



REGULAR MEETING OF THE CITY COUNCIL
AND MEETING OF THE LIQUOR LICENSING AUTHORITY

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, February 19, 2019 - 6:00 p.m.

AGENDA

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call

2. Consent Agenda –
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – February 5, 2019
 - c. Approval of the 2019 Concrete Maintenance Project
 - d. Approval of Letter in Support of Partnership Between Salida School District and CMC

3. Liquor Licensing Authority
 - a. Public Hearing - Cugi LLC dba Snow Angel Bar & Grill/Hotel & Restaurant (City) Liquor License Transfer
 - b. Public Hearing - Little Cambodia LLC dba Little Cambodia/Hotel & Restaurant (City) Liquor License Application

4. Citizen Comment – 3-minute time limit

5. Unfinished Business
 - a. Resolution 2019-09 Approving an Annexation Agreement for Treat-Mesch Annexation (Glen Van Nimwegen)
 - b. Second Reading of Ordinance 2019-02 Regarding the Treat-Mesch Annexation of 7.5 Acres at 786 Scott Street (Glen Van Nimwegen)
 - c. Public Hearing - Second Reading of Ordinance 2019-03 Regarding the Zoning of 7.5 Acres Located at 786 Scott Street to R-3, High Density Residential District (Glen Van Nimwegen)
 - d. Public Hearing – Second Reading of Ordinance 2019-04 Regarding the Rezoning of 19.1 Acres Located at 6507 CR 102 from RMU, Residential Mixed Use to R-4, Manufactured Housing Residential (Glen Van Nimwegen)

6. New Business / Action Items
 - a. Appeal of Administrator Decision Regarding Water and Sewer System Development Fees for 1453 K Street (Drew Nelson and Glen Van Nimwegen)

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.

- b. First Reading of Ordinance 2019-05 Regarding Municipal Court Code Changes (Nina Williams)
 - c. Employers Council – Human Resources Consulting Services (Drew Nelson)
7. Councilmembers’ and Mayor’s Reports
Mike Bowers, Dan Shore, Jane Templeton, Justin Critelli, Cheryl Brown-Kovacic, Harald Kasper, Mayor P.T. Wood.
8. Staff Reports
9. Adjourn

[SEAL]

City Clerk/Deputy City Clerk

Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL
AND MEETINGS OF THE LIQUOR LICENSING AUTHORITY
AND AUDIT COMMITTEE

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, February 5, 2019 - 6:00 p.m.

MINUTES

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call – Present: Mayor Wood; Cheryl Brown-Kovacic; Justin Critelli; Harald Kasper; Dan Shore; Jane Templeton. Absent: Michael Bowers.
2. Consent Agenda –
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes - January 22, 2019
 - c. Proposed Stipulation with Mount Massive Lakes and Homestake Trout Club – Case No. 18CW3008
 - d. Anticipate Special Events Permit
 - e. Lunar New Year: Asia Fest Special Events Permit
 - f. Elks Lodge #808 Special Events Permit

Critelli made a motion to combine and approve the items on the Consent Agenda. Seconded by Kasper. With all in favor, THE MOTION CARRIED.

3. Liquor Licensing Authority
 - a. Public Hearing for Vitamin Cottage Natural Foods Market dba Natural Grocers Fermented Malt Beverage (City) Liquor License Application (Mayor Wood/Sonia Walter)

Mayor Wood opened the public hearing. Christopher Carr (counsel); Eric Wilson (local manager); Max Scott (Oedipus, Inc representative) spoke in favor of approving the liquor license. Mayor Wood closed the public hearing. Shore made a motion to approve the liquor license for Natural Grocers. Seconded by Templeton. With all in favor, THE MOTION CARRIED.

4. Audit Committee
 - a. Review of 2017 Audit
 - b. Approval of 2018 Audit Engagement Letter

Brown-Kovacic made a motion to accept the 2017 audit. Seconded by Critelli. With all in favor, THE MOTION CARRIED.

Shore made a motion to approve the Audit Engagement Letter. Seconded by Critelli. With all in favor, THE MOTION CARRIED.

5. Citizen Comment – 3-minute time limit

- Anne Graf, Megan Kahn, Megan Lombardo, Andrea Schulz-Ward, Leah Underwood, Aaron Mendelkorn, Marcie Post and Hannah Guilford spoke in opposition to the City Administrator.
- Sheree Beddingfield spoke of civility.

6. Unfinished Business / Action Items

- a. Ordinance 2019-01 Amending SMC Section 8-1-30 (5), Second Reading and Public Hearing (Russ Johnson)

Mayor Wood opened the public hearing. No one spoke. Mayor Wood closed the public hearing. Shore made a motion to approve Ordinance 2019-01. Seconded by Critelli. With all in favor, THE MOTION CARRIED.

7. New Business / Action Items

- a. Appointment of City Treasurer (City Council)

Shore made a motion to appoint Alisa Pappenfort as City Treasurer. Seconded by Kasper. With all in favor, THE MOTION CARRIED.

- b. Ordinance 2019-02 First Reading and a Public Hearing Regarding the Annexation of 7.5 Acres at 786 Scott Street (Glen Van Nimwegen)

Mayor Wood opened the public hearing. Joe DeLuca spoke on the matter. Mayor Wood closed the public hearing. Critelli made a motion to approve Ordinance 2019-02 on First Reading. Seconded by Templeton. Second Reading on February 19, 2019. With all in favor, THE MOTION CARRIED.

- c. Ordinance 2019-03 First Reading and Setting a Public Hearing for the Zoning of 7.5 Acres Located at 786 Scott Street to R-3, High Density Residential District (Glen Van Nimwegen)

Critelli made a motion to approve Ordinance 2019-03 on First Reading. Seconded by Kasper. Second Reading and Public Hearing on February 19, 2019. With all in favor, THE MOTION CARRIED.

- d. Ordinance 2019-04 First Reading and Setting a Public Hearing Regarding the Rezoning of 19.1 Acres Located at 6507 CR 102 from RMU, Residential Mixed Use to R-4, Manufactured Housing Residential (Glen Van Nimwegen)

Critelli made a motion to approve Ordinance 2019-04. Seconded by Templeton. Second Reading and Public Hearing on February 19, 2019. Critelli, Shore, Kasper and Templeton voted in favor; Brown-Kovacic voted against. With a majority, THE MOTION CARRIED.

- e. Resolution 2019-04 Appointing Member(s) to the Planning Commission (Glen Van Nimwegen)

Shore made a motion to appoint Giff Kriebel (term expiring January 1, 2023) and Douglas Mendelson (term expiring June 3, 2022) as regular members to the Planning Commission. Seconded by Brown-Kovacic. With all in favor, THE MOTION CARRIED.

- f. Resolution 2019-05 Appointing Member(s) to the Historic Preservation Commission (Glen Van Nimwegen)

Brown-Kovacic made a motion to appoint Karen Lintott (term expiring January 1, 2022) as an alternate to the Historic Preservation Committee. Seconded by Shore. With all in favor, THE MOTION CARRIED.

- g. Resolution 2019-06 Approving a Revocable License to Encroach Agreement with Cooper Inc. for 242 F Street (Glen Van Nimwegen)

Brown-Kovacic made a motion to approve Resolution 2019-06. Seconded by Critelli. With all in favor, THE MOTION CARRIED.

- h. Resolution 2019-07 Establishing a Retail Marijuana License Transfer Fee (Sonia Walter)

Critelli made a motion to approve Resolution 2019-07. Seconded by Shore. With all in favor, THE MOTION CARRIED.

- i. Resolution 2019-08 Approving an Intergovernmental Memorandum of Understanding – Chaffee County Housing Office Cost Sharing Agreement (Drew Nelson)

Kasper made a motion to approve Resolution 2019-08. Seconded by Templeton, (with the mention made to correct language in regards to Parties). With all in favor, THE MOTION CARRIED.

8. Councilmembers' and Mayor's Reports

Mike Bowers, Dan Shore, Jane Templeton, Justin Critelli, Cheryl Brown-Kovacic, Harald Kasper, Mayor P.T. Wood.

- Shore spoke of a working group of business owners in regards to Future 50.
- Templeton congratulated Michael Varnum as being selected man of the year. She also attended the Intergovernmental Meeting and of a presentation by Becky Gray; and of having a representative of recycling at a work session in the near future.

- Critelli thanked David Lady for getting the airport runways cleared of snow. He attended the Intergovernmental Meeting and the Chaffee Health Coalition's meeting and spoke of better availability for emergency mental health aid.
- Brown-Kovacic also congratulated Michael Varnum, and of the visits to CMC campuses.
- Mayor Wood also spoke of the tour of CMC campuses and asked for Council for their list of achievements for the year.
- City Administrator mentioned the possibility of a Ready Grant for an economic analysis for soaking pools. Also, that CAST has a meeting on March 7, 2019 and invited Councilmembers to attend.

9. Adjourn – Meeting adjourned at 8:06PM.

[SEAL]

City Clerk/Deputy City Clerk

Mayor P.T. Wood



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
--	--	------------------------------------

ITEM:

Consent Agenda:

Council Action Award 2019 Concrete Maintenance Project, Project No 2019-006

BACKGROUND:

The City of Salida right-of-ways have concrete infrastructure consisting of curb and gutter, ADA ramps/crosswalk, cross pans, and sidewalks. Public Works staff have surveyed defective sections of concrete and repairs have been prioritized in the highest pedestrian utilized corridors such as downtown streets and near school routes (see attached exhibit). Based on the field survey, approximately 5-8 years of repairs remain at the current spending rate.

The project was advertised and bids were received on February 12, 2019 by only one bidder as follows:

Cedar Ridge Landscape, Inc. \$170,039.50

Cedar Ridge Landscape, Inc. was the contractor that was awarded the 2018 Concrete Project last summer and performed the work satisfactory. Many compliments were given to the quality and performance by Salida residents. Cedar Ridge Landscape, Inc. had great communication throughout the duration of the project.

FISCAL NOTE:

The 2019 budget for Concrete Maintenance is \$250,000 (31-30-6009-3) which includes sidewalk, ADA, cross-walk, and curb and gutter repairs. Work will be managed in-house which is a cost savings of approximately 4% of the total project cost for this type of work. Awarded work being proposed is under budget for 2019.

CONSTRUCTION CONTRACT	\$	170,039.50
CONTINGENCY (3%)	\$	17,000.00
CONSTRUCTION MANAGEMENT	\$	In-House
QA MATERIALS TESTING (2%)	\$	3,400.00
<u>TOTAL PROJECT BUDGET</u>	\$	190,439.50

STAFF RECOMMENDATION:

Staff is recommending award of the construction contract for the 2019 Concrete Maintenance Work Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Cedar Ridge Landscape, Inc. in the amount of **\$170,039.50 with a total project budget of \$190,439.50.**



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

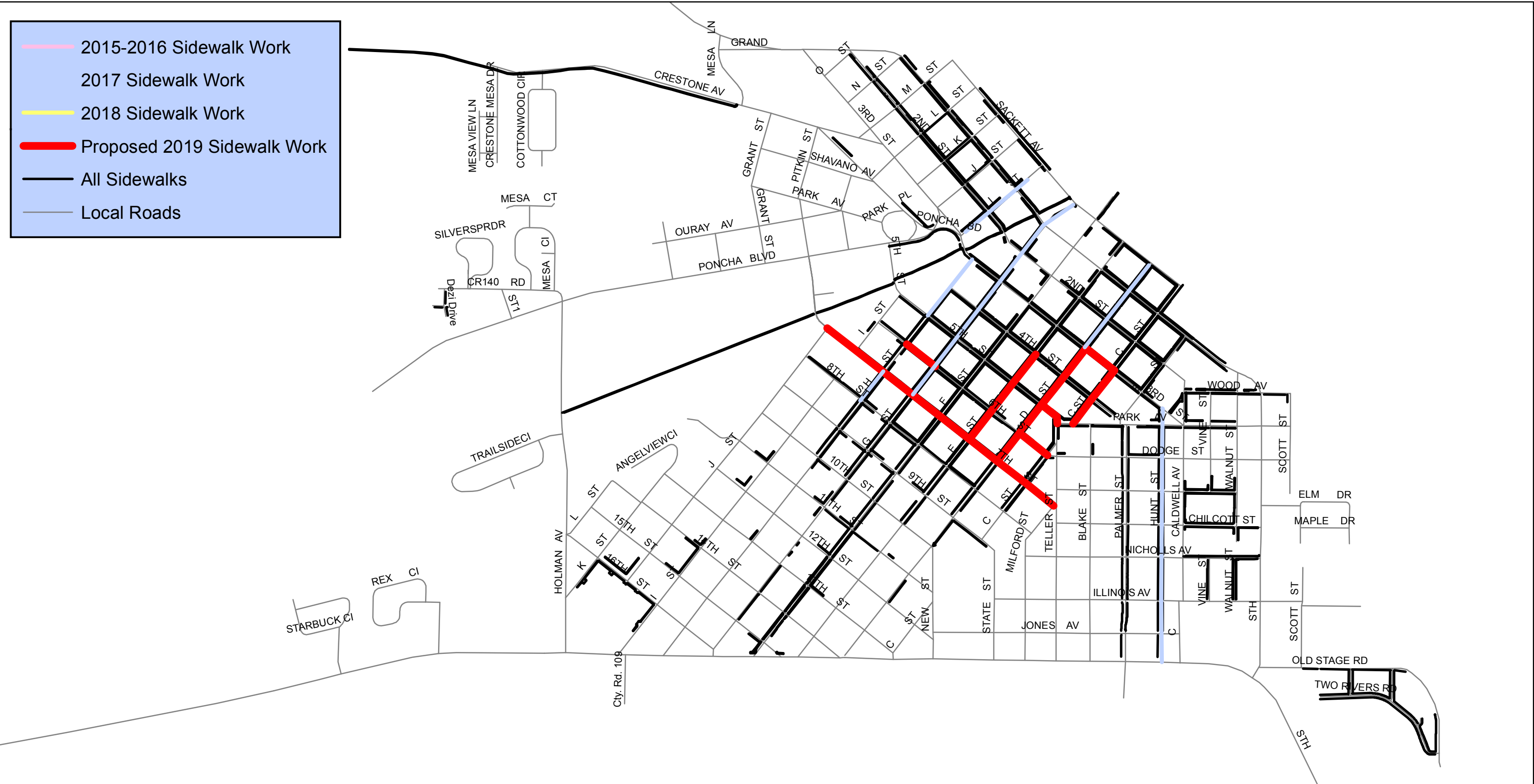
AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
--	--	------------------------------------

SUGGESTED MOTIONS:

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

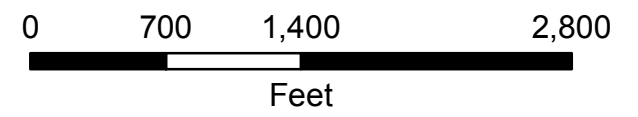
Followed by a second and then a voice vote.

- 2015-2016 Sidewalk Work
- 2017 Sidewalk Work
- 2018 Sidewalk Work
- Proposed 2019 Sidewalk Work
- All Sidewalks
- Local Roads

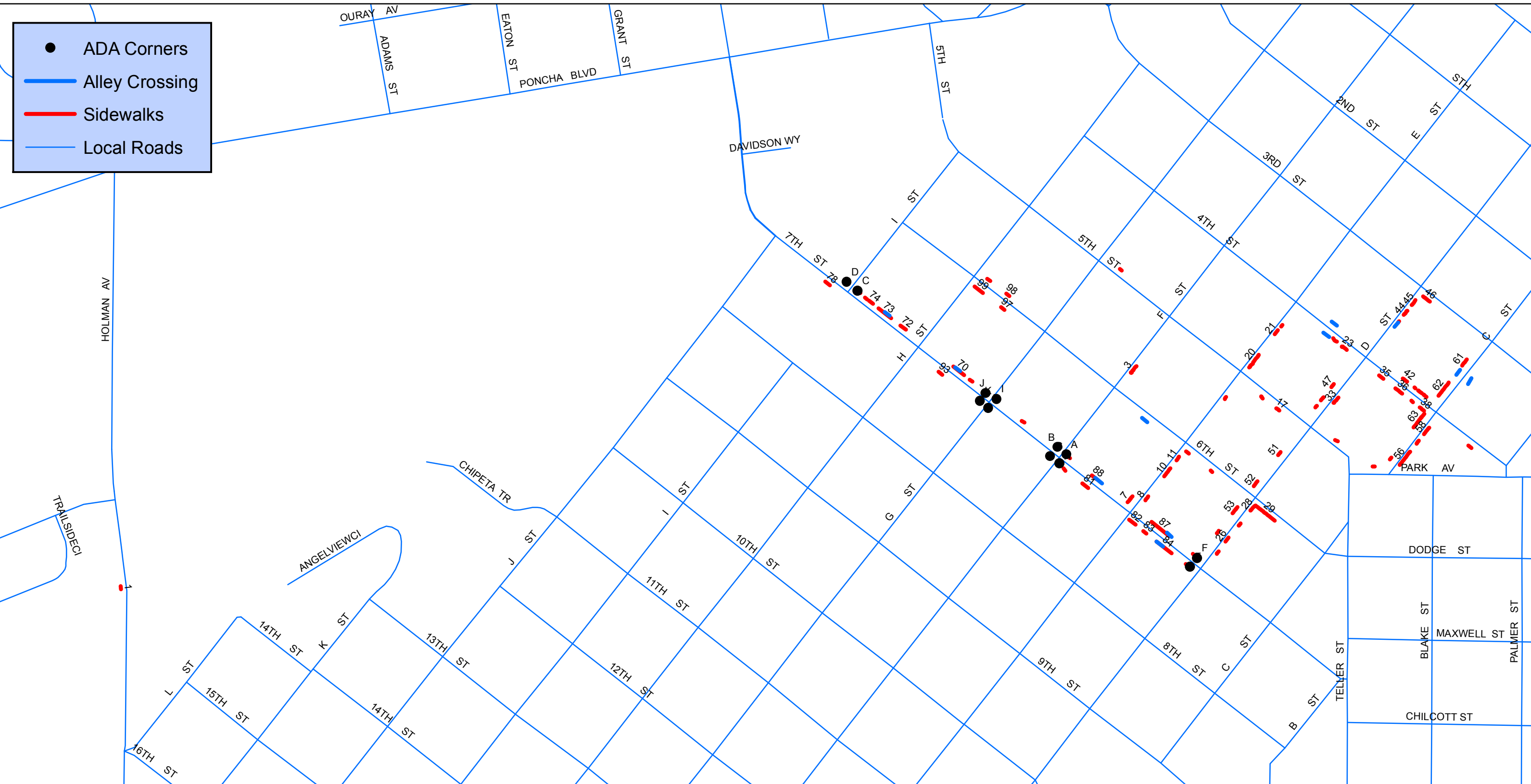


Proposed Concrete Work 2019

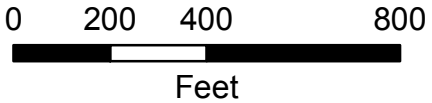
Date: 2/13/2019



- ADA Corners
- Alley Crossing
- Sidewalks
- Local Roads



Proposed Concrete Work 2019





January 19, 2019

Dear Board of Trustees at Colorado Mountain College:

I write on behalf of the Salida City Council in support of the proposed partnership between Salida School District and Colorado Mountain College. Our organization strongly believes in the formation of this partnership to increase educational opportunities for the community of Salida.

We believe through this partnership, previous efforts by our organization will continue to thrive and uphold what is best for our students and our community.

We understand the commitment to this goal and model are essential and acknowledge specific roles and responsibilities we will fulfill in this partnership. In the event this proposal is carried out, we would expect our role in the partnership between the Salida School district and Colorado Mountain College to include continued collaboration and networking with all parties involved and paying increased taxes to support the effort.

A partnership with Colorado Mountain College would be greatly beneficial in building off the schools' current success, growth, opportunity, and demonstrated ability to innovate. It would reinforce progress and what is best for our kids today and going into tomorrow.

We look forward to working with you and seeing the progress that is made to create opportunities for our schools and our community to evolve to reach more.

Sincerely,

PT Wood, Mayor



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19,

2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
3.a.	Administration	Sonia Walter

ITEM:

Consideration to approve Snow Angel Bar and Grill's Hotel and Restaurant Liquor License Transfer Application.

BACKGROUND:

A Colorado Hotel and Restaurant Liquor License application for Cugi LLC dba Snow Angel Bar and Grill was filed with the Deputy City Clerk on January 14, 2019. The Notice of Public Hearing was published on January 18, 2019 and the premises posted on February 8, 2019.

Proper fees have been remitted to the City. The property is in compliance with all fire, safety and zoning ordinances and is in compliance with the 500 foot distance prohibition in regards to public or parochial schools.

Individual history records have been submitted by the owners and have been received from the Colorado Bureau of Investigation. Due to this being a transfer of license, the applicant is in the process of having the wholesale liquor vendors who supplied the prior licensee complete DR Form 8004 (Wholesaler Affidavit of Compliance). This is to prove that there are no outstanding debts from the prior licensee.

SUGGESTED MOTIONS:

Staff recommends approving the applicant's Hotel and Restaurant Liquor License Transfer Application.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

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

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

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

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
SNOW ANGEL Bar & Grill 83-3033991 719-531-6373

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
404 Grant Street

City Salida County Chaffee State CO ZIP Code 81201

4. Mailing Address (Number and Street) City or Town State ZIP Code
303 Cottonwood Circle Salida CO 81201

5. Email Address
snwangelbar19@yahoo.com

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

Present Trade Name of Establishment (DBA) <u>Salida Golf Club Bar & Grill LLC</u>	Present State License Number <u>4707545</u>	Present Class of License <u>Hotel & Restaurant/ Opt.</u>	Present Expiration Date <u>1/30/2019</u>
--	--	---	---

Section A	Nonrefundable Application Fees
<input type="checkbox"/>	Application Fee for New License.....\$550.00
<input type="checkbox"/>	Application Fee for New License w/Concurrent Review.....\$650.00
<input checked="" type="checkbox"/>	Application Fee for Transfer.....\$550.00

Section B (Cont.)	Liquor License Fees
<input type="checkbox"/>	Lodging & Entertainment - L&E (County).....\$500.00
<input checked="" type="checkbox"/>	Manager Registration - H & R.....\$75.00
<input type="checkbox"/>	Manager Registration - Tavern.....\$75.00
<input type="checkbox"/>	Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/>	Manager Registration - Campus Liquor Complex.....\$75.00

Section B	Liquor License Fees
<input type="checkbox"/>	Add Optional Premises to H & R.....\$100.00 X Total _____
<input type="checkbox"/>	Add Related Facility to Resort Complex \$75.00 X Total _____
<input type="checkbox"/>	Arts License (City).....\$308.75
<input type="checkbox"/>	Arts License (County).....\$308.75
<input type="checkbox"/>	Beer and Wine License (City).....\$351.25
<input type="checkbox"/>	Beer and Wine License (County).....\$436.25
<input type="checkbox"/>	Brew Pub License (City).....\$750.00
<input type="checkbox"/>	Brew Pub License (County).....\$750.00
<input type="checkbox"/>	Campus Liquor Complex (City).....\$500.00
<input type="checkbox"/>	Campus Liquor Complex (County).....\$500.00
<input type="checkbox"/>	Campus Liquor Complex (State).....\$500.00
<input type="checkbox"/>	Club License (City).....\$308.75
<input type="checkbox"/>	Club License (County).....\$308.75
<input type="checkbox"/>	Distillery Pub License (City).....\$750.00
<input type="checkbox"/>	Distillery Pub License (County).....\$750.00
<input type="checkbox"/>	Hotel and Restaurant License (City).....\$500.00
<input type="checkbox"/>	Hotel and Restaurant License (County).....\$500.00
<input checked="" type="checkbox"/>	Hotel and Restaurant License w/one opt premises (City).....\$600.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (County).....\$600.00
<input type="checkbox"/>	Liquor-Licensed Drugstore (City).....\$227.50
<input type="checkbox"/>	Liquor-Licensed Drugstore (County).....\$312.50
<input type="checkbox"/>	Lodging & Entertainment - L&E (City).....\$500.00

<input type="checkbox"/>	Master File Location Fee.....\$25.00 X Total _____
<input type="checkbox"/>	Master File Background.....\$250.00 X Total _____
<input type="checkbox"/>	Optional Premises License (City).....\$500.00
<input type="checkbox"/>	Optional Premises License (County).....\$500.00
<input type="checkbox"/>	Racetrack License (City).....\$500.00
<input type="checkbox"/>	Racetrack License (County).....\$500.00
<input type="checkbox"/>	Resort Complex License (City).....\$500.00
<input type="checkbox"/>	Resort Complex License (County).....\$500.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (County).....\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/>	Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/>	Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/>	Retail Liquor Store License--Additional (City).....\$227.50
<input type="checkbox"/>	Retail Liquor Store License--Additional (County).....\$312.50
<input type="checkbox"/>	Retail Liquor Store (City).....\$227.50
<input type="checkbox"/>	Retail Liquor Store (County).....\$312.50
<input type="checkbox"/>	Tavern License (City).....\$500.00
<input type="checkbox"/>	Tavern License (County).....\$500.00
<input type="checkbox"/>	Vintners Restaurant License (City).....\$750.00
<input type="checkbox"/>	Vintners Restaurant License (County).....\$750.00

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

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

Liability Information

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

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted
<p>I. Applicant information</p> <p><input type="checkbox"/> A. Applicant/Licensee identified</p> <p><input type="checkbox"/> B. State sales tax license number listed or applied for at time of application</p> <p><input type="checkbox"/> C. License type or other transaction identified</p> <p><input type="checkbox"/> D. Return originals to local authority</p> <p><input type="checkbox"/> E. Additional information may be required by the local licensing authority</p> <p><input type="checkbox"/> F. All sections of the application need to be completed</p>
<p>II. Diagram of the premises</p> <p><input type="checkbox"/> A. No larger than 8 1/2" X 11"</p> <p><input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)</p> <p><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)</p> <p><input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant</p> <p><input type="checkbox"/> E. Bold/Outlined Licensed Premises</p>
<p>III. Proof of property possession (One Year Needed)</p> <p><input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk</p> <p><input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2)</p> <p><input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant</p> <p><input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)</p>
<p>IV. Background information and financial documents</p> <p><input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I)</p> <p><input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. The Vendors are as follows: IdentoGO - https://uenroll.identogo.com/ Phone: (844)539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting by American Bioidentity – Details to be announced</p> <p><input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license</p> <p><input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)</p>
<p>V. Sole proprietor/husband and wife partnership (if applicable)</p> <p><input type="checkbox"/> A. Form DR 4679</p> <p><input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant</p>
<p>VI. Corporate applicant information (if applicable)</p> <p><input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Certificate of Authorization if foreign corporation</p> <p><input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)</p>
<p>VII. Partnership applicant information (if applicable)</p> <p><input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife</p> <p><input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)</p>
<p>VIII. Limited Liability Company applicant information (if applicable)</p> <p><input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Copy of operating agreement</p> <p><input type="checkbox"/> D. Certificate of Authority if foreign company</p>
<p>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application</p> <p><input type="checkbox"/> A. \$75.00 fee</p> <p><input type="checkbox"/> B. Individual History Record (DR 8404-I)</p> <p><input type="checkbox"/> C. If owner is managing, no fee required</p>

Name CUGI, LLC dba SNOWANGEL		Type of License Hotel/Rest w/one opt premise (city)	Account Number			
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):						
(a) Been denied an alcohol beverage license?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.						
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				<input type="checkbox"/> <input type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?				<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>						
Other: _____						
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				<input type="checkbox"/> <input type="checkbox"/>		
13b. Are you a Colorado resident?				<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____						
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:						
Landlord Greater Salida Recreation Corporation		Tenant CUGI, LLC		Expires 12/31/2001		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".						
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.						
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.						
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input type="checkbox"/>	Number of additional Optional Premise areas requested. (See license fee chart) _____	
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				<input type="checkbox"/> <input type="checkbox"/>		
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation						
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				<input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				<input type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated?				_____		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				<input type="checkbox"/> <input type="checkbox"/>		
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				<input type="checkbox"/> <input type="checkbox"/>		

Name LUIGI, LLC dba SNOW ANGEL		Type of License Hotel and Restaurant w/ cocktail opt (City)	Account Number	
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes No <input type="checkbox"/> <input type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Martellaro		First Name of Manager Anna		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <input type="checkbox"/> <input checked="" type="checkbox"/>				
24. Related Facility - Campus Liquor Complex applicants answer the following: Yes No a. Is the related facility located within the boundaries of the Campus Liquor Complex? <input type="checkbox"/> <input type="checkbox"/> If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? <input type="checkbox"/> <input checked="" type="checkbox"/> If yes, provide an explanation and include copies of any payment agreements.				
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Marc Martellaro	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position owner	%Owned 50
Name Anna Martellaro	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position owner	%Owned 50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				
Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature		Printed Name and Title		Date
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority January 14, 2019		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) February 19, 2019		

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license


(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

- | | | |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? | <input type="checkbox"/> | <input type="checkbox"/> |
| NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. | | |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? | <input type="checkbox"/> | <input type="checkbox"/> |

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>City of Salida</i>	Telephone Number <i>719.539.4555</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
---	--------------------------------------	---

Signature 	Print <i>Dew Nelson</i>	Title <i>City Administrator</i>	Date <i>1.14.19</i>
Signature <i>Jonie W. Walt</i>	Print <i>Jonie Walt</i>	Title <i>Deputy City Clerk</i>	Date <i>1.14.19</i>

Greater Salida Recreation Corporation Bar & Restaurant Tenant Agreement

This Agreement is made as of December 17, 2018, between Greater Salida Recreation Corporation (hereinafter referred to as Club, ("Landlord"), with an address of 404 Grant Street Salida, CO 81201, and _____ CUGI, LLC. _____ ("Tenant") with an address of ___303 Cottonwood Circle Salida, CO 81201___, who hereby agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the premises commonly known as the Salida Golf Course Bar & Restaurant.
2. **TERM.** The Term of this Lease is for 3 years commencing on the 1st day of January, 2019 and ending on December 31st, 2021. Rent and utility will commence on March 1, 2019 with the following minimum hours of operation:
 1. The Bar and Restaurant will be open 7 days per week starting on the day the Golf Course opens (which will be between March 1 and March 31 the golf course open date will be determined by the Golf Pro, Superintendent, and the Club Board) and remain open through Oct 31.
From opening date thru May 31, minimum operating hours will be 9:00AM - 6:00PM - except for league nights - in which the B&G will stay open to a time sufficient to appropriately serve league players
- For June 1 - Labor Day, minimum operating hours will be 8:00AM - 8:00PM - except for league nights - in which the B&G will stay open to a time sufficient to appropriately serve league players
- For the Tuesday after Labor Day - Oct 31, minimum operating hours will be 9:00AM - 6:00PM
- The tenant must consult with board liaison for hours of operation to accommodate tournament activity for tournaments.
3. **RENT PAYMENT.** Tenant shall pay to Landlord [REDACTED] as rent in monthly installments of the Term of this Lease. Each monthly installment is due payable in advance without notice or demand at Landlord's above stated address, or any other place Landlord designates in writing.
 1. The tenant will be responsible for [REDACTED] of the following expenses:
 1. Atmos Energy
 2. Charter (Phone & Internet)
 3. Salida Utilities
 4. Waste Management
 5. Xcel Energy
 2. The Tenant will pay for [REDACTED] of the cable/satellite fee.
 1. The restaurant liaison will work with the tenant to select and appropriate entertainment package.

4. **OPERATION OF THE BAR AND RESTAURANT.** The Tenant agrees to the following:
1. Tenant is responsible for the physical control of the Bar and Restaurant and keep the property locked when the business is not in operation, except when the golf hours of operation differs from the hours of operation of the Bar and Restaurant. In this case the golf pro shall be provided a key to open the common area for the use of the restrooms.
 2. Comply with all Colorado Liquor, Health, Labor, and Sanitation Laws. Any and all inspection reports will be forwarded to the Board of Directors of the Club.
 3. Supply and pay for all bar, restaurant, and bathroom supplies.
 4. Pay for wages, taxes, legal unemployment taxes, FICA, state taxes. Workers' Compensation insurance, etc. A certificate of Workers' Compensation coverage shall be provided to the Board of Directors upon receipt and subsequent renewal of said policy. The Tenant shall notify the Board of Directors for any lease the Tenant is delinquent in payment of these costs for more than 30 days.
 5. The Tenant shall obtain and maintain general liability insurance at the Tenants expense. Coverage shall include equipment, furniture and liquor. The said policy will cover and aggregate amount of \$1,000,000.00 for bodily injury and property damage. The Tenant shall provide the Board of Directors with copy of said policy.
 6. The Tenant will work closely with the Head Golf Pro and his assistants to provide professional atmosphere and camaraderie to the members and guests. The Club Board of Directors will resolve any disputes.
 7. Pay all personal property taxes levied and assessed upon the Tenant.
 8. Pay 50% of repairs related to heating, cooling, electrical, plumbing (including bathrooms) and kitchen. The board will provide copies of the invoices to the Tenant upon receipt. The Tenant will submit payment for their portion of the invoices within 15 days after invoices are received.
 9. Repair and keeping good working order all major appliances, coolers and equipment related to food, ice and beverage.
 10. Maintain and repair all restaurant items such as tables, chairs, bar and bar stools.
 11. Tenant shall not deny/limit any customers access to the Bar and Restaurant unless for good reason.
 12. Tenant allows the Board of Directors full access to Bar and Restaurant for inspections at anytime without prior notice or approval.
 13. Landlord allows the Tenant full and exclusive use of all concession equipment anywhere on the property. This includes but not limited to the concession stand and pop machines located inside the concession stands.
 14. Tenant does not have the ability to sell or sublease the Bar and Restaurant business.
 15. Any and all improvements to the Bar and Restaurant or Clubhouse shall require written approval by the Club Board of Directors prior to actual changes being performed.
 16. Any major repairs or capital purchases will be discussed and negotiated between the Club Board of Directors and the Tenant to determine whose responsibility it is for payment.
 17. Tenant is responsible for food loss due to equipment malfunctions.
 18. Tenant is responsible for cleanliness of restrooms and bar and restaurant area.
 19. The Club allow the Tenant to book private parties in the clubhouse, provided that golfers never are unreasonably excluded from full service. If Tenant desires to close the Bar and Restaurant during normal business hours, and it would impact the members and guests the Board of Directors must approve such closure.
 20. The Tenant has the catering rights to all golf tournaments and is required to work with said tournament committee on menu items. No one may cater from outside the Bar and Restaurant unless approved by the Tenant.
 21. Tenant has full rights to make food and beverage sales on the course.

5. **PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.
6. **ALTERATIONS.** Tenant shall not make any material or structural alterations or additions in or to the Premises without the prior written consent of the Landlord.
7. **FIXTURES.** Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to its original condition.
 1. Tenant is able to bring in any equipment that is not owned by the Club at the expense of the Tenant. This equipment will not be owned or maintained by the Club. Upon termination of this agreement the Tenant will remove said equipment at the cost of the Tenant.
8. **AGREEMENT TERMINATION PROVISIONS.** This agreement shall terminate upon the occurrence of any of the following:
 1. Upon the normal expiration of this lease.
 2. Upon termination of the corporation according to its by-laws.
 3. Upon written notice by the Club of termination for good and sufficient cause, which shall include but not limited to the following:
 1. Any dishonest act or the conviction of a felony or crime involving moral turpitude.
 2. Intention to, or negligence of, duties.
 3. Serious illegal or immoral conduct.
 4. The breach of any term which is not remedied within 30 day after receiving written notice there to the breaching party.
 4. Either party can terminate this agreement by giving one months notice in writing. Tenant can not be terminated for any reason or reasons other than stated in the agreement.
 5. Upon termination of the agreement, the Tenant shall deliver to the Club, all of the Club's equipment herein, including all equipment that has been purchased and hereafter acquired. Equipment shall be in good condition and state of repair as when received except for ordinary wear and tear or damage caused by an Act of God.
 6. The Club is not responsible for inventory upon termination of this lease.
 7. The Tenant shall be responsible for all outstanding debts owed by said Tenant, dab CUGI, LLC.

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in two originals.

LANDLORD

By: [Signature] Date: 12/17/18

Title: Board President

By: [Signature] Date: 12/17/18

Title: VP / Treasurer

TENANT

By: [Signature] Date: 12/17/18

Title: Owner / Partner

By: Anna Martellaro Date: 12/17/18

Title: owner / partner



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19,

2019:

AGENDA ITEM NO. 3.b.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Sonia Walter
--------------------------------	--	--------------------------------------

ITEM:

Consideration to approve Little Cambodia's Hotel and Restaurant Liquor License Application.

BACKGROUND:

A Colorado Hotel and Restaurant Liquor License application for Little Cambodia LLC dba Little Cambodia was filed with the Deputy City Clerk on January 14, 2019. The Notice of Public Hearing was published on January 18, 2019 and the premises posted on February 8, 2019.

Proper fees have been remitted to the City. The property is in compliance with all fire, safety and zoning ordinances and is in compliance with the 500 foot distance prohibition in regards to public or parochial schools.

Individual history records have been submitted by the owners and have been received from the Colorado Bureau of Investigation.

SUGGESTED MOTIONS:

Staff recommends approving the applicant's Hotel and Restaurant Liquor License Application.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

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

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation **FEIN Number**
Little Cambodia, LLC XXXXXXXXXX

2a. Trade Name of Establishment (DBA) **State Sales Tax Number** **Business Telephone**
Little Cambodia 1469326 719-221-2546

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
300 west Sackett street

City Salida County chaffee State CO ZIP Code 81201

4. Mailing Address (Number and Street) City or Town State ZIP Code
300 west sackett street Salida CO 81201

5. Email Address
littlecambo@yahoo.com

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

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

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
---	--

- | | |
|---|---|
| <input type="checkbox"/> Application Fee for New License.....\$550.00
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$650.00
<input type="checkbox"/> Application Fee for Transfer.....\$550.00 | <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
<input checked="" type="checkbox"/> Manager Registration - H & R.....\$75.00
<input type="checkbox"/> Manager Registration - Tavern.....\$75.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00 |
|---|---|

Section B Liquor License Fees

- | | |
|--|---|
| <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____
<input type="checkbox"/> Arts License (City).....\$308.75
<input type="checkbox"/> Arts License (County).....\$308.75
<input type="checkbox"/> Beer and Wine License (City).....\$351.25
<input type="checkbox"/> Beer and Wine License (County).....\$436.25
<input type="checkbox"/> Brew Pub License (City).....\$750.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00
<input type="checkbox"/> Club License (City).....\$308.75
<input type="checkbox"/> Club License (County).....\$308.75
<input type="checkbox"/> Distillery Pub License (City).....\$750.00
<input type="checkbox"/> Distillery Pub License (County).....\$750.00
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50
<input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00 | <input type="checkbox"/> Master File Location Fee.....\$25.00 X _____ Total _____
<input type="checkbox"/> Master File Background.....\$250.00 X _____ Total _____
<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Optional Premises License (County).....\$500.00
<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Vintners Restaurant License (City).....\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |
|--|---|

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

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

Liability Information





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

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted
<p>I. Applicant information</p> <p><input type="checkbox"/> A. Applicant/Licensee identified</p> <p><input type="checkbox"/> B. State sales tax license number listed or applied for at time of application</p> <p><input type="checkbox"/> C. License type or other transaction identified</p> <p><input type="checkbox"/> D. Return originals to local authority</p> <p><input type="checkbox"/> E. Additional information may be required by the local licensing authority</p> <p><input type="checkbox"/> F. All sections of the application need to be completed</p>
<p>II. Diagram of the premises</p> <p><input type="checkbox"/> A. No larger than 8 1/2" X 11"</p> <p><input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)</p> <p><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)</p> <p><input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant</p> <p><input type="checkbox"/> E. Bold/Outlined Licensed Premises</p>
<p>III. Proof of property possession (One Year Needed)</p> <p><input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk</p> <p><input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2)</p> <p><input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant</p> <p><input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)</p>
<p>IV. Background information and financial documents</p> <p><input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I)</p> <p><input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. The Vendors are as follows: Identogo - https://enroll.identogo.com/ Phone: (844)539-5539 (toll-free) Identogo FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting by American Bioidentity – Details to be announced</p> <p><input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license</p> <p><input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)</p>
<p>V. Sole proprietor/husband and wife partnership (if applicable)</p> <p><input type="checkbox"/> A. Form DR 4679</p> <p><input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant</p>
<p>VI. Corporate applicant information (if applicable)</p> <p><input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Certificate of Authorization if foreign corporation</p> <p><input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)</p>
<p>VII. Partnership applicant information (if applicable)</p> <p><input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife</p> <p><input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)</p>
<p>VIII. Limited Liability Company applicant information (if applicable)</p> <p><input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Copy of operating agreement</p> <p><input type="checkbox"/> D. Certificate of Authority if foreign company</p>
<p>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application</p> <p><input type="checkbox"/> A. \$75.00 fee</p> <p><input type="checkbox"/> B. Individual History Record (DR 8404-I)</p> <p><input type="checkbox"/> C. If owner is managing, no fee required</p>

Name Michael R Jones	Type of License Hotel and Restaurant-concurr	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord ZDS, LLC	Tenant Little Cambodia, LLC	Expires 12/31/2021		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		<input type="checkbox"/> <input type="checkbox"/>		
If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated?		<input type="text"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input type="checkbox"/>		

Name Michael R Jones		Type of License Hotel and Restaurant-concurr	Account Number	
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes No <input type="checkbox"/> <input type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
22. For all on-premises applicants, a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Michael R Jones		First Name of Manager Phanny Jones		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				Yes No <input type="checkbox"/> <input type="checkbox"/>
Last Name of Manager		First Name of Manager		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				<input type="checkbox"/> Yes <input type="checkbox"/> No
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Michael R Jones	Home Address, City & State 	DOB 	Position manager	%Owned 50
Name Phanny Jones	Home Address, City & State 	DOB 	Position manager	%Owned 50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				
Name Michael R Jones		Type of License Hotel and Restaurant-concurr	Account Number	
Oath Of Applicant I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature		Printed Name and Title		Date
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

Date of inspection or anticipated date _____

Will conduct inspection upon approval of state licensing authority

<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>City of Salida</i>	Telephone Number <i>719.539.4555</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print <i>DREW NELSON</i>	Title <i>City Administrator</i>
Signature <i>Jonnie M. Adair</i>	Print <i>Jonnie Walter</i>	Title <i>Deputy City Clerk</i>
		Date <i>1-14-19</i>
		Date <i>1-14-19</i>



COMMERCIAL LEASE

This Lease is made to be effective the ___ day of December, 2018, between **ZDS, LLC**, a Colorado limited liability company, of 330 W. Sackett Ave., Salida, CO 81201, (herein "Lessor" or "ZDS"), and **Little Cambodia LLC**, a Colorado limited liability company, of 740 W. 2nd Street, Salida, CO 81201, (herein "Lessee"), as follows:

RECITALS

WHEREAS, Lessor is the owner of the developed property located at 300 W. Sackett Ave., Salida, CO 81201 (herein referred to as the "Premises"); and;

WHEREAS, Lessee desires to lease the Premises for the purposes of operating and maintaining a restaurant as described herein; and

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

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

1. **DESCRIPTION OF PREMISES, EXCLUSIONS, AND RESERVATIONS.** Lessor leases to Lessee for Lessee's exclusive use of the Premises located at 300 W. Sackett Ave., Salida, CO 81201, as generally shown on the map attached hereto as Exhibit A and by this reference made part hereof (the "Premises") The Premises includes the kitchen and enclosed dining room including tables and use of two refrigerator units in basement, and use of patios along river. The Premises also includes use of all items under hood which include flat top, 6 burner stove, large oven downstairs, and deep fryer. Subject to the terms of this Lease, Lessee, and its employees, agents, guests and invitees, shall have a non-exclusive right of ingress and egress to and from the Premises over and across that portion of the Lessor's Adjacent Property generally identified on Exhibit A as the "Common Areas", which include nonexclusive use of the bathrooms, parking areas, subject to the provisions of Section 13 herein, and the wood decks, and brick patio. Lessor reserves nonexclusive use of these Common Areas. Lessee agrees to provide access to the interior bathrooms for Lessor and Lessor's other tenant, Absolute Bikes and its employees and customers. Lessor reserves use of all of the basement except refrigeration units.

