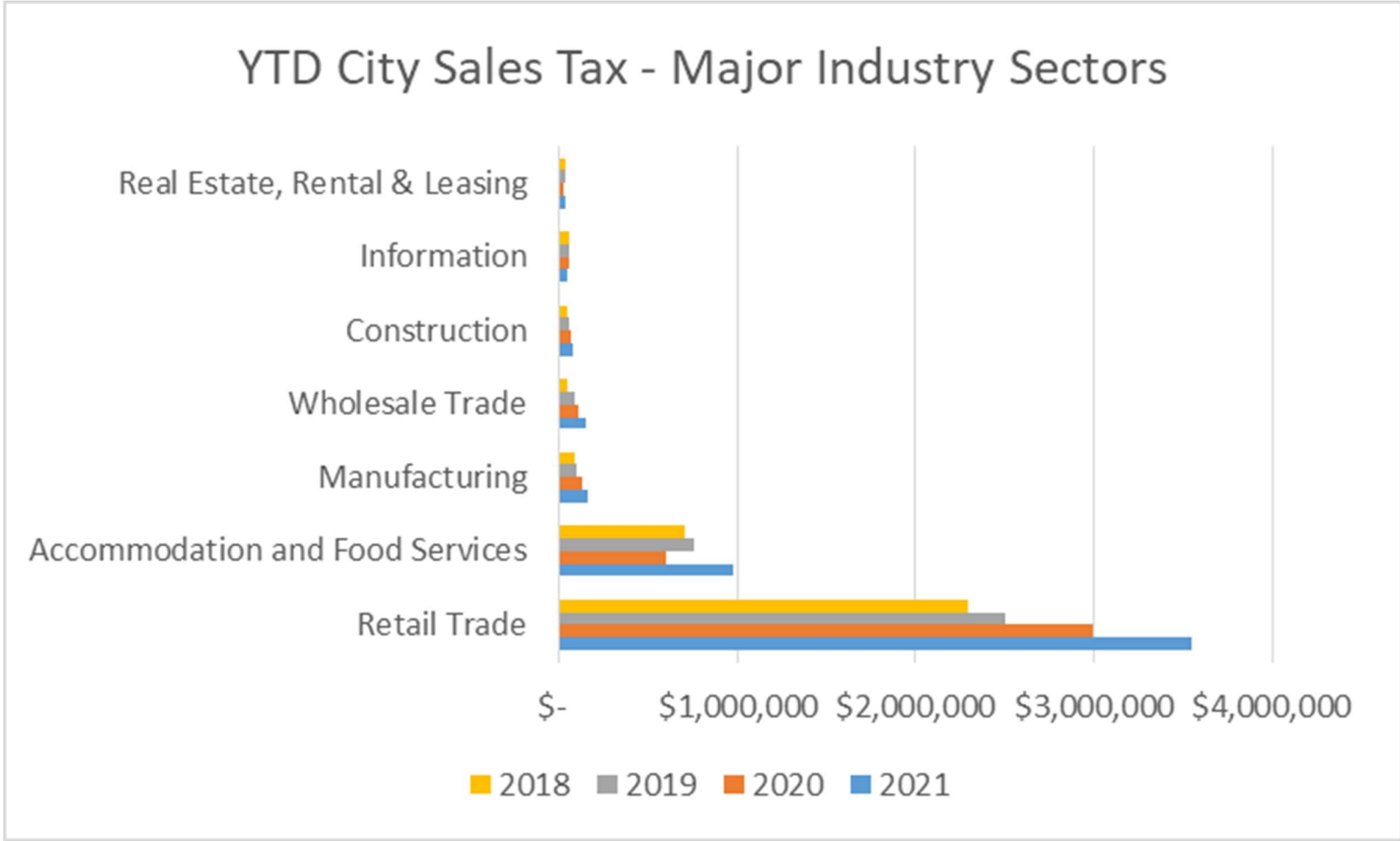
CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2021



CITY OF SALIDA, COLORADO
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JULY 2021

