

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

ITEM

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

BACKGROUND

The applicants, Tory and Clee Upchurch, are requesting approval of a 24-lot major subdivision on a 5.32 acre parcel located between County Road 140 and County Road 141, legally known as a "Tract in the SE ½ SW ¼ of Section 31 T50N R9E of the N.M.P.M., Chaffee County, Colorado." The site is zoned Medium-Density Residential (R-2) and was recently annexed into the city of Salida. A conceptual review of the proposed subdivision initially occurred on January 4th, 2021 and an updated version of the subdivision concept was provided during the subsequent annexation hearings on March 22nd and April 20th, 2021. Development of the property is subject to a variety of conditions contained within the (Upchurch) annexation agreement (Resolution 2021-11), which are discussed as relevant herein and attached to the end of this report.

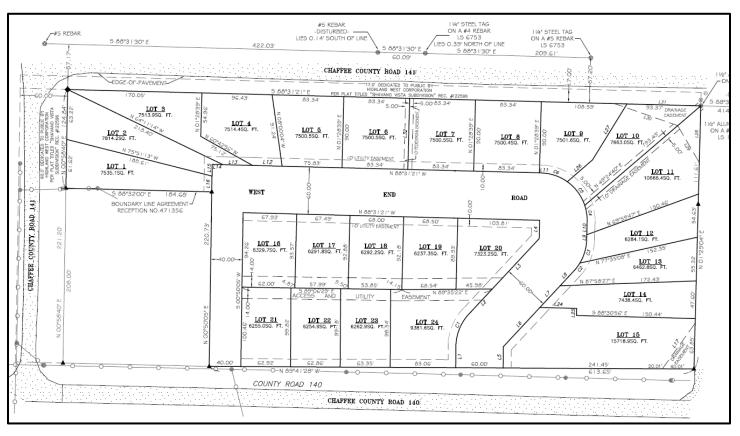
Vicinity Map





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Proposed Subdivision Layout



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



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MAJOR SUBDIVISION PLAT REVIEW

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

1. Comprehensive Plan.

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

2. Zone District Standards.

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

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



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3. Improvements.

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

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

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

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

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



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4. Natural Features.

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

5. Floodplains.

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

6. Noise Reduction.

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

7. Future Streets.

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

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

8. Parks, Trails and Open Space.

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

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



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• Fees-in-lieu for Open Space and for Fair Contributions to Schools shall be required prior to certificate of occupancy for all units.

9. Common Recreation Facilities.

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

10. Lots and Blocks.

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

11. Architecture.

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

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

12. Codes.

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

13. Inclusionary Housing.



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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."
- Atmos Energy: There has not been a response at the time of this writing.



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- <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."

RECOMMENDED FINDINGS:

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



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STAFF RECOMMENDATIONS:

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

PLANNING COMMISSION RECOMMENDATIONS:

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

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



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- 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



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Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.

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



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

RECOMMENDED MOTION:

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

Attachments:

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

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

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

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

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

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

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

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

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

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

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

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

City of Salida, Colorado Resolution No. 32, Series of 2021 Page 2 of 4

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

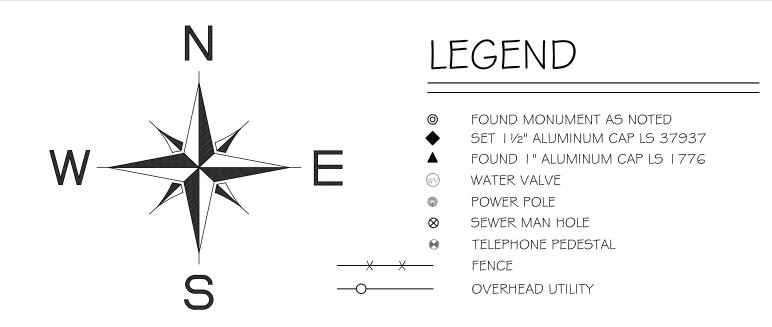
City of Salida, Colorado Resolution No. 32, Series of 2021 Page 3 of 4

