

PLANNING COMMISSION STAFF REPORT

MEETING DATE:	August 23, 2021
AGENDA ITEM TITLE:	West End (Upchurch) Major Subdivision – Major Impact Review
AGENDA SECTION:	Public Hearing

REQUEST / BACKGROUND:

The applicants, Tory and Clee Upchurch, are requesting approval of a 24-lot major subdivision on a 5.32 acre parcel located between County Road 140 and County Road 141, legally known as a "Tract in the SE ¹/₄ SW ¹/₄ of Section 31 T50N R9E of the N.M.P.M., Chaffee County, Colorado." The site is zoned Medium-Density Residential (R-2) and was recently annexed into the city of Salida. A conceptual review of the proposed subdivision initially occurred on January 4th, 2021, and an updated version of the subdivision concept was provided during the subsequent annexation hearings on March 22 and April 20, 2021. Development of the property is subject to a variety of conditions contained within the (Upchurch) annexation agreement (Resolution 2021-11), which are discussed as relevant herein and attached to the end of this report.

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



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B. MAJOR SUBDIVISION PLAT REVIEW

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

1. Comprehensive Plan.

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

2. Zone District Standards.

The proposed subdivision will comply with the underlying Medium-Density R-2 zoning district standards and other applicable standards of the Land Use and Development Code, with the exceptions specifically granted and detailed in the annexation agreement (and conditioned below as plat notes), including minimum rear lot line frontage onto CR 141 and minimum lot frontage for lots in the northwest corner of the development, among others.

3. Improvements.

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

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

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

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

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

4. Natural Features.

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

5. Floodplains.

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

6. Noise Reduction.

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

7. Future Streets.

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

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

8. Parks, Trails and Open Space.

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

- The applicant shall build and maintain a crusher-fine path across the 10-foot pedestrian access between West End Road and CR 141.
- Fees-in-lieu for Open Space and for Fair Contributions to Schools shall be required prior to certificate of occupancy for all units.

9. Common Recreation Facilities.

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

10. Lots and Blocks.

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

11. Architecture.

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

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

12. Codes.

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

13. Inclusionary Housing.

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

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

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

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

1) The general site plan of the streets, utilities and drainage improvements appear to be consistent with design criteria.

2) A drainage easement is provided for stormwater detention. The point discharge from the detention pond is into County Road ROW. It is recommended that the County requirements be reviewed for design storm, etc. and consideration of additional storage to provide full retention.

3) ADA ramps to be provided on the south side of County Road 140 (Airport Road) at proposed intersections in order to provide pedestrian and ADA accessibility to the existing concrete sidewalk on the south side of the roadway. A temporary surface improvement (crusher fine path and culvert) may be considered at the crosswalk adjacent to Shepherd Road ROW until the time of Angel View Subdivision intersection improvements.

4) Curb inlets to be provided at the drainage low point at Shepherd Road.

5) Review design intent of water services to lots as it would appear many of the lots are anticipated to be duplexes. Lot 15 shows five water services.

• <u>Xcel Energy</u>: Sterling Waugh responded: "We will need to add side lot easements, 5', and lots 16 & 21 need a 10' easement on the side touching the road. Need rear lot easements as well, 10' on the lots that don't have one already."

STAFF RECOMMENDATIONS:

Staff recommends approval of the major subdivision requests with the following conditions:

- 1. The applicant shall add the following notes to the final subdivision plat, consistent with requirements of the annexation agreement:
 - Any lots created on property immediately adjacent to CR 141 shall be developed with detached single-family primary dwellings, shall have a minimum lot size of 7,500 square feet ("SF"), and shall have no less than 50 feet of rear lot line frontage onto CR 141. If accessory dwelling units ("ADUs") are developed on lots immediately adjacent to CR 141, said ADUs shall be subject to the same frontage restrictions of the primary dwellings.

- Up to three (3) lots at or around the northwest corner may have less than the required minimum lot frontage facing onto the proposed internal street, but such frontage shall be no less than 20 feet, and proposed development upon said lots shall follow the applicable approval processes set forth in the City Code.
- No primary or accessory dwelling units within any future development on the Property shall have frontage on CR 141 without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
- Developer shall enter into either a subdivision improvement agreement or development agreement that includes guarantees for the construction of the public street improvements, the extension of public water and sewer mains, and guarantees the construction, prior to recordation of the subdivision or development.
- Developer shall, at time of development of the Property, improve the annexed portion of CR 140 fronting the Property site, pursuant to City Code and all City Design Standards, including and relating, but not limited to, curb, gutter, sidewalk, street trees and parking on the north side; provide a crosswalk across CR 140 to the shared path on the south side in a location approved by City staff; and provide a minimum 2-inch overlay over both drive lanes of CR 140 along the frontage of the annexed property and extended to the west intersection with CR 141, or reconstruct said road if it is for grade, at the direction of the Public Works Director.
- Roads shall be designed in accordance with the City Design Standards, including, but not limited to, applicable requirements related to sidewalk construction and of right-of-way dedication, unless otherwise permitted by the Public Works Director. It is noted that a 40-foot ROW on the west end of such a subdivision, in addition to other access requirements, would be sufficient and a sidewalk would only be required on the east side of said ROW. A 20-foot dedication of ROW will be required of the adjacent property to the west at time of annexation for that parcel.
- No vehicle access to or from CR 141 shall be allowed in any future development on the Property without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
- The first built inclusionary housing units shall receive certificate of occupancy ("CO") prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO. The number of units required to be physically built will be specified within the subdivision improvement agreement or development agreement, based upon the 12.5% City Code requirement.
- For any affordable inclusionary housing unit(s) required to be built within the development, the developer shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.
- Developer shall give preference to current Chaffee County residents or workforce for a minimum of six (6) non-inclusionary housing units within any development on the Property, to the extent permitted by law. Such marketing and vetting shall be the

developer's responsibility, with guidance provided by City staff and the Chaffee Housing Authority.

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

RECOMMENDED MOTIONS:

A. "I make a motion to recommend the City Council approve the proposed West End Major Subdivision, subject to the conditions recommended by staff."

<u>Attachments:</u> Major Subdivision Application Materials and Preliminary Plat Civil Drawings Traffic Study Upchurch Annexation Agreement Proof of Notice

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GENERAL DEVELOPMENT APPLICATION

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

1. TYPE OF APPLICATION (Check off as appropriat	te)
Annexation Pre-Annexation Agreement	Administrative Review: (Type)
Appeal Application Certificate of Approval	Limited Impact Review: (Type)
Creative Sign Permit Historic Landmark/District License to Encroach	Major Impact Review: (Type) ^{Subdivision}
Text Amendment to Land Use Code Watershed Protection Permit Conditional Use	Other:
2. GENERAL DATA (I'o be completed by the application of the second secon	ant)
	*
A. Applicant Information	
Name of Applicant: Tory Upchurch	
Mailing Address:4934 W. Hwy 290 Sunset Valley	r, Texas 78735.
Telephone Number: 512.826.6152	_ FAX:
Email Address: toryup@gmail.com	
Power of Attorney/ Authorized Representative: Ravi R (Provide a letter authorizing agent to represent you, inclu- telephone number, and FAX)	de representative's name, street and mailing address,
B. Site Data Name of Development: WestEnd	
Street Address: Between CR 140 and CR 141	North of Shepard Rd.
Legal Description: Lot Block Subdivision	(attach description)
Disclosure of Ownership: List all owners' names, mortgages, run with the land. (May be in the form of a current certificate encumbrance report, attorney's opinion, or other documentate	liens, easements, judgments, contracts and agreements that from a title insurance company, deed, ownership and ion acceptable to the City Attorney)
I certify that I have read the application form and that the in correct to the best of my knowledge	formation and exhibits herewith submitted are true and
Signature of applicant/agent	Date 1636)
Signature of property owner My MWM	Date 1 [2] []

General Development Application Form

City Of SUBMITTAL REQUIREMENTS 448 East First Street, Suite 112 Salida, CO 81201 Phone: 719 530 2626 East: 719 539 5271

Salida, CO 81201 Phone: 719-530-2626 Fax: 719-539-5271 Email: planning@cityofsalida.com

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

1. PROCEDURE (Section 16-3-80)

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

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

M. <u>Application Contents (City Code Section (16-3-50)</u>

- 1. A General Development Agreement completed.
- 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
- 3. A brief written description of the proposed development signed by the applicant;
- 4. Special Fee and Cost Reimbursement Agreement completed.

5. Public Notice.

- a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
- b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
- c) Applicant is responsible for posting the property and submittal of notarized affidavits for proof of posting the public notice.

]7. Developments involving construction shall provide the following information:

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half $(8^{1/2})$ inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:

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

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

- c. Parking spaces;
- d. Utility distribution systems, utility lines, and utility easements;
- e. Drainage improvements and drainage easements;
- f. Roads, alleys, curbs, curb cuts and other access improvements;
- g. Any other improvements;
- h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and
- i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.
 - (ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:
 - a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;
 - b. Plans and profiles for sanitary and storm sewers; and
 - c. Profiles for municipal water lines; and
 - d. Street plans and profiles.

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

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

9. Any subdivision request including a plat meeting the requirements of Section 16-6-110;

10. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

(i) A tabular summary of the development proposal, which identifies the total proposed development area in acres, with a breakdown of the percentages and amounts devoted to specific land uses; total number and type of proposed residential units; total number of square feet of proposed nonresidential space; number of proposed lots; and sufficient information to demonstrate that the plat conforms with all applicable dimensional standards and off-street parking requirements.

(ii) A description of those soil characteristics of the site which would have a significant influence on the proposed use of the land, with supporting soil maps, soil logs and classifications sufficient to enable evaluation of soil suitability for development purposes. Data furnished by the USDA Natural Resource Conservation Service or a licensed engineer shall be used. The data shall include the shrink/swell potential of the soils, the groundwater levels and the resulting foundation requirements. Additional data may be required by the City if deemed to be warranted due to unusual site conditions.