A. Reservations by Lessor. Lessor's other tenant, Absolute Bikes shall have the right to display vintage bikes where appropriate along restaurant walls. These will remain property of Absolute Bikes. Absolute Bikes will supply FibArk posters and other memorabilia to Lessee if interested. These will remain property of Absolute Bikes. Lessor's other tenant, Absolute Bikes shall have the right to the enclosed deck.

B. Basement. Lessee shall have use of two refrigerator units in basement and large oven downstairs. Absolute Bikes will have remaining use of basement. Absolute Bikes may use oven downstairs for cookies at times.

C. Espresso Machine. Absolute Bikes shall have the right to use its Espresso Machine on counter for staff use in mornings. Absolute Bikes will be responsible for cleaning of machine.

2. **PURPOSE AND USE.** Lessee shall use the demised Premises for the purpose of conducting a restaurant as set forth herein. Lessee shall not use the Premises for any other purposes, including, but not limited to, a bike shop, ski shop, outfitting business, or outdoor accessories, without the prior written consent of Lessor, which consent may be withheld at the sole discretion of Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operate its business in a manner constituting a nuisance of any kind. The provisions of this Section 2 are material provisions of this Lease, and failure to comply with these provisions shall be a default under this Lease. Lessee will conduct its business in accordance with the following: At a minimum, the Lessee's business must at least be open to the public from 11:00 am to 8:00 pm six (6) days per week and closed one day mid-week for prep, and except periodic closure for cleaning.

3. **TERM AND RENEWAL.** The term of this Lease shall commence January 1, 2019 and shall continue until December 31, 2021. Lessee shall have an option to extend the Lease for one (1) additional term of three (3) years from January 1, 2022 through December 31, 2024, conditioned upon Lessee giving Lessor written notice of Lessee's intent to extend at least 90 days prior to the end of the initial term. Base Rent shall increase to [REDACTED] per month during the renewal term. All other terms and conditions of the Lease shall continue during the renewal term. The parties shall discuss on or about January 1, 2022, the renewal for an additional 3 year term from January 1, 2025 through December 31, 2027; however, the Lease may be renewed only upon written agreement by the parties.

4. **RENTAL.** Installments of rent shall be payable in advance and without notice at the office of Lessor at 330 W. Sackett Ave., Salida, CO 81201, or at such other place as Lessor from time to time designates in writing. Lessee shall pay rent to Lessor in monthly installments on the 1st day of each month, Base Rent of [REDACTED] per month commencing January 1, 2019, and continuing through December 31, 2021.

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

6. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor upon execution of this Lease or by January 1, 2019, the sum of [REDACTED] as security for the performance of Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease. If Lessor applies any part of the deposit to cure any

default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the lease term if: (a) all obligations of Lessee have been performed, and (b) the Premises are not damaged and are left in their original condition, normal wear and tear excepted; and (c) the Premises are thoroughly and professionally cleaned. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. The Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to the Lessee for the balance.

7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

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

B. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by the Lessee at any time following Lessee's taking of possession, Lessee shall, within thirty (30) days after demand by Lessor, cause said lien to be released.

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

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

E. Subject to the requirements and restrictions set forth in the foregoing paragraphs a. through e. of this Section 7, Lessor shall not unreasonably withhold its

approval of alterations, additions, or improvements to the demised Premises which might from time to time be requested by Lessee.

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

8. **FIXTURES.** Any alterations made in the building located on the Premises (the "Building") by Lessee and any equipment or fixtures built into the Premises by Lessee shall upon the termination of this Lease become the sole property of the Lessor, unless otherwise agreed in writing by the parties.

9. **LESSEE'S MAINTENANCE OBLIGATIONS.** Lessee covenants to maintain, repair, replace and keep all exterior signage, all glass, all doors and windows, lighting fixtures and HVAC systems, as well as the interior of the Premises, and all improvements, fixtures and personal property therein, including, but not limited to, all bay doors, 2 interior restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent it applies to Lessees occupying the Premises; and to contract for the same in Lessee's own name. All maintenance and repairs by Lessee shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

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

B. Lessee and Lessor will share the effort of keeping the exterior of the Premises free from all litter, dirt, debris and obstructions. Lessee shall keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate. Trash removal will be split between the Lessor and Lessee as mentioned in Section 9H. Lessee, at Lessee's sole expense, shall also be responsible for janitorial services in the Premises, including the bathrooms as set forth in Section 9 G. below.

C. Lessee agrees to return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as the beginning of this Lease and in good working order subject to normal wear and tear.

D. Lessor will be responsible for snow removal around building and along Arkansas River path. Lessee will be responsible for snow removal along entrances to restaurant.

E. Lessee's principals and managers shall be available by cell phone with voice messaging. A chain of command for emergencies shall be established by Lessor.

F. Recycling and trash pickup service shall be paid by Absolute Bikes, and Lessee shall pay its 50% share to Lessor with the next monthly rent.

G. Lessee shall maintain and clean the two inside restrooms and shall keep the two inside restrooms supplied with toilet paper, paper towels, and hand soap. Lessor shall be responsible for the cleaning, maintenance and supplies of the outside bathrooms.

H. Lessee shall clean and maintain all grease traps, all fixtures and trade fixtures include not limited to heaters, swamp coolers with major cleaning and maintenance to be on a schedule determined by Lessor and Lessee within 60 days of the execution of this Lease and reviewed not less than annually. All kitchen and prep areas shall be maintained in accordance with all applicable regulations and shall be kept in an immaculate state of cleanliness. Specifically, the hood will be kept immaculate and have appropriate servicing as required by State of Colorado.

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

11. **UTILITIES.** All applications and connections for necessary gas, telephone services, and electricity services to the Premises shall be made in the name of the Lessee only, and Lessee shall pay all charges for facilities and services as such deposits and charges become due and owing. From the date Lessee takes possession of the Premises until this Lease is terminated, Lessee shall be liable for the payment of 50% of the property's water and sewer bill, which will be paid by Lessor and added to monthly rent. Lessee shall be liable for the payment of 50% of the trash and recycling charges, which will be paid by Lessor and added to monthly rent.

12. **TAXES.**

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

B. Real Property Taxes. The parties acknowledge that the real property taxes are assessed in one assessment and tax bill against Lessor's Property, which includes the Premises. Lessee and Lessor shall each pay one-half (50%) of any amounts of such taxes and assessments. Lessee shall pay its portion of such taxes and assessments to Lessor in monthly installments, together with each monthly installment of rent due under this Lease, each installment in an amount equal to 1/12th of that amount which is equal to the amount (the "Tax Installment") that Lessor estimates (based on the most recent levy and the most recent assessment) will be needed to pay the next required installment or payment of real property taxes and assessments payable with respect to the Premises. Not less than annually, Lessor shall provide Lessee with copies of the tax bills and a revised calculation of the One twelfth (1/12) payment adjusted to reflect any increase in the tax assessment. The adjusted amount shall be due commencing with the next payment of rent. If it is determined that Lessee has overpaid its portion of the real property taxes, Lessor shall refund the overpayment to Lessee within 30 days.

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

14. **PARKING.** Lessee shall be entitled to nonexclusive use of up to 50% of the parking areas on the Property. Such parking spaces shall be for the non-exclusive use of Lessee and its, agents, guests and invitees and shall be located within that portion of the Common Areas identified on Exhibit A as "Common Area Parking." Lessee's employees shall not park in the parking lot and shall not park along Sackett Avenue from the Boat Ramp to the I Street intersection. Lessee's employees shall not camp over night in vehicles in the parking lot or anywhere on the Property. Lessee will not permit employees to park in the designated handicapped parking spaces unless they are handicapped and display proper permits. Lessor shall have the right at any time to change the arrangement or location of, or to regulate the use of, the Common Area Parking areas without incurring any liability to Lessee. Absolute Bikes shall have two (2) parking spaces reserved for its van and trailer. These spaces shall have identifying signage.

15. **OTHER COVENANTS OF LESSEE.**

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

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

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

D. No Unsightliness. Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

E. Environmental Compliance and Indemnity. Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq., and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up-related activities and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Section 15 E. Lessor shall have the right to defend itself in any action,

suit or proceeding commenced against Lessor as a result of Lessee's violation of or failure to comply with the provision of this Section 15 E., with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Lessor. The provisions of this Section 15 E. shall survive the expiration or termination of this Lease.

F. OFAC Compliance. Lessee represents and warrants to Lessor that Lessee is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

G. No Security Interest. Lessee agrees and warrants that no security interest will or may be granted with respect to any fixture physically attached to the Premises at any time during the term hereof.

H. Dogs. Lessee's employees shall not leave dogs unattended in vehicles on the Premises or anywhere on Lessor's property.

I. Smoking. Smoking anywhere on the Premises or Lessor's Property shall be prohibited.

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

17. **ADJACENT PROPERTY ATTACHMENT.** Lessee hereby consents to the attachment or connection to the Building of any permanent or temporary structure which may be constructed or placed on the property immediately adjacent to the Premises, provided that any such attachment or connection does not unreasonably interfere with or disturb the operation of Lessee's use and occupancy of the Premises as permitted hereunder.

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

19. **RESERVATIONS AND INSPECTION BY LESSOR.** Lessor or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. Lessor shall at all times have the right, at its election, to make such alterations of, changes in, or additions to

any adjoining buildings, if any, not leased to the Lessee, as may appear desirable to Lessor, and to demolish and/or dispose of the adjoining premises as it shall elect, at Lessor's sole expense. Lessor may show the Premises to prospective purchasers and mortgagees, and during the three months prior to termination of this Lease, to prospective tenants, during business hours upon reasonable notice to Lessee.

20. LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.

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

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

C. Lessee shall insure all building materials, supplies, personal property, furnishings, equipment, inventory, and records that it uses or stores on the Premises at any time following the execution hereof against fire and other hazards and shall promptly furnish proof of such insurance coverage to Lessor. Lessor, Absolute Bikes, Inc., Shawn and Dena Gillis shall be named as an additional insured under said policy.

D. Lessee shall obtain and maintain prior to taking possession of the Premises and at all times thereafter during the term hereof, including any optioned term, insurance against liability for bodily injury and property damage, all to be in amounts and in forms of insurance policies as may from time to time be required by Lessor, with policy limits in an amount not less than \$1,000,000.00 for death, illness or injury to one or more persons, and \$1,000,000.00 for property damage, in respect of each occurrence. Lessee shall provide Lessor with certificates evidencing such insurance coverage before performing any work within the Premises. Lessor, Absolute Bikes, Inc., Shawn Gillis, and Dena Lynn Gillis shall be named as an additional insured under such policies.

E. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Lessor, which shall mean the same company issuing policies to

Lessor in connection with the Property, and shall require at least 15 days written notice to Lessor of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Lessor that all premiums thereof have been paid and that the policies are in full force and effect. Any default or breach of the insurance requirements of this Lease shall be deemed an immediate default and shall not require Lessor to give a 10 day notice of default described in Section 21 herein.

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

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

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

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

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

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

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

B. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of ten (10) days after notice thereof is given by Lessor to Lessee.

C. If Lessee vacates or abandons the Premises, or if the Lessee fails to open for business for more than 2 consecutive days as required in Section 2.

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

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

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

(1.) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than three (3) days notice of the cancellation and termination in accordance with Colorado law and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Lessee, without prejudice to any claim for rent or for the breach of covenants hereof.

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

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

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

24. **ATTORNEY FEES.** In the event there is controversy or dispute regarding this Agreement and/or any related documents and the parties are unable to settle the controversy or dispute through mediation or otherwise, the prevailing party in any administrative or legal action shall be entitled to recover from the breaching party all reasonable attorneys fees actually incurred, together with costs, including mediation fees. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

25. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor, including all buildings, additions, keys and security codes, and improvements constructed and placed thereon by Lessee, except Lessee's personal property, all in good condition and repair. Any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may at its option remove such personal property from the Premises and store it at the risk and expense of Lessee. Lessee shall repair and restore all damage to the Premises caused by the removal of equipment and other personal property or be liable for the costs incurred in such repair or restoration. Lessee shall deliver the Premises back to Lessor in substantially the same condition as exists on the date on the execution of this Lease, normal wear and tear excepted. Upon termination of this Lease at any time for any reason, Lessee shall not have the right to remove from the Premises any leasehold improvements, including fixtures physically attached to any portion of the Premises, regardless of whether such leasehold improvements, including fixtures, were installed by Lessee, Lessor, or others. Once attached, such leasehold improvements, including fixtures, shall become a part of the Premises subject to the terms of Sections 7 F. and 8 above.

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

27. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor. Lessee and all guarantors shall remain responsible for the lease payments under any approved sublease agreement. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Lessor first having been obtained. The sale of a 30% or greater interest of shares in the corporate entity of Lessee shall be considered a prohibited assignment under this Section 27.

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

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

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

31. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** It is further agreed between the parties hereto that if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Lessee, whether under the operation of the state or the federal statutes, then and in any such case, the Lessor may at its option immediately, with or without notice (notice described in Section 17 above being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Lessee hereunder.

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

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

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

35. **MEMORANDUM OF LEASE.** Lessee agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

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

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

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

39. **SUBORDINATION AND ATTORNMENT.**

A. Subordination. Upon the written request of Lessor or any Mortgagee, Lessee will in writing subordinate its rights under this Lease to the lien of any mortgage or deed of trust now or hereafter in force against the Premises, the Building, or the underlying land, and to all advances made or hereafter to be made upon the security thereof, and to all extensions, modifications, and renewals thereunder. Lessee shall also, upon Lessor's request, subordinate its rights under this Lease to any ground or underlying lease which may now exist or hereafter be executed affecting the Building and/or the underlying land. Lessee shall have the right to condition its subordination upon the execution and delivery of an attornment and nondisturbance agreement, as described in Section 29B, between the Mortgagee or the Lessor under any such ground or underlying lease and Lessee. Lessee shall not subordinate its rights hereunder to any lien other than that of a first mortgage or first deed of trust, except with the prior written consent of the Mortgagee holding such first mortgage or deed of trust.

B. Attornment. Upon the written request of the Lessor or any Mortgagee or any lessor under a ground or underlying lease, Lessee shall attorn to any such Mortgagee or lessor, provided such Mortgagee or lessor agrees that if Lessee is not in default under this Lease, Lessee's possession of the Premises in accordance with the terms of this Lease shall not be disturbed. Such agreement shall provide, among other things, (a) that this Lease shall remain in full force and effect, (b) that Lessee pay rent to said Mortgagee or lessor from the date of said attornment, (c) that said Mortgagee or lessor shall not be responsible to Lessee under this Lease except for obligations accruing subsequent to the date of such attornment, and (d) that Lessee, in the event of a foreclosure or a deed in lieu thereof or a termination of the ground or underlying lease, will enter into a new lease with the Mortgagee, lessor, or other person having or acquiring title on the same terms and conditions as this Lease and for the balance of the Term.

C. Nonmaterial Amendments. If any lender should require as a condition of loans secured by a lien on the Premises, the Building, or the land underlying the Building any modification of this Lease, Lessee will approve and execute any such modifications promptly after request, provided no such modification shall relate to the rent payable

hereunder, the length of the Term, or otherwise materially change the rights or obligations of Lessor or Lessee.

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


41. **INDEPENDANT COUNSEL.** The parties acknowledge and agree that Powell & Murphy, P.C. represents Lessor. Lessee is advised to seek independent counsel if so desired.

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


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


LESSOR: ZDS, LLC, a Colorado limited liability company:

By: 
Shawn Gillis, Member
Date: _____

By: 
Dena Lynn Gillis, Member
Date: _____

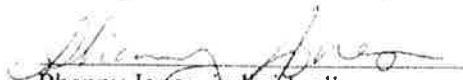
LESSEE: Little Cambodia LLC, a Colorado limited liability company:

By: 
Phanny Jones, Manager
Date: 12-29-18

By: 
Michael R. Jones, Manager
Date: 12/29/18

GUARANTEES:

The undersigned hereby unconditionally guarantee, jointly and severally with all other guarantors, the payment by and performance of the obligations of Little Cambodia LLC, as Lessee under the above Lease.

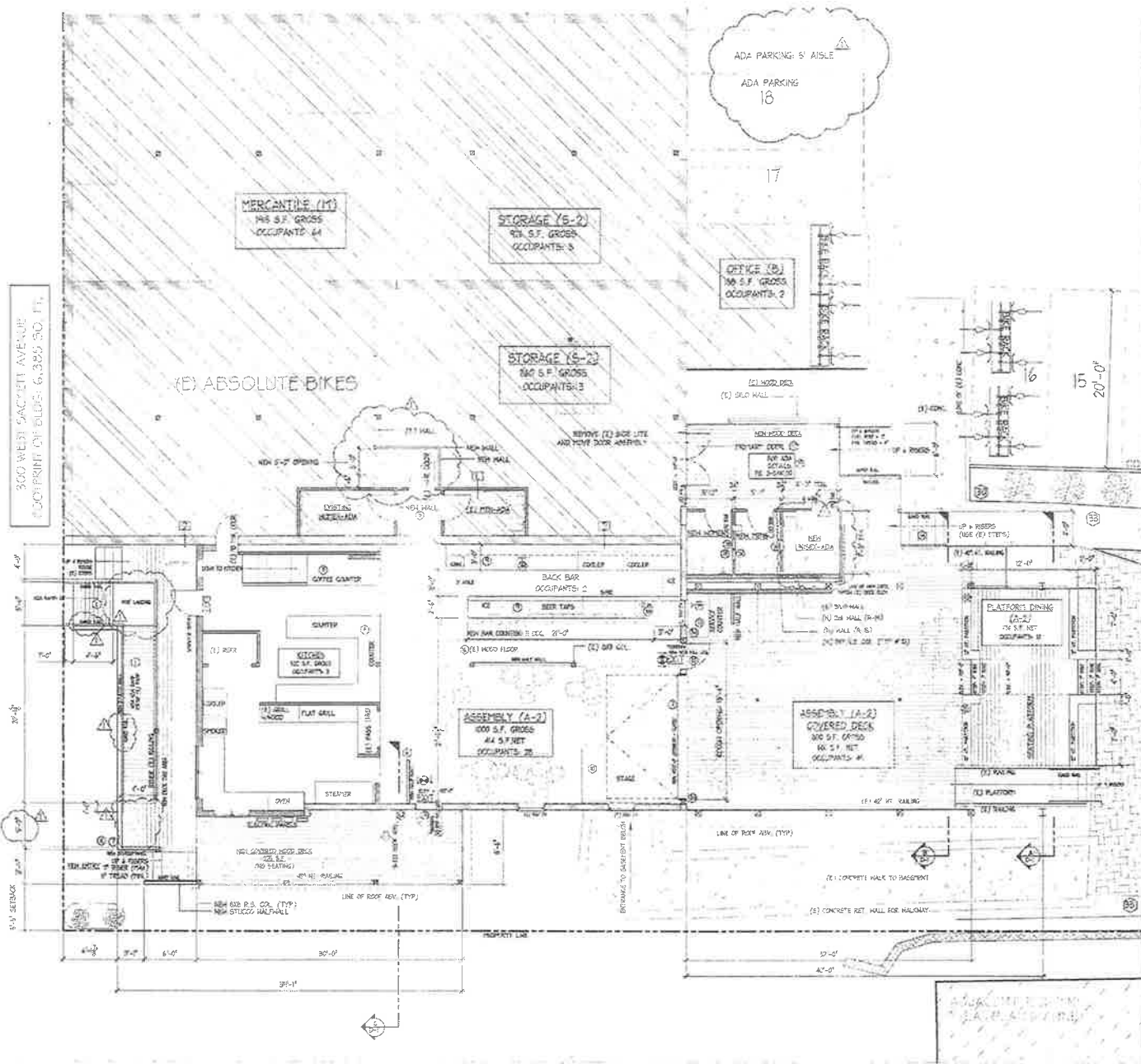

Phanny Jones, individually

12-29-18
Date


Michael R. Jones, individually

12/29/18
Date

Guarantors' Address: 740 W. 2nd Street, Salida, CO 81201



PLAN KEYNOTES

- 1) REMOVE EXISTING ADA RAMP FROM REAR WHERE POSSIBLE
- 2) NOT USED
- 3) NEW COUNTER OVER STAINLESS STEEL PARTWAY 7'-0" HEIGHT
- 4) PASTRY DISPLAY CASE
- 5) ADD WALL SECTION TO CREATE USABLE AREA PARTWAY 3'-0" HIGH
- 6) BUILD NEW HALF WALL TO SEPARATE ENTRANCE FROM SERVICE PATH
- 7) NEW BRICK WALL TO BEHIND ADA RAMP AND UNDERNEATH OF EXIST. PARTWAY AT GROUND LEVEL
- 8) BAKE RACKS IN FRONT OF NEW BRICK WALL
- 9) NEW NEW COUNTER AND BAR
- 10) NEW PORTABLE STAGE STOPS BETWEEN MUSIC EVENTS
- 11) NEW COMMERCIAL GLAZED OVERHEAD DOOR
- 12) NEW COMMERCIAL TWIN ENTRY WOODEN TRAYERS WITH NEW SERVICE COUNTER WALL SHALL TO PORTWAY SPACE
- 13) BRICK CHANGING STOPS OFF FLOOR
- 14) NOT USED
- 15) SAND AND RETAIN EXISTING WOOD FLOOR
- 16) NEW WOOD DECK AT SAME LEVEL AS FLOOR OF BIKE SHOP & BRICKWORK STAIRS NEW BRICKWORK
- 17) 2'-0" WALL IN FRONT WALL OF BLDG TO ALLOW FOR BATHROOM IF NECESSARY
- 18) NEW W/ APPROX TO COMPLETE WOODS SEE CODE R-6.0 IN 2ND FLOOR, R-4.0 IN 3RD WALL, R-3.0 IN FLOOR AND R-3.0 IN WALL. SEE WALLS TO R-6.0 IN 2ND FLOOR. SEE WALLS TO R-6.0 IN 2ND FLOOR.
- 19) NEW ELECTRIC THERMOSTAT SOCKET HEATER IN WALL
- 20) FIRE FLY ROSE UNDERGROUND GAS LINE TO PIT IN Y. USED
- 21) RUN REARWARD WATER LINE FROM BELOW FLOOR LINE. USE SWIFTON VALVE ACCESSIBLE FROM ADA. INSTALL BRASS BACK STOP. ALLOW FOR WATER CONNECTION TO SERVICE BAR. THIS IS LOCATION OF ELECTRIC SPRINKLER CENTRAL VALVES IN UNDERGROUND WALL. SEE REGULATION NOTES.
- 22) NEW PAVERS TO MATCH EXISTING
- 23) RUN UNDERGROUND ELECTRICAL TO THIS LOCATION FOR FUTURE OUTDOOR STAGE
- 24) EXISTING RETAINING WALL. REBUILD TO EXTEND ABOVE GRADE TO CREATE A 4'-0" WALL. EXISTING ABOVE GRADE TO BE PARTIALLY DEMOLISHED. DO NOT SET PLANS ON GROUND. EXISTING ALONG SOUTH WALL TO BEHAVE AS PARKING LOT BUFFER.
- 25) USE SPACERS ALONG PAVED TO EXISTING PATIO. USE 1/2" SIZES TO BREAK UP UNIFORMITY. USE SMALLER STONES TO ATTEMPT TO MATCH AS MUCH AS POSSIBLE.
- 26) STEP FOR GRADE AT STAIRS. CONSTRUCT OPENING TO MATCH STEP WIDTH AND CREATE A GRADE CHANGE USE LANDSCAPE LIGHTING TO SUPPLEMENT SITE
- 27) NEW RET. WALL OF BRICK BLOCK TO MATCH EXISTING WALL. IF PROJECT LINE MISMATCHED, LOCATION AT EDGE OF BRICK PATH. HEIGHT TO ALLOW BUILD-OUT OF EXISTING PATIO AT GRADE TO EDGE OF FUTURE PATH.
- 28) LANDSCAPE LIGHTING IN PROXIMITY OF NEW BRICK WALL AND PATIO. USE COMBASTING LIGHT IN CONCREAT REFLECT TO COMPLY WITH CITY OF SALINA CODE
- 29) RUN UNDERGROUND ELECTRICAL TO JUNCTION BOX FOR LOW VOLTAGE LANDSCAPE LIGHTING
- 30) RUN UNDERGROUND GAS PIPING FOR OUTDOOR HEATING. VERIFY GAS OUTLETS PER OWNER
- 31) LAY 2" MIN. 5/8" AG PLASTIC CONDUIT PIPE UNDER CONCRETE PATIO, PATIOS, ETC FOR WATER, ELECTRICAL AND GAS LINES
- 32) NEW OUTDOOR LIGHTS AT NEW EXTERIOR DOORS. USE COMBASTING, HIGH-INTENSITY COMPACT FLUORESCENT PER CITY OF SALINA CODE
- 33) USE EXISTING WINDOW OPENING FOR NEW DOOR
- 34) SURFACE FINISHING LOT ASPHALT OR CONCRETE PER OWNER. SEE DRAINAGE PLANS
- 35) PROVIDE WATER, ELECTRICAL AND GAS TO NEW BAR AREA
- 36) DISH WASHING UNDER COUNTER. PLACE/LOC PER OWNER
- 37) PROVIDE HANDSINK. PLACE/LOC PER OWNER
- 38) INSTALL 3'-0" DIA GAS SINK. PLACE/LOC PER OWNER

LEGEND

- - DIT LIGHT
- - DENOTES 1/4" FIRE ASSEMBLY (SEE S442.02)
- - DENOTES 3/4" FIRE ASSEMBLY (SEE S442.02)

1) PROPOSED MAIN FLOOR PLAN
SCALE: 3/16" = 1'-0"



ph: 719.539.441
fax: 719.539.441
P.O. Box 745
202 N. F. St. B-2
Salida, CO 81201



SALIDA CAFE
300 W. SACKETT
SALIDA, CO 81201

FOR CONSTRUCTION

PROPOSED MAIN FLOOR PLAN
KEYNOTES

Date: 4-8-12

DATE: 5-9-12
REV: 1
UNSEY BATH
ADA LANDINGS
BATHROOM ACCESS
REV.

DRAWN BY:
T. POSEYNY

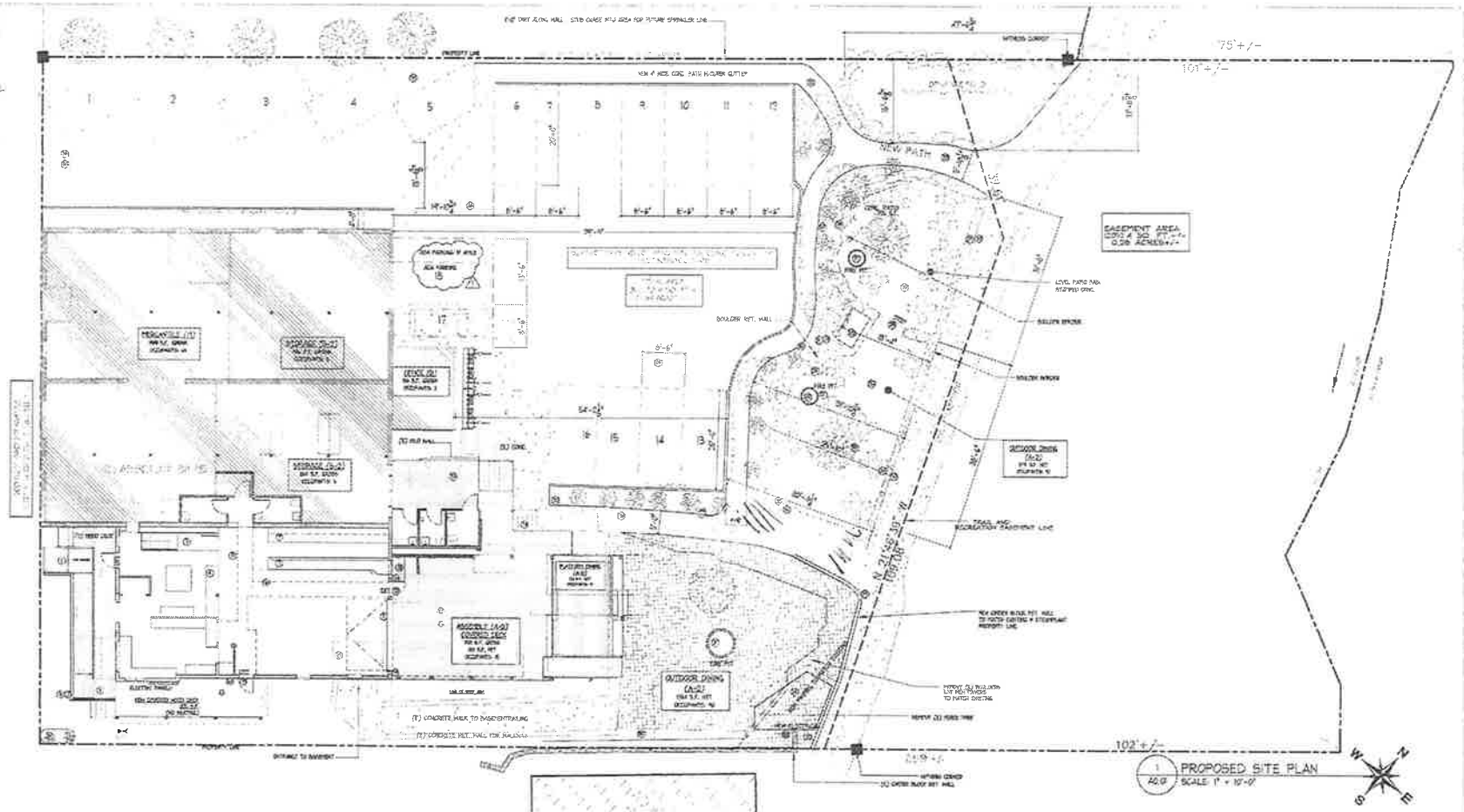
Sheet
A1.01

Licensed Perimeter

IRRIGATION SYSTEM
 1) DESIGN AND INSTALL IRRIGATION SYSTEM WITH HEADS AT NEARLY EQUAL SPACING WHEN APPLICABLE
 2) DETAIL & GENERAL SWITCHET VALVE
 3) USE Drip IRRIGATION FOR AT LEAST BOX OF LANDSCAPE PLANTING BEDS
 4) CREATE SEPARATE ZONES FOR EACH TYPE OF BEDDING AREA BASED ON WATERING NEEDS
 5) INSTALL TIMER OR CONTROLLER THAT ACTIVATES THE VALVES FOR EACH WATERING ZONE AT THE BEST TIME OF DAY TO MINIMIZE EVAPORATIVE LOSSES
 6) INSTALL PRECIPITATE-REGULATING DEVICES WHERE APPLICABLE

PLAN KEYNOTES

- | | | | |
|--|--|--|--|
| 1) REMOVE EXISTING NEW DUMP FROM NEAR HERE POSSIBLE | 14) FINISH EXISTING STEPS OFF ROSE | 27) DRAINER BEHIND HALL, BUILDING TO EXTEND ABOVE GRADE TO CREATE A 4" FIN FLOOR. BOLDERS ABOVE GRADE TO BE PARTIALLY BURIED TO NOT JUST PLACE ON GROUND. BOLDERS ALONG SOUTH HALL TO ABOVE AS PARKING LOT BARRIER | 34) LAY 1" FIN. SCL. 40 PLASTIC CONDUIT PIPE UNDER CONCRETE PATHS, PATHS, ETC FOR WATER, ELECTRICAL AND GAS LINES |
| 2) NOT USED | 15) NEW FIN ON TERRASSES | 28) USE STONES ALONG PATH TO SOFTENATE PATH. USE POINTED AGES TO BREAK UP MONOTONY. USE SMALLER STONES TO ATTEMPT TO MAINTAIN AS MUCH DRIVING RANGE AS POSSIBLE | 35) NEW OUTDOOR LIGHTS AT NEW EXTENDED DOORS. SEE DIMENSIONS, WEIGHT-OUT COMPLIANT PICTURES, PER CITY OF SALIDA CODE. |
| 3) NEW COUNTER OVER STAIRWELL BEHIND PAINTAIN 7-0" HEADROOM | 16) LAND AND BETHAM EXISTING FLOOR FLOOR | 29) STEP PER GRADE AT STEPS, CONSIDER STONING TO PROVIDE STEP HEIGHT AND EXACTLY A GRADE CHANGE. USE LANDSCAPE LIGHTING TO ILLUMINATE STEPS | 36) USE EXISTING WINDOW OPENING FOR NEW DOOR |
| 4) PAINTY DISPLAY CASE | 17) NEW WOOD DECK AT SAME LEVEL AS FLOOR OF DINE SHOP + RESTAURANT BEHIND NEW BATHROOMS | 30) LANDSCAPE LIGHTING & PERIMETER OF NEW DINING AREA AND PATHS ARE USE DRIVING, RIGHT SIDE CONDUIT. FEATURES TO COMPLY WITH CITY OF SALIDA CODE. | 37) NEW BATHROOMS TO COMPLY WITH CODE. USE R-8 IN 2" WALLS, R-19 IN 2" WALL, R-30 IN FLOOR AND R-30 IN CEIL. TILE WALLS TO 4'-0" HIG. TILES, TILES FLOORS. |
| 5) ADD WALL SECTION TO OPERATE USABLE AREA PAINTAIN 3'-0" FIN OPENING | 18) NEW BATHROOMS TO COMPLY WITH CODE. USE R-8 IN 2" WALLS, R-19 IN 2" WALL, R-30 IN FLOOR AND R-30 IN CEIL. TILE WALLS TO 4'-0" HIG. TILES, TILES FLOORS. | 31) NEW FIN FLOOR OF CLOSER BLADE TO MATCH EXISTING WALL AT PROPERTY LINE. MONITORING. LOCATION AT EDGE OF DINE PATH. HEIGHT TO ALLOW BUILD-OUT OF EXISTING PATH AT GRADE TO EDGE OF PEDESTRIAN PATH | 38) FINISH HALL UNDER COUNTER. PLACEMENT PER OWNER |
| 6) BRICK NEW HALF WALL TO SEPARATE ENTRANCE FROM SERVICE PATH | 19) NEW FIN FLOOR OF CLOSER BLADE TO MATCH EXISTING WALL AT PROPERTY LINE. MONITORING. LOCATION AT EDGE OF DINE PATH. HEIGHT TO ALLOW BUILD-OUT OF EXISTING PATH AT GRADE TO EDGE OF PEDESTRIAN PATH | 32) FIN UNDERGROUND GAS PIPING FOR OUTDOOR HEATING. VERIFY GAS OUTLETS PER OWNER | 39) PROVIDE HANDRAIL. PLACEMENT PER OWNER |
| 7) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | 20) FIN UNDERGROUND GAS LINE TO FIT | | 40) INSTALL 3-0" GLASS SINK. PLACEMENT PER OWNER |
| 8) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | 21) FIN UNDERGROUND GAS LINE TO FIT | | |
| 9) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | 22) NOT USED | | |
| 10) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | 23) FIN UNDERGROUND WATER LINE HERE BELOW FRONT LINE. USE GATE-OFF VALVE ACCESSIBLE FROM ADV. INSTALL DRAIN BACK SINK. CHECK FOR WATER CONNECTION TO SERVICE BAR | | |
| 11) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | 24) FIN UNDERGROUND WATER LINE HERE BELOW FRONT LINE. USE GATE-OFF VALVE ACCESSIBLE FROM ADV. INSTALL DRAIN BACK SINK. CHECK FOR WATER CONNECTION TO SERVICE BAR | | |
| 12) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | 25) FIN UNDERGROUND ELECTRICAL TO THIS LOCATION FOR FUTURE OUTDOOR STAGE | | |
| 13) NEW FIN FLOOR TO MATCH EXISTING WALL AND UNDERPANEL OF TILES. MAKE AN OF GROUND & DUMP | | | |



PH: 719.339.4444
 FAX: 719.339.4441
 P.O. Box 745
 202 N. F. St. B-2
 Salida, CO 81202



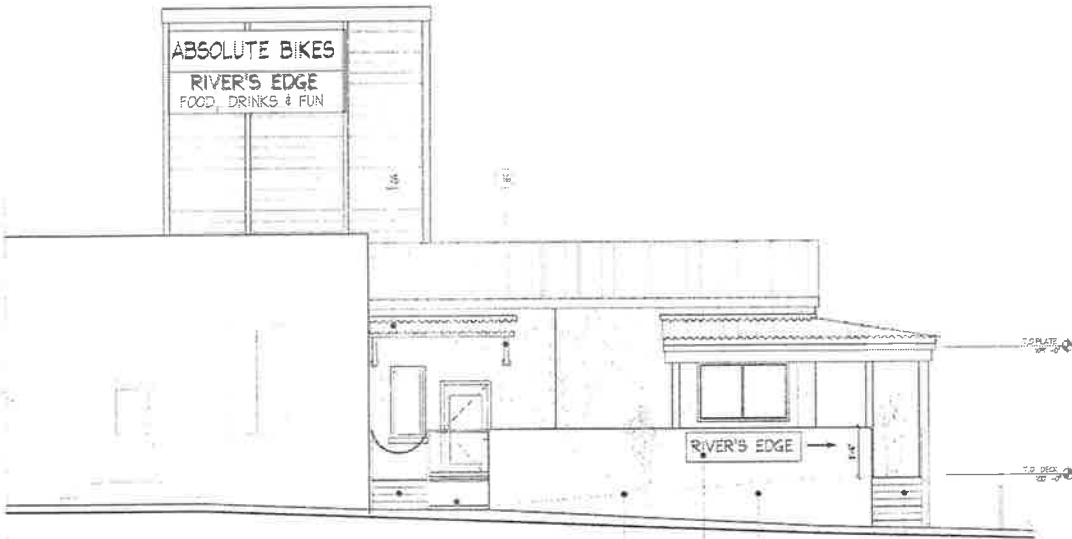
SALIDA CAFE
 300 W. SACKETT
 SALIDA, CO 81201