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

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

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

	CITY OF SALIDA, COLORADO
	Mayor P.T. Wood
(SEAL)	
ATTEST: City Clerk	



WEST END MAJOR SUBDIVISION

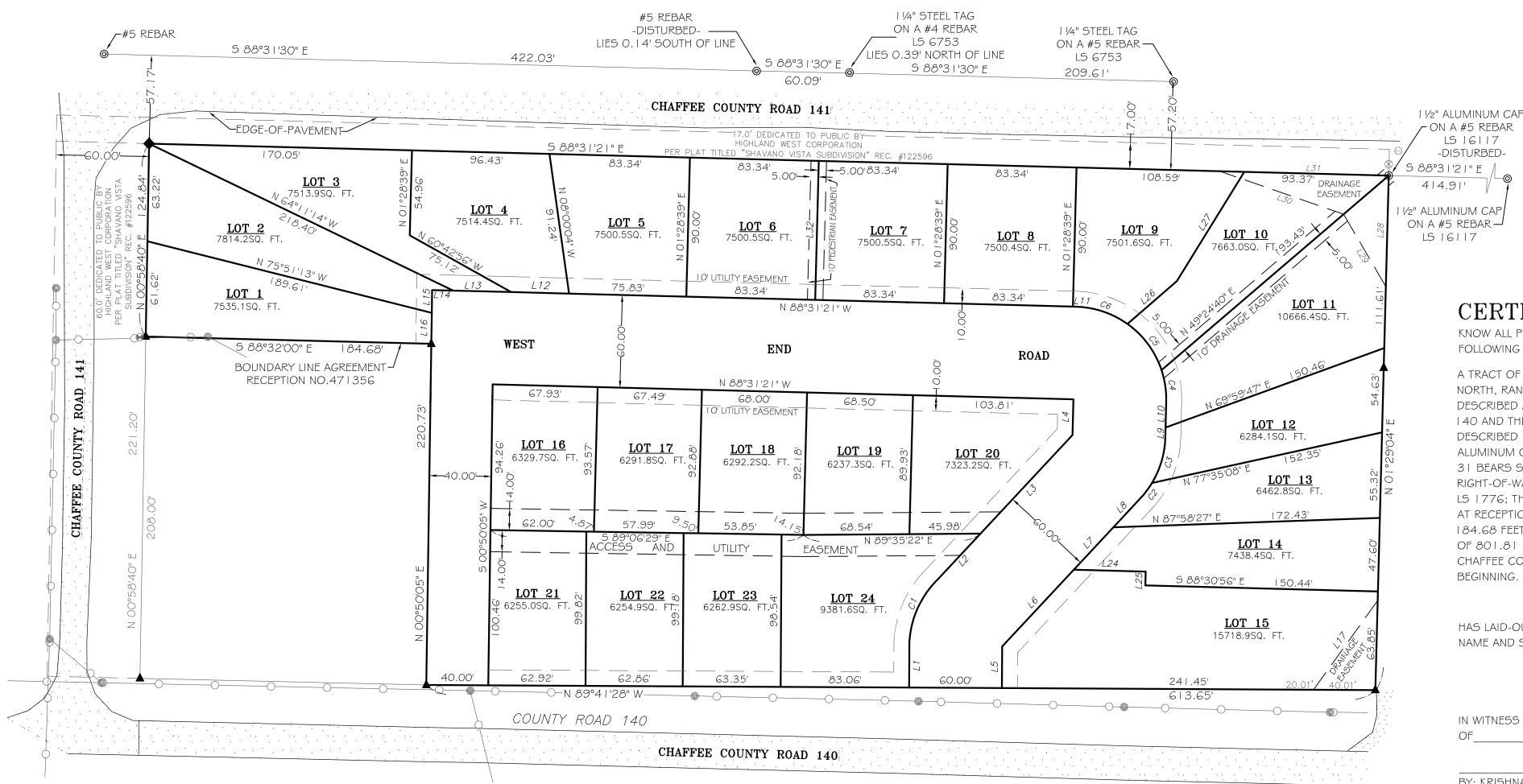
Exhibit A

LS 16117

-DISTURBED-

NOTARY PUBLIC

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



CERTIFICATION OF TITLE

1" = 50'

11 | N 88°31'21" W | 1.95'

L14 |N 88°31'21" W |13.62

L16 S 00°50'05" W 20.00

17 | N 35°43'42" E | 71.08

20 |N 69°59'47" E |119.05

AREA TABLE

STREETS | 1.13 ACRES (49,110.9 SQ.FT.)

LOTS 4.19 ACRES (182,743.5 SQ.FT.)