(iii) A report on the geologic characteristics of the area, including any potential natural or manmade hazards which would have a significant influence on the proposed use of the land, including but not limited to hazards from steep or unstable slopes, rockfall, faults, ground subsidence or radiation, a determination of what effect such factors would have, and proposed corrective or protective measures.

- (iv) Engineering specifications for any improvements.
- (v) A plan for erosion and sediment control, stabilization and revegetation.

(vi) A traffic analysis prepared by a qualified expert, including projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of a proposed development on surrounding City streets and to evaluate the need for road improvements to be made.

(vii) A storm drainage analysis consisting of the following:

(a) A layout map (which may be combined with the topographic map) showing the method of moving storm sewer water through the subdivision shall be provided. The map shall also show runoff concentrations in acres of drainage area on each street entering each intersection. Flow arrows shall clearly show the complete runoff flow pattern at each intersection. The location, size and grades of culverts, drain inlets and storm drainage sewers shall be shown, as applicable.

(b) The applicant shall demonstrate the adequacy of drainage outlets by plan, crosssection and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.

(c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.

(viii) Evidence of adequate water supply and sanitary sewer service - Data addressing the population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of

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

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

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

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

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

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

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

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

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

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

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

11. An access permit from the Colorado Department of Transportation; and

12. A plan for locations and specifications of street lights, signs and traffic control devices.

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

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

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

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

- 2. Conformance to Code. The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:
 - a. Zoning District Standards. The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

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

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

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

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

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

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

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

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

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

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

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

We will provide public facilities and propose any necessary improvements.

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

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

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

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

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

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



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

WRITTEN NARRATIVE WestEnd Subdivision

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Works Administrative Variance Requests:

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

16-6-120. Subdivision review standards.

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

(1) Comprehensive Plan. The proposed subdivision shall carry out the purpose and spirit of the Comprehensive Plan and conform with all of the Plan's applicable objectives, guiding principles and recommended actions. It shall be designed to be compatible with surrounding land uses and to protect neighbors from undesirable noise, glare and shadows, and shall not cause adverse effects on their privacy, solar access and views.

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

(2) Zone District Standards. The proposed subdivision shall comply with the use and dimensional standards of the underlying zone district and shall provide off-street parking as required for the uses.

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

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

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

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

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

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

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

Our goal is complete infrastructure build out in one phase.

(4) Natural Features. The layout of lots and blocks shall provide desirable settings for structures by making use of natural contours and maintaining existing views, affording privacy for residents and protecting them from adverse noise and vehicular traffic. The system of roadways and the lot layout shall be designed to take advantage of visual qualities of the area. Natural features and native vegetation shall be preserved whenever possible. Tree masses and individual trees of six-inch caliper or greater shall be preserved.

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

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

The land is not in a 100 year floodplain.

(6) Noise Reduction. Where a subdivision borders on or contains a highway right-of-way, the City shall require adequate provisions for reduction of noise. A parallel street, landscaping, screening, easement, greater lot depth, increased rear yard setbacks and fencing are potentially appropriate solutions, among others.

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

(7) Future Streets. When a tract is subdivided into lots or parcels which are intended for future resubdivision, such lots or parcels shall be arranged so as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connectors for such resubdivision.

Not applicable

(8) Parks, Trails and Open Space. Each subdivision, minor or major, or condominium project with five (5) units or more, shall dedicate and develop land or pay a fee-in-lieu for the purpose of providing active parks, open space, passive recreation facilities and/or recreation trails or other public purposes as determined by the City for the benefit of those who occupy the property and be made accessible to the public. The intent of this regulation is to ensure that a comprehensive, integrated network of parks, trails and open spaces is developed and preserved as the community grows.

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

(9) Common Recreation Facilities. Where a development is proposed to contain common recreation facilities, such facilities shall be located within the development so as to be easily accessible to the residents and to least interfere with neighboring developments.

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

(10) Lots and Blocks.

(i) Pattern. The size, shape and orientation of lots shall be appropriate to the design and location of the proposed subdivision and to the type of development contemplated. Where appropriate, lots shall be laid out to respect the existing City pattern. Blocks generally shall not be less than three hundred (300) feet nor more than one thousand two hundred (1,200) feet in length.

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

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

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

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

We have provided approximate right angles where possible.

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

There are no double frontage lots in the development.

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

There are no "T" intersections in the development.

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

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

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

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

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

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

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CURVE ARC LENGTH RADIUS DELTA ANGLE CH C1 45.83' 61.51' 42°41'44" S C2 12.37' 60.00' 11°48'53" N C3 31.11' 60.00' 29°42'19" N C4 20.83' 60.00' 19°53'18" N C5 37.72' 60.00' 36°00'57" N C6 35.71' 60.00' 34°06'06" N C6 35.71' 60.00' 34°06'06" N M C6 35.71' 60.00' 34°06'06" N C6 35.71' 60.00' 34°06'06" N N C6 35.71' 60.00' 34°06'06" N N C0LORADO, DO HEREBY CERTIFY THAT I HAVE EXAMIN DEDICATED AND AS SHOWN AND DESCRIBED ON THIS CLEE QUICK UPCHURCH AND TORY UPCHURCH, FREE A EXCEPT AS LISTED BELOW: EXCEPT AS LISTED BELOW: EXCEPT AS LISTED BELOW:	HORD BEARING CHORD LENGTH 25'00'00" E 44.78' 37'05'50" E 12.35' 16'20'14" E 30.76' 08'27'35" W 20.72' 36'24'42" W 37.10' 71'28'14" W 35.19' NSURANCE AGENT IN THE STATE OF ED THE TITLE TO THE PROPERTY HEREBY PLAT AND FOUND TITLE VESTED IN KRISHNA AND CLEAR OF ALL LIENS AND ENCUMBRANCES
DATED THIS DAY OF, 202 TITLE AGENT CLERK AND RECORDER THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND ON THIS DAY OF, 202 I U CHAFFEE COUNTY CLERK AND RECORDER LAND SURVEYOR'S CER I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYO CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UN RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT	S CERTIFICATE D RECORDER OF CHAFFEE COUNTY, COLORADO, ATM. INDER RECEPTION NUMBER TIFICATE R LICENSED TO PRACTISE IN THE STATE OF COLORADO, DO HEREBY DER INDIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE TO THE BEST OF MY KNOWLEDGE.

∑ 37937

REPRESENTATIVE

STATE OF _____)

MY COMMISSION EXPIRES

NOTARY PUBLIC

ADMINISTRATOR, CITY OF SALIDA

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

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

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

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

S 88°3 | '30" E

EDGE-OF-PAVEMENT

LOT 3 7513.9SQ. FT.

5 88°32'00" E 184.68'

BOUNDARY LINE AGREEMENT JRECEPTION NO.471356

WEST END MAJOR SUBDIVISION LOCATED IN THE SE1/2 SW1/4 OF SECTION 31 T50N R9E OF THE N.M.P.M. CITY OF SALIDA, CHAFFEE COUNTY, COLORADO



ACKNOWLEDGMENT OF LIEN HOLDER

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

DATE

) 55.

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____2021, BY _____. WITNESS MY HAND AND SEAL.

CITY ADMINISTRATOR APPROVAL

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

CITY OF SALIDA ACCEPTANCE

GENERAL NOTES

I) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINA SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERLY RIGHT-OF-WAY CHAFFEE COUNTY ROAD 140 BETWEEN TWO 1" ALUMINUM CAPS STAMPED "LS 1776" HAVING A BE OF NORTH 89°41'28" WEST.

2) ZONE: MEDIUM DENSITY RESIDENTIAL (R-2)

3) AS REQUIRED UNDER SECTION 16.6.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU (LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID BY THE OV OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT

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VICINITY MAP (NO SCALE)



	CIVIL ENGINEERING PLANS
	SHEET INDEX
SHEET NO.	DESCRIPTION
1.	CIVIL COVER SHEET
2.	STREET PLANS – STREET COVER
3.	STREET PLANS - TYPICAL SECTIONS
4.	STREET PLANS – DETAILS
5.	CR140 – STA 1+00.00 TO STA 5+50.00
6.	CR140 – STA 5+50.00 TO STA 10+00.00
7.	CR140 – STA 10+00.00 TO STA 13+74.52
8.	PENNY LANE – STA 1+00.00 TO STA 3+64.22
9.	SHEPHERD DRIVE - STA 1+00.00 TO STA 6+00.00
10.	SHEPHERD DRIVE – STA 6+00.00 TO STA 8+34.54
11.	EAST SIDE – STA 1+00.00 TO STA 4+32.50
12.	SEWER PLANS - SEWER COVER SHEET
13.	SEWER PLANS – SEWER DETAILS
14.	CR140 SEWER – STA 1+00.00 TO STA 4+28.21
15.	SHEPHERD SEWER - STA 1+00.00 TO STA 5+00.00
16.	SHEPHERD SEWER - STA 5+00.00 TO STA 8+58.04
17.	WATER PLANS – WATER COVER SHEET
18.	WATER PLANS – WATER DETAILS
19.	WATER MAIN – STA 1+00.00 TO STA 3+75.00
20.	WATER MAIN – STA 3+75.00 TO STA 7+50.00
21.	WATER MAIN – STA 7+50.00 TO STA 10+57.95
22.	WATER SVC CR140



BEFORE YOU DIG, CALL: 811

UTILITY NOTIFICATION CENTER OF COLORADO FOR WATER EMERGENCIES, WATER LEAKS, OR DAMAGED PIPELINES, THE CONTRACTOR SHALL CALL: SALIDA PUBLIC WORKS - (719) 539-6257

IT'S THE LAW

CALL AT LEAST TWO WORKING DAYS PRIOR

TO EXCAVATING

GENERAL NOTES:

- 1. ANY CHANGES FROM THE PLAN, STANDARD NOTES, STANDARD DESIGNS, OR SPECIFICATIONS SHALL BE CONS NON-CONFORMING UNLESS APPROVED IN WRITING BY THE ENGINEER OF RECORD. INSTALLATIONS NOT CONFORMING TO THE SHALL BE REMOVED AND REPLACED AND/OR CORRECTED AT THE CONTRACTOR'S EXPENSE.
- 2. THE CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL MATERIALS A MINIMUM OF 1 WEEK PRIOR TO START OF CONSTRUCT REVIEW AND APPROVAL BY THE ENGINEER. ANY MATERIALS NOT RECEIVING APPROVAL PRIOR TO INSTALLATION MAY BE DISA FOR PAYMENT AND/OR BE REQUIRED TO BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.
- 3. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING FOR ALL ALIGNMENTS AND GRADES BY A LICENSED SU CONSTRUCTION SURVEYING AND FIELD STAKES SHALL UTILIZE THE SAME HORIZONTAL AND VERTICAL DATUM AND BASIS OF AS THE DESIGN.
- 4. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR IS RESPONSIBI DOCUMENTING EXISTING CONDITIONS WITH DIGITAL PICTURES. TO BE STORED IN THE PROJECT ELECTRONIC FILES.
- 5. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN HEREON OR NO PROTECT THEM FROM DAMAGE. ALL UTILITIES AND MONUMENTS SHOULD BE FLAGGED PRIOR TO CONSTRUCTION. THE CON SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
- 6. ANY MONUMENTS DISTURBED DURING CONSTRUCTION MUST BE RESET BY A LICENSED SURVEYOR. NOTE THAT RESETTING OF MONUMENTS BY ANYONE OTHER THAN A LICENSED SURVEYOR IS A CRIME.
- 7. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING BUT NOT LIMI A. OSHA REGULATIONS
 - B. NPDES STORMWATER REGULATIONS
 - C. LOCAL, STATE, AND FEDERAL PERMITS
 - D. CLEAN WATER ACT
 - E. CITY OF SALIDA CONSTRUCTION STANDARDS AND SPECIFICATIONS.

SALIDA, CO AUGUST, 2021

- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR COMPLETION OF THE WORK, SPECIFICALLY NOTED OTHERWISE.
- 8. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE YEAR COMMENCING FROM THE TIME OF FINAL ACCE THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ALL FAILURES DETERMINED BY THE ENGINEER CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD.
- 9. THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON THE JOB SITE AT ALL TIMES AND PROVIDE SUBCONTRACTORS WITH OF PLANS. THE CONTRACTOR SHALL MAINTAIN A RED-LINED SET OF PLANS, INDICATING ALL CONSTRUCTION CHANGES, AN IT UP TO DATE AT ALL TIMES. INCOMPLETE REDLINES SHALL BE SUFFICIENT CAUSE FOR REJECTION OF PAYMENT APPLICAT COMPLETED RED LINE SET SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO SUBSTANTIAL COMPLETION.
- 10. ALL CONSTRUCTION SHALL COMPLY WITH THE CONSTRUCTION CONTRACT, THESE PLANS AND THE APPROVAL AGENCY CONST STANDARDS AND SPECIFICATIONS IN FORCE AT THE TIME OF THE BID AWARD. IN CASE OF CONFLICT THE FIRST LISTED ORDER ABOVE SHALL RULE.
- 11. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING WITH THE TESTING AGENCIES AND PROJECT ENGINEER TO ENSURE REQUIRED TESTING IS COMPLETED PRIOR TO PROCEEDING WITH THE WORK. RETESTING REQUIRED DUE TO FAILED MATERIA AND/OR REQUESTS FOR TESTING OUTSIDE OF NORMAL BUSINESS HOURS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 12. CONTRACTOR SHALL PROVIDE BUSINESSES AND PRIVATE RESIDENCES NOTICE A MINIMUM OF 48 HOURS PRIOR TO COMM WORK THAT WILL IMPACT ACCESS OR SERVICES TO THEIR PROPERTIES.
- 13. CONTRACTOR SHALL PROVIDE THE APPLICABLE PUBLIC WORKS DEPARTMENT NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMM WORK THAT WILL IMPACT PUBLIC ACCESS OF SERVICES.
- 14. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND MEASURES OF EVERY NATURE. ALL EXCAVATIONS LEFT OPEN OVERNIGHT MUST BE BARRICADED TO PREVENT VEHICUL PEDESTRIAN ACCESS.
- 15. THE CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENT TO UTILIZE OFF-SITE PROPERTIES FOR STAGING OR STORAGE OF MAT CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MINIMIZE ANY NUISANCE CONDITIONS ARISING FROM THEIR STAGI MATERIAL STORAGE AREAS.
- 16. THE CONTRACTOR SHALL COORDINATE WITH THE APPLICABLE PUBLIC WORKS DEPARTMENT TO ARRANGE FOR ANY CONST WATER NEEDED PRIOR TO THE START OF CONSTRUCTION.
- 17. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE GOVERNING ENTITY. WHICH MUST BE API PRIOR TO COMMENCING WITH THE WORK. 18. CONTRACTOR SHALL KEEP WEIGHT TICKETS, BATCH TICKET, INVOICES, ETC. FOR ALL MATERIAL INCORPORATED INTO THE PI
- COPIES MUST BE SUBMITTED TO THE ENGINEER PRIOR TO PAYMENT FOR ITEMS. 19. THE CONTRACTOR SHALL SCHEDULE THE WORK TO MINIMIZE THE DISTURBANCE OF MAIL DELIVERY TO ALL AFFECTED AI
- WHEN NECESSARY, CONTRACTOR SHALL NOTIFY EXISTING RESIDENCES OF IMPENDING DISTURBANCE A MINIMUM OF ONE WEEL TO REMOVING/OBSTRUCTING MAILBOXES.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING OR REPAIRING ANY DAMAGE TO PRIVATE PROPERTY IMPROVEMENTS A FINAL CLEAN UP AND STREET SWEEPING OF THE JOB SITE.

BASIS OF BEARINGS:

GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE

	SEAL							CI	TY OF SALIDA
RTDEE								DESIGNED BY WBH	APPROVED BY:
								DRAWN BY BH, CA	
								CHECKED BY BH, TV	AGENCY HEAD DATE
918 CUYAMA ROAD								SCALE (NO SCALE)	BENCHMARK: SEE PLAN AND PROFILE SHEETS FOR BENCHMARKS, ONE PER BLOCK
OJAI, CA 93023 PH: 719-221-1799		ENGI	NEER	MARK	REVISIONS	REVISIO	DATE DN AGENCY	DATE AUG. 2021	



		PROJECT BOUNDARY/RIGHT-OF-WAY
		EXISTING/ADJACENT RIGHT-OF-WAY
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ILE FOR	UGT	EXISTING UNDERGROUND TELEPHONE
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TED TO:		NEW SEWER SERVICE LINE
	W	EXISTING WATER MAIN
		NEW 8" WATER MAIN
		NEW WATER SERVICE LINE
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OWNER: TORY UPCHURCH 2112 ANN ARBOR AVE AUSTIN, TX 78704 PHONE: 512-826-6152

SURVEYOR: LANDMARK SURVEYING & MAPPING 202 N F ST SALIDA, CO 81201 PH: (719) 539-4021 CONTACT: SYD SCHIEREN

PROGRESS SET 8/4/21

UPCHURCH SUBDIVISION SALIDA, CO CIVIL ENGINEERING PLANS OF 22 SHTS CIVIL COVER SHEET PROJECT NO. NOTES, LEGEND, SHEET INDEX, VICINITY MAF



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UPCHURCH SUBDIVISION

SALIDA, CO

STREET PLANS

CITY OF SALIDA						
^{ed by} WBH	APPROVED BY:					
^{BY} BH, CA						
ED BY BH, TV	AGENCY HEAD	DATE				
1"=60'	BENCHMARK: SEE PLAN AND BENCHMARKS, ONE PER BLOCK	PROFILE SHEETS FOR				
AUG. 2021						

STREET COVER

SHEET INDEX MAP, STREET NOTES



F THE OWNER OR THE ENGINEER.

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



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PH: 719-221-1799 REVISIONS	FVISION	AGENCY	DATE

SMOOTH GRADE TO SHEPHERD RIGHT OF WAY



TYPICAL SECTION #3EAST SIDE GRADING

PROGRESS SET 8/4/21

CI	TY OF SALIDA	
^{ied by} WBH	APPROVED BY:	
^{BY} BH, CA		
^{ED BY} BH, TV	AGENCY HEAD DATE	
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SALIDA, CO STREET PLANS TYPICAL SECTIONS STREETS AND ALLEYS

UPCHURCH SUBDIVISION





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SHEET NO.

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ог<u>22</u> SHTS

PROJECT NO.

20036

P	RO	GRESS	SET	8/4/2
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UPCHURCH SUBDIVISION

SALIDA, CO

STREET PLANS

DETAILS

NOTES AND DETAILS

CI	TY OF SALIDA	
GNED BY WBH	APPROVED BY:	
^{IN BY} BH, CA		
KED BY BH, TV	AGENCY HEAD	DATE
^E (NO SCALE)	BENCHMARK: SEE PLAN AND BENCHMARKS, ONE PER BLOCK	PROFILE SHEETS FOR
AUG. 2021		



EASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR	DUONE: 512_826
JRTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUTTS, OR	FILUNE, JIZ-020
TRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.	
ONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB	PREPARED UNDER THE DIRECTION
TE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY	
F ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND	
OT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND,	
IDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS	
ROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE	WILLIAM BERNARD HUSSEY
F WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE	
F THE OWNER OR THE ENGINEER.	1.0.E. NO EX





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

CONSTRUCTION NOTES:

CI	TY OF SALIDA	
^{NED BY} WBH	APPROVED BY:	
^{N BY} BH, CA		
^{(ED BY} BH, TV	AGENCY HEAD	DATE
1"=20'	BENCHMARK: SEE PLAN AN FOR BENCHMARKS, ONE PER BL	ID PROFILE SHEETS LOCK
AUG. 2021		

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

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OJAI, CA 93023		DATE	BY	MARK	PEVISIONS	APPR.	DATE	
PH: 719-221-1799		ENGI	NEER		REVISIONS	REVISIO	N AGENCY	

CITY OF SALIDA							
^{d by} WBH	APPROVED BY:						
^{BY} BH, CA							
^{BY} BH, TV	AGENCY HEAD DATE						
1"=30'	BENCHMARK: SEE PLAN AND PROFILE SHEETS FOR BENCHMARKS, ONE PER BLOCK						
UG. 2021							