FOR CONSTRUCTION

SITE PLAN KEYNOTES
 Date: 4-8-12
 DATE: 3-1-12
 REV: A
 SHIRLEY BATH
 ADA LANDINGS
 BATHROOM ACCESS
 REV.
 DRAWN BY:
 T. POKORNY
 Sheet
 A0.01

Scale: 1" = 10'-0"

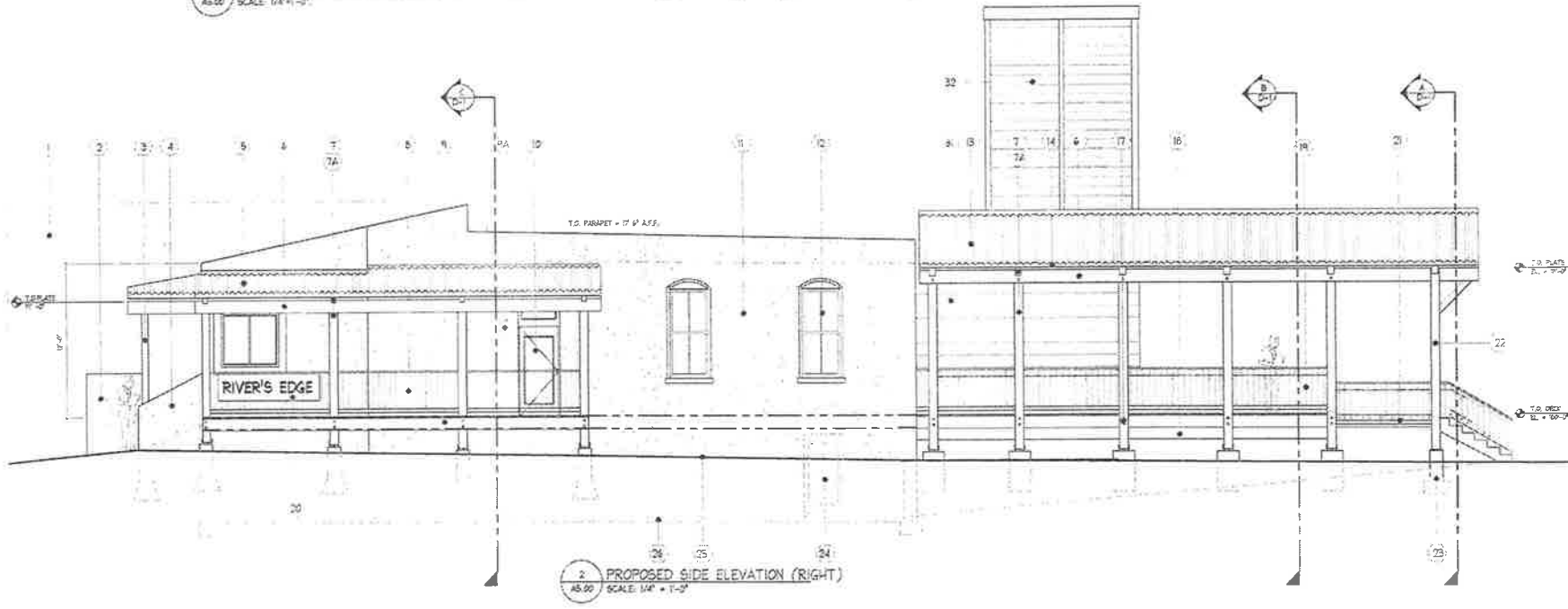
- outdoor patio surrounded with large landscaping rocks



1 FRONT ELEVATION
AS-00 SCALE: 1/4" = 1'-0"

KEYNOTES

- | | | | |
|----|---|----|--|
| 1 | ● ABSOLUTE BIKE BLDG IN BACKGROUND | 16 | ● AN BRACE |
| 2 | ● NEW STAGES HALL TO HIDE RAMP | 17 | ● CONNECT GBS TO (C) DROP IN |
| 3 | ● R.S. BR. COL. IN FRONT | 18 | ● EXISTING 2ND GIRT |
| 4 | ● NEW STAGES HALL AT NEW STEPS | 19 | ● EXISTING GUARD RAIL |
| 5 | ● CORTIN STEEL CORRELATED ROOF | 20 | ● SEPARATE AREA |
| 6 | ● PLATE BEAM PER PLAN (ROUGH SAWN TIMBER) | 21 | ● NEW 2ND & 3RD HT. AS (L) GIRT |
| 7 | ● EXPOSED RAFTER TAIL | 22 | ● STEEL COL. |
| 7A | ● R.S. BR. COLUMN | 23 | ● FOOTING PER PLAN |
| 8 | ● 42" HT. GUARD RAIL (MATCH EXISTING) | 24 | ● EXISTING GUT FROM BASEMENT |
| 9 | ● OLD GIRT | 25 | ● LINE OF EXISTING GRADE (BEHIND FASCIA) |
| 9A | ● EXTENSION 1/2" IN DOOR (TYP) (CONCRETE, REINFORC. CONCRETE) | 26 | ● BROWN SANDY BARNMENT SLUD |
| 10 | ● NEW ENTRANCE DOOR | 27 | ● POURED STEP TO SERVICE ENTRY |
| 11 | ● STAGED HALL OF EXISTING STRUCTURE | 28 | ● ENTRANCE TO ADA RAMP |
| 12 | ● EXISTING WINDOW | 29 | ● WOODEN LINE OF ADA RAMP |
| 13 | ● CORTIN STEEL CORRELATED ROOF | 30 | ● NEW STEPS TO PRIMARY ENTRANCE |
| 14 | ● GIGGE GUTTER AS REPAIRS | 31 | ● NEW INTERIOR HALL IN BACKGROUND |
| 15 | ● NEW CORTIN STEEL JOINING | 32 | ● EXISTING SLID |



2 PROPOSED SIDE ELEVATION (RIGHT)
AS-00 SCALE: 1/4" = 1'-0"

PH: 719.539.7418
FAX: 719.539.4411
P.O. Box 745
202 N. Ft. St. B-2
Salida, CO 81201



SALIDA CAFE
300 W. SACKETT
SALIDA, CO 81201

FOR CONSTRUCTION

Building Elevations

Date: 4-8-12

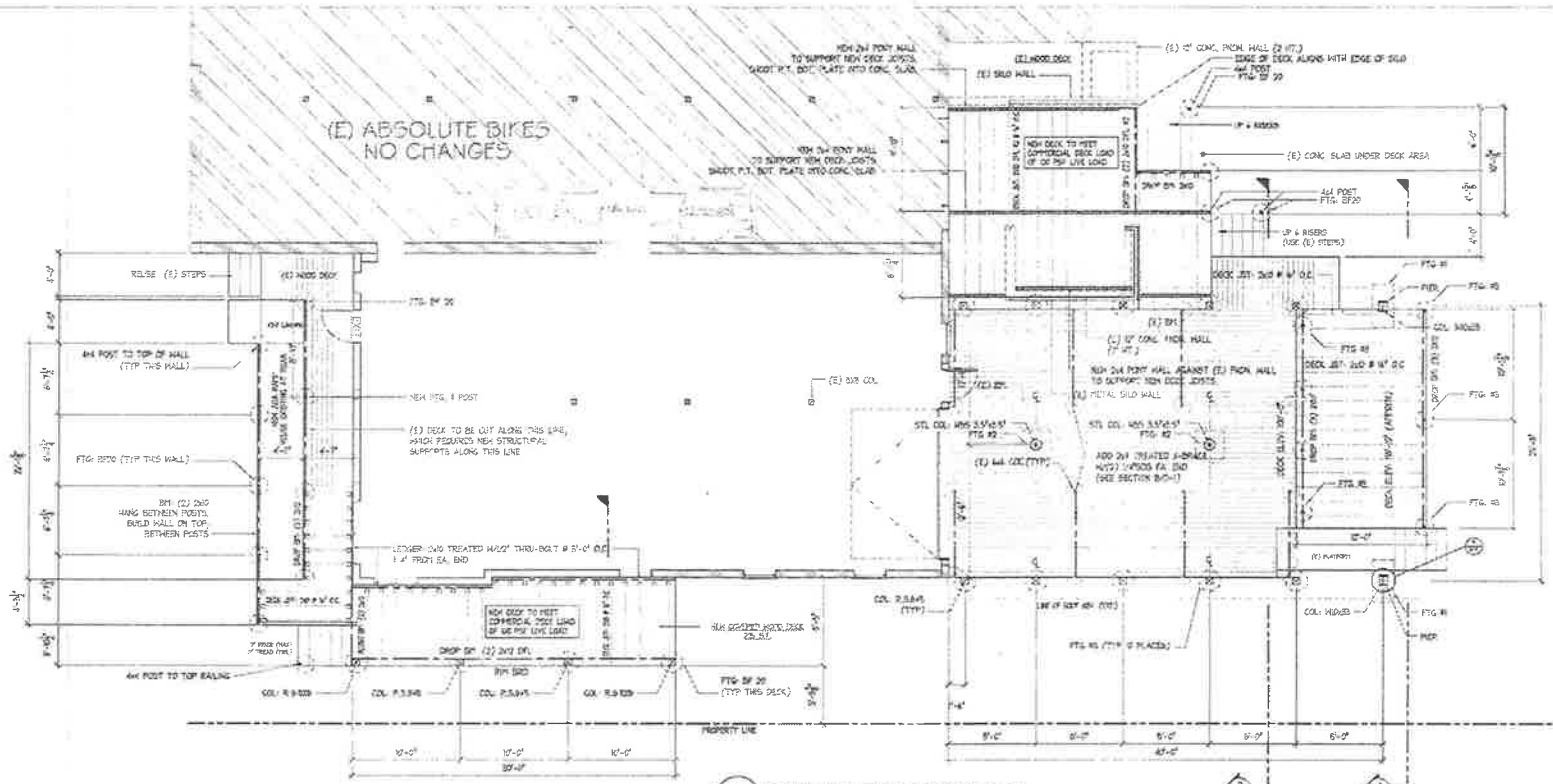
REV

REV

DRAWN BY:
T. FOCKORNY

Sheet
A5.00

Scale: 1/4" = 1'-0"



FOUNDATION & DECK FRAMING PLAN
 SCALE: 3/4" = 1'-0"

FOOTING SCHEDULE

FTG. 80
 2'-0" x 2'-0" x 4'-0"
 4#4 @ 12" O.C. EA. WAY
 4#4 @ 12" P.C. --- (2) #4 VERTICAL
 BAR FTG. 79 @ 2'-4" BELOW GRADE
 (TYP. 2 PLACES)
 SEE DET. 10-1 FOR BASK CONNECTION

FTG. 81
 2'-4" x 2'-0" x 3' DEEP
 2#4 @ 12" O.C. ON GRADE (R/W)
 4#4 @ 12" EXTENSION
 (2) #4 BARS @ 12" O.C. WAY
 (TYP. 2 PLACES)
 SEE DET. 10-1 FOR BASK CONNECTION

FTG. 82
 2'-0" x 2'-0" x 3' DEEP
 4#4 @ 12" O.C. ON GRADE (R/W)
 4#4 @ 12" EXTENSION
 (TYP. 2 PLACES)

NOTE:
 THIS DRAWING IS FOR THE EXCLUSIVE USE OF OUR CLIENT FOR THIS PROJECT & IS NOT INTENDED FOR ANY OTHER PURPOSE. THIS DRAWING IS BASED ON INFORMATION MADE AVAILABLE TO US AT THE TIME THIS DRAWING WAS PREPARED. ADDITIONAL INFORMATION BECOMING AVAILABLE MAY REQUIRE THE RIGHT TO DETERMINE THE IMPACT, IF ANY, OF THE NEW INFORMATION ON THE STRUCTURAL DESIGN & TO REVISE THE DRAWING, IF NECESSARY, & WARRANTED BY THE DISCOVERY OF ADDITIONAL INFORMATION.

REINFORCING SCHEDULE FOR FOUNDATION WALLS

WALL HEIGHT	HORIZONTAL	VERTICAL
UP TO 4'-0"	2#4 @ 12" O.C.	4#4 @ 12"
4'-0" TO 6'-0"	2#4 @ 12" O.C.	4#4 @ 12"
6'-0" TO 8'-0"	2#4 @ 12" O.C.	4#4 @ 12"
8'-0" TO 10'-0"	2#4 @ 12" O.C.	4#4 @ 12"
10'-0" TO 12'-0"	2#4 @ 12" O.C.	4#4 @ 12"

NOTE: VERTICALS TO BE 2" FROM INSIDE FACE ON HALL

DESIGN LOADS

SOIL	TYPE	UNIT WEIGHT	COMPRESSIVE STRENGTH	PERCENTAGE	ALLOWABLE
CLAY	TYPE 1	120	1.5	15	150
CLAY	TYPE 2	120	1.5	15	150
CLAY	TYPE 3	120	1.5	15	150

FOUNDATION NOTES:

- 1) ALL CONCRETE MINIMUM STRENGTH AT 28 DAYS IS 3,000 PSI
- 2) ALL CONCRETE EXPOSED TO EARTH SHALL OBTAIN TYPE II CONCRETE
- 3) ALL EXTERIOR CONCRETE FLOORS SHALL BE AIR-ENCLOSED MASONRY
- 4) PROVIDE CONTROL JOINTS IN SLABS AT 12'-0" O.C. MAX.
- 5) ISOLATE ALL SLABS ON GRADE FROM STRUCTURAL ELEMENTS WITH 20# JOINT MATERIAL.
- 6) SET FRAMING PLANS FOR COLLAPS AND POIST SIZES
- 7) SEE WALL CONNECTION SCHEDULE THIS SHEET
- 8) ALL DIMENSIONS TO BE COORDINATED WITH ARCH. DWGS AND FIELD VERIFIED BY CONTRACTOR.

DESIGNER'S NOTES:

NOTE: FOUNDATION DESIGN IS BASED ON THE CAPACITY CRITERION FOR ALLOWABLE SOIL BEARING PRESSURES.

1. FOOTINGS SHALL BE PLACED BELOW FROST LINE ON UNDISTURBED SOIL WITH SOFT ROCKETS REMOVED FROM UNDER THE FOOTINGS. FILL SHALL NOT BE ALLOWED. ALL FOOTINGS TO BE CENTERED UNDER WALLS UNLESS NOTED.
2. ALL CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH OF 3,000 PSI.
3. ALL REINFORCING STEEL BARS SHALL CONFORM TO ASTM SPECIFICATION A63, LATEST EDITION, NO. 5 & LARGER TO BE GRADE 40, NO. 4 & SMALLER TO BE GRADE 60. BARS TO BE CONTINUOUS UNLESS OTHERWISE NOTED. T-JUNCTIONS OR HAVE A 30# BASK CHARACTER ANY PLACE. PROVIDER ACCESSORIES AS REQUIRED TO KEEP REINFORCEMENT IN PLACE. BASK COVERS TO BE 3" FOR CAST AGAINST EARTH, 2" FOR CURED CONCRETE, & 1 1/2" FOR #4 BARS.
4. DESIGN LIVE LOADS:
 ROOFS = 40 PSF (SNOW)
 FLOOR = ON THE HAND LOAD = 40 PSF, EXPOSURE C
 BASIC CLASSIFICATION = CATEGORY '10'
5. CONTRACTOR SHALL BE RESPONSIBLE FOR HAND DRAGGING DURING CONSTRUCTION.
6. CONTRACTOR SHALL REINFORCE STRUCTURAL DRAWINGS AGAINST ARCHITECTURAL REVISIONS, DIMENSIONS, WALL HEIGHTS AND THE LOCATION OF FOUNDATION STEPS.
7. ENGINEER'S APPROVAL MUST BE OBTAINED FOR ALL SUBSTITUTIONS OR DEVIATIONS FROM DESIGN SHOWN ON THIS DRAWING.
8. NO BACKFILL SHALL BE PLACED AGAINST BLINDSIDE WALLS UNTIL FLOOR ARE IN PLACE OR ADEQUATE BRACING IS INSTALLED.
9. ISOLATE ALL DOOR JAMBS FROM FLOOR SLAB A MINIMUM OF 1/2" TO ALLOW FOR POSSIBLE SLAB TYPING. USE SLIGHT GRUBBERS OR SCREWS TO PULL THE GATE TO SEE ATTACHED DRAWING FOR ADDITIONAL FOUNDATION NOTES & DETAILS.

FOR CONSTRUCTION

PH: 719.539.741
 Fax: 719.539.441
 P.O. Box 745
 202 N. F. St. B-2
 Salida, CO 81206



SALIDA CAFE
 300 W. SACKETT
 SALIDA, CO 81201

Foundation Plan
 Deck Framing
 Structural Notes
 Scale: 1/4" = 1'-0"

Date: 4-9-12

REV:

REV:

DRAWN BY:
 T. POKORNY

Sheet
 S1.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.a	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
-------------------------------	---	---

ITEM:

Resolution No. 2019-09 – Approving an Annexation Agreement for the Treat-Mesch Annexation.

BACKGROUND:

The applicant made an application to annex the 7.5 acre site located at 786 Scott Street. The request was heard by the Planning Commission on January 28, 2019 and the Commission recommends the site be annexed. Council held the public hearing on the annexation on February 5, 2019.

Property Owner and Applicant: Robert Treat as represented by Joe Deluca of Crabtree Group, Inc.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.a.	Community Development	Glen Van Nimwegen

Proposed Annexation Agreement:

Staff believes we have an agreement on the following stipulations on the annexation. Under each originally proposed condition is a description of the proposed changes and why; and reference to the paragraph in the agreement where it is addressed:

1. Residential development of the site shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code.

Staff Modification: Staff added to the agreement that affordable housing units within the development will be allowed a 60% reduction in the water and sewer system development fees.

Agreement References: 5.5 and 5.6.2

2. Provision of open space or in-lieu open space fees (currently \$3,000 per unit) in an amount then in effect at the time of issuance of a building permit; or dedication of open space that the Planning Commission finds to be an Extraordinary Contribution per Section 16-6-120 (8).

Agreement Reference: 5.4.3

3. The following will be considered by the Planning Commission as an extraordinary contribution to trail and waterway access and therefore meeting the open space requirements as described by Section 16-6-120 (8) (v) subject to final review at the time of development or subdivision review:

- a. Provision of a 20 foot wide public pedestrian trail easement along the northeast side of the river for the construction of a trail by the City of Salida at a future date; and
- b. Provision of a ~~13~~ **15** foot wide public pedestrian easement from the Illinois Avenue right-of-way to the Arkansas River ~~and construction of public access and fishing platform.~~

Planning Commission recommends the easement dedications be an extraordinary contribution. Staff concurs.

Agreement Reference: 5.4.2

4. Provision of school impact fees in an amount then in effect (currently \$354 per unit) at the time of issuance of a building permit.

Agreement Reference: 5.7.3

5. The portion of the site lying east of the centerline of the Arkansas River shall have R-3 zoning with the restriction listed below. This restriction shall be listed as a note on the plat:

- a. Residential density may not be transferred to the parcel west of the river centerline.

Agreement Reference: 5.4.4



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.a.	Community Development	Glen Van Nimwegen

6. Development of the site shall include street improvements to Scott Street to include the property's frontage extending south to Old Stage Road (CR 105) to include:
- a. ~~Curb, gutter~~ **Ribbon curb on both sides of the paved lanes** and sidewalk on the east side;
 - b. ~~34~~ **24** feet of asphalt paving per Public Works standards; and
 - c. Street trees to be planted in the parkway for the frontage area only.

Staff Modification: Staff met with the applicant after the February 5 Council meeting. After considering the true purpose of Scott Street, and the drainage impacts caused by a vertical curb, staff is recommending to reduce the width of paving and the substitution of a ribbon curbs in Scott Street.

Agreement Reference: 5.8.3

7. As an alternative to the developer constructing the improvement outlined in #6 above, the developer shall agree to
- a. ~~Provide a road impact fee of \$ _____ per residential unit at the time of issuing a building permit; or~~
 - b. Construct in its entirety a public street from the proposed subdivision to Old Stage Road (CR 105) to align with Treat Lane; and
 - c. ~~Provide a fee-in-lieu in an amount equal to two lanes of paving from the north edge of the project on Scott Street to Old Stage Road (CR 105) and the full half street improvement (curb, gutter and sidewalk) for the project's Scott Street frontage.~~

Planning Commission recommendation: Staff agrees with the Commission on deleting a. However the applicant should still be responsible for improving the frontage of the parcel on Scott Street as described in #6. The agreement reflects this change.

Agreement Reference: 5.8.3

8. The internal public street may be allowed to include only 50 feet of right-of-way from Scott Street until the east end of the tract identified as "Ehmke Annexation" and thereafter must be 60 feet of right-of-way. Improvements within the 50 segment to include curb, gutter, paving and sidewalk on the north one-half and paving on the south half. The remainder of public streets within the project shall be constructed per Public Works standards.

Agreement Reference: 5.8.1

9. An eight inch (8") waterline shall be extended from the existing line in Old Stage Road (CR 105) to the north end of Scott Street to connect to an existing waterline. Developer would be eligible for cost recovery of the water line for the segment from project connection north to connection on north end of Scott Street.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.a.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

Staff Modification: In working through this requirement with the applicant, there are a number of ways to provide redundant access to water sources. Therefore we are recommending this requirement become more general.

Agreement Reference: 5.8.4

10. Development of the site shall include a public trail-storm sewer and drainage easement from the end of the Illinois Avenue right-of-way to the Arkansas River.

Agreement Reference: 5.42

11. The future development shall include a public street and utilities stubbed to the south property line in the approximate alignment with Treat Lane in the Two Rivers subdivision for future extension.

Agreement Reference: 5.8.1

SUGGESTED MOTION:

A council person should make the motion to “approve Resolution 2019-09 approving the agreement for the Treat-Mesch Annexation.”

Attachments:

Resolution 2019-09

Treat-Mesch Annexation Agreement

Conceptual Subdivision

Trails Map

CITY OF SALIDA, COLORADO
RESOLUTION NO. 09
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH ROBERT D. TREAT FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.

WHEREAS, Robert D. Treat is the “Owner” of certain real property located at 786 Scott Street in unincorporated Chaffee County, Colorado (the “Property”); and

WHEREAS, the Property is eligible for annexation under C.R.S. § 31-12-104, and the Owner desires to annex the Property into the City of Salida (the “City”); and

WHEREAS, the Owner desires that the City provide municipal services at the Property on the same terms and conditions as those services are provided throughout the rest of the City; and

WHEREAS, the City and the Owner desire to enter into an Annexation Agreement, attached as Exhibit A and incorporated herein by this reference, pursuant to C.R.S. §31-12-101 *et seq.* to set forth the terms and conditions of the Property’s annexation into the City.

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

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this 19th day of February, 2019.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

TREAT-MESCH ANNEXATION
AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Robert D. Treat ("Annexor"), each a "Party" and together the "Parties."

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the "Treat-Mesch Annexation" and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property").
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 7.5 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 November 30, 2018, 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 Article IX of the City's Land Use and Development 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 January 28, 2019, 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 February 19, 2019 the City Council adopted Ordinance No. 2019-02 annexing the Property to the City; and Ordinance No. 2019-03, zoning the Property as High Density Residential (R-3).
- 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 November 30, 2018.
- 2.4 “Annexor” means Robert D. Treat, and his 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 “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.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
- 2.9.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.9.2 The effective date of Ordinance No. 2019-02, annexing the Property to the City, has occurred; and
- 2.9.3 The effective date of Ordinance No. 2019-03, zoning the Property as High Density Residential (R-3) has occurred.
- 2.10 “Property” means the land that is described as the Treat-Mesch Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.

- 2.11 “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 On January 28, 2019, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).

5.3.2 At its February 19, 2019 meeting, the City Council approved zoning the Property as High Density Residential (R-3).

5.3.3 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 Subdivision of Property.

5.4.1 The Annexor's intent is to develop the property into twenty (20) lots that may be subsequently subdivided into additional lots and be developed in accordance with the R-3 zoning standards. Changes to the number of lots may be proposed through the major subdivision process to be approved by the City Council.

5.4.2 The subdivision may include a fifteen foot (15') wide public trail and storm sewer and drainage easement from the Illinois Avenue right-of-way to the Arkansas River and 20 foot (20') wide public trail easement along the northeast side of the Arkansas River. If the public trail easements are provided, the plat shall include a note that states these dedications shall be considered an extraordinary contribution to trail and waterway access and therefore the open space requirements of Section 16-6-120 (8) of the SMC have been met.

5.4.3 If the public trail easements described above in paragraph 5.4.2 are not provided, the subdivision shall include a note that a cash in-lieu fee for Parks, Trails and Open Space totaling \$3,000 per unit is required at the time of issuance of a building permit for each lot within the subdivision; or the open space requirements are otherwise met per Section 16-6-120 (8) of the SMC.

5.4.4 The subdivision plat shall contain a note that the residential density of that portion of the Property lying northeast of the centerline of the Arkansas River may not be transferred to the portion of the Property lying southwest of the centerline of the Arkansas River.

5.4.5 Annexor shall enter into a subdivision improvement agreement that includes guarantees for the construction of the public street improvements described in paragraphs 5.8.2 and 5.8.3; and the extension of public water and sewer mains described in paragraphs 5.8.2, 5.8.4 and 5.9; and guarantees the construction of which per paragraph 5.10, prior to recordation of the subdivision.

- 5.5 Inclusionary Housing. The Annexor volunteers and agrees to provide for affordable housing as required by Article XIII. Inclusionary Housing of Chapter 16 of the SMC.
- 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, except as provided below.
- 5.6.2 Water and Wastewater System Development Fees for Affordable Housing. If the Annexor provides affordable housing units within the subdivision as provided in paragraph 5.5, the water and sewer system development fees shall be 60% of the fees in effect at the time of issuance of a building permit for the affordable unit, unless the City has adopted a citywide utility system development fee structure that includes cost reductions for affordable housing.
- 5.6.3 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.
- 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.
- 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"). 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 9.8 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.
- 5.7.2 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.
- 5.7.3 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 of \$354 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. 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, even if the Property is not being platted or developed at the time the City deems dedication of the rights-of-way, easements, or public land necessary.

- 5.8.1 The Annexor shall dedicate 60 foot (60') wide public right-of-ways within the subdivision with a segment stubbed to the south property line in alignment with Treat Lane. The segment of right-of-way within the subdivision from Scott Street adjacent to the "Ehmke Annexation" may be 50 foot (50') wide.
- 5.8.2 The Annexor shall be responsible for the construction of road improvements within the above described right-of-ways to include paving, curb, gutter and sidewalk. Improvements within the 50 foot wide segment shall include paving, curb, gutter and sidewalk on the north side and paving and curb on the south half.
- 5.8.3 Development of the project shall include improvements to Scott Street from the north edge of the Property to County Road 105 (Old Stage Road) to include 24 feet (24') of paving; ribbon curb on both sides of the paving; and sidewalk on the east side; and street trees within the Property frontage. As an alternative to the above improvement requirements for Scott Street, the Annexor may construct in its entirety a public street from the proposed subdivision to County Road 105 (Old Stage Road) to align with Treat Lane, including sewer and water mains; and provide a fee in-lieu of the Scott Street improvements, described above, for the Property's frontage only.
- 5.8.4 Annexor shall loop the waterline for the subdivision to two point of connection to city water mains.
- 5.8.5 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
- 5.9 Water and Sewer Mains. The Annexor shall extend sewer and water mains within the Property as approved by the public works staff.
- 5.10 Subdivision Agreement and Performance Guarantee. Annexor shall enter into a subdivision agreement that includes in part that in meeting its obligations 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.
- 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.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to High Density Residential District (R-3). 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 ten (10) days’ written notice of the City’s intent to take any action under this Section 7, during which 10-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 10-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. 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. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

8.2 **Indemnification.**

8.2.1 The Annexor shall release 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 representations of the Annexor, either oral or 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: Robert D. Treat
 12500 County Road 258a
 Salida, CO 81201

- 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. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -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).

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By _____ Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2019 by _____, as Mayor, and by _____, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

By _____
Robert D. Treat

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2019 by _____ as _____ of _____.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

EXHIBIT A

TREAT - MESCH ANNEXATION PLAT

FOR A TRACT IN THE
SOUTH 1/2 NORTHEAST 1/4 SOUTHWEST 1/4 of
SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO
SHEET 1 OF 2

TREAT - MESCH ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY ROBERT D. TREAT THE OWNER OF 100% OF THE AREA TO BE ANNEXED, EXCLUDING PUBLIC RIGHT-OF-WAY;

AND
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2018, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 2018, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2018), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;

AND
WHEREAS, ON _____, 2018, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2018), APPROVING AND ANNEXING THE TREAT-MESCH ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE TREAT-MESCH ANNEXATION DESCRIBED HEREIN, TO WIT, THE TERRITORY COMPRISING 7.1 ACRES, MORE OR LESS (INCLUSIVE OF PUBLIC RIGHT OF WAY, AND BEING DESCRIBED AS FOLLOWS:

Part of the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows, to-wit:
Beginning at a point on the East side line of a lane or street known as Scott Street, from whence the Northwest corner of said subdivision bears first North 163 feet; thence West 37 feet; thence proceeding around the tract herein described East 452 feet; thence North 150 feet; thence East 154 feet; thence North 13 feet to a point on the North line of said S1/2 NE1/4 SW1/4; thence East 677 feet, more or less, to the East line of said subdivision; thence South, along said East line, 261.2 feet; thence South 77°30' West 806.4 feet; thence North West 277 feet; thence North 54 feet; thence West 227 feet, more or less, to the said East line of said lane or street known as Scott Street; thence along the East side line of said street 167 feet to the point of beginning.

EXCEPTING THEREFROM those tracts of land granted to the Denver and Rio Grande Western Railroad Company in deeds recorded at Book 73 at Page 304, in Book 147 at Page 268 and in Book 147 at Page 274 of the Chaffee County records.

TOGETHER WITH that portion of Scott Street adjoining the westerly-most boundary of the above described tract

ALL BEING COLLECTIVELY AND MORE ACCURATELY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A tract of land located in the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian and a portion of Scott Street, all in Chaffee County, Colorado, and being more particularly described as follows:

Beginning at a point on the East side line of a lane or street known as Scott Street, from whence the Northwest corner of said subdivision bears first North 163 feet; thence West 37 feet; thence proceeding around the tract herein described, South 84°24'06" East, along the south boundary of Peel's Subdivision a distance of 452 feet to the southeast corner thereof; thence North 00°31'36" East along the east boundary of said subdivision a distance of 150.0 feet to the south boundary of a lane; thence South 84°31'00" East, along the south boundary of said lane 154.0 feet to the southeast corner of said lane; thence North 00°24'00" East along the east boundary of said lane 13.0 feet to a point on the north boundary of the said S1/2 NE1/4 SW1/4; thence South 84°25'50" East along said north boundary 425.2 feet, more or less, to the westerly boundary of the tract of land granted to the Denver and Rio Grande Railroad Company in Book 73 at Page 304 of the Chaffee County records; thence along the westerly boundary of said railroad tract, first along the arc of a curve a distance of 173.91 feet, said curve having a radius of 400.0 feet and a chord which bears South 34°00'41" East 173.64 feet, and thence South 34°32'54" East 161.36 feet to the east boundary of the said S1/2 NE1/4 SW1/4; thence South 00°18'00" East along said east boundary 1.57 feet; thence South 77°30' West 125.54 feet; thence North 75°00'00" West 273.35 feet; thence North 00°52'00" East 61.82 feet; thence North 84°18'00" West 262.30 feet to the east boundary of Scott Street; thence continuing North 84°18'00" West 51.91 feet to the west boundary of Scott Street; thence North 00°23'00" West along the west boundary of Scott Street 138.38 feet; thence South 84°24'06" East 54.05 feet to the point of beginning.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2018.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNERS:

ROBERT D. TREAT
12500 COUNTY ROAD 258A
SALIDA, CO. 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT ROBERT D. TREAT, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON SHEET 2 (EXCLUDING PUBLIC RIGHT-OF-WAY) DESIRES AND APPROVES THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

ROBERT D. TREAT

STATE OF COLORADO }
COUNTY OF CHAFFEE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018,
BY ROBERT D. TREAT WHOSE NAME IS SUBSCRIBED ABOVE.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THESE PLATS WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENTS SHOWN ON SHEET 2 WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.

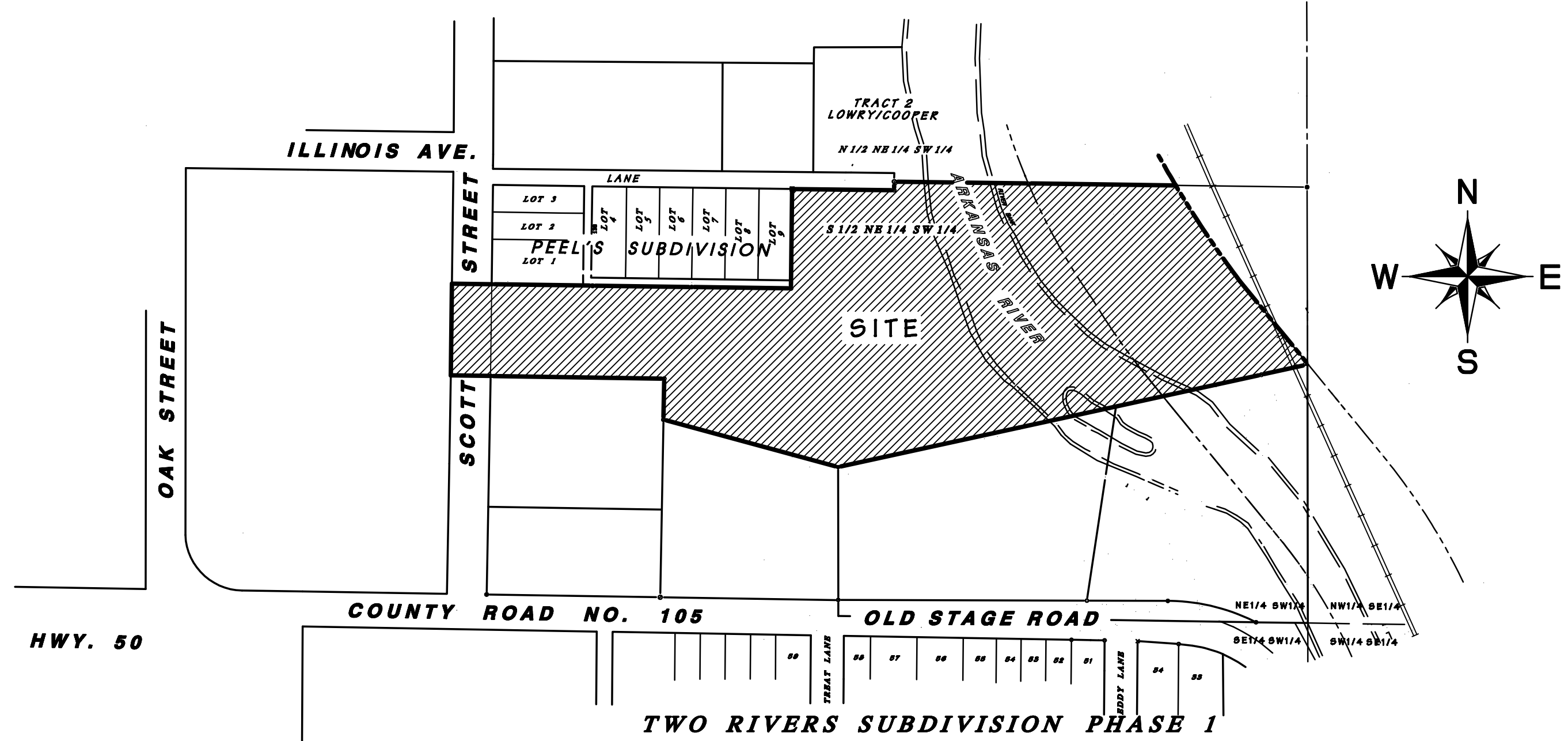
DATED THIS _____ DAY OF _____, 2018.

MICHAEL K. HENDERSON
REG. L. S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

- 1) COLLECTIVE ANNEXATION DESCRIPTION CONTAINED HEREON WAS PREPARED BY MICHAEL K. HENDERSON, 208 G STREET, SALIDA, CO., 81201.
- 2) SEE SHEET 2 FOR ADDITIONAL GENERAL LAND SURVEYOR'S NOTES.

VICINITY MAP



SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2018, BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK OF THE CITY OF SALIDA

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE TREAT-MESCH ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE TREAT-MESCH ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

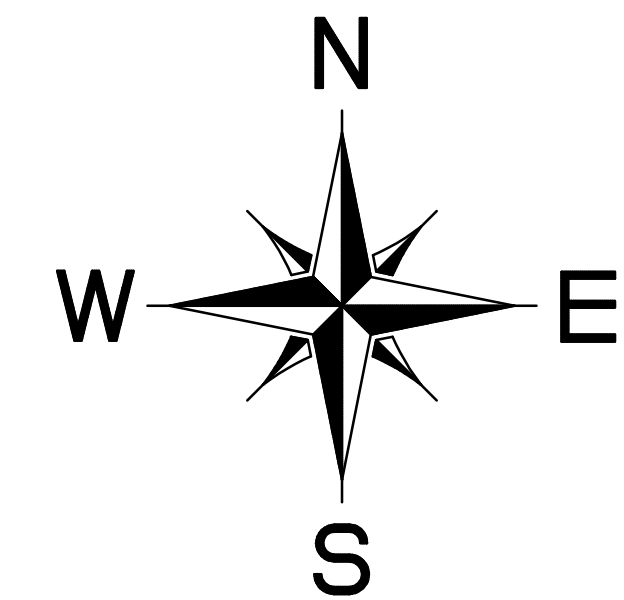
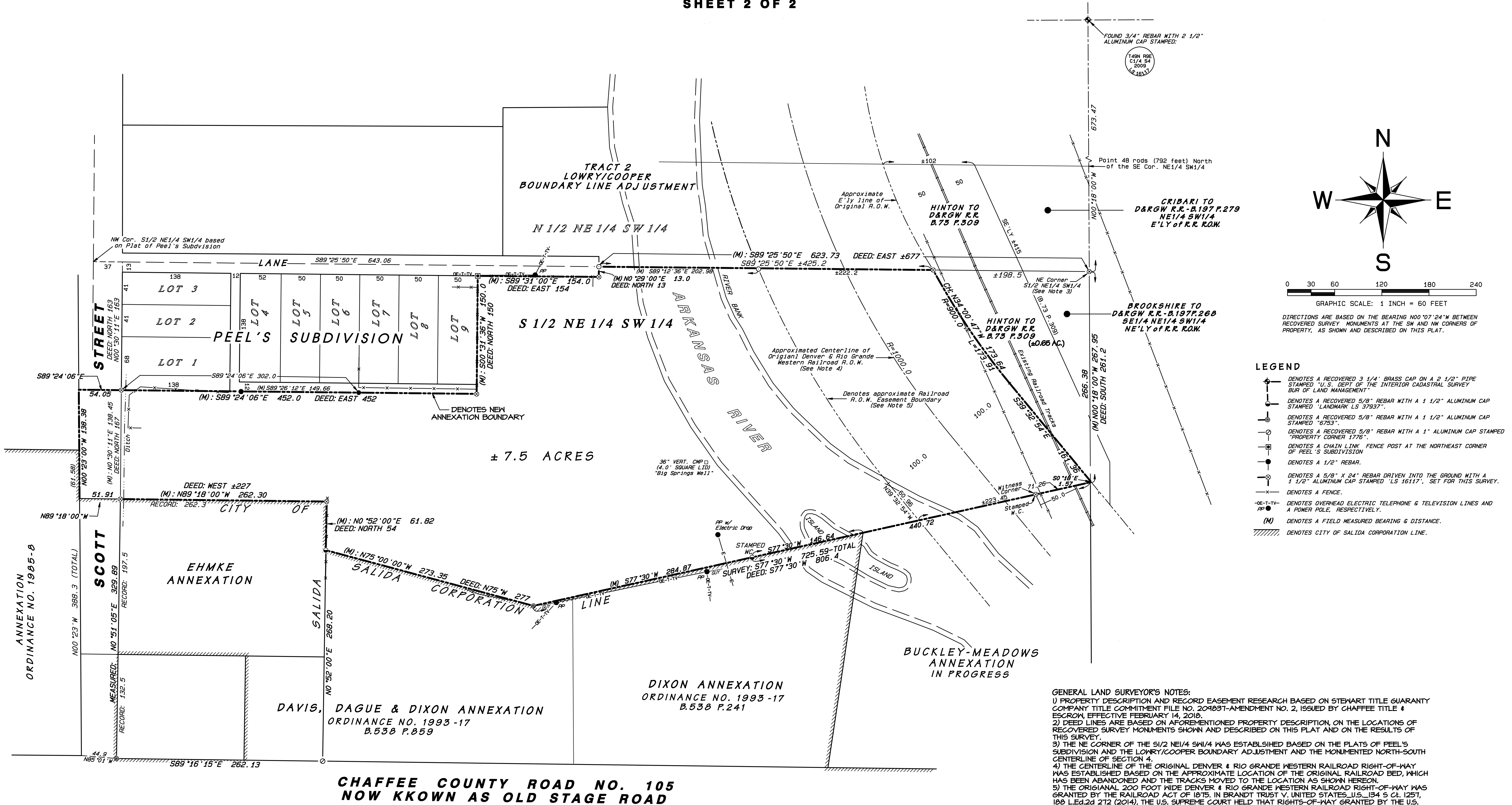
SHEET 1 OF 2

TREAT - MESCH ANNEXATION PLAT for a TRACT in the S 1/2 NE 1/4 SW 1/4 of SECTION 4, T 49 N, R 9 E, N.M.P.M. CHAFFEE COUNTY, COLORADO	
Job Number: J-18-120 TPC FILE: J-18-032 DRAWN BY: THOMAS CADD CHECKED: B.S.H. Fld. book: S309 Pages 44 & 45	HENDERSON LAND SURVEYING CO., INC. 208 G STREET SALIDA, COLORADO
DATE: 7/26/18	DRAWING NO. L-18-54

EXHIBIT A

TREAT - MESCH ANNEXATION PLAT

FOR A TRACT IN THE
 SOUTH 1/2 NORTHEAST 1/4 SW1/4 of
 SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2



0 30 60 120 180 240
 GRAPHIC SCALE: 1 INCH = 60 FEET

DIRECTIONS ARE BASED ON THE BEARING N00°07'24"W BETWEEN RECOVERED SURVEY MONUMENTS AT THE SW AND NW CORNERS OF PROPERTY, AS SHOWN AND DESCRIBED ON THIS PLAT.