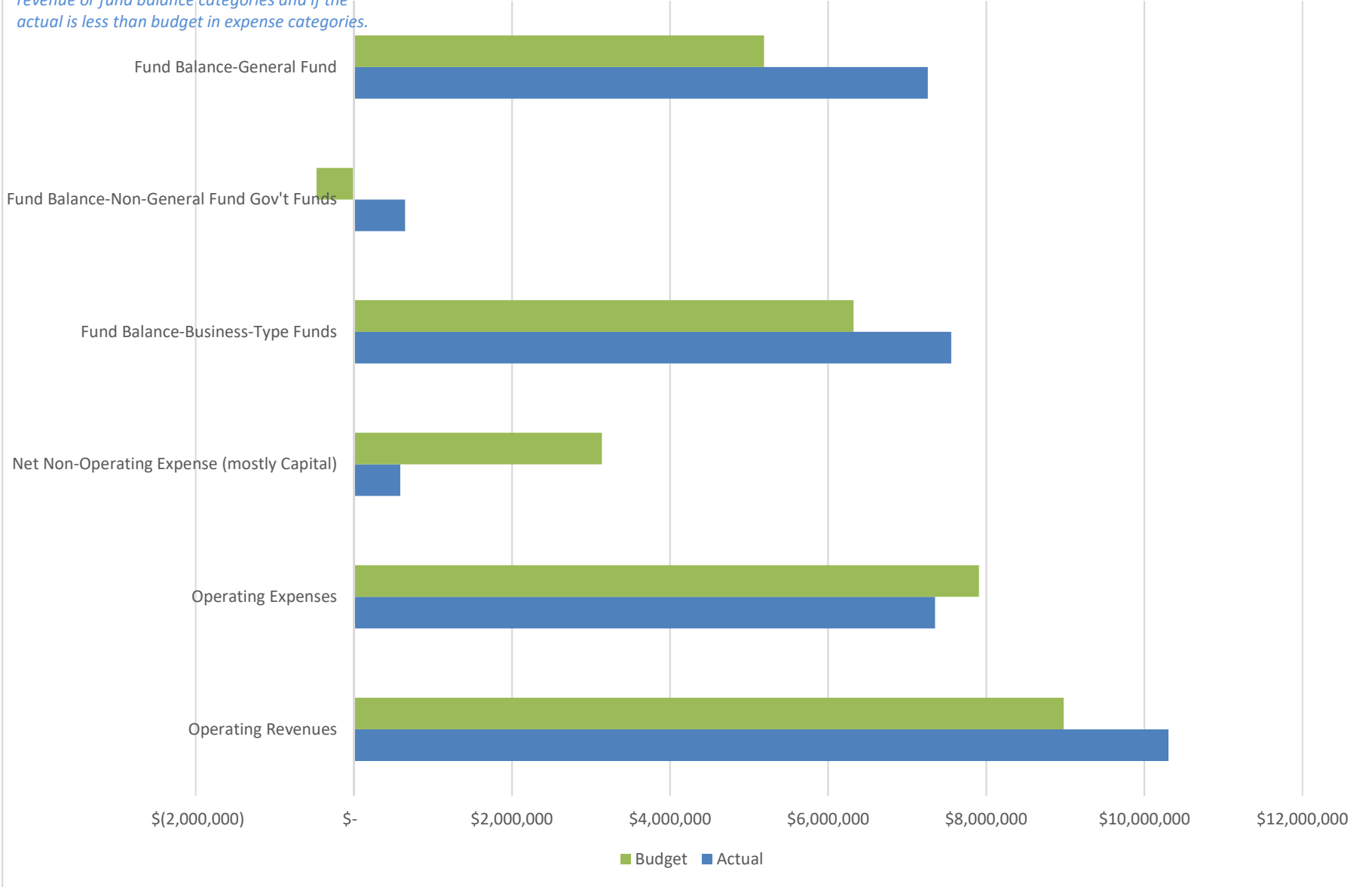


CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2021



Budget to Actual Tracking-All Funds Seven Months Ending July 31, 2021

Note: It is generally considered "favorable" if actual (blue) is greater than budget (green) in revenue or fund balance categories and if the actual is less than budget in expense categories.



City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Seven Months Ending July 31, 2021