UPCHURCH SUBDIVISION	SHEET NO.			
SALIDA, CO	12			
SEWER PLANS	OF <u>22</u> SHTS			
SEWER COVER SHEET NOTES AND INDEX MAP	PROJECT NO. 20036			

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ED ALLI	EYS									
		TRE	TRENCH SECTION NOTES							
BASE 1)		1.	STREET AND ALLEY PATCHING SHALL COMPLY WITH THE APPROPRIATE CITY OF SALIDA PATCHING STANDARDS.							
		2.	NEW ASPHALT OR ASPHALT OVERLAYS SHALL COMPLY WITH THE PROJECT SPECIFIC STANDARDS PROVIDED IN THE STREET AND/OR ASPHALT PATCHING NOTES.							
4 & 5)		3.	PIPE BEDDING SHALL BE 3/4" CLEAN CRUSHED ROCK.							
	4.	STRUCTURAL FILL SHALL MEET CDOT CLASS 1 AGGREGATE BASE SPECIFICATIONS.								
	5.	FILL AND BEDDING MATERIAL TO BE PLACED IN 8-INCH MAXIMUM LIFTS (COMPACTED DEPTH) TO THE FOLLOWING MINIMUM PERCENTAGES UNLESS NOTED OTHERWISE:								
RENCH	DIES		A. STREETS, PARKING LOTS & ALLEYS: 95% MODIFIED PROCTOR (ASTM D1557)							
SAFETY DON HA		B. UTILITY EASEMENTS OUTSIDE THE STREET SECTION: 90% MODIFIED PROCTOR (ASTM 1557).MA								
MENIS			C. UNDEVELOPED LAND: 80% MODIFIED PROCTOR (ASTM 1557).							
СН	e Bedding Notes 3 & 5)	6.	EXCAVATED MATERIAL CONTAINING RUBBISH, FROZEN MATERIAL, ORGANIC DEBRIS, ASPHALT, CONCRETE OR OTHER DELETERIOUS MATERIALS NOT SUITABLE FOR STRUCTURAL FILL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF MATERIAL IN A FASHION THAT COMPLIES WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. THE OWNER MAY REQUIRE DOCUMENTATION OF PROPER DISPOSAL AS A CONDITION OF FINAL PAYMENT.							
NG		7.	SEE WATER AND/OR SEWER GENERAL NOTES FOR PIPE SPECIFICATIONS.							
		8.	INSTALL INSULATED GAUGE 12 TRACER WIRE, TAPED TO THE TOP OF PIPE, (FOR SEWER SERVICE LINES) AND BROUGHT TO THE TOP OF EACH CLEANOUT.							
DFT	. A I I									

DEIAIL (NO SCALE)

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20036

PROGRESS SET 8/4/21

UPCHURCH SUBDIVISION

SALIDA, CO

SEWER PLANS

SEWER DETAILS

NOTES AND DETAILS

CITY OF SALIDA							
^{ied by} WBH	APPROVED BY:						
^{BY} BH, CA							
^{ED BY} BH, TV	AGENCY HEAD	DATE					
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SALIDA, CO 81201

PH: 719-539-1675

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

WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE

THE OWNER OR THE ENGINEER.

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WATER NOTES:

- 1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - A. MANUFACTURER'S DOCUMENTATION FOR ALL FITTINGS, VALVES, FIRE HYDRANTS, PIPE MATERIAL AND OTHER APPURTENANCES.
- B. GRADATION AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL. 2. WATER MAIN SIZE AND TYPE SHALL BE AS SHOWN ON THE PLAN AND COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS:
 - A. DUCTILE IRON PIPE (DIP) AWWA C151 AND C104 PRESSURE CLASS 350
- B. POLYVINYL CHLORIDE (PVC) AWWA C900 DR18 3. WATER SERVICE LINES SHALL BE DR9 CROSSLINKED HIGH DENSITY POLYETHYLENE (PEX) CONFORMING WITH AWWA C904, OR APPROVED EQUAL.
- 4. DUCTILE IRON PIPE SHALL HAVE A CEMENT MORTAR LINING CONFORMING WITH AWWA C104.
- 5. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C110 AND C111, OR AWWA C153,
- AND SHALL BE CEMENT MORTAR LINED CONFORMING TO AWWA C104. 6. VALVES SHALL BE RESILIENT SEATED GATE WITH CAST OR DUCTILE IRON BODIES, MANUFACTURED IN ACCORDANCE WITH AWWA C509. ALL VALVES SHALL BE EPOXY COATED INTERNALLY AND EXTERNALLY.
- 7. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURERS RECOMMENDATIONS.
- 8. ALL WATER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 4.5 FEET BELOW FINISHED GRADE. IF MAINTAINING MINIMUM COVER IS IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW REDUCED COVER WITH POLYSTYRENE INSULATION PLACED OVER THE WATER MAIN.
- 9. STRUCTURAL FILL, AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS. 10. PIPE BEDDING, AS DEFINED IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 6
- SPECIFICATIONS. 11. FIRE HYDRANTS SHALL BE WATEROUS PACER W-67 WITH STORZ ADAPTER, SET TO FACE THE STREET AND/OR FIRE ACCESS. FIRE HYDRANT SUPPLY LINES SHALL BE A MINIMUM OF 6"
- DIAMETER. 12. CORPORATION STOPS SHALL BE FORD AWWA/CC TAPER THREAD WITH PACK JOINT ADAPTERS, SIZED PER PLAN, AND TAPPED UTILIZING THE FOLLOWING METHODS:
 - A. DUCTILE IRON PIPE DIRECT TAP INTO THE MAIN. B. PVC PIPE - TAPPING SADDLES WITH AWWA/CC TAPER THREAD TO MATCH CORPORATION STOP.
- 12. CURB STOPS SHALL BE FORD BALL VALVES WITH PACK JOINT ADAPTERS, SIZED PER PLAN.
- 13. CURB BOXES SHALL BE TYLER DOMESTIC HD OR APPROVED EQUAL.
- 14. VALVE BOXES LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC SHALL BE H-20 RATED AND BE SURROUNDED BY A CONCRETE COLLAR.
- 15. TEMPORARY SERVICES SHALL BE PROVIDED WHENEVER SERVICE OUTAGES EXCEED 4 HOURS. ALL MATERIALS AND LABOR REQUIRED TO PROVIDE TEMPORARY SERVICE SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND SHALL NOT BE PAID FOR SEPARATELY.
- 16. NEW METER PITS SHALL BE "THERMA-COIL" (OR APPROVED EQUAL) PLACED WITH 5 FEET OF COVER UNLESS NOTED OTHERWISE. 17. METER PITS LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC SHALL HAVE AN H-20 RATED
- LID. 18. PIPE DEFLECTIONS SHALL NOT EXCEED ONE-HALF OF THE PIPE MANUFACTURER'S RECOMMENDED
- MAXIMUM DEFLECTION. 19. ALL WATER MAINS SHALL BE PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH THE MOST RECENT CONSTRUCTION STANDARDS AND SPECIFICATIONS OF THE UTILITY OWNER. PRESSURE
- TESTS MUST BE OBSERVED BY THE PROJECT ENGINEER, OR WATER SYSTEM OWNER STAFF. 20. NO CONNECTION TO EXISTING WATER MAINS PRIOR TO DISINFECTION OF THE NEW MAINS AND WRITTEN APPROVAL OF THE WATER SYSTEM OWNER.
- 21. WATER LINES SHALL HAVE A MINIMUM CLEARANCE FROM SEWER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW FOR REDUCED CLEARANCES WITH CONCRETE ENCASEMENT.
- 22. CONTRACTOR SHALL PROVIDE WATER USERS A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
- 23. TRACER WIRE SHALL BE INSTALLED ON ALL NON-METALLIC WATER MAINS. TRACER WIRE SHALL BE AWG 12 GAUGE WITH A SINGLE COPPER CONDUCTOR AND BLUE COLORED SHEATH. 24. SERVICE CONNECTIONS SHALL BE COMPLETED FOLLOWING THE PIPE MANUFACTURERS
- **RECOMMENDATIONS.** 25. ALL BENDS, TEES, FIRE HYDRANTS AND PLUGS SHALL BE PROTECTED FROM THRUST WITH
- MECHANICAL RESTRAINTS AND CONCRETE THRUST BLOCKS.
- 26. ALL PIPE JOINTS WITHIN ONE PIPE LENGTH OF BENDS, TEES, PLUGS, ETC. SHALL HAVE MECHANICAL JOINT RESTRAINTS.
- 27. ALL VALVES AND METER PITS ARE TO BE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY AND PERPENDICULAR TO THE STREET CENTERLINE.
- 28. METER PITS AND VAULTS MUST BE SET FLUSH WITH THE FINAL GRADE OF THE LANDSCAPE AND/OR STREET. 29. THE FOLLOWING ARE CONSIDERED MANDATORY INSPECTION POINTS FOR WATER MAIN
- **CONSTRUCTION:**
- A. TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
- B. PIPE BEDDING PRIOR TO COVERING PIPE
- C. LEAK TESTING OF SERVICE CONNECTIONS
- D. PRESSURE TESTING OF PIPE
- E. LEAK TESTING OF SERVICE CONNECTIONS
- F. LOCATE CONDUCTIVITY TEST (PVC MAINS ONLY)
- G. COMPACTION OF STRUCTURAL FILL
- H. DISINFECTION

PROGRESS SET 8/4/21

UPCHURCH SUBDIVISION

SALIDA, CO

WATER PLANS

CITY OF SALIDA						
^{ed by} WBH	APPROVED BY:					
^{BY} BH, CA						
^{ED BY} BH, TV	AGENCY HEAD	DATE				
1"=30'	BENCHMARK: SEE PLAN AND PROFILE BENCHMARKS, ONE PER BLOCK	SHEETS FOR				
AUG. 2021						