TOTAL 5.32 ACRES (231,854.4 SQ.FT.)

, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS	DAY OF	, 2021.

TITLE AGENT

CLERK AND RECORDER'S CERTIFICATE

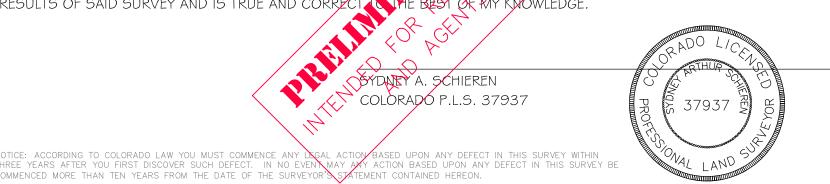
ON THIS _____ DAY OF ______, 2021 UNDER RECEPTION NUMBER

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

SYDNEY A. SCHIEREN



CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

ACKNOWLEDGMENT OF LIEN HOLDER

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

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)) 55) DWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEF D21, BY WITNESS MY HAND AND SEA

CITY ADMINISTRATOR APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA ADMINISTRATOR THIS DAY

ADMINISTRATOR, CITY OF SALIDA

NOTARY PUBLIC

CITY OF SALIDA ACCEPTANCE

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

GENERAL NOTES

RESIDENCE ON SUCH LOT

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

2) ZONE: MEDIUM DENSITY RESIDENTIAL (R-2) 3) AS REQUIRED UNDER SECTION 16.6.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU OF LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW

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VICINITY MAP NOT TO SCALE

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

A TRACT OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A I" ALUMINUM CAP STAMPED LS 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPEI LS 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO.47 | 356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING. CONTAINING 5.32 ACRES

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

WEST END MAJOR SUBDIVISION

IN THE CITY OF SALIDA CHAFFEE COUNTY, COLORADO IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY BY: KRISHNA CLEE QUICK UPCHURCH BY: TORY UPCHURCH COUNTY OF CHAFFEE STATE OF COLORADO) THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___DAY OF ______2021, BY KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH. WITNESS MY HAND AND SEAL. MY COMMISSION EXPIRES

ED:JULY 30, 2021	WE 6 # 5115
AUGUST 24, 2021	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

JOB # 20165 DATE: JULY 21, 2021

SHEET I OF I





GENERAL DEVELOPMENT APPLICATION

448 Fast 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 appropria	ite)
Annexation	Administrative Review:
Pre-Annexation Agreement	(Type)
Variance	Limited Impact Review:
Appeal Application Certificate of Approval	(Type)
Creative Sign Permit	(2)[
Historic Landmark/District	Major Impact Review:
License to Encroach	(Type) Subdivision
Text Amendment to Land Use Code	Other:
Watershed Protection Permit	Other
Conditional Use	
2. GENERAL DATA (To be completed by the applic	cant)
A. Applicant Information	
Name of Applicant: Tory Upchurch	
Mailing Address: 4934 W. Hwy 290 Sunset Valley	y, Texas 78735.
Telephone Number: 512.826.6152	_ FAX:
Email Address: toryup@gmail.com	
Power of Attorney/ Authorized Representative: Ravi F	Reddy/Bill Hussey
(Provide a letter authorizing agent to represent you, inclutelephone number, and FAX)	ide 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	n(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 documental	from a title insurance company, deed, ownership and
I certify that I have read the application form and that the incorrect to the best of my knowledge	
Signature of applicant/agent	Date 7 23 21
Signature of property owner W	Date 1 27 21

LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

448 East First Street, Suite 112

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

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

1	PRO	CED	URE	(Section	16-3	-80

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

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

B. Application Contents (City Code Section (16-3-50) 1. A General Development Agreement completed.	
2. A copy of a current survey or the duly approved and recorded subdivision pl lots where the proposal is for development on previously subdivided or platt	<i>O</i> ,
3. A brief written description of the proposed development signed by the applied	cant;
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 proper addresses. A property owner is considered adjoining if it is within 175 feet regardless of public ways. The list shall be created using the current Chaffeet b) Postage Paid Frayelones, Each pages on the list shall be written on a postage. 	of the subject property e 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.