LEGEND

- DENOTES A RECOVERED 3 1/4" BRASS CAP ON A 2 1/2" PIPE STAMPED "U.S. DEPT OF THE INTERIOR CADASTRAL SURVEY BUR OF LAND MANAGEMENT"
- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LANDMARK LS 37937"
- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "PROPERTY CORNER 1776"
- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "PROPERTY CORNER 1776"
- DENOTES A CHAIN LINK FENCE POST AT THE NORTHEAST CORNER OF PEEL'S SUBDIVISION
- DENOTES A 1/2" REBAR
- DENOTES A 5/8" X 24" REBAR DRIVEN INTO THE GROUND WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117", SET FOR THIS SURVEY.
- DENOTES A FENCE
- DENOTES OVERHEAD ELECTRIC TELEPHONE & TELEVISION LINES AND A POWER POLE, RESPECTIVELY.
- (M) DENOTES A FIELD MEASURED BEARING & DISTANCE.
- ////// DENOTES CITY OF SALIDA CORPORATION LINE.

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTY COMPANY TITLE COMMITMENT FILE NO. 2040371-AMENDMENT NO. 2, ISSUED BY CHAFFEE TITLE & ESCROW EFFECTIVE FEBRUARY 14, 2016.
- 2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE LOCATIONS OF RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON THIS PLAT AND ON THE RESULTS OF THIS SURVEY.
- 3) THE NE CORNER OF THE S1/2 NE1/4 SW1/4 WAS ESTABLISHED BASED ON THE PLATS OF PEEL'S SUBDIVISION AND THE LOWRY/COOPER BOUNDARY ADJUSTMENT AND THE MONUMENTED NORTH-SOUTH CENTERLINE OF SECTION 4.
- 4) THE CENTERLINE OF THE ORIGINAL DENVER & RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY WAS ESTABLISHED BASED ON THE APPROXIMATE LOCATION OF THE ORIGINAL RAILROAD BED, WHICH HAS BEEN ABANDONED AND THE TRACKS MOVED TO THE LOCATION AS SHOWN HEREON.
- 5) THE ORIGINAL 200 FOOT WIDE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY WAS GRANTED BY THE RAILROAD ACT OF 1875. IN BRANDT TRUST V. UNITED STATES, U.S. 134 S Ct. 1257, 100 L.Ed.2d 212 (2014), THE U.S. SUPREME COURT HELD THAT RIGHTS-OF-WAY GRANTED BY THE U.S. GOVERNMENT UNDER THE GENERAL RAILROAD ACT OF 1875 CONSTITUTED EASEMENTS, AND NOT REVERSIONARY INTERESTS HELD BY THE U.S. GOVERNMENT. THE ORIGINAL NARROW GAUGE LINE CENTERED IN THE 200 FOOT RIGHT-OF-WAY HAS BEEN ABANDONED AND A NEW RAILROAD BED AND TRACKS CONSTRUCTED IN THE LOCATION SHOWN HEREON.

LITTLE RIVER PROPERTIES, LLC ANNEXATION
 RECEPTION NO. 431287-ORDINANCE NO. 2016-15

ANNEXATION BOUNDARY SUMMARY:

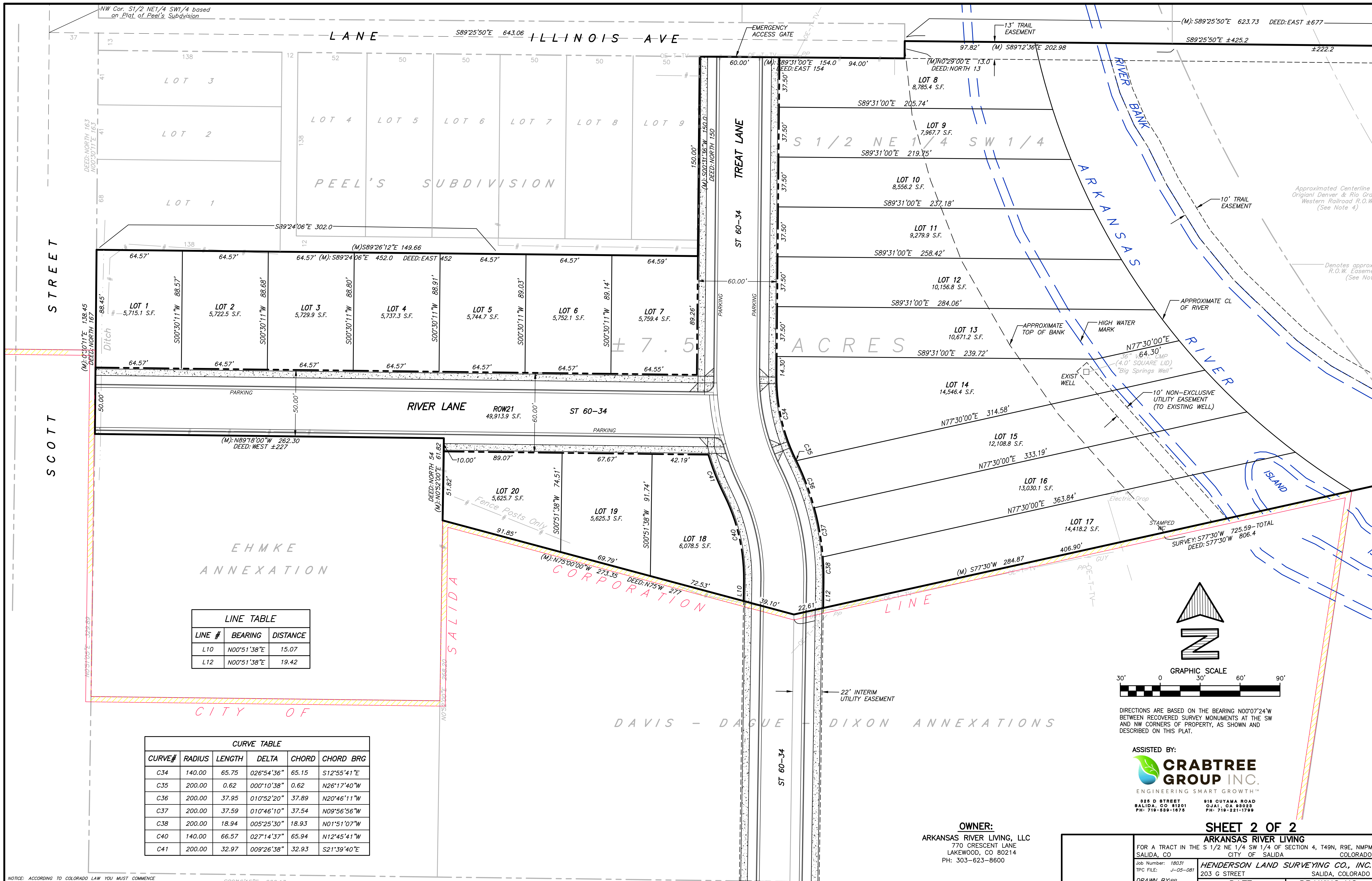
PERIMETER OF LAND TO BE ANNEXED	43420 feet
ADJOINING PRESENT CORPORATION LINE	1142.41 feet
REQUIRED ADJOINING 1/6TH	4516 feet

CHAFFEE COUNTY ROAD NO. 105
 NOW KNOWN AS OLD STAGE ROAD

SHEET 2 OF 2

TREAT-MESCH ANNEXATION PLAT	
for a TRACT in the S 1/2 NE 1/4 SW 1/4 of SECTION 4, T 49 N, R 9 E, N.M.P.M.	
CHAFFEE COUNTY, COLORADO	
Job Number: J-18-120	HENDERSON LAND SURVEYING CO., INC. 208 G STREET SALIDA, COLORADO
TPC FILE: J-18-032	
DRAWN BY: TMOO CADDO	DATE: 7/26/18
CHECKED: B. S. H.	DRAWING NO. L-18-54
File Book: S309 Pages 44 & 45	

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



LINE TABLE

LINE #	BEARING	DISTANCE
L10	N00°51'38"E	15.07
L12	N00°51'38"E	19.42

CURVE TABLE

CURVE#	RADIUS	LENGTH	DELTA	CHORD	CHORD BRG
C34	140.00	65.75	026°54'36"	65.15	S12°55'41"E
C35	200.00	0.62	000°10'38"	0.62	N26°17'40"W
C36	200.00	37.95	010°52'20"	37.89	N20°46'11"W
C37	200.00	37.59	010°46'10"	37.54	N09°56'56"W
C38	200.00	18.94	005°25'30"	18.93	N01°51'07"W
C40	140.00	66.57	027°14'37"	65.94	N12°45'41"W
C41	200.00	32.97	009°26'38"	32.93	S21°39'40"E

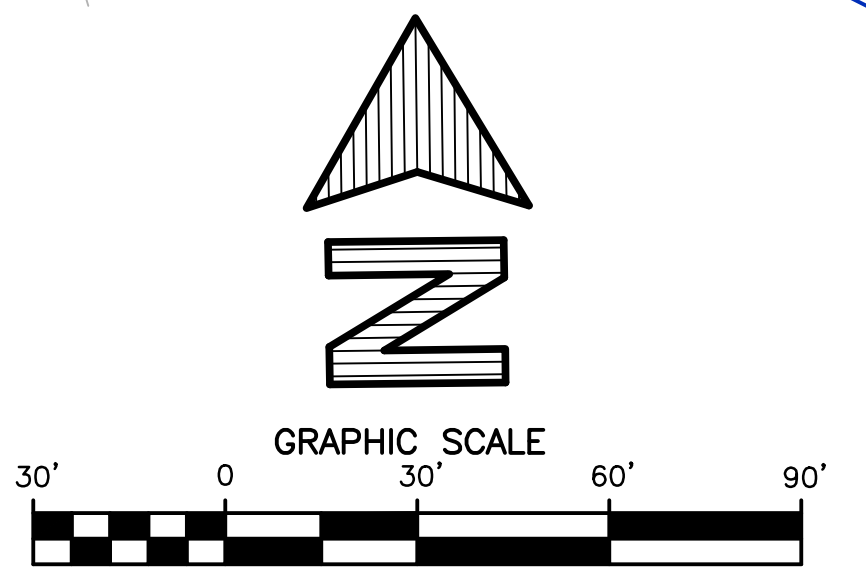
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT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

S89°16'15"E 262.13

OLD STAGE ROAD - CCR NO. 105

OWNER:
 ARKANSAS RIVER LIVING, LLC
 770 CRESCENT LANE
 LAKEWOOD, CO 80214
 PH: 303-623-8600

PRELIMINARY



DIRECTIONS ARE BASED ON THE BEARING N00°07'24"W BETWEEN RECOVERED SURVEY MONUMENTS AT THE SW AND NW CORNERS OF PROPERTY, AS SHOWN AND DESCRIBED ON THIS PLAT.

ASSISTED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

825 D STREET
 SALIDA, CO 81201
 PH: 719-839-1878

918 CUYAMA ROAD
 OJAI, CA 91329
 PH: 719-221-1799

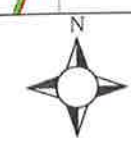
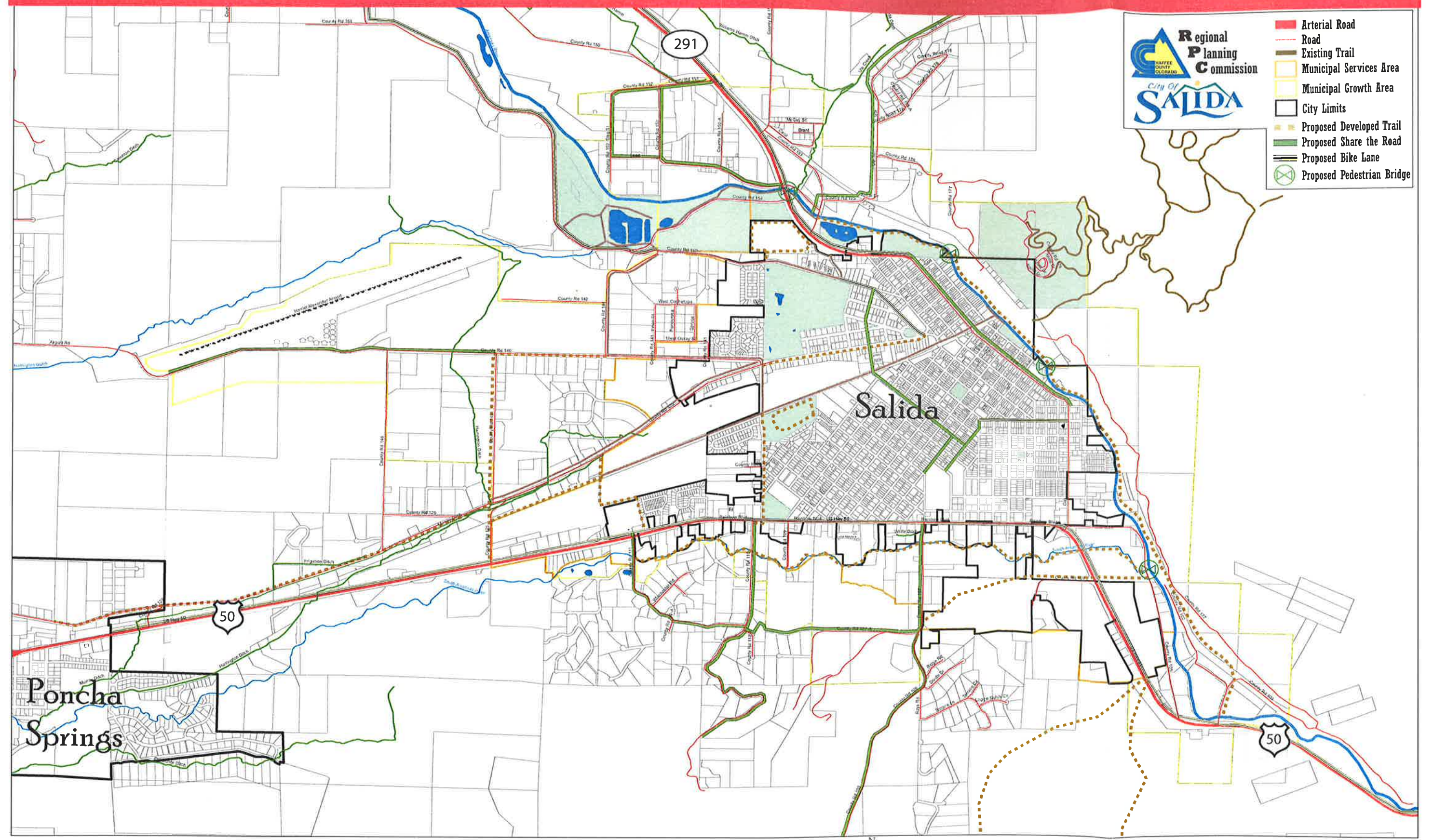
SHEET 2 OF 2

ARKANSAS RIVER LIVING FOR A TRACT IN THE S 1/2 NE 1/4 SW 1/4 OF SECTION 4, T49N, R9E, NMPM SALIDA, CO CITY OF SALIDA COLORADO	
Job Number: 18031 TPC FILE: J-05-081	HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO
DRAWN BY: RP CHECKED: MH Plot Book: 5309, Pgs. 8-16, DC 7023	DATE: DEC. 2018 DRAWING NO.: L-18-12

9.3 Trail Plan



- Arterial Road
- Road
- Existing Trail
- Municipal Services Area
- Municipal Growth Area
- City Limits
- Proposed Developed Trail
- Proposed Share the Road
- Proposed Bike Lane
- Proposed Pedestrian Bridge





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.b.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

ITEM:

Ordinance No. 2019-02; Second Reading of Ordinance on Proposed Treat-Mesch Annexation.

BACKGROUND:

The applicant made an application to annex the 7.5 acre site located at 786 Scott Street. The request was heard by the Planning Commission on January 28, 2019 and the Commission recommends the site be annexed. The Council held a public hearing on February 5, 2019.

Property Owners and Applicants: Robert Treat as represented by Joe Deluca of Crabtree Group, Inc.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.b.	Community Development	Glen Van Nimwegen

Proposed Annexation:

An application for annexation is a multi-step process. The application has been accepted by the City Council and a public hearing was held on February 5, 2019. City Council approved Resolution 2018-56 on December 18, 2018 declaring the annexation request to be in substantial compliance with state statutes. The following findings of facts are required for annexation:

1. The proposed annexation has greater than 1/6th contiguity with the municipal boundary of the City of Salida.
2. The annexation property is under single ownership and the owners are a party to the annexation.
3. The annexation property is currently zoned RES, Residential and REC, Recreational in Chaffee County.
4. The annexation property is within the Municipal Services Area of the City of Salida as defined in the Comprehensive Plan and intergovernmental agreement with Chaffee County and therefore can be served by City sewer and water utilities.
5. The property is adjacent to a burgeoning part of the city and therefore may be efficiently served by City fire and police departments.
6. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.
7. The property to be annexed includes a portion of Scott Street right-of-way, thereby ensuring the roadway that serves city residents is completely within the city's jurisdiction.
8. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan. Specifically, it is a strategic goal of the Plan to provide for new neighborhoods and opportunities for a variety of housing types and densities. In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially zoned land, which will provide both housing and job opportunities.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Doug Bess, Fire Chief, responded "Fire Department does not have any concerns at this time."
- Salida Police Department: Chief Russ Johnson responded "Looks good to me."
- Chaffee County Development Services Department: Jon Roorda, Planning Manager stated "Chaffee County supports this annexation request."
- Salida Public Works Department: Public Works Director David Lady has requested improvements be made to Scott Street; and considerations be made when the site is developed regarding street and utility connections. These recommendations will be incorporated into an annexation agreement described below.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.b.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

STAFF RECOMMENDATION:

Staff recommends approval of the annexation.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on January 28, 2019 to take public testimony and make a recommendation to the City Council on the proposed annexation. The Commission voted 6-1 to recommend that Council approve the annexation.

SUGGESTED MOTION:

A council person should make the motion to “approve Ordinance 2019-02 on first reading and set the second reading for February 19, 2019.”

Attachments:

Ordinance No. 2019-02

Application

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 02
SERIES OF 2019**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE TREAT-MESCH ANNEXATION.

WHEREAS, on November 30, 2019, Robert D. Treat (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 7.5 acres located at 786 Scott Street, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 56, Series of 2018 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on February 5, 2019, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on February 5, 2019 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on December 21, 2018, December 28, 2018, January 4, 2019 and January 11, 2019 in *The Mountain Mail* newspaper; and

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area; and

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the Treat-Mesch Annexation; and

WHEREAS, the City currently has in place a Comprehensive Plan and other long-range planning documents which constitute the City's annexation plan.

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.

2. The annexation to the City of the Treat-Mesch Annexation described on Exhibit A is hereby approved with the following conditions of approval, and such real property is hereby annexed to and made a part of the City of Salida.

3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:

- A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
- B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING AT A PUBLIC HEARING, on February 5, 2019, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 5th day of February, 2019 and set for second reading on the 19th day of February, 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 19th day of February, 2019.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 8th day of February, 2019, and BY TITLE ONLY, after final adoption on the 22nd day of February, 2019.

City Clerk/Deputy City Clerk

EXHIBIT A

TREAT - MESCH ANNEXATION PLAT

FOR A TRACT IN THE
SOUTH 1/2 NORTHEAST 1/4 SOUTHWEST 1/4 of
SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO
SHEET 1 OF 2

TREAT - MESCH ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY ROBERT D. TREAT THE OWNER OF 100% OF THE AREA TO BE ANNEXED, EXCLUDING PUBLIC RIGHT-OF-WAY;

AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2018, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 2018, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2018), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;

AND WHEREAS, ON _____, 2018, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2018), APPROVING AND ANNEXING THE TREAT-MESCH ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE TREAT-MESCH ANNEXATION DESCRIBED HEREIN, TO WIT, THE TERRITORY COMPRISING 7.1 ACRES, MORE OR LESS (INCLUSIVE OF PUBLIC RIGHT OF WAY, AND BEING DESCRIBED AS FOLLOWS:

Part of the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows, to-wit: Beginning at a point on the East side line of a lane or street known as Scott Street, from whence the Northwest corner of said subdivision bears first North 163 feet; thence West 37 feet; thence proceeding around the tract herein described East 452 feet; thence North 150 feet; thence East 154 feet; thence North 13 feet to a point on the North line of said S1/2 NE1/4 SW1/4; thence East 677 feet, more or less, to the East line of said subdivision; thence South, along said East line, 261.2 feet; thence South 77°30' West 806.4 feet; thence North West 277 feet; thence North 54 feet; thence West 227 feet, more or less, to the said East line of said lane or street known as Scott Street; thence along the East side line of said street 167 feet to the point of beginning.

EXCEPTING THEREFROM those tracts of land granted to the Denver and Rio Grande Western Railroad Company in deeds recorded at Book 73 at Page 304, in Book 147 at Page 268 and in Book 147 at Page 274 of the Chaffee County records.

TOGETHER WITH that portion of Scott Street adjoining the westerly-most boundary of the above described tract

ALL BEING COLLECTIVELY AND MORE ACCURATELY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A tract of land located in the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian and a portion of Scott Street, all in Chaffee County, Colorado, and being more particularly described as follows:

Beginning at a point on the East side line of a lane or street known as Scott Street, from whence the Northwest corner of said subdivision bears first North 163 feet; thence West 37 feet; thence proceeding around the tract herein described, South 84°24'06" East, along the south boundary of Peel's Subdivision a distance of 452 feet to the southeast corner thereof; thence North 00°31'36" East along the east boundary of said subdivision a distance of 150.0 feet to the south boundary of a lane; thence South 84°31'00" East, along the south boundary of said lane 154.0 feet to the southeast corner of said lane; thence North 00°24'00" East along the east boundary of said lane 13.0 feet to a point on the north boundary of the said S1/2 NE1/4 SW1/4; thence South 89°25'50" East along said north boundary 425.2 feet, more or less, to the westerly boundary of the tract of land granted to the Denver and Rio Grande Railroad Company in Book 73 at Page 304 of the Chaffee County records; thence along the westerly boundary of said railroad tract, first along the arc of a curve a distance of 173.91 feet, said curve having a radius of 400.0 feet and a chord which bears South 34°00'41" East 173.64 feet, and thence South 34°32'54" East 161.36 feet to the east boundary of the said S1/2 NE1/4 SW1/4; thence South 00°18'00" East along said east boundary 1.57 feet; thence South 77°30' West 125.54 feet; thence North 75°00'00" West 273.35 feet; thence North 00°52'00" East 61.82 feet; thence North 84°18'00" West 262.30 feet to the east boundary of Scott Street; thence continuing North 84°18'00" West 51.91 feet to the west boundary of Scott Street; thence North 00°23'00" West along the west boundary of Scott Street 138.38 feet; thence South 84°24'06" East 54.05 feet to the point of beginning.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2018.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNERS:

ROBERT D. TREAT
12500 COUNTY ROAD 258A
SALIDA, CO. 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT ROBERT D. TREAT, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON SHEET 2 (EXCLUDING PUBLIC RIGHT-OF-WAY) DESIRES AND APPROVES THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

ROBERT D. TREAT

STATE OF COLORADO }
COUNTY OF CHAFFEE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018,
BY ROBERT D. TREAT WHOSE NAME IS SUBSCRIBED ABOVE.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THESE PLATS WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENTS SHOWN ON SHEET 2 WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.

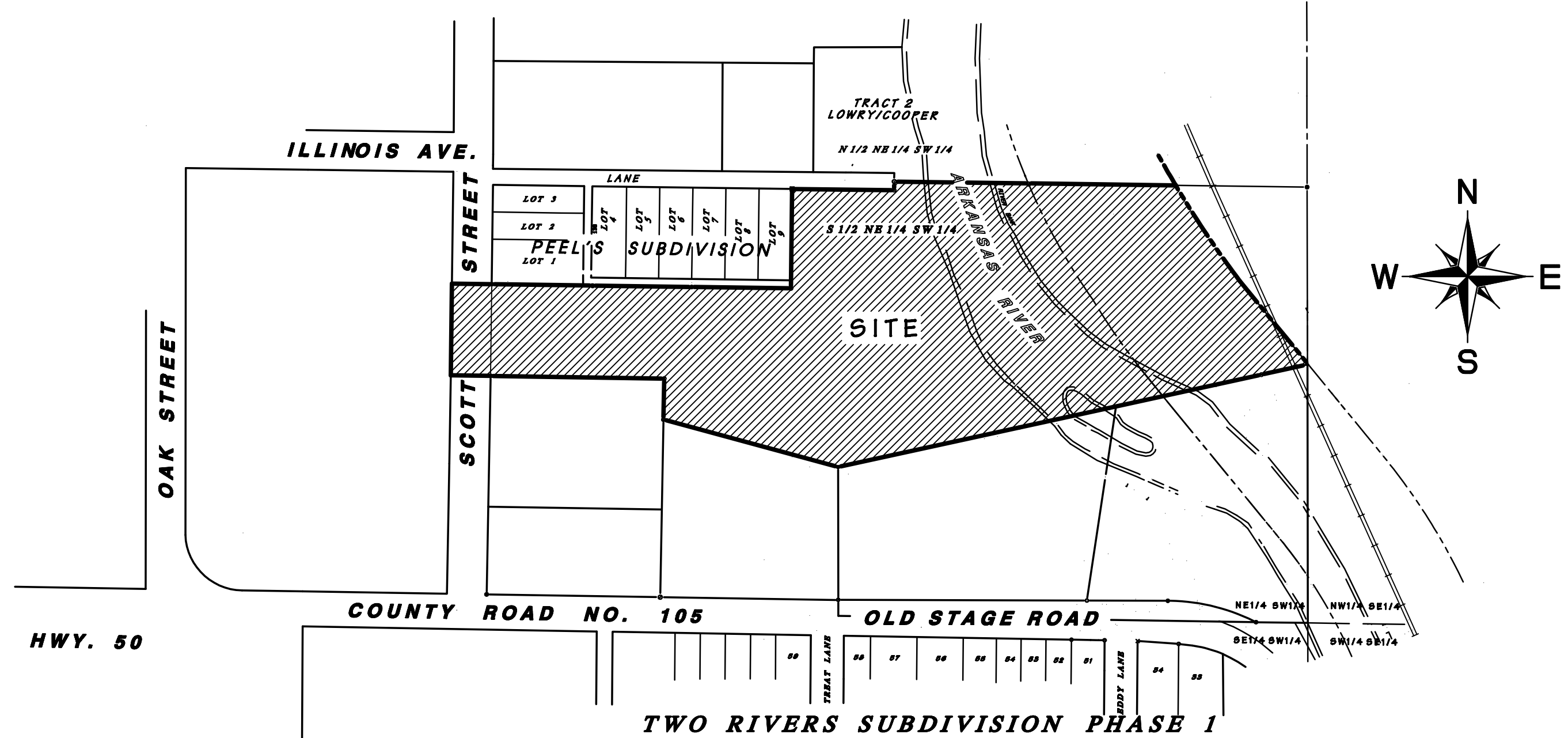
DATED THIS _____ DAY OF _____, 2018.

MICHAEL K. HENDERSON
REG. L. S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

- 1) COLLECTIVE ANNEXATION DESCRIPTION CONTAINED HEREON WAS PREPARED BY MICHAEL K. HENDERSON, 208 G STREET, SALIDA, CO., 81201.
- 2) SEE SHEET 2 FOR ADDITIONAL GENERAL LAND SURVEYOR'S NOTES.

VICINITY MAP



SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2018, BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK OF THE CITY OF SALIDA

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE TREAT-MESCH ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE TREAT-MESCH ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018, UNDER RECEPTION NUMBER(S) _____.

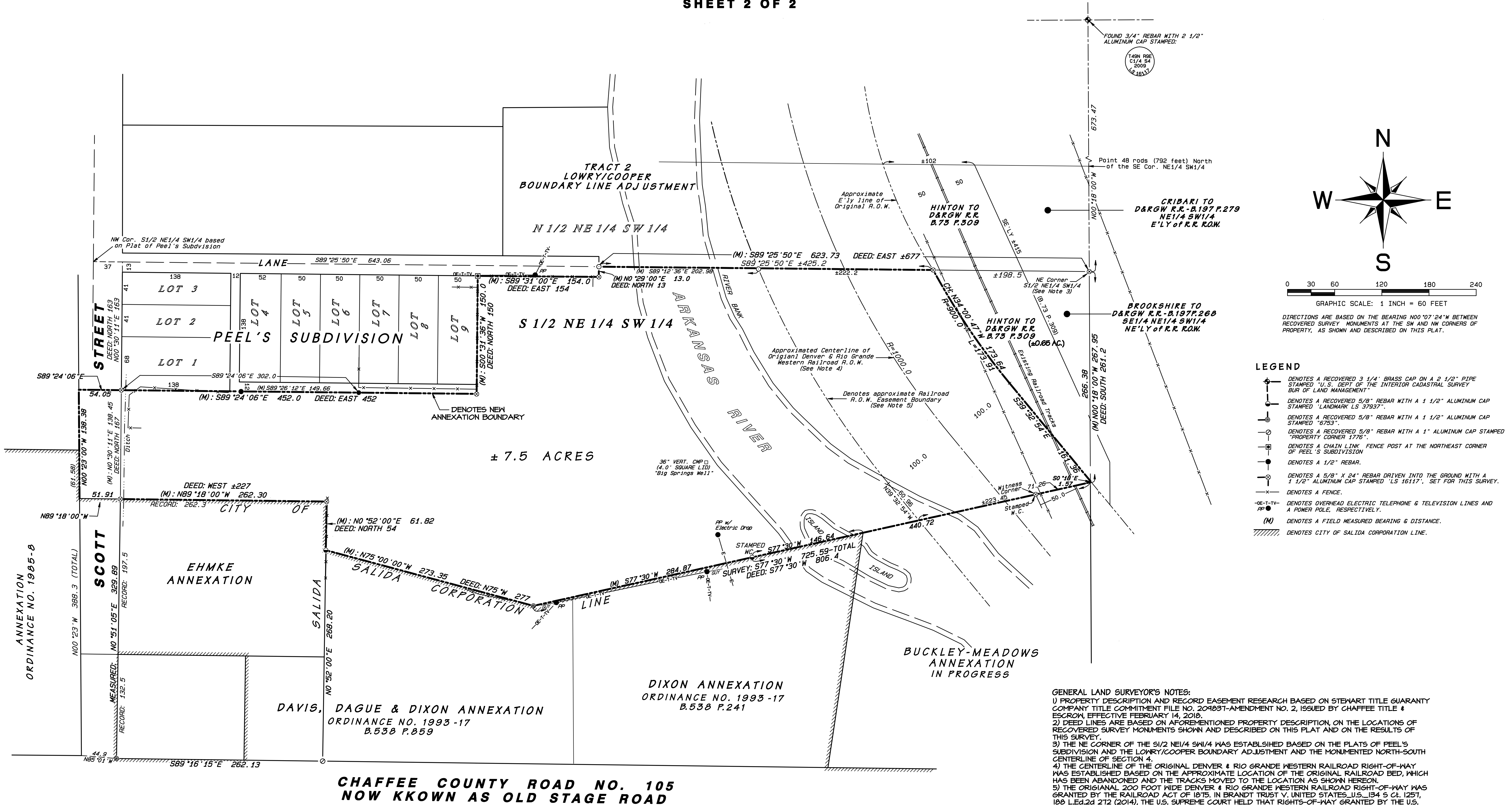
CHAFFEE COUNTY CLERK AND RECORDER

SHEET 1 OF 2

TREAT - MESCH ANNEXATION PLAT for a TRACT in the S 1/2 NE 1/4 SW 1/4 of SECTION 4, T 49 N, R 9 E, N.M.P.M. CHAFFEE COUNTY, COLORADO	
Job Number: J-18-120 TPC FILE: J-18-032 DRAWN BY: THOMAS CADD CHECKED: B. S. H. Fld. book: S309 Pages 44 & 45	HENDERSON LAND SURVEYING CO., INC. 208 G STREET SALIDA, COLORADO
DATE: 7/26/18	DRAWING NO. L-18-54

EXHIBIT A

TREAT - MESCH ANNEXATION PLAT
 FOR A TRACT IN THE
 SOUTH 1/2 NORTHEAST 1/4 SOUTHWEST 1/4 of
 SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2



- LEGEND**
- DENOTES A RECOVERED 3 1/4" BRASS CAP ON A 2 1/2" PIPE STAMPED "U.S. DEPT OF THE INTERIOR CADASTRAL SURVEY BUR OF LAND MANAGEMENT"
 - ⊙ DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LANDMARK LS 37937"
 - ⊙ DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "PROPERTY CORNER 1776"
 - ⊙ DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "PROPERTY CORNER 1776"
 - ⊙ DENOTES A CHAIN LINK FENCE POST AT THE NORTHEAST CORNER OF PEEL'S SUBDIVISION
 - ⊙ DENOTES A 1/2" REBAR
 - ⊙ DENOTES A 5/8" X 24" REBAR DRIVEN INTO THE GROUND WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117", SET FOR THIS SURVEY.
 - ⊙ DENOTES A FENCE
 - DENOTES OVERHEAD ELECTRIC TELEPHONE & TELEVISION LINES AND A POWER POLE, RESPECTIVELY.
 - PP DENOTES A FIELD MEASURED BEARING & DISTANCE.
 - ////// DENOTES CITY OF SALIDA CORPORATION LINE.

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTY COMPANY TITLE COMMITMENT FILE NO. 2040371-AMENDMENT NO. 2, ISSUED BY CHAFFEE TITLE & ESCROW EFFECTIVE FEBRUARY 14, 2016.
- 2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE LOCATIONS OF RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON THIS PLAT AND ON THE RESULTS OF THIS SURVEY.
- 3) THE NE CORNER OF THE S1/2 NE1/4 SW1/4 WAS ESTABLISHED BASED ON THE PLATS OF PEEL'S SUBDIVISION AND THE LOWRY/COOPER BOUNDARY ADJUSTMENT AND THE MONUMENTED NORTH-SOUTH CENTERLINE OF SECTION 4.
- 4) THE CENTERLINE OF THE ORIGINAL DENVER & RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY WAS ESTABLISHED BASED ON THE APPROXIMATE LOCATION OF THE ORIGINAL RAILROAD BED, WHICH HAS BEEN ABANDONED AND THE TRACKS MOVED TO THE LOCATION AS SHOWN HEREON.
- 5) THE ORIGINAL 200 FOOT WIDE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY WAS GRANTED BY THE RAILROAD ACT OF 1875. IN BRANDT TRUST V. UNITED STATES, U.S. 134 S Ct. 1257, 100 L.Ed.2d 212 (2014), THE U.S. SUPREME COURT HELD THAT RIGHTS-OF-WAY GRANTED BY THE U.S. GOVERNMENT UNDER THE GENERAL RAILROAD ACT OF 1875 CONSTITUTED EASEMENTS, AND NOT REVERSIONARY INTERESTS HELD BY THE U.S. GOVERNMENT. THE ORIGINAL NARROW GAUGE LINE CENTERED IN THE 200 FOOT RIGHT-OF-WAY HAS BEEN ABANDONED AND A NEW RAILROAD BED AND TRACKS CONSTRUCTED IN THE LOCATION SHOWN HEREON.

LITTLE RIVER PROPERTIES, LLC ANNEXATION
 RECEPTION NO. 431287-ORDINANCE NO. 2016-15

ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED	43420 feet
ADJOINING PRESENT CORPORATION LINE	1142.41 feet
REQUIRED ADJOINING 1/6TH	4516 feet

SHEET 2 OF 2

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

TREAT-MESCH ANNEXATION PLAT for a TRACT in the S 1/2 NE 1/4 SW 1/4 of SECTION 4, T 49 N, R 9 E, N.M.P.M. CHAFFEE COUNTY, COLORADO	
Job Number: J-18-120 TPC FILE: J-18-032 M.K.H. DRAWN BY: THOM CADD B.S.H.	HENDERSON LAND SURVEYING CO., INC. 208 G STREET SALIDA, COLORADO
CHECKED: [Signature] Fid. book: S309 Pages 44 & 45	DATE: 7/26/18 DRAWING NO. L-18-54

OCTOBER 4, 2018



TREAT ANNEXATION REPORT

CITY OF SALIDA, COUNTY OF CHAFFEE, COLORADO

z:\00099-crabtree common\forms\word templates\report template.docx

JOE DELUCA & PAUL CRABTREE
Crabtree Group Inc.
Salida, Colorado
Project No. #18031



719.539.1675
719.221.1799

325 D Street, P.O. Box 924, Salida, CO 81201
crabtreegroupinc.com

Contents

1 Annexation Location 1

2 COMPLIANCE TO ANNEXATION STANDARDS 2

3 REVIEW STANDARDS 3

4 Agreements 3

5 Public Facilities and Services 3

6 PROVIDE FOR ORDERLY DEVELOPMENT IN THE CITY 4

7 CONCEPTUAL DEVELOPMENT PLAN 5

1 ANNEXATION LOCATION

The subject property is currently addressed as 786 Scott Street, Salida, CO 81201. The property is separated by the Arkansas River and therefore is considered two separate parcels. The parcel on the west side of the river is 5.29 acres fronting Scott Street with a parcel number of 380704300026. The parcel on the east side of the river is 1.82 acres and is encumbered with a railroad right of way through the property. The parcel number for this parcel is 380704300165. The parcels are shown on the Assessor Map in Figure 1.



Figure 1 – Assessor’s Map of Parcels

2 COMPLIANCE TO ANNEXATION STANDARDS

- It is desirable and necessary to annex the subject property on the west side of the river as the property is bounded on two sides by City boundaries and the general area is bounded on three sides by City boundaries. It is a natural progression of annexation to fill in this gap in the City boundary with annexation and development under the City Land Use Code.
- It is also desirable to annex the subject property on the east side of the river as the City has interest in developing a connecting road and trail from the F. Street Bridge to County Road 105. The petitioner has no current plans for development of this parcel, but understands the value of annexing this parcel into the City to provide road and trail connectivity potential.
- The petitioners are 100% owners of the parcels. A single owner owns both parcels.
- There is greater than the required 1/6th continuity of the aggregate external boundaries of the City limits.
- It is in the interest of the community for the annexation area to be urbanized in the near future due to its location.
- There has been no previous petition or election for annexation to the City for these parcels in the last 12 months.

3 REVIEW STANDARDS

Consideration of Costs and Benefits

- By planning principles, this area is infill as the general area is surrounded on three sides by municipal boundaries with services. With the growth the City is experiencing, this area offers lower costs to maintain and replace infrastructure than annexations which are only contiguous on one boundary and are true extensions of new infrastructure.
- This area is within the pedestrian and bike shed for services in the two rivers commercial and highway 50 commercial. It is also within the pedestrian and bike shed for job locations.
- The project will dedicate a trail easement on the east side of the river that will provide a critical segment in the much-desired connection between the F. Street bridge and CR 105.

4 AGREEMENTS

The project agrees to provide a trail easement on the east side of the river for the consideration of no fee in lieu of for open space.

5 PUBLIC FACILITIES AND SERVICES

Water: is available on Old Stage Road (CR 105) and will be extended north on Scott street during development.