WATER COVER SHEET



NOTES AND INDEX MAP









CITY OF SALIDA						
^{ed by} WBH	APPROVED BY:					
^{BY} BH, CA						
^{ED BY} BH, TV	AGENCY HEAD	DATE				
(NO SCALE)	BENCHMARK: SEE PLAN AND BENCHMARKS, ONE PER BLOCK	PROFILE SHEETS FOR				
AUG. 2021						











CONSTRUCTION NOTES:

PROGRESS SET 8/4/21

CITY OF SALIDA						
^{ied by} WBH	APPROVED BY:					
^{BY} BH, CA						
^{ED BY} BH, TV	AGENCY HEAD	DATE				
1"=20'	BENCHMARK: SEE PLAN / FOR BENCHMARKS, ONE PER	AND PROFILE SHEETS BLOCK				
AUG. 2021						

UPCHURCH SUBDIVISION SALIDA, CO WATER SERVICE PLAN WATER PLANS

WATER SVC CR140



JULY 13, 2021

Upchurch Subdivision Drainage Report

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

Contents

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2	Existing Conditions	1
3	Soils	1
4	Precipitation	2
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6	Conclusion	2
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Арр	pendix C	1

1 INTRODUCTION

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

2 EXISTING CONDITIONS

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



FIGURE 1 - VICINITY MAP (SITE OUTLINED IN YELLOW)

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

3 SOILS

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

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

4 PRECIPITATION

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

5 RUNOFF ANALYSIS

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

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

TABLE 3

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

6 CONCLUSION

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

Appendix A

7/13/2021

Precipitation Frequency Data Server

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



POINT PRECIPITATION FREQUENCY ESTIMATES

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

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

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

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

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

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PF graphical





NOAA Atlas 14, Volume 8, Version 2

Created (GMT): Tue jui 13 16:07:43 2021

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Maps & aerials

Small scale terrain

Average recurrence interval (years)

> 1 2

5 10 25

50 100 200

500 - 1000

Duration

2-day

3-day

4-day

7-day

10-day 20-day

30-day

45-day

60-day

5-min

10-min

15-min

30-min

60-min

2-hr

3-hr 6-hr

12-hr

24-hr

Precipitation Frequency Data Server



Large scale terrain





Large scale aerial

Precipitation Frequency Data Server



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US Department of Commerce National Oceanic and Atmospheric Administration National Weather Service National Water Center 1325 East West Highway Silver Spring, MD 20910 Questions?: <u>HDSC.Questions@noaa.gov</u>

Disclaimer

Appendix B



USDA Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey



Natural Resources Conservation Service

USDA

Map Unit Legend

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



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

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

Map Unit Setting

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

Map Unit Composition

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

Description of St. Elmo

Setting

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

Typical profile

H1 - 0 to 10 inches: gravelly sandy loam

- H2 10 to 20 inches: gravelly loamy sand, cobbly loamy sand
- H2 10 to 20 inches: very gravelly sand, very cobbly sand
- H3 20 to 60 inches:
- H3 20 to 60 inches:

Properties and qualities

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

Interpretive groups

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

JSDA

Hydric soil rating: No

Data Source Information

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





325 D Street

DRAINAGE CALCULATIONS

Upchurch Subdivis	ion		
20036			
Salida, CO			
Tory Upchurch			
WBH WBH		oate: oate:	7/13/2021 7/13/2021
	Upchurch Subdivis 20036 Salida, CO Tory Upchurch WBH WBH	Upchurch Subdivision 20036 Salida, CO Tory Upchurch WBH C WBH C	Upchurch Subdivision 20036 Salida, CO Tory Upchurch WBH Date: WBH Date:

Area Name:

Storm Return Period (yr)	24-hour Rainfall Amount (in.)
2	1.34
5	1.64
10	1.89
25	2.25
50	2.54
100	2.83
Source:	NOAA ATLAS 14

Rainfall Distribution: 11



PRE-DEVELOPMENT RUNOFF CALCULATIONS

Pre-Developed Curve Number

Land Use Description	HSG	Curve No.	Area (acres)	Area (%)
Open space (grass cover <50%)	А	68	7.44	92%
Impervious	А	98	0.64	8%
		Totals	8.08	100%

Weighted Curve Number

70

Time to Concentration

Sheet Flow

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

Shallow Flow

Surface Cover	Length (ft)	Slope (^{ft} / _{ft})	Velocity Coefficient	T _t (hrs)
Unpaved	750	0.020	16.135	0.091

Channel Flow

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

Total Travel Time

0.316

Peak Discharge

Storm	2-yr	10-yr	25-yr	50-yr	100-yr
24-hr Precipitation (P)	1.34	1.89	2.25	2.54	2.83
Initial Abstraction (I _a)	0.857	0.857	0.857	0.857	0.857
I _a /P	0.640	0.454	0.381	0.337	0.303
Unit Peak Discharge (q _u)	287	366	463	513	555
Runoff (Q)	0.05	0.20	0.34	0.47	0.62
Peak Discharge (q _p)	0.177	0.927	1.996	3.073	4.360

TR55 Analysis UPCHURCH.xlsx 7/16/2021



POST-DEVELOPMENT RUNOFF CALCULATIONS

Post-Developed Curve Number

Land Use Description	HSG	Curve No.	Area (acres)	Area (%)
Residential (1/8 ac lot)	А	77	8.08	100%
		Totals	8.08	100%

Weighted Curve Number

77

Time to Concentration

Sheet Flow

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

Shallow Flow

Surface Cover	Length (ft)	Slope (^{ft} / _{ft})	Velocity Coefficient	T _t (hrs)	
Paved	710	0.015	20.328	0.079	

Channel Flow

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

Total Travel Time (hrs)

0.304

Peak Discharge

Storm	2-yr	10-yr	25-yr	50-yr	100-yr
24-hr Precipitation (P)	1.34	1.89	2.25	2.54	2.83
Initial Abstraction (I _a)	0.597	0.597	0.597	0.597	0.597
I _a /P	0.446	0.316	0.265	0.235	0.211
Unit Peak Discharge (q _u)	380	550	573	590	603
Runoff (Q)	0.15	0.39	0.59	0.77	0.95
Peak Discharge (q _p)	0.709	2.709	4.255	5.698	7.276

TR55 Analysis UPCHURCH.xlsx 7/16/2021



Upchurch Subdivision

MINIMUM DETENTION CALCULATIONS

1. Data:					F		
1. Data: Drainage area	A _m =	0.0126	mi. ²	6. Vs/Vr	[0.29	0.24
1. Data: Drainage area Rainfall distribution	A _m =	0.0126	mi. ²	6. Vs/Vr (V _s /V _r =C ₀ +C ₁ (q ₀ /q _i)+C		0.29 ₃ (q ₀ /q _i) ³)	0.24
1. Data: Drainage area Rainfall distribution	A _m =	0.0126 1st Stage	mi. ² 2nd Stage	6. Vs/Vr (V _s /V _r =C ₀ +C ₁ (q ₀ /q _i)+C		0.29 ₃ (q ₀ /q _i) ³)	0.24
 Data: Drainage area Rainfall distribution Frequency 	A _m = I	0.0126 1st Stage 25	mi. ² 2nd Stage	6. Vs/Vr (V _s /V _r =C ₀ +C ₁ (q ₀ /q _i)+C 7. Runoff, Q	 C₂(q₀/qi)²+C₂	0.29 ₃ (q ₀ /q _i) ³) 0.59	0.24
 Data: Drainage area Rainfall distribution Frequency 	A _m = I	0.0126 1st Stage 25	mi. ² 2nd Stage 100	 6. Vs/Vr (V_s/V_r=C₀+C₁(q₀/q_i)+C 7. Runoff, Q (from Post-Developed) 	$\sum_{2} (q_0/q_i)^2 + C_3$	0.29 ₃ (q ₀ /q _i) ³) 0.59	0.24
 Data: Drainage area Rainfall distribution Frequency Peak Inflow 	A _m = I	0.0126 1st Stage 25	_mi. ² 2nd Stage 100	 6. Vs/Vr (V_s/V_r=C₀+C₁(q₀/q_i)+C 7. Runoff, Q (from Post-Developed) 	$\sum_{2} (q_0/q_i)^2 + C_3$	0.29 (q ₀ /q _i) ³) 0.59	0.24
 Data: Drainage area Rainfall distribution Frequency Peak Inflow discharge q_i (from Post-Developed v 	A _m = I	0.0126 1st Stage 25 4.255		 6. Vs/Vr (V_s/V_r=C₀+C₁(q₀/q_i)+C 7. Runoff, Q (from Post-Developed 8. Runoff Vol. V_r (V_r=QA_m53.33) 	$\sum_{2} (q_0/q_1)^2 + C_3$	0.29 ₃ (q ₀ /q _i) ³) 0.59) 17,264	0.24
 Data: Drainage area Rainfall distribution Frequency Peak Inflow discharge q_i (from Post-Developed v Peak outflow 	A _m = I	0.0126 1st Stage 25 4.255		 6. Vs/Vr (V_s/V_r=C₀+C₁(q₀/q_i)+C 7. Runoff, Q (from Post-Developed 8. Runoff Vol. V_r (V_r=QA_m53.33) 	$\frac{\left[\left[C_{2}(q_{0}/q_{1})^{2} + C_{3} \right] \right]}{\left[V_{2}(q_{0}/q_{1})^{2} + C_{3} \right]}$	0.29 ₃ (q ₀ /q _i) ³) 0.59) 17,264	0.24
 Data: Drainage area Rainfall distribution Frequency Frequency Peak Inflow discharge q_i (from Post-Developed w Peak outflow discharge q_p 	A _m = I yr cfs vorksheet)	0.0126 1st Stage 25 4.255 1.996	mi. ² 2nd Stage 100 7.276	 6. Vs/Vr (V_s/V_r=C₀+C₁(q₀/q_i)+C 7. Runoff, Q (from Post-Developed 8. Runoff Vol. V_r (V_r=QA_m53.33) 9. Storage vol, V_s 	C ₂ (q ₀ /q _i) ² +C ₃	0.29 (q ₀ /q _i) ³) 0.59) 17,264 4,990	0.24 0.95 28,007 6,750
 Data: Drainage area Rainfall distribution Frequency Frequency Peak Inflow discharge q_i (from Post-Developed w discharge q_p (from Pre-Developed w 	A _m = II yr cfs vorksheet) cfs	0.0126 1st Stage 25 4.255 1.996	mi. ² 2nd Stage 100 7.276 4.360	6. Vs/Vr ($V_s/V_r=C_0+C_1(q_0/q_i)+C_0$ 7. Runoff, Q (from Post-Developed 8. Runoff Vol. V_r ($V_r=QA_m53.33$) 9. Storage vol, V_s	C2(q ₀ /q _i) ² +C3	0.29 (q ₀ /q _i) ³) 0.59) 17,264 4,990	0.24 0.95 28,007 6,750