Percentage of year passed: 58%

	YTD July 2020	YTD July 2021	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
<u>Operating Revenues</u>						
1 Tax Revenue (Sales, Lodging, Franchise fees)	\$ 2,726,745	\$ 3,395,997	\$ 2,942,584	(1) \$ 453,413	\$ 5,046,320	67.3%
2 Fees for General Services	136,861	127,410	112,976	14,434	193,750	65.8%
3 Fines & Forfeitures	21,710	28,361	37,318	(8,957)	64,000	44.3%
4 Licenses and Permits	58,103	75,183	16,327	58,856	28,000	268.5%
5 County sales tax and other intergovernmental revenue	1,530,868	1,918,965	1,527,430	391,535	2,619,500	73.3%
6 Fees for Recreation & Event Services	189,874	212,858	312,979	(100,121)	536,750	39.7%
7 Miscellaneous Revenue	175,248	128,879	116,039	12,840	199,000	64.8%
8 Total Operating Revenues	4,839,409	5,887,653	5,065,653	822,000	8,687,320	67.8%
<u>Operating Expenses</u>						
9 Cost of Sales	29,454	50,693	76,387	25,694	131,001	38.7%
10 Personnel	3,186,263	3,402,760	3,579,685	(2) 176,925	6,138,982	55.4%
11 Contracted Services	534,149	518,408	675,008	156,600	1,157,620	44.8%
12 Supplies & Materials	131,571	175,142	185,924	10,782	318,850	54.9%
13 Utilities	231,051	245,186	252,482	7,296	433,000	56.6%
14 Other Operating Costs ^	422,854	616,239	605,258	(10,981)	1,038,000	59.4%
15 Financing Obligations	129,894	129,885	129,885	(3) -	253,635	51.2%
16 Total Operating Expenses	4,665,236	5,138,313	5,504,629	366,316	9,471,088	54.3%
17 Revenues over (under) expenses-operating only	\$ 174,173	\$ 749,340	\$ (438,976)	\$ 1,188,316	\$ (783,768)	-95.6%
<u>Non Operating Revenue and Expense ~</u>						
18 Capital Revenue	38,479	41,541	5,831	35,710	10,000	415.4%
19 Grant Revenue	31,236	868,352	26,240	842,112	45,000	1929.7%
20 Net Transfers out (transfer made at year end)				-	(1,018,200)	0.0%
21 Capital Expenditures (\$500 - \$4,999)	(37,265)	(50,032)	(69,126)	19,094	(118,550)	42.2%
22 Capital Purchases & Improvements (\$5,000 +)	(205,172)	(122,261)	(108,398)	(13,863)	(185,900)	65.8%
23 Total (net) Non Operating Revenues & Expenses	\$ (172,722)	\$ 737,600	\$ (145,453)	\$ 883,053	\$ (1,267,650)	-58.2%
24 Revenues over (under) expenses	1,451	1,486,940	(584,429)	2,071,369	(2,051,418)	
25 Fund Balance at 1/1/21 (Unrestricted)		5,774,454	5,774,454		5,774,454	
26 Fund Balance at period end		\$ 7,261,394	\$ 5,190,025	2,071,369	\$ 3,723,036	

* YTD budget spread evenly throughout year except as noted in (1), (2) and (3)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Personnel budget spread based on how many of the 26 pay periods have been paid out YTD.

(3) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, community support, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.

City of Salida
Budget Tracking Analysis
Combined Funds: Streets, Capital Improvement, CTF, Economic Development & Housing
Seven Months Ending July 31, 2021

Percentage of year passed: 58%

	YTD July 2020	YTD July 2021	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	\$ 1,742,462	\$ 2,198,569	\$ 1,828,411	(1) \$ 370,158	\$ 3,135,580	70.1%
3		38,996	29,155	9,841	50,000	78.0%
4	133,666	139,884	169,099	(29,215)	290,000	48.2%
5	3,010	(76)	1,166	(1,242)	2,000	-3.8%
6	1,879,138	2,377,373	2,027,831	349,542	3,477,580	68.4%
7	<u>Operating Expenses</u>					
8	188,720	240,351	235,247	(2) (5,104)	403,435	59.6%
9	264,933	138,703	138,894	191	238,200	58.2%
10	17,672	37,076	25,248	(11,828)	43,300	85.6%
11	184,364	132,273	145,367	13,094	249,300	53.1%
12	655,689	548,403	544,756	(3,647)	934,235	58.7%
13	\$ 1,223,449	\$ 1,828,970	\$ 1,483,075	\$ 345,895	\$ 2,543,345	71.9%
14	<u>Non Operating Revenue and Expense ~</u>					
15		699,985	770,546	(70,561)	1,321,176	53.0%
16	2,067	8,815	104,958	(96,143)	180,000	
17				-	1,018,200	
18	(888,989)	(2,776,335)	(3,716,364)	940,029	(6,373,057)	43.6%
19	\$ (886,922)	\$ (2,067,535)	\$ (2,840,860)	\$ 773,325	\$ (3,853,681)	53.7%
20	336,527	(238,565)	(1,357,785)	1,119,220	(1,310,336)	
21		888,678	888,678		888,678	
22		\$ 650,113	\$ (469,107)	1,119,220	\$ (421,658)	

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Personnel budget spread based on how many of the 26 pay periods have been paid out YTD.

~ Non operating revenues and expenses are related to capital equipment or projects including interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Repairs & Maintenance, lease expense, training, subscriptions, etc.