Sewer: is available on Scott Street

Natural Gas: is available in the area

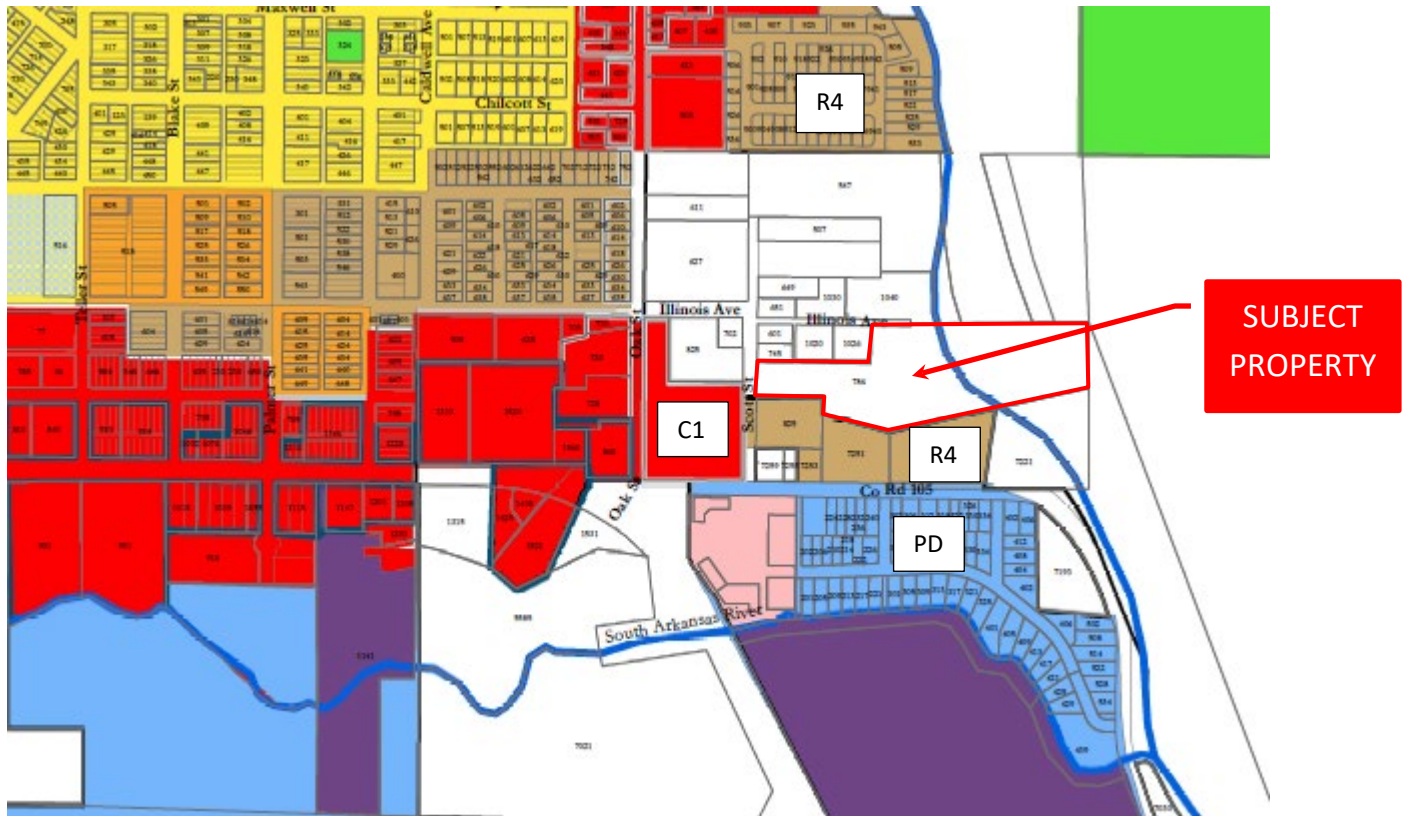
Electric: the property is currently served by electric and electric service is available in the area and will be undergrounded.

Phone/Cable/Internet: All are available in the area.

Street: Streets will be built to City of Salida standards and will be dedicated as Public Right of Ways.

6 PROVIDE FOR ORDERLY DEVELOPMENT IN THE CITY

The logical direction for growth is to the south east of the City with the Annexation of the Vandaveer Ranch and Two Rivers Annexation. This property is an infill area between the historically developed area of the City and the newly annexed growth. The area surrounding the subject property is primarily zoned for high density development, primarily R4 to the south and north of the subject property, C1 to the west and Planned Development across Old Stage Road to the south. The subject property is well suited for higher density small lot single and duplex stick-built homes.



7 REQUESTED ZONING

The applicant is requesting R-3 High Density Residential District zoning.

High-Density Residential (R-3). The purpose of the High-Density Residential (R-3) zone district is to provide for relatively high-density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations or day care, amongst other uses.

The surrounding area is primarily zoned for R-4, C-1 and P.D. all of which support higher density zoning. Higher density zoning is more efficient and cost effective for City Services. Higher density zoning is also a greener more environmentally friendly mode of development compared to lower densities.

8 CONCEPTUAL DEVELOPMENT PLAN

The conceptual development plan for the subject property is single family and duplex townhomes that meet the development standards for the R3 zone. Access to the property will be to Scott Street which has connectivity to Illinois Street and Old Stage Road. The development plan intends to increase public access to the river with a trail easement on the east side of the river. The plan utilizes the river corridor to provide river front lots while protecting the river corridor with setbacks appropriate for the flood plain, topography and river frontage.

9 IMPLEMENT THE COMPREHESIVE PLAN

Policy CC-III.1 – The Arkansas River should be maintained as a focal point of the community to be enjoyed from both the shore and in the current.

Action CC-III.1.a – Seek ways to improve or provide additional public access to the Arkansas River.

The development plan and proposed annexation agreement provides an easement on the east side of the river for public access to the Arkansas River.

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

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

The proposed annexation due to its location is infill when observing the municipal boundaries and zoning map. The proposed zoning of R3 is consistent with the area's density and massing.

Action LU&G-I.2.c –Focus new development in the Salida area within the Municipal Services Area to ensure adequate provision of services and limit sprawl development around the city.

The proposed annexation and development are within the municipal service area and the location limit sprawl as it is in an infill location.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.c	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
-------------------------------	---	---

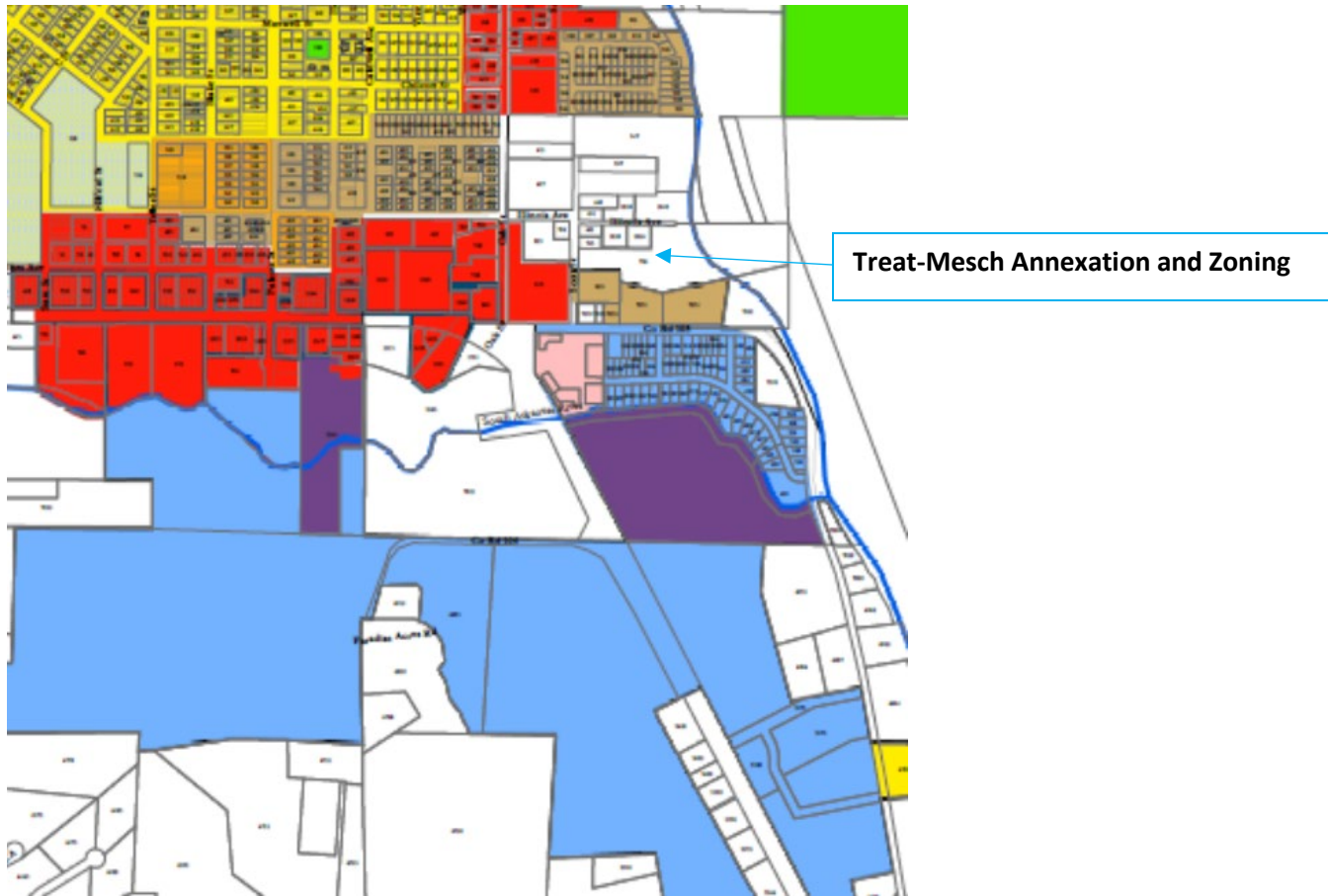
ITEM:

Ordinance 2019-03 – Public Hearing and Second Reading on an Ordinance to Zone 7.5 Acres Located at 786 Scott Street to R-3, High Density Residential District.

BACKGROUND:

The proposed rezoning is paired with the previous items regarding the annexation agreement (Resolution 2019-09); and annexation of the site (Ordinance 2019-02). City Council approved the zoning ordinance on first reading on February 5, 2019.

Applicants: Robert D. Treat as represented by Joe Deluca of Crabtree Group, Inc.



Surrounding Land Use and Zoning: The site to the west is zoned C-1, Commercial District and is being used as a mobile home park; South is zoned R-4 and includes residential uses and a former mobile home park. The property to the north remains in Chaffee County with the zoning of



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

RES, Residential Zone District. The land east of the parcel is also in Chaffee County and is zoned REC, Recreational.

ZONING:

The applicant is requesting R-3 zoning as it is consistent with the zoning in the neighborhood and meets their preliminary plans for a residential neighborhood with various housing types and densities.

Though the applicants did show a proposed subdivision of approximately 10 duplex and 10 single-family lots at the conceptual meeting on December 3, 2018, the allowed density could be as many as 96 units on the west 5.3 acres. However, the limited street frontage and floodplain will limit development of the site. Regardless, the R-3 district is consistent with the city zoning on the east and south.



The review standards for a rezoning include:

1. Consistency with the Comprehensive Plan: The Comprehensive Plan includes the goals that new projects should complement the neighborhood's mass and scale and be focused within the Municipal Services Area. The proposal supports these goals.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

2. Consistency with the Purpose of the Zone District: The purpose of the R-3 district is to provide "...relatively high density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses."
3. Compatibility with Surrounding Zone District and Uses: The R-4 district is the dominant zoning classification on the north side of Old Stage Road. Transitioning to R-3 on the subject parcel is compatible between the R-4 and C-1 zoning that exists in the neighborhood.
4. Changed Conditions or Errors: The proposed zoning is occurring because of the requirement to rezone property annexed to the City in accordance with Section 16-4-50 of the Land Use and Development Code.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Doug Bess, Fire Chief, responded "Fire Department does not have any concerns at this time."
- Salida Police Department: Chief Russ Johnson responded "Looks good to me."
- Chaffee County Development Services Department: Jon Roorda, Planning Manager stated "Chaffee County supports this annexation request."
- Salida Public Works Department: Public Works Director David Lady has requested improvements be made to Scott Street; and considerations be made when the site is developed regarding street and utility connections. These recommendations will be incorporated into an annexation agreement described in the annexation memo regarding Ordinance 2019-02.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the proposed zoning.

PLANNING COMMISSION RECOMMENDATION:

On January 28, 2019 the Planning Commission held a public hearing and recommended the City Council approve the proposed zoning by a vote of 7-0.

SUGGESTED MOTIONS:

A Council person should make a motion "to approve Ordinance 2019-03 on second reading."

Attachments

Ordinance 2019-03
Conceptual Subdivision

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 03
SERIES OF 2019**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE TREAT-MESCH ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT

WHEREAS, November 30, 2018, Robert D. Treat (“Petitioners”), filed a General Development Application to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 7.5 acres located at 786 Scott Street, Salida, County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, by Ordinance No. 02, Series of 2019 the City of Salida annexed the Treat-Mesch Annexation to the City; and

WHEREAS, Petitioner has filed an application to zone the Property within the High Density Residential District (R-3), and on January 28, 2019 the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone it as High Density Residential District (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Treat-Mesch Annexation was held on February 19, 2019 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned High Density Residential (R-3).
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on February 5, 2019, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2019 and set for second reading and public hearing on the 19th day of February, 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 19th day of February, 2019.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

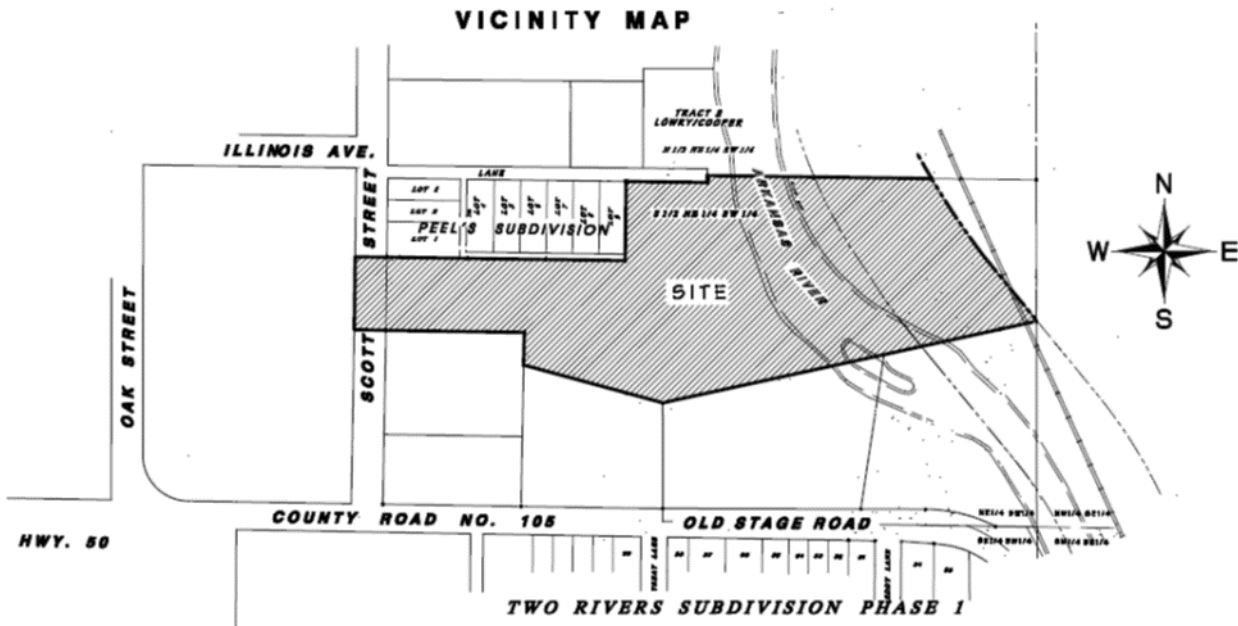
ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2019, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2019.

City Clerk/Deputy City Clerk

EXHIBIT A



NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE TREAT-MESCH ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 7.7 ACRES, MORE OR LESS (INCLUSIVE OF PUBLIC RIGHT OF WAY, AND BEING DESCRIBED AS FOLLOWS:

Part of the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows, to-wit: Beginning at a point on the East side line of a lane or street known as Scott Street, from whence the Northwest corner of said subdivision bears first North 163 feet; thence West 37 feet; thence proceeding around the tract herein described East 452 feet; thence North 150 feet; thence East 154 feet; thence North 13 feet to a point on the North line of said S1/2 NE1/4 SW1/4; thence East 677 feet, more or less, to the East line of said subdivision; thence South, along said East line, 261.2 feet; thence South 77°30' West 806.4 feet; thence North 75° West 277 feet; thence North 54 feet; thence West 227 feet, more or less, to the said East line of said lane or street known as Scott Street; thence along the East side line of said street 167 feet to the point of beginning

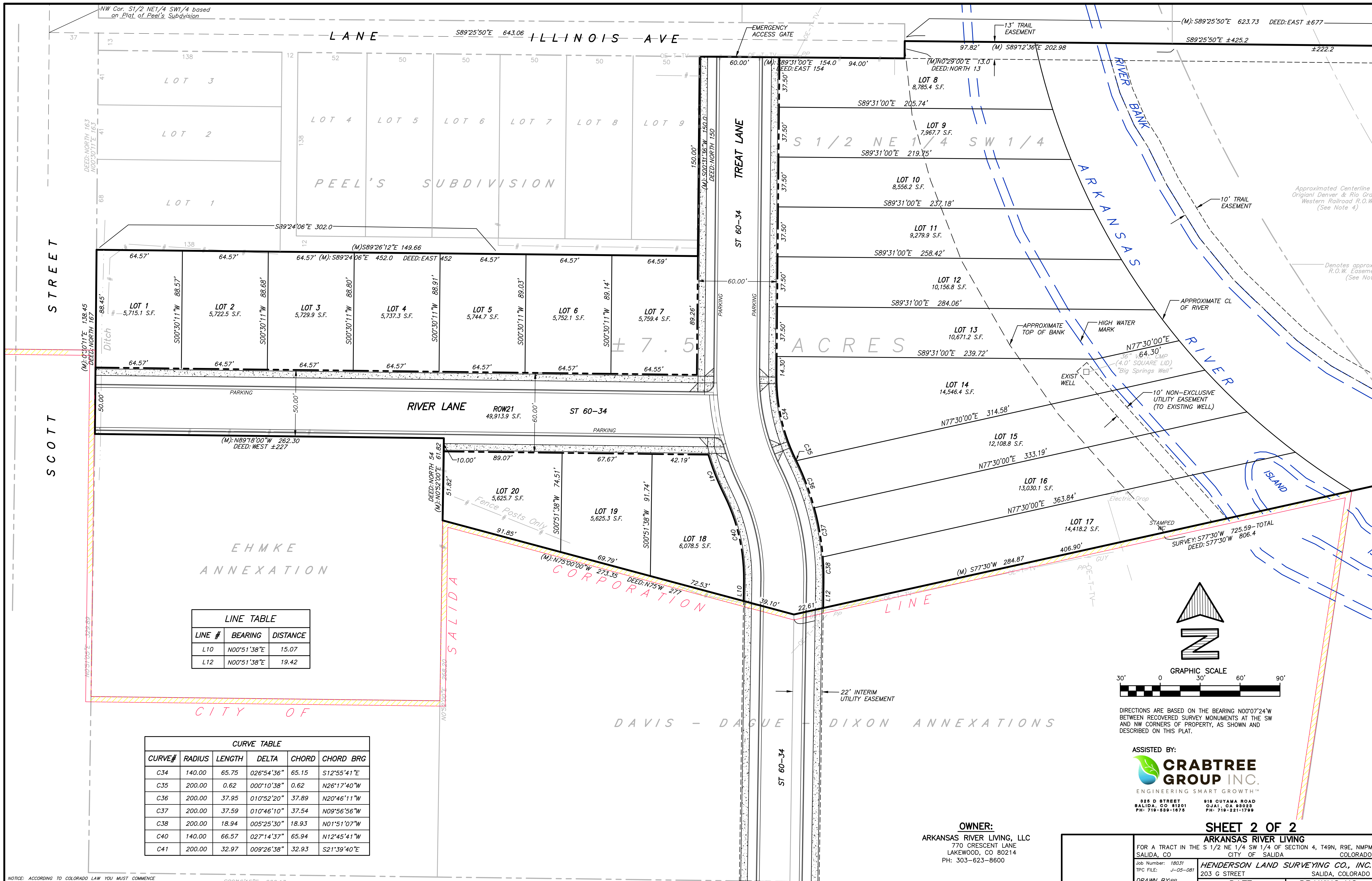
EXCEPTING THEREFROM those tracts of land granted to the Denver and Rio Grande Western Railroad Company in deeds recorded at Book 73 at Page 309, in Book 147 at Page 268 and in Book 147 at Page 279 of the Chaffee County records.

TOGETHER WITH that portion of Scott Street adjoining the westerly-most boundary of the above described tract

ALL BEING COLLECTIVELY AND MORE ACCURATELY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A tract of land located in the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian and a portion of Scott Street, all in Chaffee County, Colorado, and being more particularly described as follows:

Beginning at a point on the East side line of a lane or street known as Scott Street, from whence the Northwest corner of said subdivision bears first North 163 feet; thence West 37 feet; thence proceeding around the tract herein described, South 89°24'06" East along the south boundary of Peel's Subdivision a distance of 452 feet to the southeast corner thereof; thence North 00°31'36" East along the east boundary of said subdivision a distance of 150.0 feet to the south boundary of a lane; thence South 89°31'00" East along the south boundary of said lane 154.0 feet to the southeast corner of said lane; thence North 00°29'00" East along the east boundary of said lane 13.0 feet to a point on the north boundary of the said S1/2 NE1/4 SW1/4; thence South 89°25'50" East along said north boundary 425.2 feet, more or less, to the westerly boundary of the tract of land granted to the Denver and Rio Grande Railroad Company in Book 73 at Page 309 of the Chaffee County records; thence along the westerly boundary of said railroad tract, first along the arc of a curve a distance of 173.91 feet, said curve having a radius of 900.0 feet and a chord which bears South 34°00'47" East 173.64 feet, and thence South 39°32'54" East 161.36 feet to the east boundary of the said S1/2 NE1/4 SW1/4; thence South 00°18'00" East along said east boundary 1.57 feet; thence South 77°30' West 725.59 feet; thence North 75°00'00" West 273.35 feet; thence North 00°52'00" East 61.82 feet; thence North 89°18'00" West 262.30 feet to the east boundary of Scott Street; thence continuing North 89°18'00" West 51.41 feet to the west boundary of Scott Street; thence North 00°23'00" West along the west boundary of Scott Street 138.38 feet; thence South 89°24'06" East 54.05 feet to the point of beginning.



LINE TABLE

LINE #	BEARING	DISTANCE
L10	N00°51'38"E	15.07
L12	N00°51'38"E	19.42

CURVE TABLE

CURVE#	RADIUS	LENGTH	DELTA	CHORD	CHORD BRG
C34	140.00	65.75	026°54'36"	65.15	S12°55'41"E
C35	200.00	0.62	000°10'38"	0.62	N26°17'40"W
C36	200.00	37.95	010°52'20"	37.89	N20°46'11"W
C37	200.00	37.59	010°46'10"	37.54	N09°56'56"W
C38	200.00	18.94	005°25'30"	18.93	N01°51'07"W
C40	140.00	66.57	027°14'37"	65.94	N12°45'41"W
C41	200.00	32.97	009°26'38"	32.93	S21°39'40"E

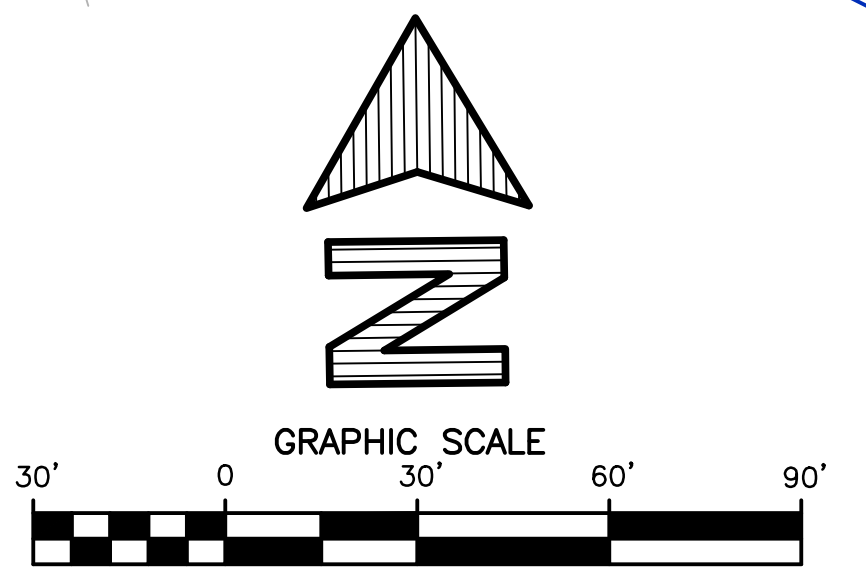
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT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

S89°16'15"E 262.13

OLD STAGE ROAD - CCR NO. 105

OWNER:
 ARKANSAS RIVER LIVING, LLC
 770 CRESCENT LANE
 LAKEWOOD, CO 80214
 PH: 303-623-8600

PRELIMINARY



DIRECTIONS ARE BASED ON THE BEARING N00°07'24"W BETWEEN RECOVERED SURVEY MONUMENTS AT THE SW AND NW CORNERS OF PROPERTY, AS SHOWN AND DESCRIBED ON THIS PLAT.

ASSISTED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

825 D STREET
 SALIDA, CO 81201
 PH: 719-839-1875

918 CUYAMA ROAD
 OJAI, CA 91329
 PH: 719-221-1799

SHEET 2 OF 2

ARKANSAS RIVER LIVING FOR A TRACT IN THE S 1/2 NE 1/4 SW 1/4 OF SECTION 4, T49N, R9E, NMPM SALIDA, CO CITY OF SALIDA COLORADO	
Job Number: 18031 TPC FILE: J-05-081 DRAWN BY: RP CHECKED: MH File Book: 5309, Pgs. 8-16, DC 7023	HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO DATE: DEC. 2018 DRAWING NO. L-18-12



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.d.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

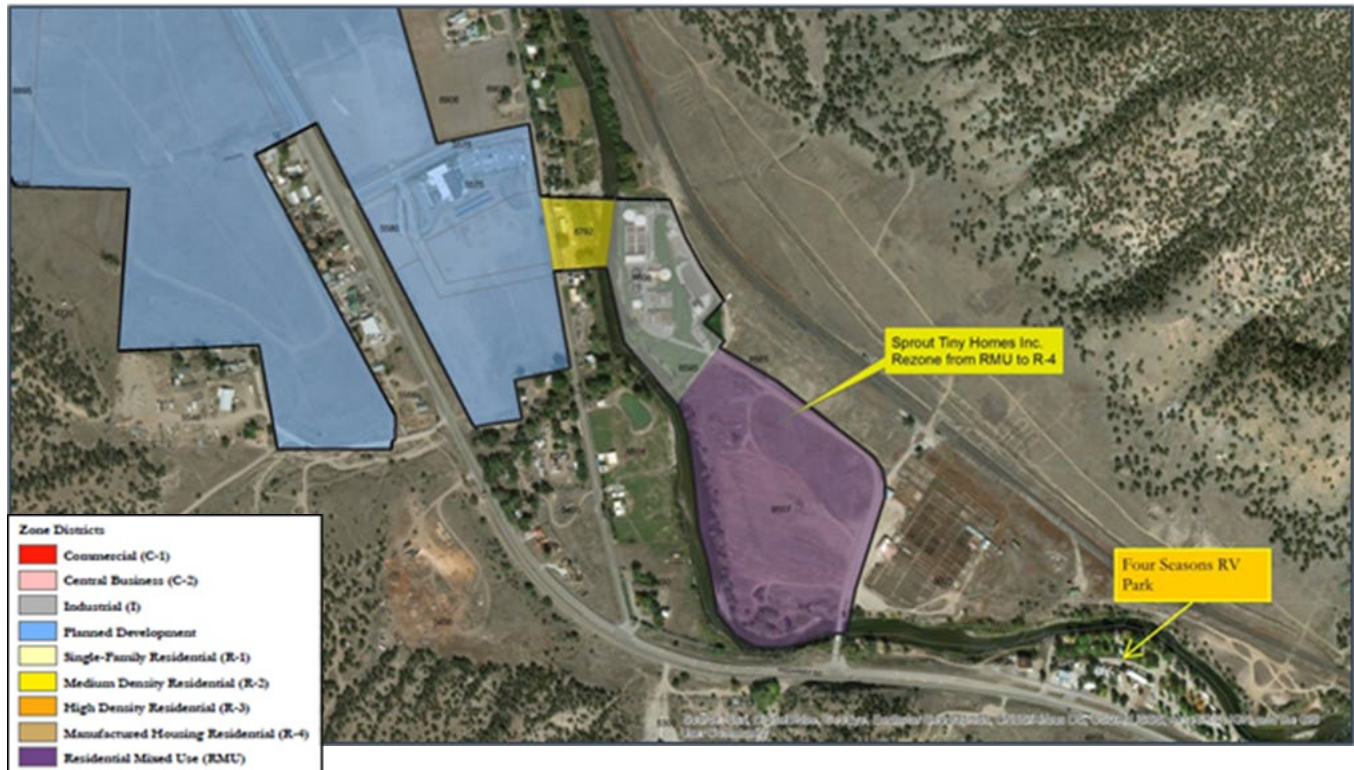
ITEM:

Ordinance 2019-04 – Public Hearing and Second Reading for the Zoning of 19.1 Acres Located at 6507 CR 102 from Residential Mixed-Use (RMU) to Manufactured Housing Residential District (R-4).

BACKGROUND:

The request is to rezone the 19.1 acre parcel located at 6507 C.R. 102 from Residential Mixed Use (RMU) to Manufactured Housing Residential (R-4).

Applicants: Sprout Tiny Homes, Inc as represented by Joe Deluca of Crabtree Group.



UPDATE:

At the first reading of the proposed ordinance on February 5, 2019, the Council requested additional information on the typical rates for RV rental spaces, and what the terms of an affordable RV space for workers would include. At this time the property is currently controlled by the Sprout Tiny Home Annexation Agreement. Therefore the subsequent development of the site as an RV Park, or other allowed R-4 use, would require amending this agreement. The County Housing Director is scheduled to meet with the applicants prior to the hearing.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.d.	Community Development	Glen Van Nimwegen

DISCUSSION:

1. The properties surrounding this parcel include the City of Salida Wastewater Treatment Plant which is located within the Industrial (I) zone district. The remaining parcels surrounding this lot are within Chaffee County's Industrial zone district.
2. This parcel was annexed into the City in April 2016 and at that time the applicant requested the (RMU) zoning and were planning on applying for a Planned Development Overlay. City Council approved the proposed River View at Cleora Planned Development on November 16, 2016 but the Planned Development was never recorded.
3. The applicant is requesting the (R-4) zone district and has a buyer for the parcel contingent on approval. The applicant intends on submitting a development application for Limited Impact Review approval for a Recreational Vehicle Park if the rezoning is approved. Recreational Vehicle Parks require limited impact review approval in the (R-4) zone district and the Commercial (C-1) zone district.
4. The applicants' representative, Joe Deluca, contacted Chaffee County Director of Housing Becky Gray and she thought it was reasonable to set the rents based on the average difference between market housing and the Area Median Income housing data for our area.
5. The applicant has proposed amendments to the Anglers Ridge Annexation agreement to reflect the recreational vehicle park proposal. The following amendment will address the affordable housing requirement.
 - The Owner volunteers and agrees that twelve and one-half percent (12.5%), rounded to the nearest whole number, of the RV Rental spaces shall be restricted and rented to qualifying individuals with full time jobs in Chaffee County based upon the most recently published Colorado Housing and Finance Authority Income Tables for Colorado Counties. Maximum rents for the rent-restricted spaces or units shall be determined by a formula mutually determined by the Chaffee County Housing Office and the City of Salida. The Owner shall provide an annual report to the City Council showing compliance with these requirements. Should no applicant qualify for the rent-restricted space and/or units, the units may be rented for six months and then be returned to the rent-restricted pool of twelve and one-half percent (12.5%).
 - The trail and infrastructure requirements shall remain.
6. The owner of the Park will be required to pay occupational lodging taxes for the recreational vehicles that are rented for less than thirty (30) days.
 - The amended annexation agreement addresses short-term rentals: The Owner agrees to pay occupancy tax and sales tax as required by the latest adopted City Codes for short term rentals and comply with any and all adopted regulations.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.d.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

Review Standards For Map Amendments 16-4-210(c):

1. Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The purpose of the Land Use Plan within the Comprehensive Plan is to specify locations in and around Salida where various land uses and intensities of use will be encouraged. This parcel is not shown on the Comprehensive Plan Land Use map. The proposal supports these goals.
2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - The applicant is requesting a zone district designation of the subject property of Manufactured Housing Residential (R-4). The purpose of the Manufactured Housing Residential (R-4) zone district is to provide for relatively high density manufactured housing, mobile home residences and mobile home parks.
 - The applicant's proposed use of the property for a recreational vehicle park is consistent with the R-4 zone district.
3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - Although the (R-4) zoning may not be compatible with the surrounding (I) zoned properties there is a recreational vehicle park east of this parcel. The proposed use as a recreational vehicle park should be compatible with the surrounding uses.
 - The applicant originally requested the (RMU) zone with the annexation of the parcel because they knew that they would be applying for a Planned Development Overlay. Their plans at the time were to build 200 tiny rental manufactured homes, a community center building, a community garden, a restaurant, an area for storage units, and about 4.57 acres of private open space and a public trail along the river. The Planned Development was not recorded or acted upon.
4. Changed Conditions or Errors. The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
 - This application for rezoning is a result of the applicant's desire to be able to apply for a recreational vehicle park which is only allowed with limited impact review approval in the (R-4) and (C-1) zone districts.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 5.d.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
--------------------------------	---	---

REVIEW AGENCY COMMENTS:

- Finance Department: No concerns at this time.
- Fire Department: Chief Doug Bess – Fire Department has no concerns at this time. Fire protection shall be addressed down the road.
- Police Department: Chief Russ Johnson - I have reviewed the plans that have been submitted and have no concerns at this time.
- CDOT, Jo Heinlein: A permit was issued for this use on November 2, 2017. No new access construction or reconstruction was required. Chaffee County is the Permittee, and Joe DeLuca for Sprout Tiny Homes is the Applicant.

However, the permit is marked in our database as "Expired" since no Notice to Proceed was ever requested. This can be cured by either the Permittee or the Applicant submitting a request for Notice to Proceed to this office.

STAFF RECOMMENDATION:

Staff recommends the Council approve the proposed re-zoning, subject to approval of a development agreement that addresses affordability for workforce in Chaffee County, trail extensions and infrastructure.

PLANNING COMMISSION RECOMMENDATION:

In the review of the application, the Planning Commission focused on the long term use of the property within the context of the City's Comprehensive Plan and current zoning for the property, as well as the surrounding area.

On January 28, 2019 the Planning Commission held a public hearing and recommended the City Council approve the proposed zoning as recommended by staff by a vote of 7-0.

SUGGESTED MOTIONS:

A Council person should make a motion "to approve Ordinance 2019-04 on second reading."

Attachments

Ordinance 2019-04
Application Narrative
Conceptual RV Park
Email from Joe Deluca describing affordability
Sprout Tiny Homes Annexation Agreement

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 04
SERIES OF 2019**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS THE SPROUT PROPERTY FROM RESIDENTIAL MIXED USE (RMU) TO MANUFACTURED HOUSING RESIDENTIAL DISTRICT (R-4)

WHEREAS, on November 8, 2018, Sprout Tiny Homes, Inc. (“Petitioners”), filed a General Development Application to commence proceedings to rezone 19.1 acres located at 6507 CR 102, Salida, County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Property was annexed with other land as part of the Angler’s Ridge Annexation which was approved by the City Council by Ordinance 2016-06 on February 2, 2016; and

WHEREAS, the Property was zoned to Residential Mixed Use (RMU) by Ordinance 2016-09 on February 2, 2016; and

WHEREAS, an Annexation Agreement regarding development of the Property was approved by the City Council by Resolution No. 2016-14 on February 2, 2016 and recorded at Reception No. 426346, Chaffee County Recorder’s Office, Chaffee County; and

WHEREAS, a Planned Development Overlay was placed on the Property by the City Council by Ordinance 2016-23, approved November 15, 2016, to create the River View at Cleora Planned Development which proposed 200 tiny home residential units, a restaurant, community building and storage units; and

WHEREAS, Section Two of Ordinance 2016-23 required submitting the final development plan of the Planned Development for the Mayor’s signature within 180 days of the ordinance adoption; and

WHEREAS, the final development plan was not submitted for signature or recorded, therefore the Planned Development never became effective; and

WHEREAS, Petitioner has filed an application to zone the Property within the Manufactured Housing Residential District (R-4), and on January 28, 2019 the City of Salida Planning Commission considered the application and recommended that the City Council zone it as Manufactured Housing Residential District (R-4); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Property was held on February 19, 2019 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Manufactured Housing Residential District (R-4).
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.
4. Prior to development of the Property, the Angler's Ridge Annexation Agreement must be amended to address affordability for Chaffee County workforce; infrastructure requirements; open space and trails.

INTRODUCED ON FIRST READING, on February 5, 2019, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2019 and set for second reading and public hearing on the 19th day of February, 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 19th day of February, 2019.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2019, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2019.

City Clerk/Deputy City Clerk

EXHIBIT A

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER (W1/2 NE1/4), THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN ANGLE POINT ON THE WESTERLY BOUNDARY OF TRACT 3 OF THE CLEORA TRACTS PER PLAT FILED UNDER RECEPTION NO. 364111 OF THE CHAFFEE COUNTY RECORDS, FROM WHENCE THE EAST 1/4 CORNER (BRASS CAP) OF SAID SECTION 9 BEARS SOUTH 59°01'30" EAST 1122.03 FEET; THENCE PROCEEDING AROUND THE TRACT HEREIN DESCRIBED SOUTH 37°47'41" WEST 42.14 FEET TO THE NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 102 AS SHOWN ON SAID PLAT OF THE CLEORA TRACTS; THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID COUNTY ROAD THE FOLLOWING: FIRST SOUTH 59° 48'59" EAST 319.58 FEET; THENCE SOUTH 52°12'19" EAST 551.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 70°19'25", A RADIUS OF 210.0 FEET AND A CHORD WHICH BEARS SOUTH 17°02'36" EAST 241.87 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 18°07'06" WEST 434.96 FEET AND THENCE SOUTH 11°17'49" WEST 215 FEET, MORE OR LESS, TO THE CENTER THREAD OF THE ARKANSAS RIVER; THENCE LEAVING SAID COUNTY ROAD BOUNDARY, WESTERLY AND NORTHWESTERLY ALONG THE CENTER THREAD OF SAID RIVER A DISTANCE OF 2402 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PAPP PROPERTY AS DESCRIBED IN RECEPTION NO. 343453 OF SAID COUNTY RECORDS; THENCE SOUTH 89°10' EAST 435 FEET, THENCE NORTH 24°30' WEST 379.96 FEET; THENCE NORTH 89°10' WEST 263 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID PAPP PROPERTY, BEING A POINT ON THE CENTER THREAD OF THE ARKANSAS RIVER; THENCE NORTHERLY ALONG THE CENTER THREAD OF SAID RIVER 22 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THE CITY OF SALIDA PROPERTY AS ORIGINALLY DESCRIBED IN BOOK 286 AT PAGE 53 OF THE CHAFFEE COUNTY RECORDS; THENCE SOUTH 86°30'19" EAST ALONG THE NORTH BOUNDARY OF SAID CITY TRACT 132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF, BEING COMMON WITH THE NORTHWEST CORNER OF THE CITY OF SAUDA TRACT AS DESCRIBED IN BOOK 441 AT PAGE 742 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARIES OF SAID CITY TRACT AS DESCRIBED IN BOOK 441 AT PAGE 742 THE FOLLOWING: FIRST SOUTH 87°58'19" EAST 135.00 FEET; THENCE SOUTH 24°30'09" EAST 250.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1272.5 FEET AND A CHORD WHICH BEARS SOUTH 29°13'24" EAST 209.45 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 209.69 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°56'38" EAST 94.61 FEET; AND THENCE SOUTH 39°52'38" WEST 139.02 FEET TO THE SOUTHERLY-MOST CORNER OF SAID CITY TRACT AS DESCRIBED IN BOOK 441 AT PAGE 742, AND BEING COMMON WITH THE NORTHERLY-MOST CORNER OF THE CITY OF SALIDA TRACT DESCRIBED IN BOOK 462 AT PAGE 334 OF SAID COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT DESCRIBED IN BOOK 462 AT PAGE 334 AND ALONG THE NORTHEASTERLY BOUNDARY OF THE CITY OF SALIDA TRACT AS DESCRIBED IN BOOK 462 AT PAGE 336, THE FOLLOWING: FIRST ALONG THE ARC OF A CURVE A DISTANCE OF 39.8 FEET, SAID CURVE HAVING A RADIUS OF 547.5 AND A CHORD WHICH BEARS SOUTH 50°07'21" EAST 39.79 FEET; AND THENCE SOUTH 52°12'19" EAST 90.0 FEET TO THE POINT OF BEGINNING, CONTAINING 26.4 ACRES, MORE OR LESS.

