



## **REQUIREMENTS AND POLICIES FOR EXPANDING BUSINESS ACTIVITY INTO PARKING LOTS, PARKING SPACES AND STREETS**

On Tuesday, May 2nd, the Salida City Council approved Resolution 2023-23, which directed City staff to facilitate the expansion of outdoor dining and retail spaces into parking lots, parking spaces, and even public streets.

In order to proceed with expansion, there are a few rules that businesses must apply as part of an application process:

### **For Restaurants and Bars with a Liquor License**

Any bar or restaurant wanting to expand their licensed premise, into parking lots or streets, must apply for a Temporary Modification of Premises with the City, using City and State forms. In order to efficiently process paperwork, please pay the state fee online and email the receipt to the City Clerk's Office ([deputyclerk@cityofsalida.com](mailto:deputyclerk@cityofsalida.com)) with other application materials. The State fee is \$300.00, there is no City fee. Payment will be made at:

<https://secure.colorado.gov/payment/liquor>

Applicants will input their liquor number and then choose "Application and License fees".

### **Private Parking Lots**

A maximum of fifty percent (50%) or half of existing private parking lots may be utilized for a restaurant patio extension for a currently-permitted restaurant, subject to the written approval of the owner of the parking lot.

### **Public Sidewalks**

A clear travel path of five feet (5') in width and meeting Americans with Disabilities Act (ADA) accessible path requirements must be maintained and is subject to a revocable license agreement approved by the City. The business owner must provide the City an ADA plan if they wish to close or alter a sidewalk space.

### **Public Streets**

Expansion into public streets and rights-of-way shall be at the sole discretion of the City, subject to any additional terms deemed necessary. Use of public streets shall only occur where streets are restricted to pedestrian traffic only for an entire block. The City will pre-determine four (4) areas, two (2) on each block, as sites for a City-installed pergola with seating. The City will work with adjacent business owners to minimize encroachment into outdoor space being utilized by that business.

A clear travel path of six feet (6') in width must be maintained along the center of the street, three feet (3') on each side of the street centerline. Bicycles, skateboards, scooters and similar devices must be walked or carried in any area where vehicle traffic is not allowed. In addition to no physical objects, no performance will be allowed to encroach into this travel path.

The remaining area, extending from the curb to within three feet (3') from the centerline of the public street, at a width equal to the street frontage of the individual physical business, shall be available for expansion by that individual business. A business must have a plan for security (including overnight), trash maintenance and removal, and rehabilitation for any damage or mess that may occur.

#### Public Parking Spaces

For businesses in the Downtown C-2 district on streets that are not closed to vehicle traffic, the use of the existing public parking spaces adjacent to and in front of the business may be used with the exception of State Highway right-of-way (similar to the City's existing program for patio spaces). In order to use public parking spaces, the business must complete the TOE application with required attachments. In addition, the business must provide a safety plan for patrons utilizing this space, including barriers and fencing, protection from vehicles by physical means, security (including overnight), trash maintenance and removal, and rehabilitation for any damage or mess that may occur due to business activity. The City may have barriers and fencing available for the business if needed.

#### Temporary Structures and Fences

Any proposed structure or fence shall be secured utilizing weights. Anchors involving drilling or fastening to the roadway infrastructure shall be reviewed on a case-by-case basis.

- Small Tents (<400 s.f.): Small tents of 400 square feet or less are permitted on a temporary basis. Where tents are proposed, the City encourages the use of tents having a total area of 400 square feet or less to streamline review and approval.
- Large Tents (>400 s.f.): Tents that are larger than 400 square feet are subject to additional building and fire code requirements, greater submittal requirements, and a review process that is more extensive than that used for small tents less than 400 square feet in area.
- Temporary Fences: Fences of a temporary nature with a maximum height of six feet (6') may be installed in connection with a patio extension, subject to the written approval of the property owner. All fencing, if installed, shall meet building and fire code access requirements, including for egress.

#### Temporary Lighting

Lighting of a temporary nature may be permitted in connection with a patio extension, subject to City approval and in compliance with the Salida Municipal Code's dark sky provisions.

#### Hours of Operation

Temporary patio extensions and all activities authorized under this Resolution are required to close or cease by 10:00 p.m.

### Music, Performance Art, and Outdoor Entertainment

Businesses may host live performances including but not limited to musicians, artists, buskers, and speakers as well as outdoor games and entertainment outside of their business. A business must obtain an amplified sound permit from the City for any amplified sound over 65 dB. In no case can the activity or performance area, or audience, encroach upon the six-foot (6') clear travel path down the center of the street, the five-foot (5') clear travel path required on the sidewalks, or any ADA designated paths or appurtenances.

### Required Approval and Permits:

In order to take advantage of this program, the business owner will have to use the Administrative Review of Temporary Outdoor Expansion application form and provide the City with the following:

- Applicants must file a signed Revocable License for Use of Public Right Of Way or Public Place.
- A conceptual site plan of the proposed expansion area showing existing and proposed features, such as buildings, fences, roads, alleys, sidewalks and parking lots which are relevant to the application. The business must provide the City an ADA accessibility plan for their space.
- For Businesses with an Approved Liquor License: In addition to the conceptual site plan, the plan must include information related to access to and egress from the patio by both patrons and staff; a layout of tables, chairs, and serving stations; spacing required for social distancing; and sanitation plans and programs.

### For Food Trucks and Mobile Vendors

Food trucks, food carts, and other similar mobile vendors are currently not allowed to use expansion areas into the public street at businesses that do not currently serve food. Food trucks and other similar Temporary Commercial Activities on private property are permissible with Administrative Review, per Section 6-2-10(b) of the Salida Municipal Code.