City of Salida
Budget Tracking Analysis - Business-Like Fund Types
Combined Funds: Water and Wastewater
Seven Months Ending July 31, 2021

Percentage of year passed: 58%

	YTD July 2020	YTD July 2021	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	1,899,253	1,979,261	1,852,567	126,694	3,177,100	62.3%
3	88,686	58,519	34,111	24,408	58,500	100.0%
4	1,987,939	2,037,780	1,886,678	151,102	3,235,600	63.0%
5	<u>Operating Expenses</u>					
6	739,674	765,321	785,875 (1)	20,554	1,347,735	56.8%
7	207,826	219,839	324,204	104,365	556,000	39.5%
8	85,117	66,876	89,127	22,251	152,850	43.8%
9	127,507	126,623	131,431	4,808	225,400	56.2%
10	198,401	181,073	220,587	39,514	378,300	47.9%
11	292,775	306,941	306,941 (2)	-	974,400	31.5%
12	1,651,300	1,666,673	1,858,165	191,492	3,634,685	45.9%
13	\$ 336,639	\$ 371,107	\$ 28,513	\$ 342,594	\$ (399,085)	-93.0%
14	<u>Non Operating Revenue and Expense ~</u>					
15	616,988	1,224,383	2,802,379	(1,577,996)	4,806,000	25.5%
16	(2,700)	(3,617)		(3,617)	-	
17	(456,512)	(480,487)	(2,956,317)	2,475,830	(5,070,000)	9.5%
18	\$ 157,776	\$ 740,279	\$ (153,938)	\$ 894,217	\$ (264,000)	-280.4%
19	494,415	1,111,386	(125,425)	1,236,811	(663,085)	
20		6,448,009	6,448,009		6,448,009	
21		\$ 7,559,395	\$ 6,322,584	1,236,811	\$ 5,784,924	

* YTD budget spread evenly throughout year except as noted in (1) and (2)
 (1) Personnel budget spread based on how many of the 26 pay periods have been paid out YTD.
 (2) Financing Obligations budget spread based on when debt payments are due.
 ~ Non operating revenues and expenses are related to capital equipment or projects, expenses can fluctuate greatly from month to month and are difficult to predict timing of.
 ^ Operating Costs includes all costs of running government not broken out in other line items to include insurance, repairs & maintenance, lease expense, training, etc.



SEPTEMBER 2021 STAFF REPORTS

Police Department –

- We had 828 calls for service in the month of August.
 - Our two new recruits started the Police Academy in Glenwood Springs. They are doing well and should be done by the end of the year.
 - We had the property at 612 C St. cleaned up and the neighborhood seems pleased with the results.
-

Finance Department –

- Presentations to council have been prepared to explain the budget and elicit conversation and decision making. We continue to be on track for Council's adoption of the 2022 budget by October 19, 2022.
 - Two versions of the proposed 2022 budget are available to the citizens online: a traditional PDF version and an e-version that includes interactive charts and graphs utilizing the OpenGov software platform.
 - The "Open Salida" web page has been developed as a financial transparency tool and is designed to answer frequent questions regarding City finances and budget. This can be accessed from the City's web page under the "Your Government / Transparency" path.
 - A Financial Policies summary has been compiled which outlines Salida financial management practices. Council will be asked to formally adopt these policy statements at their September 21 meeting.
 - Ehlers, Inc and staff have completed the update to the Financial Management Plan (FMP). This document will be reviewed with Council on September 20.
 - The daily work in the office continues to keep staff busy (bill paying, payroll processing, billing, reporting, reconciling, payment processing, vital records, analysis, etc.).
-

Community Development –

- Building permits continue to come in pretty steadily. As of September 17, we've seen 172 total building permits, inc. a total of 139 residential units. At the same time last year, we had reviewed 109 permits with 40 total residential units. In 2019, we had reviewed 150 permits with 48 total residential units.
 - Continued focus on various short-term and longer-term fixes to the housing emergency--program development, code changes, fee structure revisions, etc.
 - Lots of recent attention to STR policy and moratorium--survey went out to the public and received approximately 750 responses over about three weeks.
 - Preliminary work on the RFP for the Vandaveer Master Planning process
 - Warming the engine back up on the Land Use Code update with hope to once again move forward in October
 - Variances and more variances going in front of the Board of Adjustments
 - Work on pre-annexation agreement and other relevant info for Granzella property (611 Oak)
 - Chaffee County Planned Development completed
-

Recreation Department –

- See Attached.
-

Public Works –

- See Attached.
-

Arts & Culture –

- The exhibit from Villa Grove Artist Guild showed in the Paquette Gallery. It was highlighted by the in-person Artist Reception/Creative Mixer. Total attendance for the free, monthly event was (100) people. Total viewing attendance of the exhibit throughout the month was (125) people.
- The final concert in the Summer Concerts Series in Riverside Park, featuring local favorite band, Roundhouse Assembly, took place on August 5 with over (500) total attendees at this free, community

event.