OCTOBER 1, 2018



REZONING & CONCEPTUAL RV PARK REPORT

CITY OF SALIDA, COLORADO

JOE DELUCA
Crabtree Group Inc.
Salida, Colorado
Project No. #18054



719.539.1675
719.221.1799

325 D Street, P.O. Box 924, Salida, CO 81201
crabtreegroupinc.com

Contents

1 Executive Summary 1

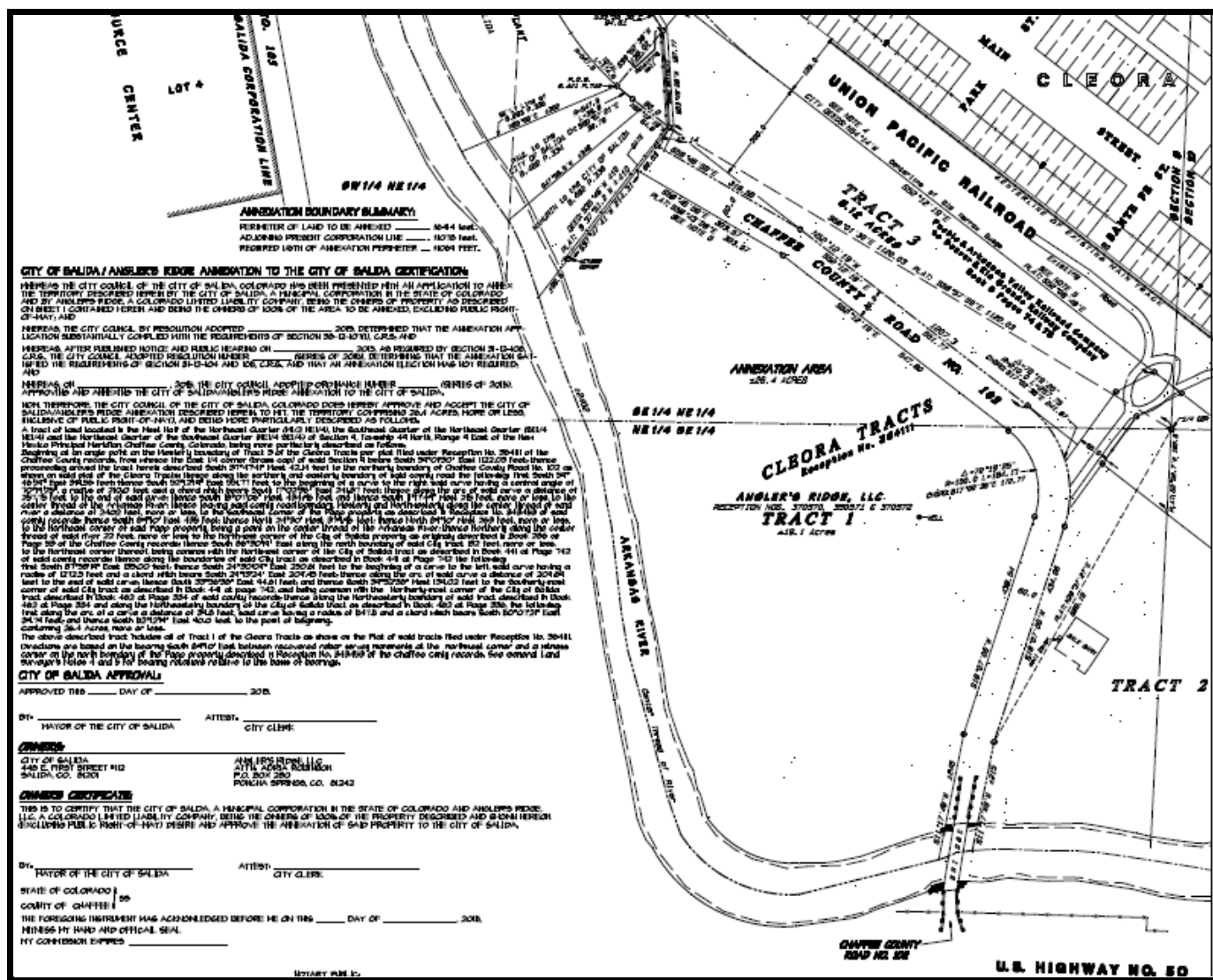
2 Re-zoning Application..... 4

3 Recreational Vehicle Park Concept 7

4 RV Code Reference Section 11

1 EXECUTIVE SUMMARY

The subject property is the owned by Sprout Tiny Homes, LLC and was annexed in 2015. The parcel is Tract 1 of the Cleora Tracts Plat, Assessor Parcel No. 380709100061. The Annexation is the City of Salida/Angler's Ridge Annexation. This annexation annexed the Papp property on the west side of the river and three City properties incorporating the wastewater treatment plant.



Annexation Map

The property was zoned Residential Mixed Use to accommodate a restaurant, IBC manufactured home rental community and a storage unit complex for the residents of the rental community.



Sprout Tiny Homes Planned Development

A Planned Development zoning overlay was submitted and approved to allow 200 tiny home IBC Manufactured Housing units in the rental community. The PD overlay approved manufactured homes similar to an R4 zone. The PD also approved the restaurant and storage unit use. The PD was approved by Planning Commission and Council, but the applicant did not complete a development agreement and the PD Plat was not signed or filed by the City.

A brief outline of the previous Planned Development:

- 100 One-bedroom IBC Manufactured Homes
- 100 Two-bedroom IBC Manufactured Homes
- 1 50-seat Restaurant
- 1 Community Building
 - Management Office
 - Laundry
 - Catering Kitchen
 - Exercise Room
 - Community Room

- 96 Storage Units
- CR 102 as the only City Street
- County maintained ownership of the CR 102 Bridge
- CDOT access permit obtained and filed with County as Owner with no highway improvements required.
- 1,320-foot trail easement to be dedicated along the river along with a fishing easement in trade for open space in lieu of fees.
- Internal streets to be private and privately maintained.
- City water and sewer.
- Private sewer lift station required.
- 12.5% of the 133 long term rental units to be affordable rentals; 15 units @ 80% AMI and 2 @ 65% AMI.

The developer was unable to obtain financing for the project or financial partners. The land was put up for sale.

The current applicant has a purchase agreement on the property contingent on a rezoning to R4 and intends to submit a development application for a Recreational Vehicle Park.

This application includes a rezoning from RMU to R4 Manufactured Housing Residential District rezoning and a conceptual review for a Recreational Vehicle Park. Recreational Vehicle Parks are an allowed use per Table 16-D of the zoning.

A future zoning and subdivision application may be submitted at a later date for the storage units shown in the RV concept plan.

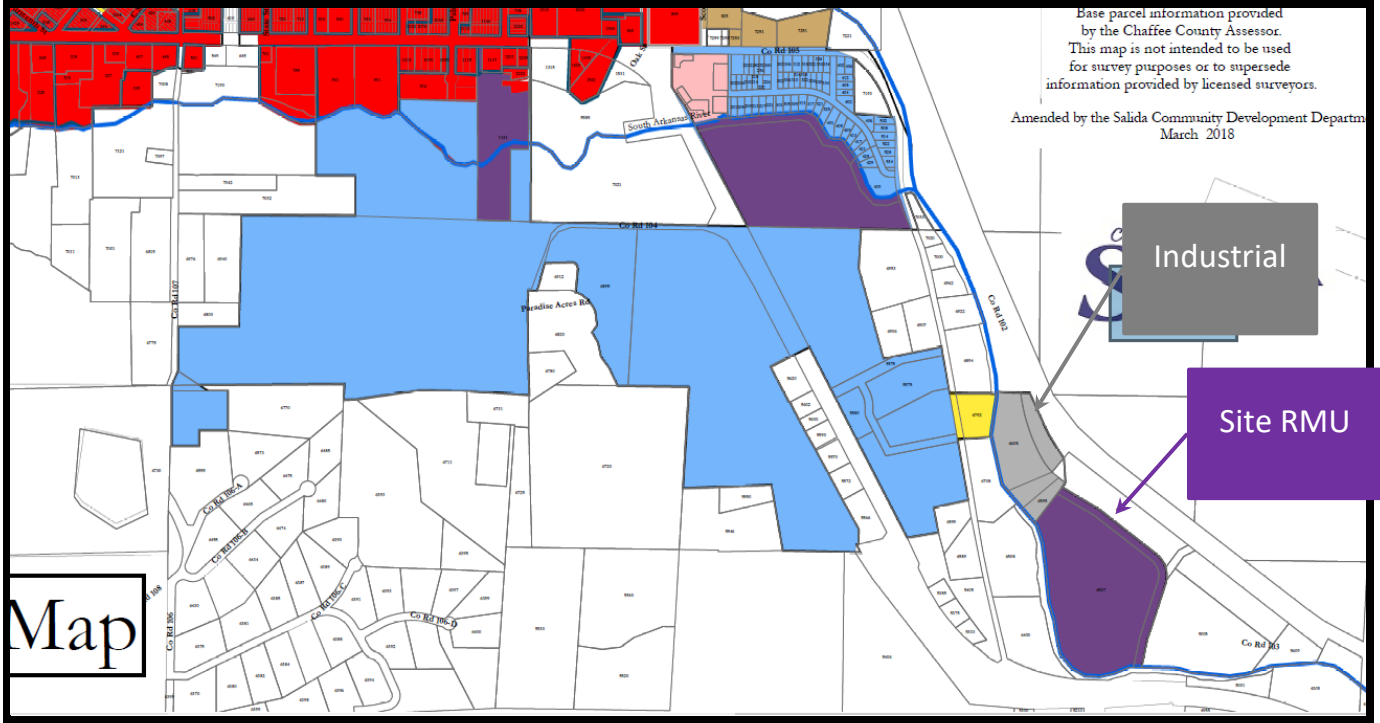
2 RE-ZONING APPLICATION

The request is to rezone the parcel from the currently zoned Residential Mixed Use (RMU) to Manufactured Housing Residential (R-4).

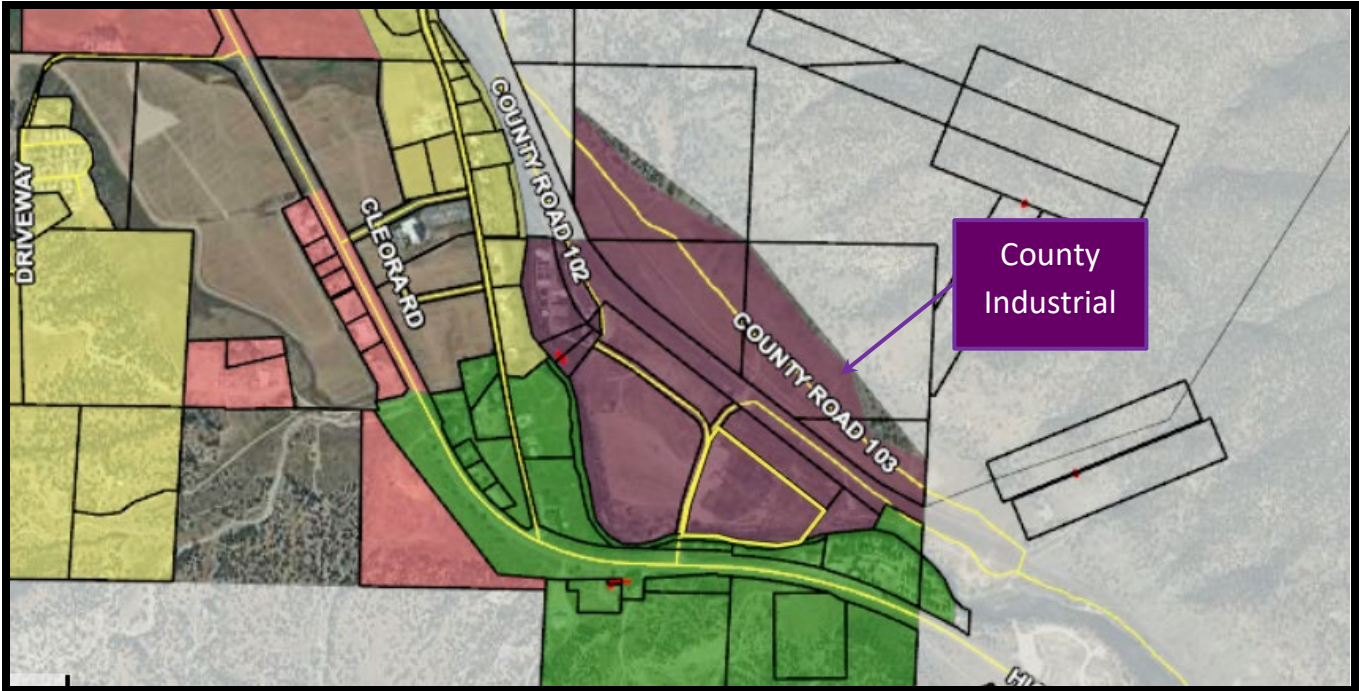
The purpose of the rezoning request is to change the zoning to fit the proposed use of a Recreational Vehicle Park. Recreational Vehicle Parks are an allowed use in the R4 zone with a Limited Impact Review.

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	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	Standards¹
Residential Uses									
Recreational vehicles – long term occupancy	N	N	N	AR	N	N	AR	N	Sec. 16-4-190 (i)
Recreational vehicle parks	N	N	N	LR	N	N	LR	N	Sec. 16-4-190(e)
Industrial Uses									
Warehouses, enclosed storage and truck terminals	N	N	N	N	N	N	LR	P	

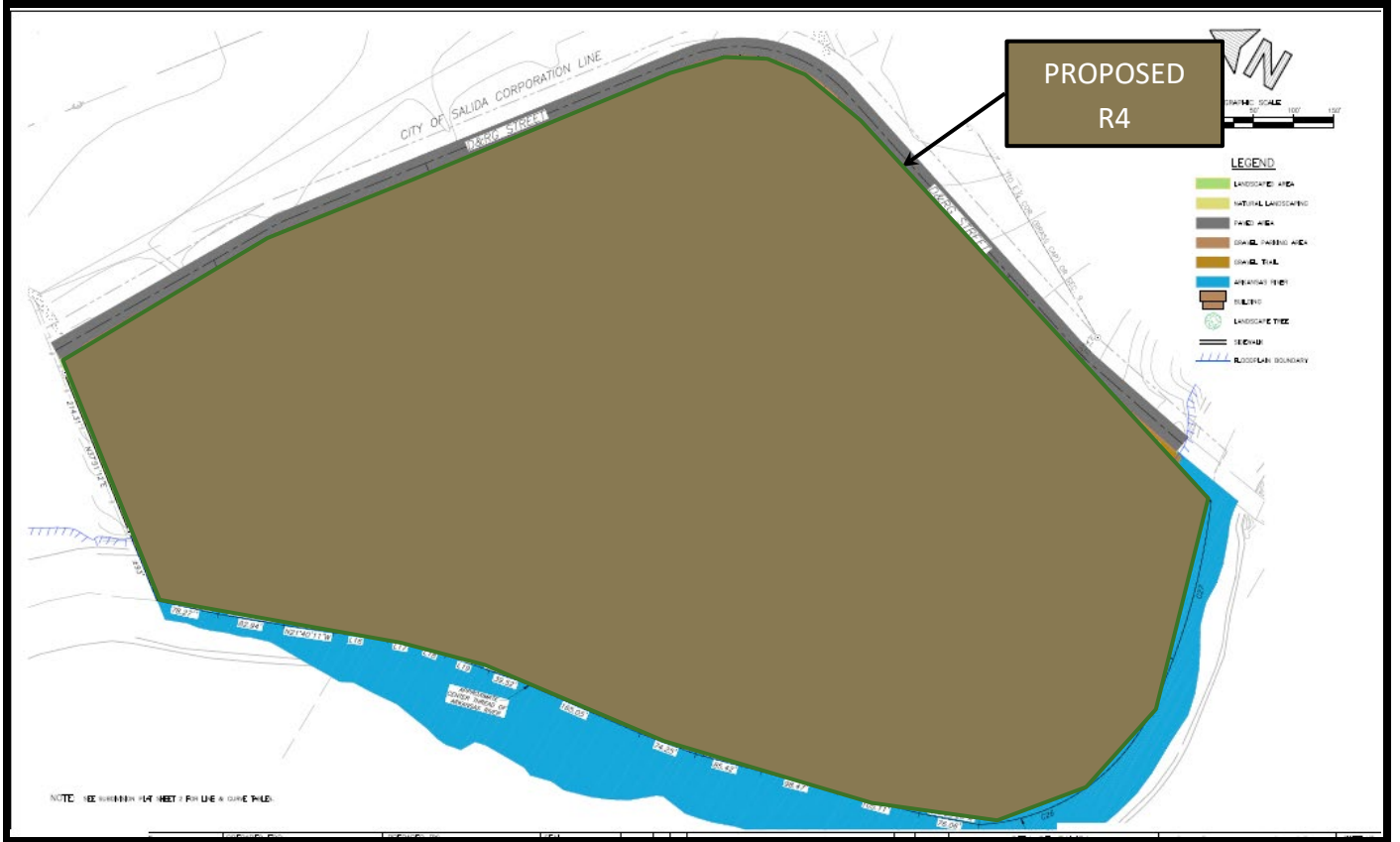
The site is located on CR105 on the east side of the river between the City Municipal Sewer Plant (Zoned City Industrial) and is surrounded on two sides by County Industrial zoned land. The site was previously zoned County Industrial prior to the annexation. The location is remote from City residential areas and is readily accessible directly by U.S. Highway 50.



City Zoning Map



County Zoning Map



REQUESTED ZONING

3 RECREATIONAL VEHICLE PARK CONCEPT

The development concept is a high quality Recreational Vehicle Park with excellent amenities and service to attract a portion of the RV travel business that is underserved in Chaffee County.

The area within 3 miles of the City of Salida is under served with available Recreational Vehicle spaces.

Four Seasons RV Park in the same area as this application has 67 sites and is fully booked during the peak season months. This park located in unincorporated Chaffee County. A high percentage of the spaces are rented for the season.

Eastside Park appears to cater to long term Mobile homes, and Park Models and is the only park that shows up in internet listings in the City Limits.

The community would benefit by capturing a larger segment of the RV market if more sites were available in the area near the City. RV visitors would generate sales tax as do all tourists.

The location is well suited to an R4 use and an RV park as it is accessible without causing any traffic congestion on City Streets. The site is on the River and has great views of the mountains.

The intent is to only rent RV spaces to owners of Trailers, Motorhomes, Park Models or Tiny Homes on wheels, which are classified as RVs.

The RV concept makes use of the general layout plan from the Sprout Tiny Home design for interior roads, storage unit site, riverside trail, park area and service building.

The Recreational Vehicle spaces will meet or exceed the City Standards. The intent of the concept is to provide nightly, weekly, monthly, seasonal and annual rentals of RV spaces. The purpose of the annual rentals is to allow clients to purchase a park model for a site and skirt the park model for four seasons use. This is very common in Recreational Vehicle Parks around Colorado. For example, Four Seasons has four Park Models which they rent year-round.

Code Section 16-4-190e requires a minimum site size of 10-foot-wide x 30 foot deep. Typical sites for this premium RV Park will be 30 - 40 feet wide and 35 to 60 feet deep.

A development concept is attached.



Park Model Exterior

10/1/2018



Park Model Interior

10/1/2018



RV Site

10/1/2018

4 RV CODE REFERENCE SECTION

Section 16-4-190e

Sec. 16-4-190. Review Standards Applicable to Particular Uses.

- (e) Recreational Vehicle Park. A recreational vehicle park shall comply with the standards of the underlying zone district, except as otherwise specified herein. **RV parks are allowed in the R4 Zone.**
- (1) Minimum Park Size. A recreational vehicle park shall be developed and operated on a site of at least three (3) acres. **The proposed site is 18.45 acres.**
- (2) Minimum Space Size. Each recreational vehicle unit space shall contain a surfaced area of not less than ten (10) feet by thirty (30) feet. Surfacing shall consist of asphalt, concrete or not less than four (4) inches of gravel, with edging required. A recreational vehicle shall be parked in its entirety on the surfaced area. **The space sizes will be a minimum of 30 feet wide by 45 feet long exceeding the standard. The pads will meet the surfacing requirements.**
- (3) Minimum Setbacks for Recreational Vehicles. The minimum setback requirements for all permanent structures and recreation vehicles shall be as follows:
- a. Perimeter. A minimum of fifteen (15) feet from all boundaries of the park. Recreation Area. **Will meet this standard.**
- a. Minimum standard. A usable area amounting to not less than ten percent (10%) of the gross area of the park shall be designated and improved by the developer for recreation use. The recreation area shall not include any area designated as a roadway, unit space, parking area or storage area, and shall be conveniently located and free from all natural hazards. The recreation area shall count toward the minimum landscape area standard of the underlying zone district. **The park areas on the site will meet this standard.**
- b. Assurances. As part of the application for the recreational vehicle park, the developer shall submit assurances acceptable to the City that the recreation area will be improved in a timely way so as to be suitable for active recreation use in accordance with the approved plan and adequately maintained for as long as the park is in existence.
- (5) Landscaping. Landscaping shall be required for an area amounting to not less than fifteen percent (15%) of the gross area of the park. The landscape area may include the recreation area and common landscape areas, and shall include a landscape area provided within the required perimeter setback to effectively screen or buffer the park from surrounding properties. The required landscape area shall comply with Section 16-7-40 of this Chapter. **The landscaping plan will comply with the code requirements.**
- (6) Utilities Installation and Connection.
- a. Code compliance. Utility installations and connection taps shall be installed to comply with all state and local regulations and codes. Electrical installations shall comply with all state and local electrical codes.
- b. Underground. All utilities, except major power transmission lines, shall be placed underground.
- c. Lighting. Adequate lighting shall be provided in compliance with the standards of Section 16-7-60 of this Chapter.
- (7) Fire Protection. Every recreational vehicle park shall be equipped at all times with fire extinguishing equipment in good working order of such type, size and number and so located within the park as prescribed by the Fire Marshal, with reference to the City's fire code. Fire hydrants shall be installed to comply with City standards and fire codes.
- (8) Roadways and Walkways.
- a. Private. Internal roadways and walkways within the recreational vehicle park shall be privately owned, built and maintained, and shall be designed for safe access to all spaces, parking areas, service buildings and recreation areas.
- b. Entrance. The entrance to the recreational vehicle park shall be from a public road. The entrance shall not be located closer than one hundred fifty (150) feet to any public street intersection, shall be a minimum of thirty (30) feet in width, and shall be designed to comply with minimum American Association of State Highway and Transportation Officials (AASHTO) standards. **Roadways will comply with the standards.**
- (9) Location of Unit.

- a. Obstruction prohibited. No recreational vehicle shall be parked so that any part of such unit will obstruct any roadway or walkway in a park.
- b. Locating on approved space. No unit shall be occupied in a park unless the unit is located on an approved unit space.
- (10) Dump Stations. Dump stations may be installed, in accordance with City specifications. **As all spaces will be full hook up, there will not be a dump station.**
- (11) Refuse and Garbage. Every four (4) recreational vehicle spaces shall have provided one (1) container for trash and garbage and a rack or holder at a permanent location for the same. Trash and garbage containers shall be located within one hundred (100) feet of any unit space they serve. **Trash containers will be in compliance.**
- (12) Service Building. A service building shall be installed in all recreational vehicle parks. The number and type of facilities required to be contained in the building shall be as shown in Table 16-C. The service building shall also meet the following standards: **The community building on the plan will meet the standards below**
 - a. Private compartments. Each water closet, bath or shower shall be in a private compartment and shall meet the requirements of the City's plumbing code.
 - b. Sound-retardant wall. A sound-retardant wall shall separate the toilet facilities for each sex when provided in a single building.
 - c. Utility sink. A minimum of one (1) utility sink shall also be provided for disposal of liquid wastes and for clean-up and maintenance of the service building.
 - d. Construction. The service building shall be of permanent construction and be provided with adequate light, heat and positive ventilation in shower and bathing areas. Interior construction of the service building shall use cleanable, moisture resistant materials on walls, ceilings and floors, and use slip-resistant materials on floors.
 - e. Openings screened. All windows, doors or other openings shall be screened to keep out insects.
 - f. Plumbing. All plumbing shall conform to the most recently adopted version of the building code and the local plumbing code. Hot and cold running water shall be provided in the service building.
 - g. Telephones. At least two (2) public telephones shall be provided at the service building.

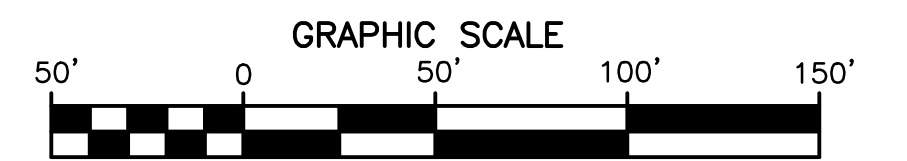
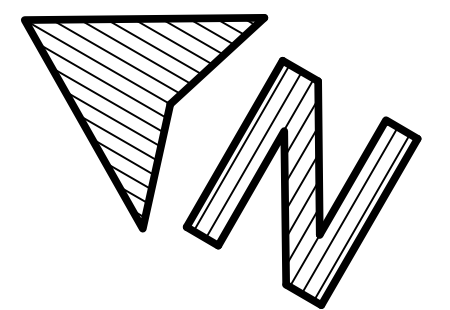
Section 16-4-190 i Recreational Vehicles. This section does not apply to RV Parks, it applies to residential and commercial properties not approved for an RV Park

(1) Except as otherwise provided for in this section, recreational vehicles may be occupied for residential or commercial use for no more than five (5) days on private property within a thirty (30) day period. Otherwise, recreational vehicles shall be used for human occupancy only when permitted as a conditional use in accordance with this Chapter or when located within a lawful mobile home park or recreational vehicle park. Occupancy of a recreational vehicle for commercial or residential use in excess of this limit shall be deemed a long-term occupancy of such vehicle and shall only be permitted as a conditional use in designated zone districts in accordance with the standards of such underlying zone district and as specified herein.

- (2) Long-term occupancy of recreational vehicles for residential or commercial use shall only be permitted as a conditional use in accordance with Tables 16-D, respectively, if the following standards are met.
- a. The recreational vehicle proposed for long-term occupancy must be located on a previously established mobile home site.
 - b. All long-term occupancy recreational vehicles shall have a minimum square footage of one hundred twenty (120) square feet and hard-sided exteriors. No soft-sided exteriors shall be permitted.
 - c. The minimum setbacks for long-term occupancy recreational vehicles shall meet the standards for a primary structure in the underlying zone district.
 - d. Each long-term occupancy recreational vehicle shall count towards one unit of a lot's allowed density. Long-term occupancy recreational vehicles shall not exceed the permitted density for any lot.
 - e. Long-term occupancy recreational vehicles shall be separated from each other and from other structures by at least ten (10) feet. Any accessory structure such as attached awnings or carport shall be considered part of the recreational vehicle for purposes of this requirement.
 - f. Landscaping shall be installed to meet the underlying zone district standards in compliance with Section 16-8-90 of this Chapter.
 - g. Utility installations and connection taps shall be installed to comply with all state and local regulations and codes. Electrical installations shall comply with all state and local electrical codes. All utilities, except major power transmission lines, shall be placed underground.
 - h. Lighting. Adequate lighting shall be provided in compliance with the standards of Section 16-8-100 of this Chapter.
 - i. Water and wastewater fees and charges shall be paid in compliance with Chapter 13 of this Code.
 - j. Only one access shall be granted to a site with long-term occupancy recreational vehicles. The access point must be from an alley where alley access is available.
 - k. Parking. One additional parking space for every recreational vehicle shall be provided in compliance with Section 16-8-80 of this Chapter.
 - l. Every long-term occupancy recreational vehicle shall be equipped at all times with fire extinguishing equipment in good working order of such type, size and number and so located as prescribed by the Fire Marshal, with reference to the City's standards and fire codes.

RIVER VIEW AT CLEORA SKETCH PLAN

SALIDA, CO
OCTOBER, 2018



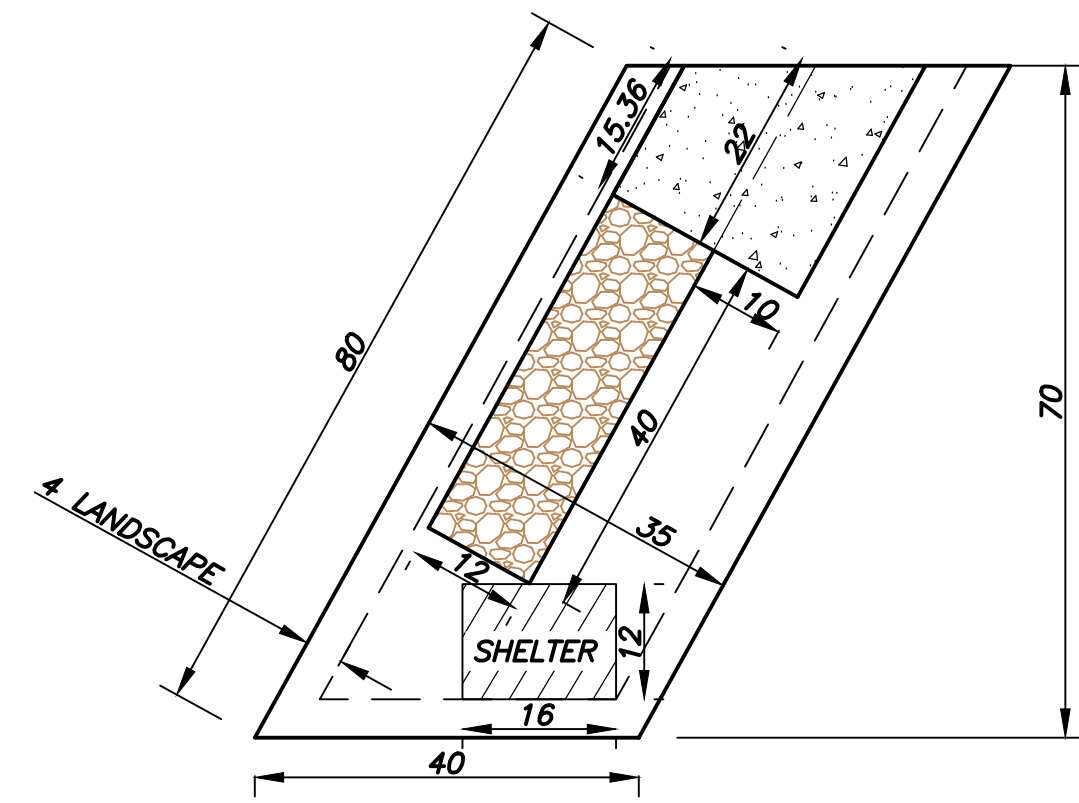
LEGEND

- PAVED AREA
- GRAVEL TRAIL
- ARKANSAS RIVER
- SIDEWALK
- FLOODPLAIN BOUNDARY
- RIGHT OF WAY
- PROPERTY BOUNDARY
- 6994 EXISTING CONTOUR

PREPARED BY:

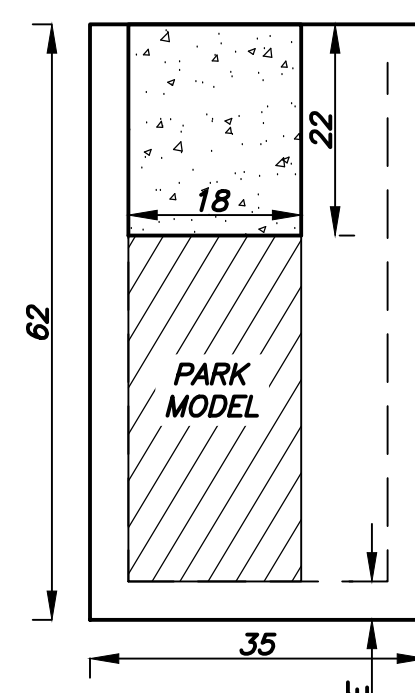
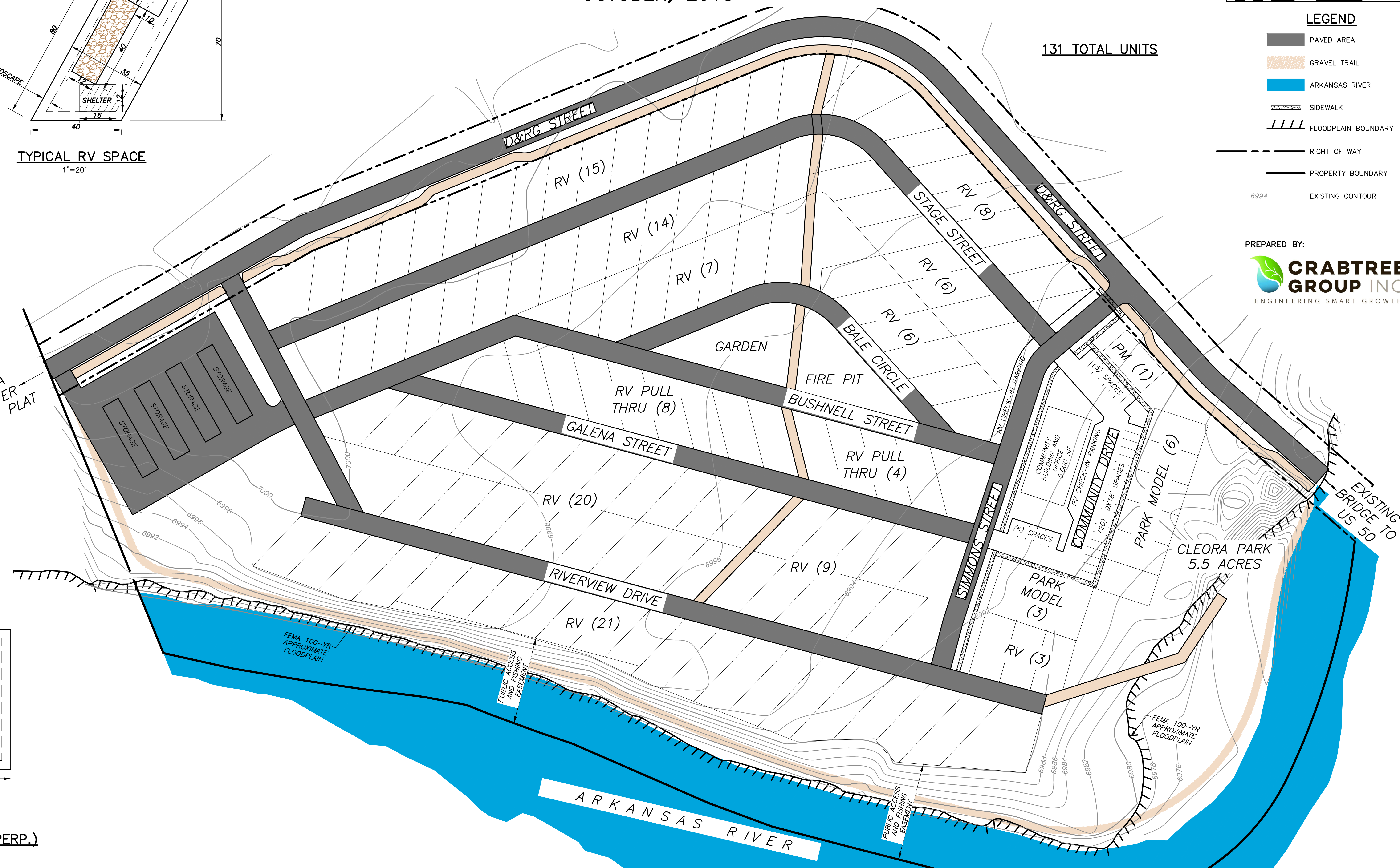


131 TOTAL UNITS



TYPICAL RV SPACE
1"=20'

TO SALIDA
WASTEWATER
TREATMENT PLANT



PARK MODEL (PERP.)
1"=20'

EXISTING
BRIDGE TO
US 50

CLEORA PARK
5.5 ACRES

ARKANSAS RIVER

From: [Joe DeLuca](#)
To: [Kristi Jefferson \(kristi.jefferson@cityofsalida.com\)](#); [Glen Van Nimwegen \(glen.vannimwegen@cityofsalida.com\)](#)
Cc: [Brian Morrison \(brian@tkmorrison.com\)](#); [Bill Hussey](#); [Tracy Vandaveer](#); [Paul Crabtree](#)
Subject: Proposed revised Annexation Agreement for Sprout
Date: Thursday, January 17, 2019 8:34:36 AM
Attachments: [Angler"s Ridge Proposed Changes.docx](#)

Kristi and Glen,

Attached is a proposed revision for the Annexation Agreement for Sprout. It is in word with tracked changes. If the tracked changes do not show up turn on track changes and show mark-up.

Our goal was to maintain as much as possible of the original annexation agreement as possible, such as the river trail, etc.

Our intent is to maintain the 12.5% affordability. The challenge is there is not published data to set pricing an RV space, so here is what we are proposing. The RV spaces for the 12.5% affordability would be priced at the same discount percentage as one bedroom or studio rental housing (similar square footage as a RV trailer). So if the average market rate for a single bedroom is \$1200. Per month and the housing tables show it should rent for \$792 @ 80% ami which is a 33% reduction from market then the RV park would rent the space on a yearly lease at a 33% discount from its published rates. We would also agree that the rental rate could not exceed the \$792 per month.

We would maintain the 2 units at 65% AMI with a similar calculation. So if we have 150 RV spaces for example there would be 19 affordable units, 17 at 80% ami and 2 at 65% ami. Maintaining the 2 units at 65% ami even though Sprout was 200 units.

I discussed this with Becky Gray and she thought it was a reasonable way to set the prices based on published Colorado Affordable housing data for our area.

I believe for someone who owns a camper trailer, an RV park could be in the same range of affordability as a large Multi-family (32 units or greater) single bedroom or efficiency annual lease. Also shorter term leases would be available at monthly, and ½ year rates which provides something that is not available currently in housing. This works well for contractors, contract nurses, etc. that don't need an annual lease. To my knowledge no one wants to do short term leases in this area because they can fill their spots with annual leases. So this project fits a niche for transitional workers, part time workers, individuals that own a camper trailer or other RV type unit that currently is not fulfilled.

It is my opinion that the more we fulfill the full range of housing types (wider diversity of housing types) the more positive impact there will be on the housing shortage.

In the 1970's and 1980s RV parks and mobile home parks provided a significant number of homes for low wage earners, as we have gentrified the valley we have eliminated some of the housing type diversity.

Item of interest, in California they are actually considering placing tiny homes, camper trailers and park models in parking lots at the larger tech employers to solve their housing crisis

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of March, 2016, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (hereinafter "City"), and Sprout Tiny Homes, LLC (hereinafter "Owner").

WITNESSETH:

WHEREAS, in October, 2016, Owner filed an Annexation Petition with the Salida City Clerk requesting that the Salida City Council commence proceedings to annex to the City a certain unincorporated tract of land located in the County of Chaffee, State of Colorado, known as the Angler's Ridge Annexation and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City and Owner 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; and

WHEREAS, the City Council held a duly noticed public hearing to consider annexation of the Property on February 2, 2016, and on February 2, 2016 annexed the Property by Ordinance No. 6, Series of 2016, and zoned the Property with the Residential Mixed Use (RMU) zone district by Ordinance No. 9, Series of 2016.

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 Owner agree as follows:

1. Purpose. The purpose of this document as an Annexation Agreement is to set forth the terms and conditions of the annexation, zoning, and development of the Property. Moreover, the parties agree and acknowledge that it is their intent that this Agreement shall be enforceable as an annexation agreement, and that Owner waives any objection to the enforcement of this document as a contractual obligation consistent with annexation agreements. Thus, this Agreement is intended to provide a contractual relationship between the City and Owner to ensure compliance with all requirements contained herein, including, but not limited to restrictions upon the zoning of the Property stated herein. All conditions herein are in addition to any and all requirements of the City of Salida Municipal Code (hereinafter the "Code") and any and all state statutes.

2. Binding Effect.

a. This Agreement shall be binding upon and inure to the benefit of the City, Owner, and any party succeeding to any interest of Owner in and to the Property. The obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein) that run with the land following approval shall be limited to those set forth herein or in any other development approval document, and any exhibits or attachments thereto.

- b. This Agreement and any other agreement(s) between the City and Owner may be enforced, amended, modified, removed, or released only by the City, Owner, and any party succeeding to any interest of Owner in and to any part of the Property.

3. Development Proposal. The Salida Planning Commission on January 12, 2016, recommended zoning of Residential Mixed Use (RMU) and subject to conditions stated in the Planning Department's staff report regarding the application. At its February 2, 2016 meeting, the City Council approved zoning of the Property as Residential Mixed Use (RMU). Nothing in this Agreement shall be construed or interpreted 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 its own motion or in response to a zoning petition.

4. Utility 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 ordinances and policies of the City. Water and sewer service are available on a "first come, first served" basis, and the availability of such services is determined at the time application therefor is made. Limitations upon the availability of City utility service may exist from time to time. The Property shall be 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.

- a. Water and Sanitary Sewer Service. The City shall provide water and sanitary sewer 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 of the City's water and wastewater utilities in the Salida Municipal Code, as now or hereafter constituted.
- b. 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.
- c. 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.
- d. 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.
- e. Transportation Services. The City shall maintain duly dedicated and accepted public streets and roads within its municipal boundaries which serve the Property, both on and off-site, upon the same basis as such services are provided to other properties within the City.