***These measures are subject to change at the sole discretion of the City of Salida and may be terminated at any time.***



**ADMINISTRATIVE REVIEW OF TEMPORARY  
OUTDOOR EXPANSION**

448 East First Street, Suite 112  
Salida, CO 81201  
Phone: 719-530-2626 Fax: 719-539-5271

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com) &  
[deputyclerk@cityofsalida.com](mailto:deputyclerk@cityofsalida.com)

**A. GENERAL DATA** (To be completed by the applicant)

1. Applicant Information

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. Code Information

Temporary Outdoor Expansion of Retail, Restaurant and Bars

3. Business and Use Information

Describe Expansion Use: \_\_\_\_\_

Business Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

**B. DEVELOPMENT PROCESS**

1. Submit Application with Site Plan Described Below.
2. Staff Review and Action.
3. Notification of Applicant.
4. There is no Application Fee.

**C. APPLICATION CONTENTS**

1. Administrative Review Application.
2. Revocable License with Exhibit A (Site Plan) Attached
3. Site Plan. A conceptual plan of the proposed expansion area showing **proposed features such as tents, tables, seating, fences, planters, ADA accessible paths and any other features** which are relevant to the review of the application. Please use attached Exhibit A template.
4. Other Information. Staff may request additional information as deemed necessary to evaluate the application.

*Continued on Reverse*



**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY  
OR PUBLIC PROPERTY OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE is granted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (the "Effective Date") by the City of Salida, a home rule municipal corporation, ("City"), whose address is 448 E 1<sup>st</sup> Street , Salida, Colorado 81201, to \_\_\_\_\_, ("Licensee") whose address is \_\_\_\_\_

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A. The City owns the right-of-way/public property/public place which is commonly known and/or described as \_\_\_\_\_ (the "Licensed Premises").

B. Licensee desires to \_\_\_\_\_ in the Licensed Premises (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Licensed Premises are depicted on Exhibit A attached hereto and incorporated herein by this reference.

C. Pursuant to Salida Municipal Code ("City Code") and the laws of the State of Colorado, the City is vested with power and authority over the use of municipally owned streets, rights-of-way and other public properties and places.

D. The City is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a temporary and revocable basis, the installation and operation of the Private Activities/Improvements within the Licensed Premises without cost or liability to the City.

**LICENSE**

**1. Grant of Revocable License.**

The City hereby grants to Licensee a non-exclusive, temporary and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Licensed Premises provided, however, that as conditions to the License, the Licensee shall install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Licensed Premises (City Right-of-Way/Public Property/Public Place).

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the City to any person. The City may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the City.

**2. Design, Installation, Operation and Maintenance.**

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and

upon the City's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Licensed Premises and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the City in exercising its right to make full use of the Licensed Premises encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Licensed Premises (City Right-of-Way/Public Property/Public Place).

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Licensed Premises due to activities authorized by this License.

d. Licensee shall cooperate with City officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by City personnel, or the City's Licensees or sub-licensees, in connection with conducting maintenance or emergency operations within the Licensed Premises.

f. Licensee agrees to maintain all improvements upon the Licensed Premises in good repair and safe condition at all times. Licensee shall maintain the Licensed Premises reasonably free from unsightly debris or accumulations of trash and in compliance with the standards set by the City ordinances concerning trash, rubbish and junk.

g. Licensee shall at its sole expense promptly remove from the Licensed Premises and any adjacent areas all snow and trash generated by the operation of the facilities at the Licensed Premises.

**3. Repair of Damages.**

Licensee shall promptly repair all damage to the Licensed Premises caused by its activities, at Licensee's sole expense. If such damage poses a threat to health, safety or welfare of the public or individuals, the City may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the City's request.

**4. Term.**

This License shall commence on the Effective Date and shall terminate on such date as the City may revoke this License, or on such date as the temporary modification of premises expires, or on such date as the City resumes full use and access of the Licensed Premises or public place, whichever termination trigger shall occur first. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Licensed

Premises to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

**5. Revocation.**

a. In addition to, and including, the termination triggers mentioned in Section 4, the City may also revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from City.

(ii) A unilateral decision by the City Council or the City Administrator that the Licensed Premises is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Licensed Premises to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5<sup>th</sup> day after the City delivers notice of revocation to the Licensee, the City may remove or cause the Private Activities/Improvements to be removed. The City may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the City shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

**6. Notice.**

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when personally delivered by hand, or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

**7. Indemnification and Insurance**

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the



Licensee or any of such Licensee's agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the City for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that may be awarded against the City as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Licensed Premises constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the City as required in this section, the City shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the City, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law, included, but not limited to: commercial general liability insurance, liquor sales liability insurance, workers' compensation insurance.
- (iii) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage and conditions shall constitute a material breach of contract upon which City may immediately terminate this Agreement.
- (iv) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

#### 8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Licensed Premises shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Licensed Premises. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the City, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the City shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Chaffee County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the City, its officials, officers, agents, and employees.

**CITY OF SALIDA**, a Colorado Statutory  
Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

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

**LICENSEE:**

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

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

**EXHIBIT A**

**CITY BOUNDARIES AND LICENSEES PLAN FOR PRIVATE  
ACTIVITIES/IMPROVEMENTS**

**EXHIBIT A: CITY BOUNDARIES AND LICENSEES PLAN FOR PRIVATE ACTIVITIES/IMPROVEMENTS**

= 1' PLEASE INDICATE THE LENGTH OF BUILDING FRONTAGE AND DRAW IN ALL AMENITIES  
**PLANS MUST SHOW ADA ACCESS IN EXPANSION AREA & PRESERVE ADA ACCESS ALONG SIDEWALK**