- The second of two free Movies @ Marvin Park screened to an audience of (61) attendees, the majority of whom were families for the Disney film Raya and the Last Dragon.
- The third annual JazzFest was conducted in Riverside Park on Aug. 14, which showcased four (4) different musical acts featuring a range of jazz & blues genres. The free event attracted over (600) attendees in the Park.
- A special, free Concert on the Plaza took place with traveling duo Da Lovebirds from New Orleans on August 29 to an a “spirited” audience of (200) people.
- Conducted two (2) special meetings with the Public Art Commission Zoom to discuss next steps with the selected and City Council-approved design services consultant.
- The second of two live theater performances over the Summer took place in early-August with the three-show run of Bad Dates. Attendance for the three shows was (150).
- The work of Arts & Culture staff came to fruition with the launch of the website for the Colorado Creative Corridor occurred with the goal of the Creative Districts collective (made up of Carbondale, Crested Butte, Paonia, Ridgway and Salida Creative Districts) to highlight the creativity of these mountains with travel itineraries and calendar of events for each town.
- TOTAL GUESTS Attending Arts & Culture Events/Meetings/Special Events during August = 2,919
 - Number of free events/no admission = 11
 - Number of attendees at free events = 1,691
 - Number of events paying rental fees = 23

Fire Department –

- Staff responded to a structure fire in Pinon Hills on September 14th. A rapid response time and a quick knockdown on the fire prevented major loss. There were no injuries to staff or occupants.
- Career staff and wildland team members continue to assist with the wildfires out west.
- Staff took advantage of the recycling event last weekend and cleaned out the station of all the old electronics that were taking up space.
- Had a minor breakdown with E-11. The problem was addressed in a timely fashion and the truck was only out of service for a couple of days. The issue was not related to previous issues with the truck.
- Staff will be assisting the High School with Homecoming Activities this evening.

- Firefighter Hesse successfully completed his Colorado State Firefighter II Certification.
-

Clerk's Office –

Courtside:

- Prepared all documents for 9/17/21 Court.
- Sent out text messages to defendants prior to their court date.
- Investigating how to streamline the process of creating forms in our online software system.

Clerk-side:

- Analyzing Short Term Rental data from years past up to present.
- Providing input on the current administrative system for Short Term Rentals.
- Finalizing the data and paperwork for the 2020-2021 Special Events and preparing for 2021-2022 Special Events.
- Sara is learning about and supporting the City Clerk with Elections.
- Elections are going well, the only items remaining are 3 Campaign Finance deadlines, the election, and certifying the results.
- Finalizing the contracts with LodgingRevs.
- Finalizing the contract with MSI to start our record digitization project.
- Assisting with an ownership change for two liquor licenses and working with Liquor Enforcement as needed.

9/21/21 City Council Parks and Recreation Department Report

General

- The DEpartment is proceeding with Mountain Heritage Park.
- Reviewed the Riverpark master plan - considered affect on boat ramp, Monarch Spur, old Skatepark.
- Attended many meetings concerning the old skatepark.
- SHSAC pricing, capacity and registration meetings are being held to plan for schedules, procedures and price increases.
- Front Desk Procedures Manual will be a work in progress and directions/training material will be added to binder as new material is created.
- FAQ's regarding SHSAC and Park Rentals/Special Events will be added to the website during shutdown.
- Standard Operating Procedures team in place and working on ownership topics and templates. SOP work will be on-going.
- Discussing options for increased security (cameras and/or door alarm for locker room hallways)
- Exploring vending options for SHSAC
- Planning/prioritizing new programs: adding to Tina's Rec Assistant hours
- Volleyball league planning

Aquatic

- Currently hiring lifeguards
- First Aid/CPR taught by Jen 10/6. Required for staff.
- AquaMixer was well received-17 participants for the first class
- Printed schedule: working on to hand out to guests with our schedule, general SHSAC information, and steps to help with registration
- Fall Swimming Lessons held in October and November on Tuesdays and Thursdays. Registration will open on October 5, 2021 at 9 am
- Winter Swimming Lessons held in January and February on Mondays and Wednesdays. Registration will open on January 10, 2022 at 9am
- Fall Shut down October 4-16, 2021
- Schedule/Hours changed on September 1st. Closing at 6pm Monday-Friday and Sundays.
- Salida Cyclone Fall season begins Sept 13. Mondays and Wednesdays from 6-8pm and on Saturdays from 7-9am
-

Facilities

- Awarded Tolin Mechanical a contract for maintaining the City's HVAC units.