5. Fees, Dedications, and Improvements for the Proposed Development of the Property. Owner agrees to pay to the City the fees in the amounts and times set forth below:

- a. Processing Fees. All fees and costs hereto incurred by the City, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and subdivision review of the Property by the City, including recording fees, and any and all other out-of-pocket costs incurred by the City shall be paid by Owner. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. 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.
- b. Fees as a Condition of Annexation. Any fees that may be required by this Agreement and the Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval, and to any future lot owners, both as provided for in Paragraph 2 above.
- c. Owner shall dedicate public access for a river trail along the bank of the Arkansas River twenty-five (25) feet in width from the ordinary water line from the upstream Property boundary to the downstream Property boundary of approximately 1,650 feet in length. The Owner shall connect said trail to County Road 102 at two points, one on the upstream end and one at the downstream end. Said trail and connections shall be eight (8) to ten (10) feet wide and constructed from a durable crusher fines or similar gravel material on a compacted base. The Owner agrees to construct said trail and connections prior to the build-out of sixty (60) percent of the residential units. The dedication of the river trail shall be considered an extraordinary contribution and fulfill the requirements for public land dedication.
- d. Owner shall provide for, construct, and maintain on the Property a minimum of 2.4 acres of private park space appropriate for the continuous use and enjoyment of all residents, whether tenants or owners, on the Property. Owner shall maintain such park space to levels typical of frequently used public open spaces, and in keeping with best health and safety practices. The City shall have the right but not the affirmative or binding duty, to enter onto the Property, with ten (10) days prior notice, to correct or maintain the condition of such park space. In the event the City undertakes such correction or maintenance, Owner shall pay the actual costs of such correction or maintenance activity plus ten percent (10%) within thirty (30) days of billing.

- e. The Owner shall pay in lieu of land dedication or conveyance for a public school facility an amount of three hundred fifty-four dollars (\$354.00) per residential dwelling unit. The Owner may elect for such amount to be paid by the owner of a particular lot and /or unit at the time a residential building permit is obtained.
- f. The Owner shall dedicate public utility easements for all City water and sewer mains in the development.
- g. The City shall allow one (1) three-quarter ($\frac{3}{4}$) inch commercial water tap for every six (6) units, and each bedroom shall constitute a "unit", without laundry facilities. The Owner takes full responsibility for pressure and flow considerations. This allowance is only valid if the Property is under single ownership and water and service fees are paid by the Property Owner. Should the Property be later subdivided, converted to condos, townhomes or for sale lots, each unit will be required to purchase water and sewer taps.
- h. The City shall negotiate a 10 year utility cost sharing reimbursement agreement for adjoining properties connecting into the water and sewer force mains extended by this annexation.
- i. Interior streets shall be privately owned and maintained and built to City of Salida design standards, including a minimum sixty (60) foot wide right-of-way. The Owner or future owner(s), whether a single entity, representative H.O.A., or any other form of entity, shall privately maintain interior streets in perpetuity. Owner shall maintain such streets in good and safe condition, and in keeping with best practices for road maintenance. The City shall have the right but not the affirmative or binding duty, to enter onto the Property, with ten (10) days prior notice, to correct or maintain the condition of such interior streets. In the event the City undertakes such correction or maintenance, Owner shall pay the actual costs of such correction or maintenance activity plus ten percent (10%) within thirty (30) days of billing.
- j. All interior streets shall be comprised of two (2) eleven (11) foot wide travel lanes, and back in angled parking shall be allowed. No curbs or gutters shall be required. Parking spaces may be constructed of a permeable surface, such as compacted crusher fines of similar material, as long as parking is properly designated with parking stop blocks or other methods acceptable to the City. The street and parking right-of-ways shall be designated as non-exclusive public utility easements for water, sewer, electric, gas, phone, cable, etc.
- k. Internal Streets within the Property shall have dedicated public utility easements. The streets will be privately maintained by the Owner or current ownership. The City will not be responsible for maintenance, replacement, or snow removal of streets and appurtenances.
- l. The City shall accept, upon final completion and inspection by the City, all water mains, gravity sewer mains, and sewer force mains following a one (1) year warranty period, during which time Owner shall be responsible for any and all operational and maintenance requirements as well as any and all defect repairs.

- m. In the case of underground utility repairs, the City shall complete the asphalt patches resulting from the repair to the City standards for asphalt patching in force at the time of the repair and shall have no liability for any other street repairs or improvements as a result of the utility repair.
- n. The City will accept, upon final completion and inspection by the City, the sewer lift station following a one (1) year warranty period, during which time Owner shall be responsible for any and all operational and maintenance requirements as well as any and all defect repairs. Following the warranty period, the Owner or future owner(s), whether a single entity, H.O.A., or any other form of entity, shall pay the City an annual operations maintenance and replacement fee of \$6,000.00 per year in addition to monthly sewer service fees.
- o. The City will allow a temporary manufacturing facility for the purpose of constructing Tiny Homes located within the development. The temporary manufacturing facility will generally be located adjacent to County Road 102 and the Wastewater Treatment Facility. The temporary manufacturing facility shall be allowed for a period of five (5) years starting on the date the building permit for said temporary manufacturing facility is approved. At the end of the 5 year period the use of the temporary manufacturing facility for construction shall cease and the facility removed.
- p. The Owner will improve and asphalt D&RG Drive (CR102) from the Bridge to the Wastewater Treatment Gate. The improvements shall include a sixty (60) foot right-of-way with two (2) eleven (11) foot travel lanes, a two (2) foot gravel shoulder and seventeen (17) foot bioswale on the east side of the road for drainage and snow storage. Adjacent to the development the improvements shall include an eight (8) foot parallel parking area and eleven (11) foot wide public trail.
- q. The City will accept the annexed portion of CR102 (D&RG Drive) as a City maintained street.
- r. The Owner will stub 8 inch water main and 4 inch sewer force main utilities across D&RG Drive to provide future connection to adjoining properties with the condition of a ten year prorated utility reimbursement, not to exceed 50% of the cost of construction, by the connecting properties for the extension completed by the Owner.
- s. The Owner agrees to the condition that no more than 1/3rd of the total number of rental units may be short term rentals (less than 30 days).
- t. The Owner volunteers and agrees that twelve and one-half percent (12.5%), rounded to the nearest whole number, of the long-term rental units shall be restricted and rented to qualifying individuals based upon the most recently published Colorado Housing and Finance Authority Income and Rent Tables for Colorado Counties. Maximum rents for the rent-restricted units shall be determined by the number of bedrooms in each unit, with two (2) efficiency units rented to individuals who earn sixty-five percent (65%) of the Chaffee County Area Median Income ("AMI") and the remaining units of the twelve and one-half percent (12.5%) rented to individuals who earn eighty percent (80%) of the Chaffee County AMI. Those units rented at eighty percent (80%) of AMI shall be a representative mix of

unit sizes found throughout the Property development. The Owner shall provide an annual report to the City Council showing compliance with these requirements. Should no applicant qualify for the rent-restricted units, the units may be rented for six months and then be returned to the rent-restricted pool of twelve and one-half percent (12.5%).

- u. The Owner agrees to pay occupancy tax and sales tax as required by the latest adopted City Codes for short term rentals and comply with any and all adopted regulations.
- v. Site lighting will be “dark sky compliant”, non-grid connected solar lighting.
- w. The existing well shall be limited to non-domestic use.
- x. The Owner shall add a note to the annexation plat and Planned Development documents informing future tenants, owners, and/or interested parties that the project is located adjacent to the City of Salida Wastewater Treatment Plant and that objectionable odors and/or dust may exist from time to time. Additionally, the Owner shall inform tenants and potential tenants, in writing, or by way of lease documents, that the project is located adjacent to the City of Salida Wastewater Treatment Plant and that objectionable odors and/or dust may exist from time to time.

6. Zoning. Owner desires and consents to Residential Mixed Use (RMU) zoning for the Property as set forth in Ordinance No. 9, Series of 2016. Upon annexation and zoning of the Property, the Property shall be subject to and adhere to all zoning regulations of the City that are applicable to the Property, including as described in Paragraph 7 below, as they may be amended, and any non-conforming uses on the Property shall cease and desist within one (1) year from the date of annexation. In that one (1) year period, there shall be no expansion of any non-conforming uses.

7. Planned Development Overlay Zone. Owner or future owner(s), whether a single entity, representative H.O.A., or any other form of entity, shall develop a Planned Unit Development (“PUD”) zone district suitable for the Property as approved of by the City and required by the City Code. No other development of the Property shall commence without approval of such PUD without the parties’ mutual execution of an amendment to this Agreement.

8. Breach by Owner; City Remedies. In the event of a material breach of any of the terms and conditions of this Agreement by Owner, the City may take any action necessary or appropriate, including:

- a. The refusal to issue any building permit or Certificate of Occupancy to Owner; provided, however, that this remedy shall not be available to the City until after the affidavit described in subparagraph b., below, has been recorded; provided further this remedy shall not be available against a bona fide third party;
- b. The recording with the Chaffee County Clerk and Recorder of an Affidavit, approved in writing by the City Attorney and signed by the City Administrator or her designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next regularly scheduled City Council meeting, the City

Council shall either approve the filing of said affidavit or direct the City Administrator to file a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold until the default has been cured; an affidavit signed by the City Administrator or her designee and approved by the City Council stating that the default has been cured shall remove this restriction and be sufficient evidence when recorded that the default has been cured;

- c. A demand that any security given for completion of the public improvements be paid or honored;
- d. The refusal to allow further development review for the Property; or
- e. Any other remedy available in equity or at law.

Unless necessary to protect the immediate health, safety, and welfare of the City, the City shall provide Owner ten (10) days' written notice of its intent to take any action under this paragraph, during which 10-day period Owner may cure the breach described in said notice and prevent further action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether Owner has undertaken reasonable steps to timely complete the cure if additional time is required. Furthermore, unless and until an affidavit as described in subparagraph b., above, has been recorded with the Chaffee County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

9. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the City to impose conditions on Owner as set forth herein or over the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

10. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties, and is the total integrated agreement between the parties.

11. Modifications. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties.

12. Release of Liability. It is expressly understood 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 and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

13. Indemnity.

- a. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City and the City's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property or, except to the extent of any actual negligence on the part of the City, its agents, and employees, in connection with any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof, or any other item contained in this Agreement.
- b. Owner shall reimburse the City at the City's direction for all legal fees, expenses, and costs incurred in any action brought against the City as a result of the City's approval of this annexation, and shall reimburse the City for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the City to take any position, stand, or proceed with any action or referendum position other than as the City Council, in its sole discretion, decides.

14. Voluntary Agreement. Owner 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 to the City. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner.

15. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner 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 would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

16. Owner Representations. All representations of Owner, either oral or as set forth in the annexation and zoning applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into this Annexation Agreement as if set forth in full herein. The City will, upon request from interested parties, including prospective purchasers of all or any portion of the Property, or lenders to be granted a security interest in all or any portion of the Property, and within a reasonable period of time (not exceeding ten (10) business days) following receipt of each such request, issue appropriate written certification as to the compliance, or lack thereof, with any of the provisions hereof, including any such written representations and documents.

17. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the City and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

18. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective 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 shall be sent.

Notice to the City: City of Salida
448 East First Street
Salida, CO 81201

Notice to Owner: Sprout Tiny Homes
27791 Railroad Avenue
La Junta, CO 81050

19. Terms and Conditions as Consideration for Annexation. Owner acknowledges that the City is under no obligation to annex any property into the City of Salida city limits, and thus the City of Salida's decision to annex Owner's Property is at the City's sole discretion. In consideration for the City's agreement to annex, Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such conditions are a necessary condition of the City's decision to annex the Property into the City of Salida municipal limits. Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of Owner and that Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

20. Contractual Extension of Municipal Services. All parties hereto agree and acknowledge that the City of Salida is not obligated to sell or furnish any water or sewer services outside of its municipal limits to Owner and thus, in agreeing to provide such services, the City of Salida is acting in a proprietary capacity and the relationship entered into between the City of Salida and Owner and the terms and conditions of this Agreement are purely contractual in nature.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 6.a	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Drew Nelson and Glen Van Nimwegen
-------------------------------	---	---

ITEM:

Appeal of Administrator Decision Regarding Water and Sewer System Development Fees for 1453 K Street

BACKGROUND:

Thomas LeBaron is the owner of the above property (appellant). He is appealing the Administrator's decision to require sewer and water system development fees for the additional unit that was constructed within his home. The dates and events that led to this decision are outlined below:

1. August, 2017: Mr. LeBaron applied for and was granted a building permit to remodel his single-family home. His plans stated the "Occupancy will still be a residential home with single occupancy." (Exhibit A)
2. January, 2018: He submitted a plan change to the above permit with a number of changes including new stairs, closet, change to a bathroom and "add kitchen to lower unit." The plan changes were reviewed and approved by Community Development staff. (Exhibit B)
3. October, 2018: When he checked with Chaffee County and Salida about final inspections and a Certificate of Occupancy, he was informed by Community Development staff that the addition of a kitchen to the project created an additional unit, and therefore he was responsible for sewer and water system development fees totaling \$13,718. (Exhibit C)
4. December, 2018: After considering options presented to him, the appellant chose to remove the range from the "lower unit" thereby returning it to a single-residence. Community Development staff issued the Certificate of Occupancy. (Exhibit D)
5. December, 2018: Appellant was notified by his lender that the appraiser stated the property could not be appraised as a duplex as there was no range and the C of O was for a single residence. (Exhibit E)
6. January 2, 2019: Appellant submitted a letter to Administrator Drew Nelson and Community Development Director Glen Van Nimwegen stating his original submittal and plan change was very clear as to his intent. "So thank you for following and honoring the written and approved agreement." (Exhibit F)
7. January 9, 2019: The Administrator and CD Director met with Mr. LeBaron and determined that the agreement he was speaking of meant approve his property as two units, without the additional system fees, as he was not informed of these fees when the plan change was approved. The Administrator explained his decision was the fees were required.

At the meeting we discussed other options with Tom including:

- Allowing him to pay the system development fees over a period of time to lessen the monthly financial impact.
- Reduce size of lower unit to 700 square feet to meet Accessory Dwelling Unit (ADU) standards; or request a variance from the Board of Adjustment to consider the additional unit as an ADU. The fees for an ADU are reduced to \$6,859.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019

AGENDA ITEM NO. 6.a	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Drew Nelson and Glen Van Nimwegen
-------------------------------	---	---

- Consider restricting the unit to an affordable standard and request Council reduce the system development fees.
- Appeal the Administrator’s decision to the City Council per Section 13-2-300. Appeals. (Exhibit G)

8. January 28, 2019: Mr. LeBaron filed an appeal. (Exhibit H)

DISCUSSION:

Section 13-2-230. Change of Use of the Salida Municipal Code states “...the customer is required to notify the City within 30 days of the change of use so an account may be updated.” A change in use includes adding to the number of residential units at a property and the customer is responsible for payment of any additional system development fees. Additionally, if the change of use involves a building permit, the fees must be paid prior to issuance of the permit. (Exhibit I) Mr. LeBaron had an active permit when he submitted revised plans that created an additional unit without calling out the change of use. (Exhibit J)

The appellant is not a professional contractor. Staff makes every effort to expeditiously and accurately process a homeowner’s request, but this was an instance that should have been more carefully scrutinized as we did not identify that the plan change created a separate unit. The appellant should have been directed to complete a Change of Use Notification or start a new permit. (Exhibit K)

STAFF RECOMMENDATION:

Staff recommends the Council uphold the Administrator’s decision to require additional system development fees in the amount of \$13,718; and authorize staff to prepare an agreement which allows payment over time if requested by Mr. LeBaron.

Exhibits

- A: Original Building Permit
- B: Plan Change Permit
- C: First Letter from Tom LeBaron
- D: Certificate of Occupancy
- E: Note from Lender
- F: Second Letter from Tom LeBaron
- G: Section 13-2-300. Appeals of the Salida Municipal Code
- H: Appeal Application
- I: Section 13-2-230. Change of Use of the Salida Municipal Code
- J: Plan Change form
- K: Change of Use form



BUILDING PERMIT APPLICATION COMPLIANCE SHEET

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

The Community Development Department requires 3 sets of plans for Residential construction and 4 sets of plans for Multi-Family and Commercial construction. A site plan drawn to a usable engineer scale is required of all new structures with location of all structures, improvements and setbacks to all property lines shown.

Owner Name: Thomas R LeBaron Email Address: trl6361@gmail.com
Project Address: 1453 K St Mailing Address: 1453 K St
Contact Name: Tom LeBaron Phone Number: 719-207-1817

Document Check List: See Chaffee County Building Permit Application for Additional Requirements
[checked] Site Plan [checked] Floor Plans [] Elevations [] Warranty Deed [] Drainage Plan* Commercial/Multi-Family

Work Type:
[checked] Interior [] Exterior*
*All new exterior lights are fully shielded Sec.16-8-100

Building Type: Check all that apply
[checked] Single Family [checked] Multi-Family [] Commercial [] Addition [checked] Remodel
[] Detached Garage [] Accessory Structure [] Accessory Dwelling Unit

Water/Sewer Tap Fees Required: Yes [No] Tap size _____ Meter size _____
*Please contact the Utility Department for fee information 530-2622

Dimensional Compliance: *Please refer to the back of this sheet for zoning district requirements
Zone District: R-2 Overlay District: _____
(Proposed) Front Setback: _____ (Proposed) Rear Setback: _____ (Proposed) Side Setbacks: _____/
Building Height: _____ Number of Dwelling Units: _____
Parking Spaces Proposed: _____
Lot Size (sq.ft.): 9750
Lot Coverage for all Structures (sq.ft. _____/ Lot Size (sq.ft.) X 100 = _____%
Uncovered Parking/Access (sq.ft.): _____/ Lot Size (sq.ft.) X 100 = _____%
Landscape area: 3900 Number of Trees required per section 16-8-90: 4
Street Improvements Required *Hwy 50/Hwy 291 Overlays: Yes [No]

A processing fee paid to the City of Salida is required for all building permit applications. The processing fee is 20% of the Chaffee County Building Department fee. The minimum processing fee for commercial & multi-family projects is \$100.00. The minimum processing fee for all other projects is \$50.00. Please make checks payable to the City of Salida.

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge.
Signature of applicant/agent: Thomas R LeBaron Date: 8/11/17
Signature of property owner: Thomas R LeBaron Date: 8/11/17

Staff Use Only:
Permit #: 108-17 Staff member assigned: [initials] Fee: \$ 50 - Receipt #: _____
Staff Comments: _____

EXHIBIT A page 2 of 5

CHAFFEE COUNTY BUILDING DEPARTMENT
P.O. BOX 699, SALIDA, COLORADO 81201
(719) 539-2124 FAX NO. (719) 530-9208
RESIDENTIAL PERMIT APPLICATION

BUILDING SITE ADDRESS: 1453 K St, Salida, CO 81201
Subdivision: Kelseys Addition
10' Lot 15, All 16+17, 5' Lot 18
Filing / Block No. / Lot No.: Blk 165

OWNER'S PRESENT MAILING ADDRESS:
NAME: Thomas LeBaron
ADDRESS: 1453 K St
CITY: Salida STATE: CO
ZIP: 81201 PHONE: 719-207-1817
E-MAIL: trl6361@gmail.com

Location: Unincorporated Chaffee County [X] Salida [] Buena Vista [] Poncha Springs []

Flood Plain: Yes [] No [] (If yes, please provide Original Elevation Certificate)

Description of work: Renovation of unfinished garage and one unfinished room in basement, new electric service, 2 new bathrooms
Check one: New [] Addition [] Alteration [X] Repair [] Change of Occupancy / Use []

Use of Building: single family Type of Construction: wood frame

Water Source: public Sewer System: public (If located in Salida/Poncha Springs permit & inspection required)

Outside Dimensions: House 44'x24' Garage 21'-6"x18'-6" Deck 8'-0"x14'-0" Other covered patio 11'-0"x25'-6"

Total Square Footage: Basement 1190 First Floor 1192 Second Floor N/A
Garage 500 # Carport n/a Deck/Porch 312 # Other 112 #

Number of Bedrooms: 2 Number of Bathrooms: 2 Basement finished or unfinished partial 3/4 bath

Crawl Space N/A Conditioned (un-vented) N/A Yes or No Unconditioned (Vented) N/A Yes or No

Garage Finished or Unfinished? Unfinished? Garage Heated or Unheated? Unheated?

Does structure contain: Fireplace NO If yes, masonry? Wood burning stove NO

Type of Heating Electric/gas Will structure be supplied by: Natural Gas [X] Propane [] Other []

Altitude (Elevation) of construction site 7032' Building Height 18'-0' Area of Lot .22 acres

BUILDER: Self PHONE EMAIL:

ENGINEER / ARCHITECT: Abe Hachmann PHONE 359-2024 EMAIL: Suzette.Hachmann@gmail.com

ELECTRIC: self PHONE EMAIL:

PLUMBING: self PHONE EMAIL:

MECHANICAL: self PHONE EMAIL:

Total Valuation Garage 500 x 145.25 = 72,625 + 275.20 = 72,900.20
153 x 113.85 = 17,419.05 x .007 = FEE 121.93 = 397.13 (see Page 4 for Schedule)

Paid by: Thomas LeBaron Date: 8-10-17 Method: personal ck # 1118

Zoning Office Use Only: JURISDICTION: Salida ZONE: R-2
Minimum Setbacks Per Zone or Plat Front 20 Side 5 Rear 20
Setback, area, and height compliance Yes [X] No []
Use compliance or Special Use Permit Yes [X] No []
Located inside of the 100 year floodplain Yes [] No [X]
APPROVAL OF ZONING OFFICIAL: [Signature] DATE: 8-14-17
Building Department Use Only:
Permit No. Date Issued Parcel No.

EXHIBIT A page 3 of 5

BUILDING PERMIT FEE SCHEDULE

Building Valuations shall be determined by the latest valuation data as provided by The International Code Council. The Building Valuation Data (BVD) will be updated and printed at six-month intervals, February and August of each year. The BVD table provides the "average" construction costs per square feet which shall be used in determining permit fees. The permit fees shall be established by using the BVD table and a Permit Fee Multiplier. The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything for site and foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Example: Residential permit for a single family dwelling of Exterior 2,000 sq. ft. According to the chart provide in the ICC BVD (Classification R-3, Type of Construction VB) + 2,000 X 113.85=227,700.00 valuation. Then multiply the valuation times the modifier of .007 X \$227,700.00 = \$1593.90 permit fee.

Other Fees: Other permits that may be required are electrical, plumbing and mechanical each of which are separate applications and fees.

RE-INSPECTION OR PARTIAL INSPECTION FEE \$50.00 / PER INSPECTION

PLAN CHANGE REVIEW FEE \$30.00 PER HOUR / ONE HOUR MINIMUM

MINIMUM FEE \$50.00

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-3 Residential, one- and two-family	145.23	141.28	137.64	134.18	129.27	125.87	131.94	120.96	116.85
U Utility, miscellaneous	78.63	74.24	69.76	66.20	59.84	55.88	63.23	47.31	45.09

- a) Private Garages use Utility, miscellaneous
- b) Unfinished Basements / Decks over 30" high / Covered Porches, Decks, Patios = \$15.00 per sq. ft.
- c) FINISHED BASEMENTS USE THE SAME AS R-3/ VB
- d) N.P. = Not Permitted
- e) Ag barns / Arenas use .676 modifier
- f) Mobile Homes and I.R.C. Modular Homes that are placed on private property (not in mobile home parks) will be assessed at 30% of the building permit fee that is currently being charged for a conventionally built dwelling of equal size.
- g) Retaining walls over 4 feet in height (from bottom of foundation to top of wall), fences and signs are charged on project valuation.

REPAIR, REMODEL, AND ALTERATIONS

Valuation shall be determined by the actual total value of all work being completed. All materials, labor, architectural, engineering, structural, electrical, plumbing, excavation, and mechanical work shall be included. If a contractor is being used, the applicant must provide the certified bid or estimate provided by the contractor, both for the initial scope of work and for any change orders. If a contractor is not being used, the applicant must provide a schedule showing anticipated cost, including a reasonable allocation for labor that would be charged by a contractor. In either case, the valuation must be a reasonable, good faith estimate. The Building Department may, in its discretion, determine valuation by obtaining an estimate of the work completed or to be completed from a qualified contractor or other expert.

NOTICE

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or the performance of construction.

August 10, 2017


 Signature of Applicant

(Office Use Only)
 Building Use Classifications _____ Type of Construction _____
 Date _____ Approved: Chaffee County Building Inspector

Thomas LeBaron
1453 K St.
Salida, CO 81201
719-207-1817
trl6361@gmail.com

Attn: City of Salida
Chaffee County

1. Renovations to Existing unfinished Room in basement
 1. new full bath
 2. insulate, electric, s/r and finishes
 3. 2 new Egress windows (Clear open 24"
42" x 54" D.H.
Egress to Existing grade)
 - a) one in Existing bedroom
 - one in Existing unfinished room
2. Renovations to Existing unfinished garage
 1. new full bath
 2. furr out Existing wall to meet insulation requirements
 3. insulate, s/r and finishes

Plumbing

1. new baths w/ 3" PVC Sewer Lines tying into Existing 4" CI sewer line

Electrical

1. new Electric service for twin meters and 2 new 200A panels
 - a) one 200A, 40 sp panel Existing house
 - b) one 200A, 40 sp panel for ~~recreation~~ recreation and sunroom. Extra is for possible Expansion

next page

Pg 2

Thomas LeBaron

Electrical (cont.)

c. new 200A, 40 space panel and single meter to existing garage located on SE corner of property

No changes to structural integrity except for new windows and exterior doors.

All work will meet or exceed regulatory requirements and standard practices for renovating existing wood frame structures.

Occupancy will still be a residential home with single occupancy.

Please contact me at e-mail or phone # on cover sheet for clarification.

Sincerely

Thomas LeBaron

EXHIBIT B



CHAFFEE COUNTY
DEPARTMENT OF BUILDING SAFETY
P.O. Box 699
Salida, Colorado 81201
(719) 539-2124 FAX: (719) 530-9208
bdepartment@chaffeecounty.org

10061401

PLAN CHANGE FORM

FEE \$30.00/Hour
Minimum One Hour

Property Owner: Thomas K. LeBaron Phone: 719-207-1817

Property Address: 1453 K St. Salida

Contractor: Self Phone:

MAIN FLOOR

Type of Change: New stairs, Electric upgrade to code main floor

Submitted by: T. LeBaron Rec'd by: Date:

Please be aware that this plan change is not approved until a copy of the submitted drawing is returned or you receive a verbal approval from this office. An inspection will not be performed on this change until it has been approved. Any change of use or additional square footage on grade will require an additional approval from the municipality involved prior to submittal.

Municipal approval by: April Lantz Date: 1/10/18

Time required for review will be dependent on current work load in addition to the complexity of the plan change.

Reviewed by: P. N. Date: 01-26-18
Approved [X] Disapproved []

Total Additional Sq. Ft. Valuation:

Fee (amount) paid: \$30.00 Check # 1097 Date: 1/11/18

for lower unit

NOTES: and new closet under stairs, change of bathroom layout, add kitchen to lower units

Need permit for mechanical

* Application of Home air filter system for possible A-A Heat exchanger or Air cleaning for allergies.

This form constitutes receipt of the change submitted.

APPROVED PLANS MUST BE ONSITE @ INSPECTION

RECEIVED 1/11/18

EXHIBIT C

City of Salida, Mr. Mayor and City
Council members

My name is Thomas R. LeBaron and I reside at 1453 K St. in Salida Colorado.

My parents have longtime ties to the City of Salida dating back to the 1950's and their purchase of the aforementioned home in 1980 where they lived until my Dad's death in July 2016 and my Mother's in January 2017.

After being their caregiver for several years I was able to purchase the home from their estate in June 2017.

I submitted my original plans on August 22, 2017 and was granted my permit, #10059843 on August, 29, 2017.

I then went to work with the approval of both the City of Salida and Chaffee County until late December 2017. I submitted a Plan Change Request document on January 10, 2018.

These changes were reviewed and approved by the City of Salida Planning Department employee April L. on January 10, 2018 and by Chaffee County Planning Department employee P. Green on January 26, 2018.

Based on the Change of Plan document I was able to move forward and invest my time and finances for materials and labor.

On October 9, 2018 I visited the Chaffee county Building Department to make sure I was ready to call for my final inspections. I also visited the City of Salida Planning Department and was informed that there was now for the first time the mentioning of a Tap Fee in the amount of \$13,738.00. Imagine the shock!

I appeal to you as my fellow citizens and our elected representatives that this fee be waived on the basis of my good faith in complying with the process and my C.O. be commenced.

Thank you,



Thomas R. LeBaron



EXHIBIT D

CERTIFICATE OF OCCUPANCY AUTHORIZATION FORM

Process: Before a final inspection will be conducted by the Chaffee County Building Department and a Certificate of Occupancy issued, the departments listed below that are not initialed must inspect and approve the listed project. Please contact the referenced departments when you are ready to have an inspection. It is the responsibility of the permit holder to circulate this sheet and obtain all necessary signatures prior to issuance of any Certificate of Occupancy.

A Temporary Certificate of Occupancy will only be permitted by the City for unfinished landscaping. All other required improvements must be completed prior to issuance of a Temporary Certificate of Occupancy.

Building Site Address: 1453 K Street
Owner: Thomas LeBaron
Builder:
Mailing Address: 1453 K Street
Date issued to Building Department:
Building Permit Number: 108-17
Owner Phone: 719-207-1817
Builder Phone:
Zoning: R-2

Initial/Date

Fire Department - Doug Bess

N/A

Improvements Required:

Public Works Department - David Lady

N/A

Improvements Required:

Tree Board -

N/A

Improvements Required:

Planning and Community Development -

Improvements Required: Interior Remodel only - Kitchen Facilities Removed.

KJ 12/3/18

See other side

Initial/Date

Salida School District R-32-J

N/A

Project subject to Fair Contribution to Public School Sites? Yes _____ No _____

The charge is \$354.00 per unit.

Date and amount of contribution paid: _____

City of Salida Land Use Code, Section 16-6-120 (8) (ii) Fee in Lieu of Parks, Trails and Open Space requirement: _____

Utilities, Tap and Expanded Use Fees -

Water and Sewer taps required? Yes _____ No _____

Date Sewer tap paid in full _____

Date Water tap paid in full _____

N/A
Kitchen
facilities
Removed

Improvements Required: Must pay tap fees prior to

issuance of certificate of occupancy

* IF property is ever converted back - with kitchen the
Applicant will be required to pay tap fees.

Should you have any questions, please contact the appropriate city department.

Fire: (719) 539-2212

Public Works: (719) 539-6257

Planning: (719) 530-2626

Utilities: (719) 530-2622

EXHIBIT E

(APPRAISER)

I received several calls from Trish Herzog today regarding this property. She also had a lengthy conversation with the City. It seems there is some discrepancy regarding the zoning / use of this one. The CO is for a SFR, not a duplex. He did not pay the second tap fee (at \$14k). The access stairs are on the outside and there is not an oven in the lower unit. Additionally he did not get a special use permit so it is not considered/zoned as an ADU.

As it is, we cannot appraise it as other than a single family residence. Trish also gave me the name and numbers of both the man she spoke with at the county and the lady that worked with the owner.

Duplex zoning
needs full kitchen
offer 4 2 units

S.F.D.

	12-19-18
1 unit	NO kitchen (NO Range)
→	SFD w/ 3 entrance

*SFD

Rent Rooms

EXHIBIT F

Drew Nelson, City Administrator
Glen Van Nimwegen, Community Development Director

January 2nd, 2019

Glen and Drew,

Thank you for working with me on the permit process. I have reviewed my file and application for permit issued 8/22/17 and the submitted plan change form of 1/12/18. It is my position that the information on the plan change form and the floor plans were both clear and concise in describing my proposed changes including a yellow highlighted layout for a kitchen in the Garden Level.

So thank you for following and honoring the written and approved agreement.

Sincerely,
Tom LeBaron

A handwritten signature in black ink, appearing to read 'TL' or 'TK', positioned below the typed name 'Tom LeBaron'.

EXHIBIT G

Sec. 13-2-300. - Appeals.

A customer or property owner may protest the final decision of the City Administrator made pursuant to this Chapter by filing a written appeal with the City Clerk within thirty (30) days after the issuance of such final decision. The appeal will be heard by the City Council within thirty (30) days of filing such appeal with the City Clerk. Any action or decision of the City Council made in response to an appeal under this Chapter shall be final.



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201

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

Email: planning@cityofsalida.com

EXHIBIT H

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

- Annexation
Pre-Annexation Agreement
Variance
[X] Appeal Application (Interpretation)
Certificate of Approval
Creative Sign Permit
Historic Landmark/District
License to Encroach
Text Amendment to Land Use Code
Watershed Protection Permit
Conditional Use
Administrative Review:
Limited Impact Review:
Major Impact Review:
Other:

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

A. Applicant Information
Name of Applicant: Thomas R. LeBaron
Mailing Address: 1453 K St.
Telephone Number: 719-207-1817 FAX: n/a
Email Address: trl6361@gmail.com
Power of Attorney/ Authorized Representative:
B. Site Data
Name of Development:
Street Address: 1453 K. St.
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.

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: Thomas R. LeBaron Date: 1-28-2019
Signature of property owner: Thomas R. LeBaron Date: 1-28-2019

EXHIBIT I

Sec. 13-2-230. - Change of use.

- (a) If a property changes in: (1) classification (i.e., residential to commercial or vice versa); (2) number of residential and/or accessory units; (3) size of water or wastewater service line; or (4) type of commercial use involving change of assigned EQR value, the customer is required to notify the City within thirty (30) days of the change of use so the account may be updated.
- (b) If the change in use involves (1) a change from residential to commercial use within five (5) years of connection of services; (2) number of residential and/or accessory units; (3) size of water or wastewater service line; or (4) type of commercial use involving change of assigned EQR value, the customer shall be responsible for the payment of additional any system development fees within thirty (30) days of issuance of the bill by the City. In cases where a building permit is required, no building permit shall be issued prior to payment of the required fees.
- (c) New service charges will be assigned based on the current use of the property to be effective with the date of the change of use.
- (d) Failure to timely report a change of use can subject the property to penalties up to and including double the fees and usage charges for the new usage during the time the change was not reported. When a change of use that has not been reported is identified by the City, a notice will be issued of the change in rates to the property owner, and new rates will be billed for the current billing period.

(Ord. 2014-11)

EXHIBIT J



CHAFFEE COUNTY
DEPARTMENT OF BUILDING SAFETY
P.O. Box 699
Salida, Colorado 81201
(719) 539-2124 FAX: (719) 530-9208
bdepartment@chaffeecounty.org

10061401

PLAN CHANGE FORM

FEE \$30.00/Hour
Minimum One Hour

Property Owner: Thomas K. LeBaron Phone: 719-207-1817

Property Address: 1453 K St. Salida

Contractor: Self Phone:

MAIN FLOOR Type of Change: New stairs, Electric upgrade to code main floor

Submitted by: T. LeBaron Rec'd by: Date:

Please be aware that this plan change is not approved until a copy of the submitted drawing is returned or you receive a verbal approval from this office. An inspection will not be performed on this change until it has been approved. Any change of use or additional square footage on grade will require an additional approval from the municipality involved prior to submittal.

Municipal approval by: April Lantz Date: 1/10/18

Time required for review will be dependent on current work load in addition to the complexity of the plan change.

Reviewed by: P. N. Date: 01-26-18
Approved [X] Disapproved []

Total Additional Sq. Ft. Valuation:

Fee (amount) paid: \$30.00 Check # 1097 Date: 1/11/18

for lower unit NOTES: and new closet under stairs, change of bathroom layout, add kitchen to power units

* Application of Home air filter system for possible A to A Heat exchanger or Air cleaning for allergies.

This form constitutes receipt of the change submitted.

APPROVED PLANS MUST BE ONSITE @ INSPECTION





Change of Use Notification

Please complete this form if you plan to change the use or establish a new use in a building which you own, rent, or lease. Neither the use of or the uses upon any land nor the use of or the uses within any structure shall be changed until a permit for such change of use has been issued by the Chaffee County Building Department.

Application Materials: Warranty Deed Floor Plans Showing Old and New Uses Site Plan

Which Municipality is the business property located in: Chaffee County Salida
Buena Vista Poncha Springs

Each municipality has different requirements for changes of use and must signoff on this application. Please see reverse side of this application for additional requirements and fees. **If you are changing the footprint or doing any construction please fill out a Building Permit instead of this application.**

1. Applicant Name: _____
2. Address of the Property: _____
3. Applicant Mailing Address: _____ Phone _____
4. Please describe the **existing use**: _____

5. Please describe the **proposed new use** of the building: _____

6. Are you planning any new signage? Yes No If Yes, it is the applicant's responsibility to obtain and comply with the municipalities sign requirements before installing a sign.

Applicant Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

To be completed by Staff

Building Department: Change of Use Yes No New Building Classification: _____

Fee: _____ Permit #: _____ Date issued: _____ Computer #: _____

Building Comments: _____

Building Official signoff: _____ Date: _____

Municipality Zone District: _____ Conforming Use: Yes No

Fee: _____ Check #: _____ Permit Number: _____ Receipt #: _____

Comments: _____

Zoning Official Signoff: _____

Fire Department

Fire Inspection Signoff: _____ Date Approved: _____

Fee: _____ Check #: _____

Comments: _____

Municipality Requirements



Please contact any available Plan Review personnel at 719-539-2124. For this exchange of information there will be no fee charged. If it is determined that a change of use will occur further details and planning may be needed to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), State Statutes and/or local building codes.



Contact Community Development Department at (719)530-2626 or email planning@cityofsalida.com

Change of Use Fee: 20% of the Building Department fee or a \$50 minimum.

Please Make Checks Payable to the City of Salida

All businesses shall apply to the State for their Sales Tax License



Contact: Dee Miller, (719)395-8643 extension 15 or email bvplanning@buenavistaco.gov
All businesses must have a Town of Business address to do Business in the Town

Town of Poncha Springs

"The Crossroads of the Rockies"



Contact: Phone (719) 539-6882

Fee: No Fee for Change of Use within Poncha Springs Town limits.

NOTE: Applicants must complete and submit a Change of Use Application and Site Plan to the Town Planner, and request to be scheduled on the Agenda for the Trustees Agenda for application review before engaging in business activities.

All businesses must have a State Sales Tax License



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19,

2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
6.b.	Administration	Nina Williams

ITEM:

Consideration of Ordinance 2019-05, amending the Salida Municipal Code as it related to municipal court and violation within the code carrying a possible penalty of imprisonment.

BACKGROUND:

Colorado House Bill 16-1309, “concerning a defendant’s right to counsel in certain cases considered by municipal courts”, recently became effective. This bill added a new Colorado Revised Statue section in Title 13, Article 10, Municipal Courts, specifically C.R.S. section 13-10-114.5. In the legislative declaration of the act, the general assembly concluded that both the United States and Colorado constitutions provide that an accused person has the right to be represented by counsel in criminal prosecutions. This constitutional right has further been interpreted by the State to mean that counsel will be provided, at a local government’s expense, for indigent persons *in all cases in which incarceration is a possible penalty*.

This right to representation by counsel, and concurrent responsibility for the municipal court to provide and pay for such counsel, begins at the first appearance on a charge. If a defendant subsequently applies for a court-appointed counsel, the court must appoint one if the court determines: (1) that the person is indigent; and (2) that the charged offense includes a possible sentence of incarceration.

SUGGESTED MOTIONS:

In general, we recommend that Salida amend its code to “decriminalize” certain violations. We would delete terms like “imprisonment”, “incarceration”, and “jail”, except where necessary, or definitively desired from a policy perspective. We recommend making most traffic violations civil, not criminal, in nature. The same consideration would apply for nuisance, property, animal and zoning violations. Finally, we advise that you reduce many misdemeanors to violations, where it is appropriate and makes sense. Because incarceration is a possible penalty of a misdemeanor conviction, not only would decriminalizing these types of offenses save the City the cost of hiring counsel for indigent defendants, it may very well be within the Council’s current policy goals of justice and fairness to update similar portions of its Code, depending on the violation. Finally, crimes that probably should remain as misdemeanors include more serious charges such as: no proof of insurance, reckless driving, careless driving, high speed eluding, theft, disorderly conduct and assault.

Attached is the applicable Ordinance, with the appropriate sections to amend within the Salida Municipal Code, based upon the above analysis.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 05
(Series of 2019)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING THE SALIDA MUNICIPAL CODE AS IT
RELATES TO MUNICIPAL COURT AND VIOLATIONS WITHIN THE CODE
CARRYING A POSSIBLE PENALTY OF IMPRISONMENT**

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

WHEREAS, pursuant to this authority, the City has previously adopted certain code provisions, general offenses and violations, and the penalties attached to them, codified in the Salida Municipal Code (“Code”); and

WHEREAS, Colorado House Bill 16-1309, “concerning a defendant’s right to counsel in certain cases considered by municipal courts,” recently became effective, which concluded that both the United States and Colorado constitutions provide that an accused person has the right to be represented by counsel in criminal prosecutions, and that this constitutional right is interpreted to mean that counsel will be provided at municipal court, at a local government’s expense, for indigent persons in all cases in which incarceration is a possible penalty; and

WHEREAS, this recent state legislation has prompted the Council to review its Code for offenses and/or violations which contain incarceration or imprisonment as a possible penalty, and evaluate where such a penalty makes sense and where it is unnecessary; and

WHEREAS, the Council therefore finds that it is desirable and appropriate to amend the Code to remove imprisonment or incarceration as a possible penalty for certain violations and offense as set forth below; and

WHEREAS, the Council also finds it desirable and appropriate to amend the Code to clean up outdated portions as a result of the same and to ensure current compliance with State law as it relates to Municipal Court issues, violations and penalties.