	rrow an	id scale	ent plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title on a minimum sheet size of eight and one-half ($8\frac{1}{2}$) inches by eleven (11 ea within the boundaries of the subject lot, including:
and t	a. he squa		locations of existing and proposed land uses, the number of dwelling unit ge of building space devoted to each use;
		iildings (location and dimensions, including building heights, of all existing and or structures and setbacks from lot lines or building envelopes where exac vailable;
	c.	Parki	ng spaces;
	d.	Utilit	y distribution systems, utility lines, and utility easements;
	e.	Drain	nage improvements and drainage easements;
	f.	Road	s, alleys, curbs, curb cuts and other access improvements;
	g.	Any	other improvements;
	h.	•	proposed reservations or dedications of public right-of-way, easements or public lands, and
	i.		ing topography and any proposed changes in topography, using five-foot our 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.
		(36) i corne area v	Developments in the major impact review procedure shall provide a lopment plan map on paper prints of twenty-four (24) inches by thirty-six inches, with north arrow and scale, and with title and date in lower righter, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the within the boundaries of the subject lots and including those items in Section 40(a) (3).

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, cross-section and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.
 - (c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.
- (viii) Evidence of adequate water supply and sanitary sewer service Data addressing the population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of

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

- (ix) An analysis shall be submitted addressing how water for domestic use and for fire flows is to be provided, along with the collection and treatment of sewage generated by the property to be subdivided.
- (x) A statement shall be submitted addressing the quantity, quality and availability of any water that is attached to the land.
- (xi) A preliminary estimate of the cost of all required public improvements, tentative development schedule (with development phases identified), proposed or existing covenants and proposed maintenance and performance guarantees. The applicant shall submit, at least in summary or outline form, any agreements as may be required by Section 16-2-70, relating to improvements and dedications.
- (xii) If intending to use solar design in the development, include a description of the steps that have been taken to protect and enhance the use of solar energy in the proposed subdivision. This shall include how the streets and lots have been laid out and how the buildings will be sited to enhance solar energy usage.
- (xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainage ways near or affecting the property being subdivided. If any portion of a one-hundred-year floodplain is located on the property, the applicant shall also identify the floodway and floodway fringe area. The applicant shall also describe the steps that will be taken to ensure that development locating in the floodway fringe area is accomplished in a manner which meets Federal Insurance Administration standards.
- (xiv) If applicable, a report shall be submitted on the location of wetlands, as defined by the U.S. Army Corp of Engineers, on or affecting the property being subdivided. The report shall outline the development techniques planned to ensure compliance with federal, state and local regulations.
 - (xv) A landscape plan, meeting the specifications of Section 16-8-90.
- (xvi) If applicable, a description of how the proposal will comply with the standards of any of the overlays.
- (xvii) A site plan for parks, trails and/or open space meeting the requirements of Section 16-6-110 below. If an alternate site dedication or fee in lieu of dedication is proposed, detailed information about the proposal shall be submitted.
- (xviii) All development and subdivision naming shall be subject to approval by the City. No development or subdivision name shall be used which will duplicate or be confused with the name of any existing street or development in the City or the County;

<u> </u>	An access permit from the Colorado Department of Transportation; and
<u> </u>	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.	d
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 un 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.

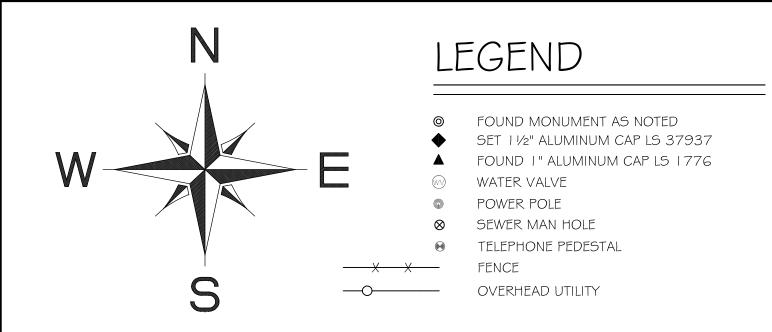
Our building designs will have variations that meet the subdivision requirements and provide a level of visual interest to the neighbors and community members

(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.