- Walked through the facilities with Tolin Mechanical staff to show them where each unit is located on the inventory list.
- Troubleshooting the hot spring effluent meter with the manufacturer and found that the modem is faulty. The manufacturer is sending out a warranty replacement modem.
- Looking into emergency exit alarms for the emergency exit doors in the Aquatic Center locker room.
- Working on getting replacement LED lights for the Aquatic Center parking lot lights
- Reviewing the mechanical plan set for the Aquatic Center Boiler Replacement Project
- Changed phone service providers
- The new phone service provider buried a new communication line through Centennial Park. This line was not buried deep enough. Staff has been working with the service provider to get it buried to the proper depth.
- Seasonal maintenance for the aquatic center boiler
- Rebuilt a section of the amenities (water fountains) pump assembly after a failure took it offline

Parks, Trails and Open Space

- The Skate Park is officially open and operating. Staff was able to get the restroom open and functional at the site.
- Peak to Peak Pickleball worked with city staff to host their first pickleball tournament.
- Staff made some minor repairs to the surfacing of the tennis courts at the Aquatic Center.
- Staff is working with Mountain Top Electric to get the lights fully operational at the Aquatic Center tennis courts.
- Ordered a trailered hot water pressure washer for clean trash can, picnic tables and graffiti.
- We had one FT Employee return to work after being out for surgery.
- Winding down on mowing operations, eliminating contracted mowing sites.
- Working on installing bike stations at Two Rivers Confluence area, Fst Caboose area and at the New Skate Park.
- Installed a new toilet this week at Centennial Park.
- Continued working with Terra Firma on tree work in Alpine and Riverside Park.

Recreation

- Banana Belt Mountain Bike Race Sept 18, 2021. Still looking for volunteers. Kids bike decorating/parade, cruiser ride, free beer, live music and more! Volunteers are still needed.
- Coed Kickball has 8 teams and over 110 people registered. Wednesday nights are pretty full!
- Ukulele Class: Started 9/6. Mondays, 2pm at the Scout Hut. Ukulele Class is very popular and has 14/10 participants.
- Basketball league planning underway for both Youth and Adult Leagues
- Working on SOPS to improve consistency and accountability.

- MahJong - Working to set up a time to host a mah jongg club through the department
 - Stream explorers and Monarch partnering with salida parks and recreation to register their participants.
-

Public Works Department Report September 2021

Planning/Engineering/Construction

- Planning
 - Streets
 - 2022 Budget Preparation
 - Grant Award – Oak Street Reconstruction
 - Design RFP advertised
 - Preliminary design and planning for 2022 work (10th, 12th, Oak)
 - Utilities
 - 2022 Budget Preparation
 - Updating Emergency Response Plans
 - Updated Poncha sewer trunk line flow graphing and planning
- Capital Projects
 - US-50 Phase IV Streetscape/CDOT ADA - complete
 - 2021 Street Reconstruction
 - E Crestone – complete
 - Poncha Blvd – complete, restoration at parks underway
 - B St. – complete with some punch list items
 - I St. – utilities complete, prepping for concrete and pavement
 - Storm Water Improvements by F St./Riverside Park – Restart Oct 2021
 - Bar Screen Replacement Project – Equipment procurement underway
 - 2021 Sewer Reconstruction Project – complete
 - 2021 Sewer CIPP – additional change order work planned for November



Figure 1 - B Street Reconstruction



Figure 2 - B Street Reconstruction

Operations

- Streets
 - Tree program work
 - Pothole and asphalt maintenance
- Utilities
 - Field Utilities
 - Continue with CCTV inspection of city sewer mains. Starting 2021 project work area (1/3 of service area)
 - Ongoing inspections for development related work
 - Smart meter upgrades
 - Note: project on hold due to product availability.
 - Water Treatment
 - Routine sampling
 - Work with consultant on security upgrades
 - Address minor improvements at treatment sites
 - Wastewater Treatment
 - Effluent flow meter replacement and upgrades
 - Bio-solids repairs
 - Pump repairs and other routine maintenance.