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 7-1-110 of the Salida Municipal Code, concerning Violations and penalties, Administration and abatement of nuisances, is hereby amended to read as follows:

Sec. 7-1-110. - Violations and penalties.

Any person who violates, disobeys, omits, neglects, refuses to comply with or resists any of the provisions of this Chapter shall be ~~guilty of a misdemeanor, and upon conviction thereof shall~~ be 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.

Section 3. Section 7-2-10 of the Salida Municipal Code, concerning Accumulation to constitute nuisances, is hereby amended to read as follows:

Sec. 7-2-10. - Accumulation to constitute nuisances.

THE LOCATION OR EXISTENCE OF ~~Whenever there shall be in or upon any lot or piece of ground within the limits of the City any damaged merchandise, litter, trash, rubbish, garbage, wrecked car, inoperable vehicles or other wrecked vehicles, or an accumulation of junk vehicles or junk of any type~~ **THEREOF** upon any private or public property, except in areas specifically zoned in Chapter 16 of this Code for said purposes or otherwise designated by the City for such purposes, ~~the existence of any such material or items~~ shall constitute a nuisance and **THE INDIVIDUAL OR ENTITY CAUSING OR CREATING SUCH NUISANCE** shall be in violation of this Article, **AND SUBJECT TO THE PROVISIONS OF CHAPTER 1, ARTICLE IV OF THIS CODE.**

Section 4. Section 7-5-70 of the Salida Municipal Code, concerning Penalties, Animals, is hereby amended to read as follows:

Sec. 7-5-70. - Penalties.

- (a) Any person who violates any provision of this Article shall be ~~deemed guilty of a misdemeanor and shall be~~ punished in accordance with the provisions set forth in Section 1-4-20 of this Code. The City Council may adopt by resolution recommended fine schedules for violations under this Section.
- (b) In addition to ~~charging violations as misdemeanors as described in subsection (a),~~ the City shall have the concurrent remedy of charging any person who violates any provision of this Article with a noncriminal offense subject to imposition of a penalty assessment pursuant to the procedure set forth at Chapter 1, Article VII of this Code.

Section 5. Section 8-1-30 of the Salida Municipal Code, concerning Amendments, Model Traffic Code, is hereby amended with the addition of a new subsection (a)(10.5) 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:

(1) ...

(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 C.R.S. § 24-60-2101. 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.
- (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 general 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 penalty: a fine of \$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 days (180) imprisonment or fine of \$1,000.00 or both. Court costs as authorized by state and local law shall be added to any penalty imposed.

Section 6. Section 8-1-30(a)(8) of the Salida Municipal Code, concerning Amendments, Model Traffic Code, Compulsory insurance, is hereby amended 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:

(1) ...

(8) Section 1409 is hereby deleted and replaced with the following:

1409. Compulsory insurance - penalty. (1) No owner of a motor vehicle or low-power scooter required to be registered in this state shall operate the vehicle or permit it to be operated on the public highways of this local government when the owner has failed to have a complying policy or certificate of self-insurance in full force and effect as required by Sections 10-4-619 and 10-4-716, C.R.S.

(2) No person shall operate a motor vehicle or low-power scooter on the public highways of this local government without a complying policy or certificate of self-insurance in full force and effect as required by Sections 10-4-619 and 10-4-624, C.R.S., as amended.

(3) When an accident occurs, or when requested to do so following any lawful traffic contact or during any traffic investigation by a peace officer, no owner or operator of a motor vehicle or low-power scooter shall fail to present to the requesting officer immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by Sections 10-4-619 and 10-4-624, C.R.S., as amended.

(4) Any person who violates the provisions of subsection (1), (2) or (3) of this section commits a **CRIMINAL** traffic offense ~~punishable pursuant to Section 8-1-70 of the Salida Municipal Code.~~

(5) Testimony of the failure of any owner or operator of a motor vehicle or low-power scooter to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by Sections 10-4-619 and 10-4-624, C.R.S., as amended, when requested to do so by a peace officer, shall constitute prima facie evidence, at a trial concerning a violation charged under subsection (1) or (2) of this section, that such owner or operator of a motor vehicle or low-power scooter violated subsection (1) or (2) of this section.

(6) No person charged with violating subsection (1), (2) or (3) of this section shall be convicted if

he produces in court a bona fide complying policy or certificate of self-insurance which was in full force and effect, as required by Sections 10-4-619 and 10-4-624, C.R.S., as amended, at the time of the alleged violation.

(7) THE COURT MAY SUSPEND UP TO ONE HALF OF THE FINE UPON A SHOWING THAT APPROPRIATE INSURANCE AS REQUIRED PURSUANT TO SECTION 10-4-619 OR 10-4-624, C.R.S., HAS BEEN OBTAINED. THE MINIMUM FINE IMPOSED SHALL BE MANDATORY, AND THE DEFENDANT SHALL BE PUNISHED BY A MINIMUM MANDATORY FINE OF NOT LESS THAN FIVE HUNDRED DOLLARS. NOTHING IN THIS SUBSECTION SHALL BE CONSTRUED TO PREVENT THE COURT FROM IMPOSING A FINE GREATER THAN THE MINIMUM MANDATORY FINE.

Section 7. Section 8-1-70 of the Salida Municipal Code, concerning Violation; penalty, Model Traffic Code, is hereby deleted in its entirety:

Sec. 8-1-70. -- Violation; penalty.

~~It is unlawful for any person to violate any of the provisions of this Article or the Model Traffic Code as amended and adopted herein. Any person convicted of violating any such provisions 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.~~

Section 8. Section 8-2-60 of the Salida Municipal Code, concerning Restrictions on minor drivers, is hereby amended to read as follows:

Sec. 8-2-60. - Restrictions on minor drivers.

...

- (e) Any person who violates any provision of this Section shall be ~~deemed to have committed a misdemeanor and an unlawful act and, upon conviction thereof, shall be~~ subject to imposition of a penalty assessment in the amount of not less than fifty dollars (\$50.00). The Municipal Judge shall promulgate a schedule of penalties for all ~~misdemeanor minor~~ traffic violations contained in this Section. Such schedule shall be prominently posted in the office of the Court Clerk.

Section 9. Section 10-7-30 of the Salida Municipal Code, concerning Possession and consumption of alcohol beverage in certain places, is hereby amended to read as follows:

Sec. 10-7-30. - Possession and consumption of alcohol beverages in certain places.

- (a) Possession and consumption in public restricted. It is a ~~misdemeanor~~ **VIOLATION SUBJECT TO THE PROVISIONS OF CHAPTER 1, ARTICLE IV OF THIS CODE** for any person to consume any alcohol beverage or to possess any unsealed or open container containing any alcoholic beverage in or on any of the following described places: public ways, sidewalks, streets, alleys, parks or parkways; within or upon any public portion of a building, grounds or real property operated by any governmental entity within

the City; or upon any parking lot, public or private, generally open to members of the public. For the purpose of this subsection, an unsealed or open container shall not include a container of vinous liquor that has been resealed pursuant to the provisions of Section 12-47-411(3.5), C.R.S., as amended, and is clearly recognizable to a police officer as a container that has been resealed by the hotel or restaurant license holder.

Section 10. Section 10-7-70 the Salida Municipal Code, concerning “Possession of Cannabis,” is hereby amended to read as follows:

Sec. 10-7-70. - Possession of cannabis.

- (a) For the purposes of this Section, the term cannabis shall include all parts of the plant *Cannabis sativa* L., whether growing or not; the seed thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt derivative, mixture or preparation of such plant, its seeds or resin; but shall not include the mature stalks of such plant, fiber produced from its stalks, oil or cake, or the sterilized seed of such plant, which is incapable of germination. The term cannabis concentrate means hashish, tetrahydrocannabinols or any alkaloid, salt derivative, preparation, compound or mixture, whether natural or synthesized, of tetrahydrocannabinols.
- ~~(b) It is unlawful to possess one (1) ounce or less of cannabis or cannabis concentrate, and upon conviction thereof, or plea of guilty or no contest thereto, punishment shall not be by imprisonment, but shall be by a penalty assessment of not more than one hundred dollars (\$100.00).~~
- (c) It is unlawful **TO** openly and publicly ~~to~~ display or consume one (1) ounce or less of **CANNABIS OR** cannabis concentrate, and upon conviction thereof, or a plea of guilty or no contest thereto, punishment shall be as set out in Chapter 1, Article IV of this Code.
- (d) The provisions of this Section shall not apply to any person who possesses or uses cannabis or cannabis concentrate pursuant to the Dangerous Drugs Therapeutic Research Act

Section 11. Section 11-5-50 of the Salida Municipal Code, concerning Violation, Trees, is hereby amended to read as follows:

Sec. 11-5-50. - Violation.

Any person who violates, disobeys, omits, neglects, refuses to comply with or resists any of the provisions of this Article shall be ~~guilty of a misdemeanor, and upon conviction thereof shall be~~ subject to the provisions of Chapter 1, Article IV of this Code. It shall be unlawful to damage or otherwise destroy any park or street tree. Upon conviction or plea of guilty, the individual will be charged the costs of repairing or replacement of said tree.

Section 12. Section 11-6-70 of the Salida Municipal Code, concerning Prohibited acts and conditions, Parks and recreation areas, is hereby amended to read as follows:

Sec. 11-6-70. - Prohibited acts and conditions.

...

(c) Any person who violates, disobeys, omits, neglects, refuses to comply with or resists any of the provisions of this Article shall be ~~guilty of a misdemeanor, and upon conviction thereof shall be~~ subject to the provisions of Chapter 1, Article IV of this Code.

Section 13. Section 16-2-100 of the Salida Municipal Code, concerning Violations and penalty, Land Use and Development, is hereby amended to read as follows:

Sec. 16-2-100. - Violations and penalty.

(a) It shall be unlawful to erect, construct, reconstruct, alter, maintain, or use any building or structure or to use any land in violation of any provision of this Chapter. Any person, either as owner, lessee, occupant, or otherwise, who violates or interferes in any manner with any person in the performance of a right or duty granted or imposed upon him or her by this Chapter shall be ~~guilty of a misdemeanor punishable as forth in~~ **SUBJECT TO THE PROVISIONS OF** Chapter 1, Article IV of this Code.

Section 14. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 15. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

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 ___ day of _____, 2019 and set for second reading and public hearing on the ___ day of _____

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the _____ day of _____, 2019.

CITY OF SALIDA

By:

Mayor

ATTEST:

(SEAL)

City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and **BY TITLE ONLY, OR IN FULL**, after Final Adoption on the ____ day of _____, 20__.

By: _____
City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 19, 2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
6.c.	Administration	Drew Nelson

ITEM:

Employers Council – Human Resources Consulting Services

BACKGROUND:

As part of our discussion to restructure the responsibilities formerly held by the Finance and Administrative Services Director, one proposed change would include adding Human Resources consulting services. After reviewing options in the marketplace and a follow-up with staff, it appears that these services can be provided by the Employers Council (formerly Mountain States Employers Council). Some information on their scope of services is attached.

The Employers Council will provide up to 30 hours annually of direct labor to assist staff with questions about personnel manuals, performance evaluations, and compensation surveys. In addition, the City will have access to data compiled or prepared by the Employers Council at our fingertips. The Employers Council can also perform work related to 360 degree evaluations of personnel, and can assist the City Council in both future hiring as well as current evaluations. Any work in excess of the 30 hours is provided on a time and materials basis, and the City can request cost estimates for any work ahead of deciding to move forward with any special project.

FISCAL NOTE:

The fiscal impact of this contract with the Employers Council to the City of Salida is for \$5,800 as apportioned per allocation rules of their organization. The 2019 Annual Budget for the City of Salida did not include an allocation for these services; however, the savings from the vacancy in the Finance Director position can be used to offset these costs for 2019 and would not require any budget amendment to do so

STAFF RECOMMENDATION:

Staff recommends approval of an expenditure of \$5,800 to enter into a services agreement with the Employers Council.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve entering into a contract for professional services with the Employers Council, followed by a second and a voice vote.



Employment Law • HR • Training • Surveys



Employment Law • HR • Training • Surveys

WHO WE ARE

Employers Council, the nation's largest employers association, has provided expert assistance and thoughtful guidance to employers since 1939. We collaborate with our members to develop effective, successful employer-employee relationships by providing "one-stop shopping" in every facet of human resources and employment law.

People make the difference. Our committed team of experienced legal and HR professionals are respected industry veterans in their specialized disciplines including employment law, human resources, research, facilitation, coaching, training, investigations and negotiation.

Employers Council offers you the broadest array of professional services under one roof. We walk alongside our members, offering guidance, support and expertise.

OUR VISION

Effective, successful employers.

OUR MISSION

We are the professional, cost-effective resource of choice for employers in all areas of employment law, human resource consulting, training and surveys.

OUR VALUES

- *We are here to serve our members.*
- *Our employees are our number one asset.*
- *We build strong, collaborative relationships with our members and our communities.*
- *We provide high quality services to meet the growing and changing needs of our members.*
- *We serve with honesty, respect, and ethical conduct.*

OUR SOLUTIONS

EMPLOYMENT LAW AND REPRESENTATION



The Employers Council legal team has the knowledge and expertise you need to stay up-to-speed with constantly evolving employment and labor laws and best practices.

- Employment Law Resources, Advice, and Consultation
- Federal/State Agency and Other Representation
- Workplace Investigations
- Labor Relations
- Immigration Services

TRAINING AND DEVELOPMENT



Do you need help training and developing your workforce for maximum performance? Our consultants train over 25,000 employees each year in a variety of areas including legal compliance, HR, and organizational development.

- Legal and HR Training and Conferences
- Team Building and Workplace Coaching
- Mediation and Facilitation
- HRCI and SHRM Certification

HR EXPERTISE AND SUPPORT



We partner with your organization to navigate every area of today's increasingly complex human resources landscape; from hiring, to training, to managing, to career transitions.

- Day-to-day Advice on Employment Questions
- HR Consulting and Strategy
- Payroll Administration, Management and Advice
- Pre-employment Screening and Testing

COMPLIANCE AND RISK MANAGEMENT



See how we can help your organization with employment law challenges including health care, immigration, family and medical leave, affirmative action, hourly wages, overtime requirements, and retirement.

- Affirmative Action Analysis and Planning
- Workplace Safety
- Handbook and Policy Review
- Employment Posters and Subscription

COMPENSATION STRATEGY AND HR DATA



For over 70 years, we have collected business, economic, and HR data. Our members use this data for policy development, benefit design, and compensation planning.

- Total Rewards Planning and Strategy
- HR Best Practices and Metrics
- Compensation Advice and Consulting
- Regional and Industry Compensation and Benefit Survey Data

MEASURE AND MAXIMIZE PERFORMANCE



Our HR professionals and industrial psychologists help your team assess and improve the performance of individual employees, teams, or your entire organizational workforce.

- Employee Engagement and Organization Surveys
- Training Needs Assessment and Analysis
- Leadership Development and Consulting

OUR MEMBERS

I know Employers Council has been a great resource for me. Whether I had no idea where to start, or just needed confirmation that I was headed in the right direction, it is a great service to have.

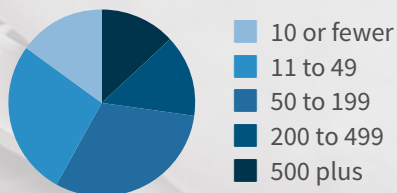
Heather Hildebrand – City of Cripple Creek

We enhance workforce effectiveness for over 4,000 members and their employees across the country.

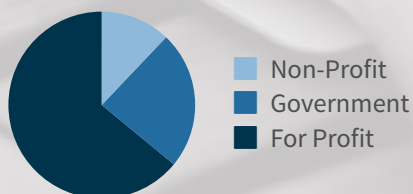
Employers Council has deep experience supporting the specific needs of all three sectors.

- **Private Sector** – We support private companies across all industries, from start-ups to multi-nationals.
- **Nonprofit Sector** – We have developed a keen understanding of the issues that affect nonprofit employers after decades of serving this sector.
- **Public Sector** – Laws and practices are unique for governmental agencies and for organizations with elected boards that operate as subdivisions of state government. We understand the employment law nuances and practices typical in the public sector.

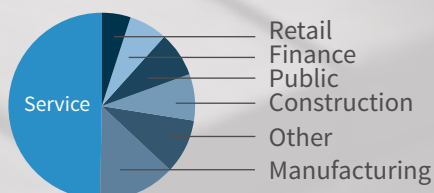
MEMBERS BY SIZE



MEMBERS BY SECTOR



MEMBERS BY INDUSTRY



THE VALUE OF MEMBERSHIP

The collective power of over 4,000 members enables us to offer a depth of expertise and breadth of services that cannot be matched, all at a tremendous value over the open market. Membership dues are based on the employer's payroll and offered on a sliding scale, making membership affordable to organizations regardless of size.

THE BENEFITS OF BELONGING

- **On-call expert assistance in governmental regulations, human resources, wage and benefit surveys, labor relations, and management development.**
- **Personalized service through a dedicated staff member assigned to your account who can answer questions and assemble the resources you need.**
- **Access to our extensive database of wage and benefits survey data on more than 400 jobs and workplace practices to ground your decisions on the compensation and benefits you offer.**
- **Data and statistics used in the development of personnel policies and benefit design as well as consultation by survey specialists.**
- **Representation before federal and state agencies.**
- **Professional support developing sound policies and procedures to help your organization avoid litigation and utilize best practices.**
- **A members-only website with instant access to practical toolkits and guides, white papers on legal and HR issues, interactive forms and templates, sample handbooks and policies, state law summaries, and more.**
- **Access to training in the areas of professional development, human resources, management, leadership, technology, and legal compliance.**
- **Alerts on all employment law and HR issues that impact your organization.**
- **Membership earns employees HRCI recertification and continued education credits.**
- **And more.**

Employers Council annual dues are payable in advance and are computed differently for private companies and nonprofits than for government entities who do not pay an employer's share of FICA. Different dues calculations may be used for employers who will be accessing our services from multiple locations and small employers with 10 or fewer employees.

WE ARE READY TO HELP

CONTACT US TODAY: 800.884.1328

LearnMore@EmployersCouncil.org

COLORADO SPRINGS / DENVER / LOVELAND / SCOTTSDALE / SALT LAKE CITY

800.884.1328 / LearnMore@EmployersCouncil.org

EmployersCouncil.org

Employers Council Member Benefits

As a member of Employers Council, you have access to the resources of the nation's top employers association. We look forward to supporting your success.

Employment Law Support

- Affirmative Action Advice
- Age Discrimination Issues
- Americans with Disabilities (ADA)
- Business Closings and Layoffs
- COBRA and HIPAA Issues
- Demand Letters
- Disability Accommodation
- Drug and Alcohol
- EEO Discrimination Complaints
- Employment Agreements
- Family and Medical Leave Act
- Garnishments
- Immigration / Work Authorization
- Compliance
- OSHA
- Release and Waiver Agreements
- Termination Process
- Unemployment Compensation
- USERRA / Veterans' Rights
- Wage Hour
- Wrongful Discharge
- Administrative Representation in:
 - Civil Rights Charges
 - Unemployment Hearings
 - Wage Hour Claims

Surveys

- Benefits Surveys
- Compensation Surveys
- Employment Practices Surveys

Labor Relations and Administrative Representation*

- Collective Bargaining
- Grievance and Arbitration Hearings
- NLRB Proceedings
- Strike Assistance
- Unfair Labor Practice Representation
- Union Avoidance
- Union Organizing Campaigns
 - *Labor Relations services may be billed on an hourly basis.

Human Resources

- Appraisal Systems
- Compensation and Benefit Practices
- Day-to-Day Employment Questions
- Downsizing
- Employee Handbooks
- Exit and Transition
- Global HR
- Health Care Reform
- HR Administrative Practices
- HR Metrics
- HR Strategy
- HR Technology
- On-boarding
- Payroll Advice
- Performance Management
- Policy Manuals
- Recordkeeping
- Recruiting
- Staffing and Selection
- Workplace Violence



Web-Based and Online Resources

- Surveys – validated data for over 4,000 job titles
- FYIs - essential employment law topics at federal and state levels
- Employee Handbook Planning Guide
- Federal Record Retention Guide
- Newsletters, blogs and articles on trending employment law and workplace topics
- “Members Only” website: Interactive tools, smart charts, job description builder, white papers, forms, articles, checklists and templates

Other Resources

- Annual Planning Packet
- Employee Handbook Planning Guide
- Employment Law Resource Guide
- Federal Record Retention Guide
- HR Forms—English and Spanish
- Industry Roundtables
- Monthly Bulletin with the latest in Employment Law and HR news
- NLRB Election Petition Updates
- Reference Library
- Special Surveys and Reports
- Toolkits and Checklists
- Video Training Resources
- Employment Law Posters

The Value of Employers Council Membership

Services	Support	 Cost Without Employers Council Membership	 Employers Council Membership
HR Practices	Access to our team of attorneys and certified HR consultants	Guidance on one employee matter: \$1,500 - \$7,000	Included
Legal Compliance	Representation in EEOC, DOL, NLRB, OFCCP, and State Agency Complaints: Charges of discrimination & harassment wage & hour claims unemployment hearings	Discrimination charge: \$9,000 - \$20,000 FMLA claim: \$3,500 - \$12,000	Included
Surveys	Comprehensive salary and benefits survey data	\$2,000 - \$8,000	Included
Blue Book	Annually updated "Employment Law Resource Guide"	\$500	Included
Handbook Review	Handbook and policy HR and legal review	\$2,500 - \$5,000	Included
Online Resources	"Members Only" website: Interactive tools, smart charts, job description builder, white papers, forms, articles, checklists and templates	\$2,750	Included
Updates	Instant alerts, weekly Hot Topics, and monthly bulletins	\$200	Included
		\$19,450 - \$55,450	Regular Membership: \$1,450 - \$5,800

The following report is only a sample.

Questions asked, number of questions in the survey, demographics, and the dimensions will vary throughout the report.

All the survey data has been created for the purpose of this sample report ONLY and has no relevance to any survey administered.

Pages 3-4: Overall Scoring

Page 5: Positive and Negative Gaps

Page 6: High and Low Scores

Page 7: Dimension Breakdown by Question with Historical Comparison

Page 8: Open Ended Questions

Multi-Rater Feedback Report

John Doe

8/10/2017



About Your Report

Presented on the following pages are the results of the multi-rater feedback process completed by you and your raters. The use of multiple raters increases the reliability and validity of the conclusions of this report. This report can help you to:

- Encourage candid and honest communication between you and your colleagues
- Help you identify your professional strengths and developmental opportunities
- Give you the opportunity to improve your skills by being more aware of others' perceptions and observations of your performance
- Guide your conversations with your colleagues to ensure you remain informed of their observations and suggestions

Your Respondents

The following respondents were invited to participate in your multi-rater feedback process.

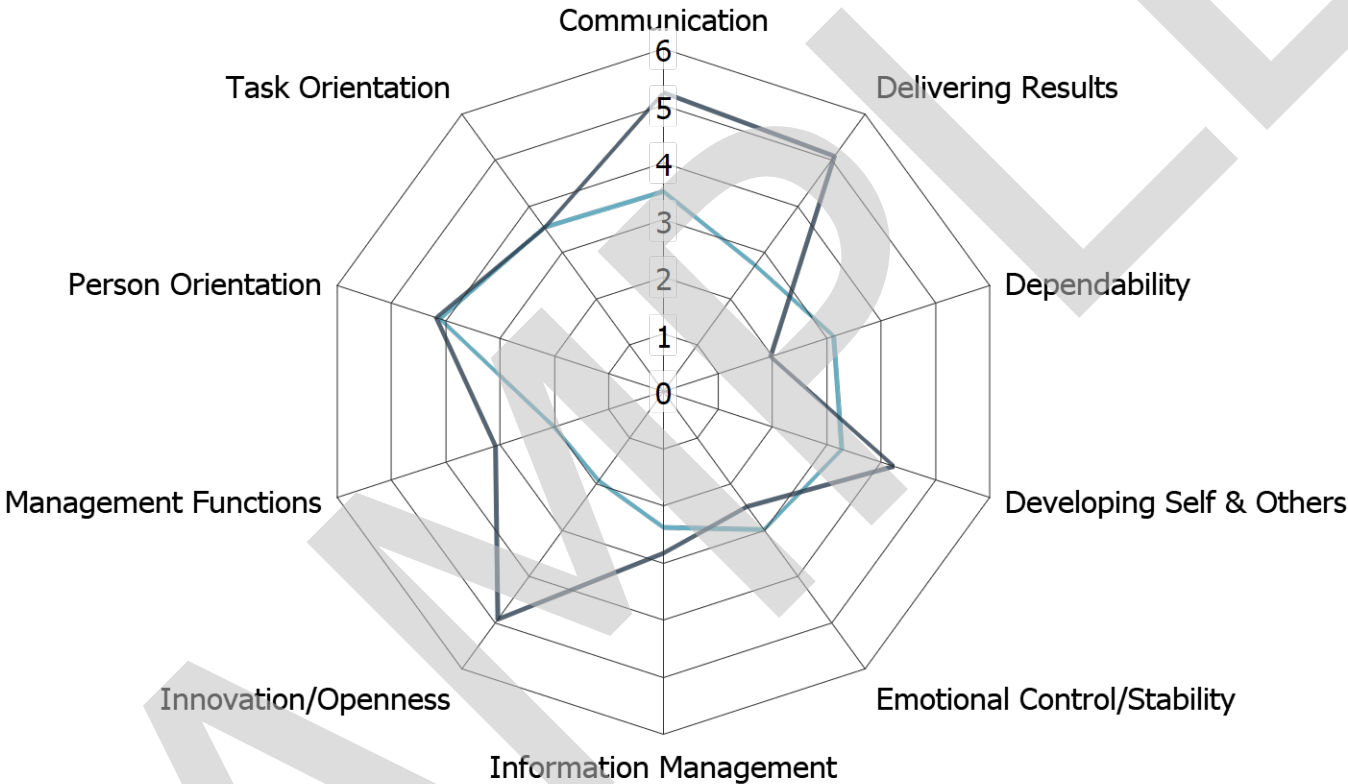
Total Respondents	10
Self	1
Staff Member	5

Rating Scale

This assessment used the following rating scale when raters provided their feedback.

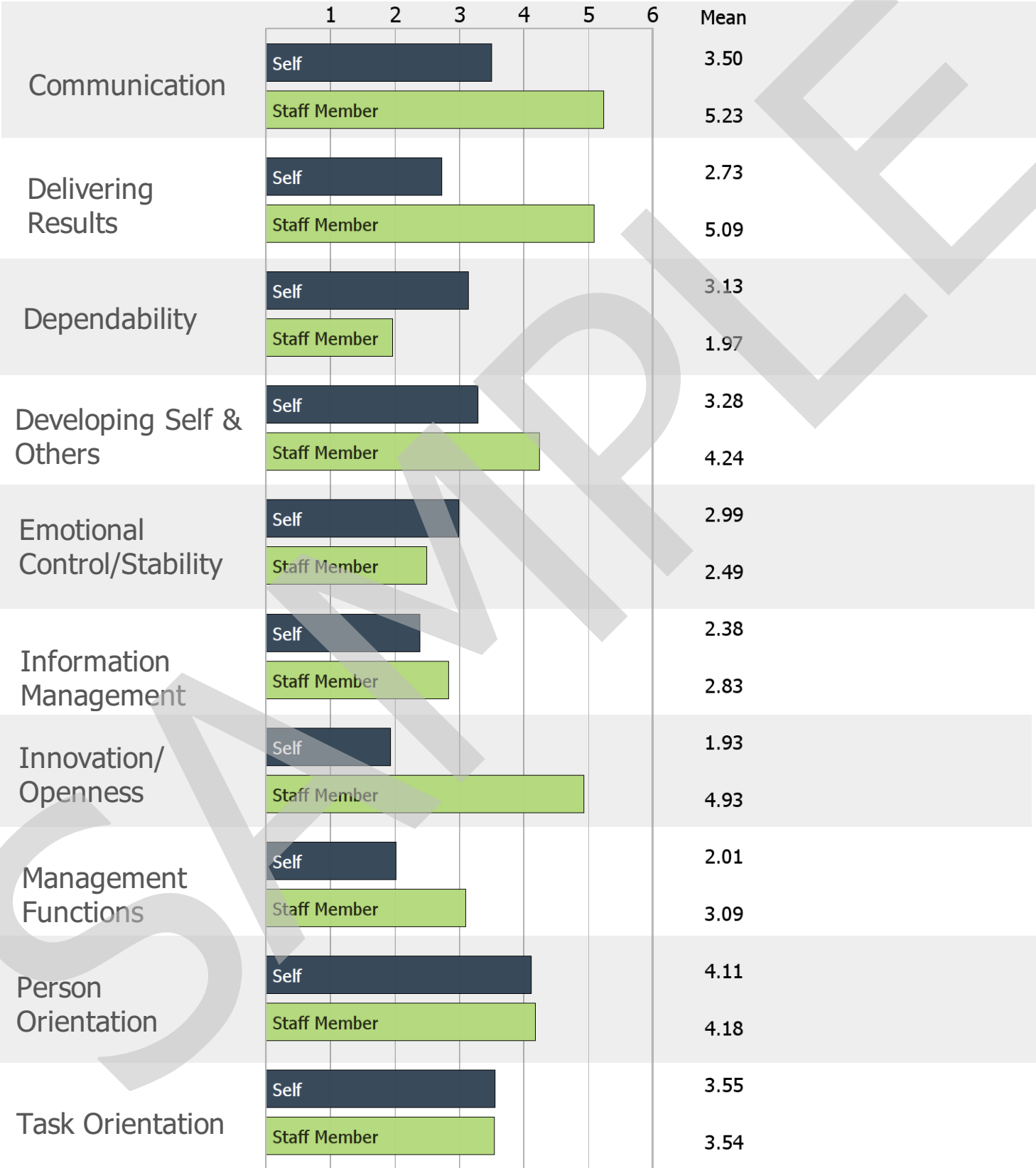
Strongly Disagree	1
Disagree	2
Slightly Disagree	3
Slightly Agree	4
Agree	5
Strongly Agree	6

Scoring Radar



Self
Staff Members

Scoring Overview



Positive & Negative Gaps

Positive Gaps					
Rank	Competency	Behavior	Staff Member	Self	Gap
1	Dependability	Stands up for values and principles.	4.87	1.00	3.87
2	Management Functions	Analyzes relevant data and information in appropriate amounts when making decisions.	4.33	1.00	3.33
3	Information Management	Keeps people informed about organizational plans and developments.	4.11	1.00	3.11

Negative Gaps					
Rank	Competency	Behavior	Staff Member	Self	Gap
1	Person Orientation	Gives the authority to carry out job responsibilities.	2.81	5.00	-2.19
2	Innovation/Openness	Fosters an environment that encourages innovation and the development of new ideas.	1.99	4.00	-2.01
3	Developing Self & Others	Coaches employees and helps them improve overall work performance.	2.10	4.00	-1.90

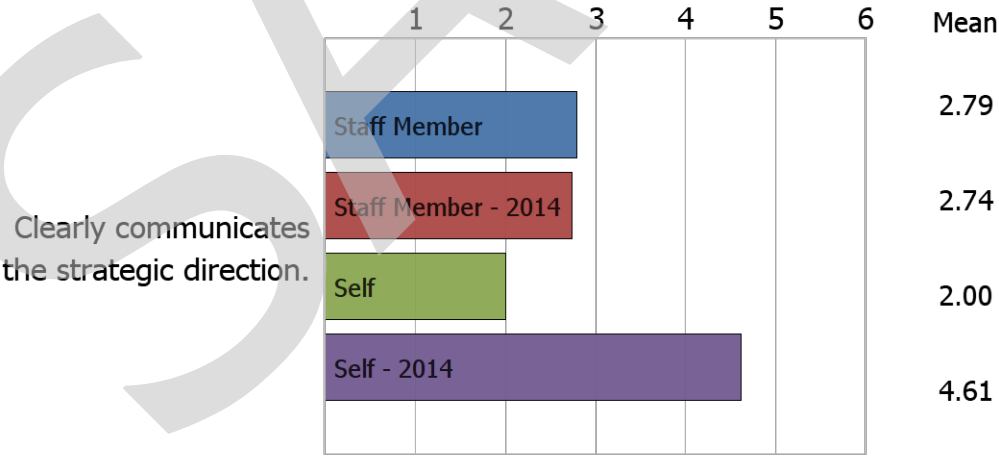
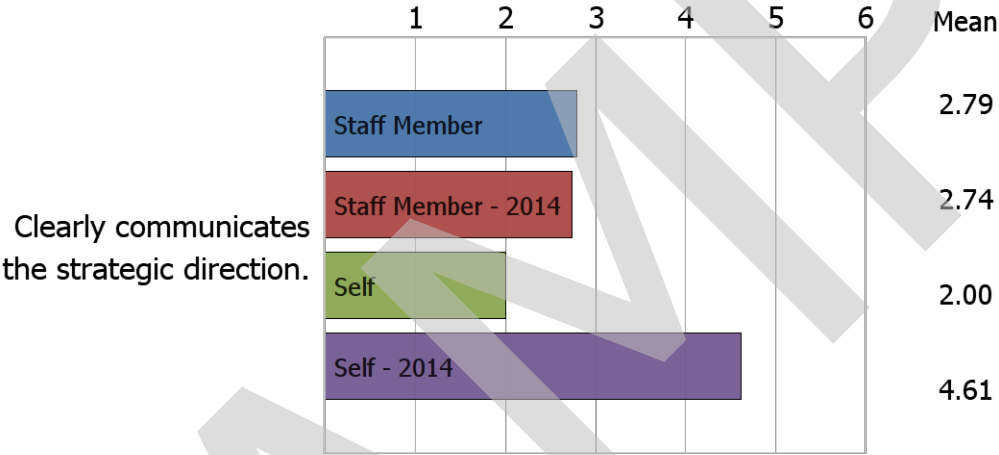
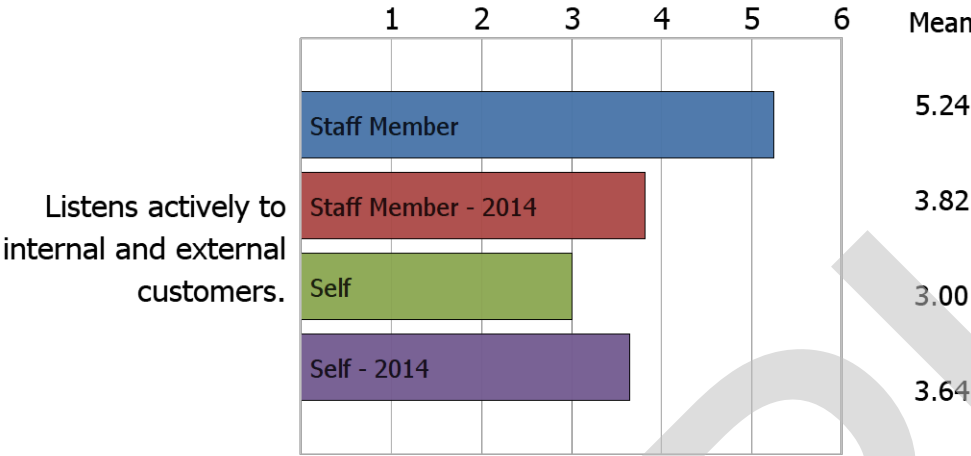
High & Low Scores (Does not include self-ratings)

Ten Highest Rated Behaviors			
Rank	Competency	Behavior	Average
1	Communication	Listens actively to internal and external customers.	5.24
2	Dependability	Responds to my questions/concerns in a timely manner.	5.23
3	Developing Self & Others	Eagerly pursues new knowledge, skills, and methods.	5.22

Ten Lowest Rated Behaviors			
Rank	Competency	Behavior	Average
1	Innovation/Openness	Fosters an environment that encourages innovation and the development of new ideas.	1.99
2	Management Functions	Effectively manages people.	2.00
3	Delivering Results	Displays a commitment to continuous improvement.	2.02

Communication

Individuals high on this competency tend to actively attend to what others are saying; verbally express thoughts in a clear, pleasant, and straightforward manner; and are effective in presenting material to groups of people.



Please describe the **THREE GREATEST STRENGTHS** of the individual you are providing feedback.

Staff Member Responses

Ultrices sit non? Justo a.

Justo non fermentum accumsan, eget.

Laoreet quis. Euismod tempor lectus.

Convallis ultricies auctor consequat ultricies.

Arcu facilisis lacus vulputate? Aenean.

Please describe **THREE AREAS YOU BELIEVE ARE IN NEED OF IMPROVEMENT** of the individual you are providing feedback.

Staff Member Responses

Justo ut luctus cursus fusce.

Pede! Velit turpis leo metus.

Mauris. Faucibus risus wisi nibh.

Tempus vulputate praesent donec ante.

Mattis posuere posuere lorem est.

Development Planning Preparation

Insert questions and charts here.

SAMPLE



FEBRUARY 2019 STAFF REPORTS

City Administrator –

City Clerk –

- The Deputy City Clerk is very happy to have hired a new Municipal Court Clerk and Assistant Deputy City Clerk.

Police Department –

- Alec Coscarella, who has been attending the Pueblo Police Academy, graduated February 15, 2019. He began his training in Salida on February 18, 2019.
- Officer Harry Peele is now working as an SRO in the Salida School District. He will be replacing Officer CJ Meseke who will be moving back to patrol after nearly two years as SRO.
- Working on getting caught up on training and completing POST mandated training.

Fire Department –

- Salida Fire's 18-year old Rescue Truck has a new home. After listing it for three years, we were able to sell it to Florence Fire Protection District. The truck will be housed in Penrose and run on motor vehicle accidents on Highways 50 and 115, for which it was designed.
- All the steel for the multi-use facility has been erected. The metal roof and siding are now being applied.
- Kathy Rohrich, a 13-year career firefighter, was promoted to the position of Fire Inspector and began her duties on February 13.
- On Friday, February 15, we conducted practical testing and oral boards for our open firefighter positions.
- The weekend of February 9-10, there was a potential for a major incident with natural gas service. Communication during this time was key and I (Doug Bess) felt that all the entities were kept in the loop until the issue was resolved.

Public Works –

- Administration:
 - Design coordination and bid packet preparation on 2019 street projects.
 - Design coordination and bid packet preparation on 2019 concrete maintenance project.
 - Design coordination and bid packet preparation on 2019 asphalt and crack sealing project.
 - Coordination with CDOT on US-50 Phase IV streetscape bid package.
 - CDOT Regional TPR attendance week of February 4th. General summary includes R5 project updates and 2019 TRIP project planning process. It is recommended that an elected official and/or City Administrator also consider quarterly attendance in 2019 to help show local support for desired projects during this planning cycle that only occurs once every three years.
 - Scoping collection system engineering study. Pull consumption and plant flow data for analysis.
- Streets:
 - Vehicle maintenance.
 - Assist with roadway repairs including concrete patching.
 - Several pot hole repairs (weather and material dependent).
 - Coordination with CDOT on snow removal IGA for 291.
- Water/Wastewater:
 - Several water main/service leaks including a line on lower F Street.
 - Routine water meter service work.
 - Pump replacement start-up at galleries
 - Pipe shelving/organizing at water shed.
- Parks/Facilities:
 - Park equipment repairs.
 - Public restroom repairs.
 - Assist with camera and inspection work of Touber sewer laterals.
 - Pump facility repairs.
 - Vehicle maintenance.

Parks/Recreation –

- Met with Cloward H₂O, the soaking pool/splash pad consultant.
- Requested financial assistance for water fitness equipment and received a \$5,000 commitment from Live Well Chaffee County.
- Attended a Skate Park committee meeting, where we discussed funding options.

Community Development –

- The Community Development staff has been reduced by more than 1/3 as Kristi is out on an extended leave. Salida is missing the Best Public Employee of the Year.
- Planning Commission will have a full agenda this month with a conditional use; multiple principal structure; and two minor subdivisions requests.

- The Future 50 process has taken a short hiatus as Community Builder staff are on vacation. We are working on a preferred draft and are looking to meet with business owners again in March.
 - Bill Almquist attended the Saving Places conference in Denver for three days at the start of February. Saving Places is all about historic preservation in Colorado. Through a grant and city funding, we were also able to send two HPC members: Keith Krebs and Patrick Regan.
 - We are scheduling a joint work session with the Historic Preservation Commission and Council for March 18 to discuss amending the Code to change the HPC role.
-

SteamPlant –

- The SteamPlant/Scout Hut hosted 87 events in January, including two weddings.
- Installed new lighting in theater balconies.
- Purchased and installed new computers for staff.
- Remote live broadcasting for channel 191.