Upchurch Subdivision Traffic Study

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

Introduction

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



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

Trip Generation

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

PROJECT: UPCHURCH SUBDIV	ISION									-					DOR	ABTREE
Summary of Trip Generation					-					-	-		-	-	- GR	DUP
1	ITE			Daily	1	AM P	eak-He	our Trip	Ends			PM P	eak-Ho	our Trip	Ends	
Land Use	Code	Intensity	Rate	Trip	101		1	n	0	ut	1.224		- 0	n	0	ut
	couc			Ends	Rate	Total	%	Trips	%	Trips	Rate	Total	%	Trips	%	Trips
Single Family Detached Housing	210	10 DU	9.57	96	0.75	8	25%	2	75%	6	1.01	10	63%	6	37%	4
Condominiums/Townhouses	230	33 DU	5.81	192	0.44	15	17%	2	83%	12	0.52	17	67%	11	33%	6
Sub-Totals				287		22		4		18		27		18		9
Total				287		22		4		18		27		18		9
GLA = gross leasable area in KSF																
DU = dwelling unit																
RM = number of room																
Source: ITE Trip Generation, 8th Ea	lition															

Existing Traffic

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

	am, existing									
			Sout	hboun	d App	roach	Total			
					78					
				1	41	36				
				SBR	SBS	SBL				
		4	EBL				WBR	18		
Eastbound Approach Total	69	49	EBS				WBS	34	128	Westbound Approach Total
		16	EBR				WBL	76		
				NBL	NBS	NBR				
				10	20	67				
					97					
			Nort	hboun	nd App	roach	Total			

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

	pm, existing									
			Sout	hboun	nd App	roach	n Total			
					72					
				2	34	36				
				SBR	SBS	SBL				
		1	EBL				WBR	36		
Eastbound Approach Total	68	50	EBS				WBS	55	205	Westbound Approach Total
		17	EBR				WBL	114		
				NBL	NBS	NBR				
				3	41	111				
					155					
			Nort	hboun	nd App	roach	n Total			

Trip Distribution

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

AMI	Peak	Hour	, Pos	tdev	elopment
		SB			
		96			
EB	70		130	WB	
		98			
		NB			

PMF	PM Peak Hour, Postdevelopment					
		SB				
		81				
EB	71		214	WB		
		162				
		NB				

Intersection Analysis

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

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

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

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

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

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

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

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

Conclusion

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



AM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)





AM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)





AM VEHICLE TURNING MOVEMENT COUNTS (15 min. intervals)






















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Lori A Mitchell Chaffee County Clerk

Lori A Mitchell Chaffee County Cler

UPCHURCH ANNEXATION AGREEMENT

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

Section 1 - Recitals

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

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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 hercin, 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 "<u>Agreement</u>" 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 "<u>Annexation Petition</u>" means the Petition for Annexation of the Property filed of record with the City Clerk on December 14, 2020.
- 2.4 "Annexor" means Tory and Clee Upchurch, and the successor(s), assigns and agent(s).
- 2.5 "<u>City</u>" means the City of Salida, a Colorado statutory City.
- 2.6 "City Code" means the City of Salida Municipal Code (SMC).
- 2.7 "<u>City Council</u>" means the City Council of the City of Salida, Colorado.
- 2.8 "CR" means County Road.
- 2.9 "<u>Effective Date</u>" means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 "Final Annexation Approval" means that all of the following have occurred:
 - 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
 - 2.10.2 The effective date of Ordinance No. 2021-05, annexing the Property to the City, has occurred; and
 - 2.10.3 The effective date of Ordinance No. 2021-06, zoning the Property has occurred.
- 2.11 "Property" means the land that is described as the Upchurch Annexation in the Annexation

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

2.12 "<u>Reimbursable Costs and Fees</u>" 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.

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- 5.3.1 At its April 20, 2021 meeting, the City Council approved zoning the Property as Medium Density Residential (R-2).
- 5.3.2 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Future Subdivision and Development of Property.

- 5.4.1 The Annexor's intent is to develop the property into approximately twenty-four (24) lots, some of which may be subsequently subdivided into additional lots and developed in accordance with the R-2 zoning standards pursuant to other limitations/conditions listed below. The Annexor has indicated a desire to build approximately forty-three (43) units including a variety of single-family, duplexes, triplexes, and multi-family units which will generally increase the density of the site as it goes from the north and west to the south and east. The Annexor will be required to go through the relevant land use review process in order to receive approvals for such a proposed development. This Agreement must be amended and approved by City Council if the Annexor proposes to develop the property at a significantly higher density and impact than described herein.
- 5.4.2 Annexor agrees that any lots created on property immediately adjacent to CR 141 shall be developed with detached single-family primary dwellings, shall have a minimum lot size of 7,500 square feet ("SF"), and shall have no less than 50 feet of rear lot line frontage onto CR 141. If accessory dwelling units ("ADUs") are developed on lots immediately adjacent to CR 141, said ADUs shall be subject to the same frontage restrictions of the primary dwellings.
- 5.4.3 Up to three (3) lots at or around the northwest corner may have less than the required minimum lot frontage facing onto the proposed internal street, but such frontage shall be no less than 20 feet, and proposed development upon said lots shall follow the applicable approval processes set forth in the City Code.
- 5.4.4 Annexor agrees that no vehicle access to or from CR 141 shall be allowed in any future development on the Property without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
- 5.4.5 Annexor agrees that no primary or accessory dwelling units within any future development on the Property shall have frontage on CR 141 without either the approval of Chaffee County, or annexation of relevant portions of CR 141 into the City of Salida through the applicable City review and approval process.
- 5.4.6 Annexor agrees to provide pedestrian access between CR 140 and the northern stretch of CR 141 within any future development on the Property. Annexor shall

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

- 5.4.7 A cash in-lieu fee for Parks, Trails and Open Space shall be required at the time of issuance of a building permit for each unit within the development on the Property, pursuant to the requirements of the City Code.
- 5.4.8 Annexor agrees to give a preference to current Chaffee County residents and/or workforce for a minimum of six (6) non-inclusionary housing units within any future development on the Property, to the extent permitted by law. Such local marketing and vetting shall be the Annexor's responsibility, with guidance provided by City staff and the Chaffee County Housing Authority. Annexor further agrees to keep these housing units off the market, and off public listing services, for at least six (6) months in order to market such units towards, and sell such units to, Chaffee County residents and/or workforce. Annexor further agrees to give quarterly updates to the City, through the Community Development Director, regarding such Chaffee County preference program.
- 5.4.9 Annexor agrees that a Traffic Impact Analysis, prepared by a qualified expert, which shall include projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of the proposed development on surrounding streets and to evaluate the need for future road improvements, is and shall be required before any development on the Property. Annexor further agrees and acknowledges, that Annexor shall be responsible for any and all street and road improvements deemed necessary by said Traffic Impact Analysis, as provided for in Section 5.6.6.5 of this Agreement.
- 5.4.10 Annexor shall enter into either a subdivision improvement agreement, or development agreement, that includes guarantees for the construction of the public street improvements described in paragraphs 5.8.1 and 5.8.2; and the extension of public water and sewer mains described in paragraphs 5.8.1 and 5.9; and guarantees the construction of which per paragraph 5.10, prior to recordation of the subdivision or development.
- 5.4.11 Annexor shall resolve the "area of overlap" and/or property ownership discrepancy on the southern portion of the property, as shown on the draft annexation plat, prior to obtaining any building permits on the Property, and Annexor shall provide proof to City Community Development Staff of filing the necessary paperwork and proof of beginning the necessary process to resolve same prior to recordation of this Annexation Agreement and the Annexation Plat.
- 5.5 <u>Inclusionary Housing</u>. The Annexor volunteers and agrees to meet the inclusionary housing requirements of Article XIII of Chapter 16 of the City Code, pursuant to the following conditions:

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- 5.5.1 The inclusionary housing requirement shall be met through the construction of actual physical housing units, and the fee-in-lieu per unit referenced in Chapter 16, Article XIII of the City Code shall only be permitted to satisfy such requirements for any partial unit remaining beyond the 12.5% requirement. The first of such built inclusionary housing units shall receive certificate of occupancy ("CO") prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO. The number of units required to be physically built will be specified within the subdivision improvement agreement or development agreement, based upon the 12.5% City Code requirement.
- 5.5.2 For any affordable inclusionary housing unit(s) required to be built within the development on the Property, the Annexor shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the Annexor.
- 5.6 <u>Utilities and Municipal Services</u>. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.
 - 5.6.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time application therefore is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. Additionally, the following provision shall apply:
 - 5.6.1.1 Provided that water mains within the development will be looped, will front each parcel, and will extend to the west end of the property along CR 140, as required by City Code and City of Salida Design Standards and anticipated by the Annexor's conceptual design, future subdivision and development of the Property shall not require the Annextor to provide

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

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5.6.2 <u>Fire Protection Services</u>. 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 <u>Police Services</u>. 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 <u>Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services</u>. 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 <u>Streets and Roads</u>. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City, and provided that the following provisions shall also apply, as set forth below:
 - 5.6.6.1 The Annexor shall, at time of development of the Property, improve the annexed portion of CR 140 fronting the Property site, pursuant to City Code and all City Design Standards, including and relating, but not limited to, curb, gutter, sidewalk, street trees and parking on the north side; provide a crosswalk across CR 140 to the shared path on the south side in a location approved by City staff; and provide a minimum 2-inch overlay over both drive lanes of CR 140 along the frontage of the annexed property and extended to the west intersection with CR 141, or reconstruct said road if it is for grade, at the direction of the Public Works Director.
 - 5.6.6.2 Annexor agrees that any future development or subdivision on the Property shall include the requirement that a public street and applicable utilities be