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August 13, 2021 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Permit Activity

- **Permits** issued in August 2021: 383 (BMEP only)
 2020: 295 (BMEP only)
 * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in August: 2021: \$167,219.04 (all divisions)
 2020: \$119,589.97 (all divisions)
- **Total Revenue** collected year-to-date: 2021: \$1,508,699.47 (all div.s)
 2020: \$891,730.98 (all div.s)
 % of Total budgeted revenue collected year to date: 169.2% (\$1.2 M)
- **SFDs** issued in August 2021: 25
 2020: 24
 Chaffee: 12 BV: 3 Poncha: 4 Salida: 6
- **2021 year-to-date permit totals:**

Chaffee County	1,279	98 SFDs
Buena Vista:	347	41 SFDs
Poncha Springs:	386	54 SFDs
Salida :	<u>807</u>	<u>45 SFDs</u>
Total Number of Permits Issued:	2,819	*238 SFDs
- **2020 year-to-date permit totals:**

Chaffee County:	1,186	58 SFDs
Buena Vista:	310	39 SFDs
Poncha Springs:	225	23 SFDs
Salida :	<u>481</u>	<u>23 SFDs</u>
	2,202	*143 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. New Commercial Projects

Chaffee County:

- **16895 CR 338:** Permits were issued for a waste water treatment building at this location.
- **8506 CR 150:** Permits were issued for a commercial office and equipment storage building for Y&K construction.

Buena Vista:

- **438 S. Hwy. 24:** Permit were issued for a remodel of City Market.

Salida

- **7625 W. Hwy 50:** A concrete screen wall at the DSI facility was submitted by a local architect but denied due to substantial wind loading problems which would have likely resulted in failure of the structure.
- **101 River Ridge Lane:** Permits were issued for apartment buildings to Chaffee County Housing Trust.

C. Inspection Totals

- We performed 1,276 field inspections in the month of August.
- YTD we have performed 14,627 field inspections.
- We issued 78 certificates of occupancy in August.

II. Planning & Zoning**A. Land Use Code:**

- Responses to the RFP for a comprehensive rewrite of the Land Use Code wer due by September 2nd.
- Staff from Development Services have evaluated multiple project management software programs and has chosen SmartGov as the preferred software. The SmartGov software has tools to make the process easier to navigate for both applicants and staff. Staff is coordinating with the legal to finalize a contract. Staff anticipates utilizing the SmartGov software beginning October 1st.
- Planning Commission and Planning Staff met for a retreat on August 10th and identified the majority of the areas of the Land Use Code that need to be reviewed and potentially rewritten.
 - Out of the ~50 areas that were identified, the following 7 areas were identified as priorities:
 - Riparian Standards
 - Water Supply Standards
 - Driveway & Access Standards
 - Wildland Urban Interface (WUI) Standards
 - Wildlife Habitat Standards
 - Shared Septic Standards
 - Inclusionary Zoning
 - Of the areas identified, the following were identified as being areas that need to be addressed in the next few months:
 - Public Notice Requirements (specifically removing requirement for notices to be mailed by certified mail)
 - Public Notice Requirements (specifically removing requirement for notices to be mailed by certified mail)
 - Public Notice Requirements (specifically removing requirement for notices to be mailed by certified mail)
 - Of the areas identified, the following as in process:
 - Solar regulations
 - Comprehensive Plan Consistency

- WUI Standards

B. Land Use (Current):

Applications Scheduled for Planning Commission:

- September 28, 2021
 - Aspire Adventure Tours, Limited Impact Review
- October 5, 2021
 - Calloway Minor Subdivision, Sketch Plan
 - Land Use Code Text Amendment – Public Notice/Certified Mail
 - Work session: Text amendment – Special Event Permits

Applications Scheduled for Board of County Commission:

- September 14, 2021
 - Ogden, Major Subdivision Preliminary/Final Plan
- October 5, 2021
 - Martellaro-Veltri, Minor Subdivision Final Plat
- October 12, 2021
 - Hiser Ranch Agricultural Subdivision Exemption
- October 19, 2021
 - Land Use Code Text Amendment – Public Notice/Certified Mail

Recently Approved, Denied or Withdrawn Applications:

- Shaw Ranch, Major Subdivision Preliminary/Final Plan – Planning Commission RECOMMEND APPROVAL WITH CONDITONS on September 2, 2021

Applications Requiring Applicant Action:

- The Held Brothers Minor Subdivision – Awaiting Final Plat application for referral agency review.
- The Morrison Heritage Water Subdivision Exemption – Awaiting application for Final Plat.
- Ruby Mountain Minor Subdivision - Awaiting Final Plat application for referral agency review. *Note: Plat indicates there is to be no further subdivision.*
- El Rancho Vaquero Minor Subdivision - Awaiting Final Plat application for referral agency review.

Out of Compliance Applications:

- Estates at Mt. Princeton Phase II & III - Staff is determining the completeness of this application.

C. Subdivisions subject to SIA with Lot Sales Restrictions:

1. Estates at Mt. Princeton: Staff met with the applicant on September 30, 2019, see out of compliance applications.
2. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20, 2029
3. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
4. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019. This will require extension.
5. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019. This requires extension
6. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.

7. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019. The applicant has submitted the funds required by the Improvements Agreement and has submitted an application for the building permit.
8. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
9. Strother Minor Subdivision: LSR through July 7, 2023.

D. Violation Investigations

1. Staff is researching if a bar/lounge on Rural zoned property is being used for commercial uses that it is not currently permitted for.

III. Engineering

A. Road and Bridge

1. Granite Bridge: See section E. Engineering projects.

B. Plan Review

1. Staff reviewed the following subdivisions:
 - a. No new to report.

C. OWTS Program

1. In August, staff reviewed 13 OWTS designs, issued 12 OWTS permits, and 2 are on hold. Total permits issued in 2021: 122 (36 more than in 2020).

D. Regional engineering plan review and inspection

1. No new news to report.

E. Engineering Projects

1. Army Corp of Engineers, "Waters of the USA", violations:
 - a. 30450 CR 371; Staff met with the property owners to discuss the steps needed to resolve this issue.
2. Fair grounds:
 - a. North building:
 - i. Heating/cooling units: The contractor will be receiving the new exhaust diffusers in September. Once the diffusers have been installed this project will be completed.
 - ii. Remodel the North Building: Staff has contacted an architect to start preliminary discussions regarding the design goals of a future addition and remodeling of the North building.
 - b. Master plan update: Staff and met with fairgrounds staff to discuss and make comments on the preliminary design. A meeting was held on September 8 to discuss those with the architect.
 - c. Generator: The RFP was posted locally and on BIDNET. Within the first 2 days of being posted staff was contacted by 6 potential bidders.
3. Chaffee County Administration Building:
 - a. The definite design is underway and the project is on track to go to bid in November.
 - b. The county applied for a Plan Development (PD) for the property on 104 Crestone. The Salida planning commission approved the PD 4 to 3 and at the first reading, the Salida Board of Trustees unanimously approved the PD. The final reading was September 6th, and approved unanimously.

- c. AV design: the initial scope of the project is being clarified. Once clarified WOLD will be submitting their official proposal for the design work.
- 4. New Driveway:
 - a. Asphalt 100% complete. Concrete driveway 100% complete. Tree removal 100% complete. Sprinkler system relocation 100% complete. New grass 80% complete. Trash dumpster enclosure 10% complete. New tree installation 0% complete.



- b. In rear driveway design there were 2 solar powered street lamps designed. In discussion with the Development Director and Finance Director, it was decided not to install the solar lamps but instead to install 2 wall mounted lamps on the rear of the building saving the county nearly \$60k.
- c. Stabilization of the bump-out/storage:
 - i. Staff is awaiting the design for the façade of the bump-out/storage area. The façade was removed to perform needed repairs on the bump-out. The storage area will get a new roll type garage door, a new steel man-door, and a hazardous materials container will be installed.
- d. Repair damaged Clerks breakroom: The contractor has repaired the internal plaster damage, and purchased a new refrigerator for Clerk's staff. The original refrigerator was damaged during construction. The exterior damage will be repaired when the new façade is installed.
- 5. Public safety Building BV:
 - a. The project preliminary design is at 95%.
 - b. There has been continued discussion internally and with Wold regarding the high-cost estimate.
- 6. Assessor's remodel: The assessors have started to move in preparation of construction, construction will started 9-7-21.
- 7. Granite Bridge rehabilitation: Staff met with others staff members to discuss 4 alternative designs for the replacement of the existing bridge. It was chosen to stay with the current design. Issues:
 - a. Union Pacific Railroad ROW,
 - b. Historical / Cultural review,
 - c. Staff has contacted BLM to start the RS2477 process. The RS2477 process grants the county ROW through BLM land. BLM has come to the

conclusion that the RS2477 may be too time consuming and advises the county to initiate a 30-year FLPMA Right of Way. This is a different process that is quicker and easier. The alternate process will still grant the county ROW through BLM but instead of an indefinite ROW it's limited to 30 years.

8. Valley View School: Two grants have been acquired for the remodel and the site work. One is from the historical society and the other is from DOLA. Before the grants and the work can commence the county needs to take ownership of the property. This is scheduled to happen in September.
9. Chaffee County EMS/911 communication tower fencing: No new news to report.
10. Short term rentals (STR): The building department has taken the processing of all aspects of this program over. The building department is currently assessing the current application process and is creating a more efficient process.