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

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

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

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

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



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

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

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- 5.7.1.2 The City shall provide Annexor, at a minimum quarterly initiating from the Effective Date, with itemized billing for all Reimbursable Costs and Fees incurred by the City in relation to the project, pursuant to the terms of the "City of Salida Special Fee and Cost Reimbursement Agreement," executed by both the City and Annexor upon the of submission of Annexor's Annexation Petition.
- 5.7.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property, provided City Staff make themselves available for any inquiries or questions, should Annexor ask questions regarding same.
- 5.7.3 <u>Open Space Fee.</u> Annexor agrees to a payment in lieu of Parks, Trails and Open Space, at the time of a building permit for each lot within the subdivision and or development on the Property, as required by the City Code.
- 5.7.4 <u>Fair Contributions for Public School Sites</u>. Per Section 16-6-140(c)(1) Annexor agrees to a payment in lieu of public school site dedication or conveyance in the amount then in effect, currently \$444.66 per residential dwelling unit, at the time of issuance of a building permit.
- 5.8 <u>Dedications, Easements and Road Improvements</u>. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City, as set forth below, and within this Agreement. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, and reasonably related to the development of the Property, provided such dedications are required in this Agreement or a subsequent subdivision agreement or development agreement.
 - 5.8.1 Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
 - 5.8.2 Additionally, Annexor shall construct any and all right-of-way, sidewalk and other improvements as required by the City Design Standards and City Code.
- 5.9 <u>Water and Sewer Mains</u>. The Annexor shall extend sewer and water mains within the Property as approved by the City Public Works Director, or his/her designee.
- 5.10 <u>Subdivision/Development Agreement and Performance Guarantee</u>. Annexor shall enter into a subdivision agreement or a development agreement that includes the requirement that with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable

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

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

Section 6 - Zoning

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

Section 7 - Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
 - 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
 - The recording with the Chaffee County Clerk and Recorder of a first affidavit 7.1.2 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

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sufficient evidence when recorded that the default has been cured.

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

Section 8 - Indemnification and Release

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



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Lori A Mitchell Chaffee County Clerk

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 <u>Waiver of Defects</u>. 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 <u>Final Agreement</u>. 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 <u>Modifications</u>. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 <u>Voluntary Agreement</u>. 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 <u>Election</u>. 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 <u>Annexor's Representations</u>. All written representations of the Annexor, as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 <u>Survival</u>. 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 <u>Notice</u>. All notices required under this Agreement must be in writing and must be handdelivered 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.

Lori A Mitchell **172070** 7/7/2021 10:10 AM Chaffee County Clerk **3** of 16 AGR R\$88.00 D\$0.00

Lori A Mitchell Chaffee County Clerk

Notice to the City:City of Salida
Attn: City Administrator and City Attorney
448 East First Street
Salida, CO 81201Notice to the Annexor:Tory and Clee Upchurch
2112 Ann Arbor Avenue

Austin, TX 78704

- 9.9 <u>Terms and Conditions as Consideration for Annexation</u>. 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 <u>Applicable Laws, Ordinances, and Regulations</u>. 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 <u>Termination</u>. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination, if Annexor terminates this Agreement or causes this Agreement to be terminated. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation Colorado Revised Statues sections 31-12-601 through 31-12-605, the term of this Agreement is perpetual.
- 9.12 <u>Severability</u>. 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 <u>Recording</u>. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 <u>No Third-Party Beneficiaries</u>. 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).

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Lori A Mitchell Chaffee County Clerk

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Lori A Mitchell Chaffee County Clerk

Dan Share

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

By



CITY OF SALIDA, COLORADO Mayor Pro Tem.

City Clerk

STATE OF COLORADO)) ss. COUNTY OF)

Acknowledged, subscribed, and sworn to before me this <u>22</u>^{ng} day of <u>April</u> 2021 by <u>Dan Shore</u> <u>Pro-tem</u>, as Mayor, and by <u>Ekin Kelley</u>, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal. My Commission expires: April 15, 2025.

April 15, 2025

Notary Public

TORY AND CLEE UPCHURCH

By

ry Cychurch Upchurch

Tory Upchurch

Clee Upchurch

Che appehanch

By

STATE OF TEXAS)) ss. **COUNTY OF TARRANT**)

Kristi A Jefferson NOTARY PUBLIC

STATE OF COLORADO NOTARY ID 20094011745

MY COMMISSION EXPIRES

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litchell County Cler	472070 7/7/2021 10:10 AM L 15 of 16 AGR R\$88.00 D\$0.00 C	ori A Mitchell haffee County Clerk
Lori A M Chaffee (Acknowledged, subscribed, and sworn to before me this <u>26th</u> day of <u>April</u> Tory Upchurch, as Annexor of the Property.	202 1 by
472250* 21 1:29 PM 00 DS0,00	WITNESS my hand and official seal. My Commission expires: 03/18/2024 Notary Public Notarized online using audio-video communica	IN D Clark
* 7/13/207 3.RD R\$103.(STATE OF Florida)) ss. COUNTY OF Escambia)	
472250 8 of 19	Acknowledged, subscribed, and sworn to before me this <u>26th</u> day of <u>April</u> Clee Upchurch, as Annexor of the Property.	_2021 by
11	WITNESS my hand and official seal. My Commission expires: 01/10/2025 Julius Earl Jones	
	Notary Public	RL JONES

Commission # HH79198 Expires of January 10_2025

Notarized online using audio-video communication

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Lori A Mitchell Chaffee County Clerk

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Exhibit A - The "Property"

LEGAL DESCRIPTION

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

BEGINNING AT THE SOUTHWEST CORNER OF DUPLEX 4-A, BOUNDARY LINE ADJUSTMENT AND REPLAT OF COCHETOPA ESTATES, AS RECORDED AT RECEPTION NO. 309631 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE A 2 1/2" ALUMINUM CAP STAMPED "RM", LS 16117 BEARS SOUTH 86°38'21" WEST, A DISTANCE OF 13.80 FEET;

THENCE SOUTH 01°25'11" WEST, A DISTANCE OF 82.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140;

THENCE NORTH 88°35'30' WEST ALONG SAID CHAFFEE COUNTY ROAD NO. 140. A DISTANCE OF 777.08 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 NORTH 88°34'33" WEST, A DISTANCE OF 497.11 FEET;

THENCE NORTH 00°58'40" EAST, A DISTANCE OF 80.87 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER AND THE NORTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 140, MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776;

THENCE SOUTH 88°38'54" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 185.05 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269;

THENCE NORTH 00°52'55" EAST, A DISTANCE OF 220.83 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269;

THENCE NORTH 88°32'00" WEST, A DISTANCE OF 184.68 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 AND ON THE EASTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 141;

THENCE NORTH 00°58'40" EAST ALONG SAID EASTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 141, A DISTANCE OF 124.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 141;

THENCE SOUTH 88°31'21" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 141, A DISTANCE OF 801.81 FEET TO THE NORTHWEST CORNER OF LOT 1, 141 ANNEX MINOR SUBDIVISION AS RECORDED AT RECEPTION NO. 447958 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER:

THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 279296 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER AND A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE SOUTH 88°30'29" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140, A DISTANCE OF 416.06 FEET, TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 389150 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER; THENCE SOUTH 78°51'30" EAST, A DISTANCE OF 60.86 TO THE POINT OF BEGININNG.

CONTAINING 7.90 ACRES, MORE OR LESS

ty and the Board of Health to on-term rental units during any creates a public health, safety

ut the appropriate regulations reas of unincorporated Chaifee ort-term rentals will have and have adverse impacts on and ave adverse impacts on residences and the community ich impacts include, but are to establishing unsustainable price pressure for present and area wage earners, a scarcity e housing options within the ted areas of Chaffee County in the number of baseling in the number of housing able to present and future age earners, and diminished rage earlies, and diminished ids and community character lity, all of which may damage aalth, safety, and welfare. The I short-term rentals within the ad areas of Chaffee County will be headth colors and welfare. ublic health, safety, and welfare that such accommodations are a manner consistent with the Chaffee County, neighboring ses, and adopted codes and and will lessen the negative short-term rentals have on the red sumulan metals. nd surrounding areas.

to sufficient access attors with respect to potential of short-term rentals and for administration of licenses n rentals within unincorporated

AINED BY THE BOARD OF MMISSIONERS OF CHAFFEE LORADO:

The foregoing recitals are herein and made a part of this

. This ordinance applies to ental units only, as that term er defined, as a "Vacation wher (VRBO) in Article 15 of e Code (LUC) and Article 7 § LUC, which requires licensing standards to apply to VRBOs, rental and VRBO shall be angeably and interpreted to t with the definition of VRBO of the LUC. This ordinance of the LUC. This ordinance ersede any private covenants a prohibiting short-term rental irdinance shall not regulate a ntal unit during periods when is not being used as a short-nit and is mstead being used ional use by the owner of such the sake of this Ordinance This ordinance applies to the sake of this Ordinance rental unit is defined as the perties for more than thirty (30) alendar days to a single renter

Definitions.

County Resident Owner vrier of a property within the d portions of Chaffee County o lease or leases the property thereof as a short-term rental full-time resident of either the or unincorporated portions County. For the purpose ng full time residency the ler must show legal proof of ence, such requirements will d by staff but should include n such as a current tax return ne following items: a current r registration card, current and registration, or a current and b identification card, reflecting dress located within Chaffee

ent means a management a full-time resident who is n applicant as the responsible application for a short-term and who is physically based ounty and who is available 24) hours per day, seven (7) to respond as the initial point the short-term rental unit and o respond to emergencies at m rental unit within one (1) jent's receipt of notice of the he local agent may be the short term shortterm rental erty manager and must have short-term rental unit, authority inagement of the short-term d the ability to take rel

Chaffee County who intends to lease or leases the property or a portion thereof as a short-term rental unit.

short-term rental unit. Renter means the party to a written lease or rental agreement that has obtained the temporary right to use and occupy a short-term rental unit or a portion thereof. Short-term rental unit has the same meaning as set forth in Article 15 of the Chaffee County Land Use Code and may be used interchangeably with VRBO. Section 4. Licenses Required. It is unlawful for an Owner to lease.

It is unlawful for an Owner to lease, advertise for lease, or permit the leasing of any short-term rental unit within the County without a valid license issued by the County pursuant to this ordinance and LUC.

pursuant to this ordinance and LUC. Section 5. Application Requirements. A. Contents of Application. A complete application for a short-term rental license must be submitted to the County. The application shall be in writing on forms provided and approved by the County. Or submitted through any on-line application process approved by the county. In addition to any requirements in the LUC the following documents and information must be included with the application for the application to be considered complete: 1. The name, address, and contact

The name, address, and contact information of the local agent for the proposed short-term rental unit;

Any requirements of the LUC, including but not limited to:

 A Sales and lodging tax license information if rented outside of any online statements.

Information if rented outside of any online platform; b. A site plan showing the location of the buildings on the property; c. A scaled floor plan noting the location of necessary egress windows, fire extinguishers, smoke alarms, and carbon monoxide detectors; d. HOA approval, if applicable; and 3. If necessary for a Chaffee County Resident Owner, proof of primary residence.

B. License Fee. All fees as set forth by the Board by resolution. Section 6. Application Approval.

Section 6. Application Approval. Short-term rental license applications shall be administratively raviewed and approved by the County's designee(s), following the process outlined in this ordinance and the LUC. The County's designee(s) shall not approve an application for a short-term rental license or issue a short-term rental license unless. license unless:

Applicant has submitted a complete application, including payment of all

application, instanting payment of a applicable fees; 2. Applicant has provided proof of a current filing of a Personal Property Declaration with the Chaffee County Assessor's Office detailing all personal

property in the short-term rental unit: 3. Applicant has provided proof the short-term rental unit is currently up to

date on all assessed property taxes;
 4. The proposed short-term rental unit does not exceed the maximum number of licenses available per year, as stated and enumerated herein; and

The proposed short-term rental unit is in compliance with all applicable County codes and ordinances.
 Section 7. Term of License.
 A. Term. All short-term rental licenses

shall be effective from January 1st through December 31st each year regardless of Issuance date. Applicants shall be responsible for paying the entire fee, regardless of when applicant applies or is Issued a short-term rental license. County Staff shall process all timely proceeded

regardless of when applicant applies or is issued a short-term rental license. County staff shall process all timely received applications by February 1st and from February 1st to the 28th, staff will process any applications received up to the annual cap as set forth herein. County staff shall not accept, process or review any short-term rental applications after February 28. B. Renewal All short-term rental licenses must be renewed annually. All renewal applications must be submitted online prior to January 31st on forms provided and approved by the County, and will be reviewed and processed in the order received based on date and time stamp of submission. All short-term rental licenses and renewals shall be subject to the annual cap as set forth herein. All renewal applications meeting the requirements herein and as set forth in the LUC, and submitted by the deadline and with the applicant in good standing will be with the applicant in good standing will be approved up to the maximum annual cap as sat forth herein Any license renount or

short-term rental license annual cap basis. Notwithstanding the foregoing, if the short-term rental license annual cap is met for a given year, only Chaffee County Resident Owners will be placed on a waiting list on a first-come, first-served basis in the order of the applications received, which will be rolled over to the subsequent year. Those Chaffee County Resident Owners will be chaffee County Resident Owners will be Chattee County Resident Owners will be given priority to apply for a short-term rental license for the following license year if the following year's annual cap is not met. (As an example, if Jane Doe, a Chattee County Resident Owner, applies for a short-term rental license in 2021 and the cap in 2021 is ten and all ten license have already been result of the placed on the is used. Jane Doe will be placed on the waiting list. If in 2022 only nine of the ten prior short-term rental licenses are renewed, Jane Doe will be allowed to apply for the one available licenses. available license.) Section 8. Limitations and Requirements.

A. Local Agent. The Local Agent for a short-term rental unit shall have access to, and authority to assume management of, the short-term rental unit and take remedial and authority to assume management of, the short-term rental unit and take remedial measures as necessary. The Local Agent shall be available to respond to tenant or neighbor concerns regarding the property twenty-four (24) hours a day, seven (7) days a week. Local Agents must respond to complaints, regardless of the source of the complaint, involving the short-term rental unit within twenty-four (24) hours and shall respond to emergencies at the short-term rental unit within one (1) hour of the agent's receipt of notice of the emergency. B. Maximum Number of Licenses Per Year. There shall be a maximum number of short-term rental licenses available per year (January 1st through December 31st), which shall equal six percent (6%) of the total number of residential housing units within unincorporated Chaffee County, also referred to herein as "annual cap." The total number of residential housing units shall be determined by the County using information from the Chaffee County Assessor as determined by woment the pack the source of the sour

determined by the County using information from the Chaffee County Assessor as determined by August 1st each year. Notwithstanding the foregoing, the maximum number of short-term rental licenses available shall not exceed either six percent (6%) of the total number of residential housing units within unincorporated Chaffee County of these hundred and ten (800 total County or three hundred and ten (310) total

Control of the transferability. No short-term C. Non-Transferability. No short-term license granted pursuant this ordinance or LUC shall be transferable to a different annificant owner author or concerts.

applicant, owner, antity, or property Section 9, Denial of Application. The County or its Designee shall deny a short-term rental ficense application or renewal application for any one or more of the following reasons:

A. The applicable provisions of this Ordinance, the Land Use Code, or Building Code have not been met.

B. The required application fees have not

B. The required application rotation for been paid: C. The short-term rental unit has failed to file and pay for the current year for Personal Property Declaration; D. The short-term rental unit has any delinquent property tax assessment liability: E. The application is incomplete or contains faile, misleading, or traudulent statements.

5. The owner, local agent, or other agent of the owner, the property or short-term rental unit is currently in violation or has tailed to comply with this ordinance, the Land Use Code, or Building Code; G. The applicant is not the legal owner of the property; and H. If the application exceeds the short-term rental license annual cap.

term rental license annual cap. Upon determining that an application must be denied, the County's Designee shall send a notice of denial to the address, provided by the applicant. Such notice of denial shall state the reasons for denial and inform the owner of his or her right to appeal the decision

Section 10. Appeal. An owner may appeal a denial of his or her application to the Board and shall be entitled to a public nearing before the Board. An appeal must be made in writing, stating the grounds for appeal, and delivered to the County within five (5) business days of the date of the notice of denial notice of denial.

Section 11. Violation, Penalty and Enforcement.

A. It is unlawful for any person to violate any provision of this ordinance.

C. Pursuant to C.R.S. §§ 30-11-101 and 30-15-402, any arresting law enforcement officer enforcing this ordinance is authorized to utilize the penalty assessment procedure provided in C.R.S. §§ 30-11-101 and 30-15-402, any person or entity that violates this ordinance shall be guilty of a Class 2 petty offense. For each separate violation, the fine for the first offense and for any subsequent offense shall be a minimum of fitty dollars (\$50,00) and a maximum of no more than one thousand dollars (\$1,000,00).
 E. In addition to the aforementioned fines and penalties prescribed in this ordinance,

and penalties prescribed in this ordinance, any person convicted of a violation of this any person convicted of a violation of this ordinance shall be subject to the statutory surcharges of ten dollars (\$10.00) for the Victim and Witnesses Assistance and Law Enforcement Fund. This surcharge shall be paid to the clerk of court by each person convicted of violating this ordinance. The clerk shall transmit the moneys to the establishing funds in according with C S S

respective funds in accordance with C.R.S. § 301-15-402(2). F. This ordinance shall in no way limit application and enforcement of any statutes of the State of Colorado, but shall be in

G. This ordinance shall in no way limit application and enforcement of any ordinance, code or niles of Chaffee County, but shall be in addition thereto.

This ordinance shall be liberally

construed so as to further its purpose. I if any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Port hereby declares this ordinance to be Board hereby declares this ordinance to be severable and further declares that it would have passed this ordinance and each part hereot irrespective of the fact that any one part be declared invalid.

Jari be declared invalid. J. The provisions of this ordinance are intended to promote and preserve the health, safety and welfare of the general public. They are not intended to be, nor shall be, construed to create any basis for shall be, construed to create any basis for shall be, construed to create any basis for any injury or damage that an individual, class or group may claim arises from any action or inaction on the part of the County. Likewise, they are not intended to, nor shall be construed to, impose upon the County any duty that can become the basis of a legal action for injury or damage. Published in The Mountain Mail August 6, 2021

PUBLIC NOTICE NOTICE OF PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION FOR THE CITY OF SALIDA CONCERNING A MAJOR IMPACT REVIEW APPLICATION TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE that public hearings will be con-ducted by the City of Salida Planning Com-mission, on August 23, 2021 at or about the hour of 6:00 p.m. remotely through the GoToWebinar application via the following direct link: https://register.gotowebinar.com/ rt/199092342220683277. Additionally, de-pending on which "Tier of its COVID-19 Ac-tion Plan the City of Salida is in on August 23, 2021, based upon Public Health Department tion Plan the City of sailda is in on August 23, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 446 East 1st Street, Salida, Colorado. The hearing con-cerns a Major Subdivision application for the property described as a property located between County Road 140 and County Road 141, legally known as a Tract in the SE ½ SW % of Section 31 TSON R9E of the N.M.RM., Chaffee County, Colorado (the "Upchurch Annexation" property). The application has been submitted by Tory and Clee Upchurch. The applicants are requesting to split the above 5.32 acre property into 24 lots. Any recommendations by the Planning Com-mission for the Major Subdivision shall be forwarded to the City Council for review and public hearing at a later date. Interested persons are encouraged to attend the public hearing. Further information on the application may be obtained from the Com-munity Development Department. Published in The Mountain Mail August 6, 2021 2021, based upon Public Health Department