1" = 50'

11 | N 88°31'21" W | 1.95'

L14 |N 88°31'21" W |13.62

L16 S 00°50'05" W 20.00

17 N 35°43'42" E 71.08

20 |N 69°59'47" E |119.05

AREA TABLE

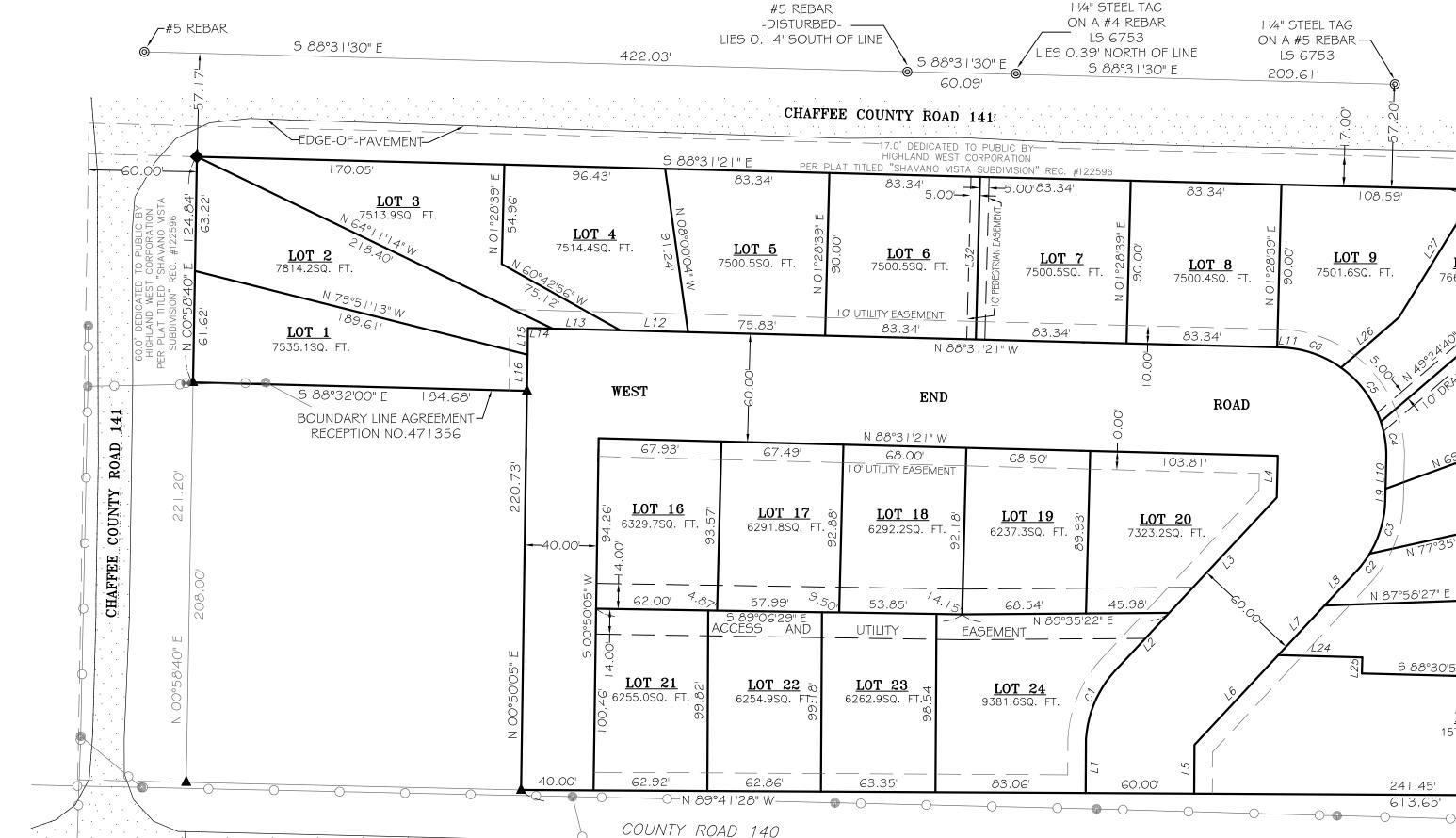
STREETS | 1.13 ACRES (49,110.9 SQ.FT.)

LOTS 4.19 ACRES (182,743.5 SQ.FT.)

TOTAL 5.32 ACRES (231,854.4 SQ.FT.)

WEST END MAJOR SUBDIVISION

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



S	meltertown	1. 7088	NYS/TORZ ST		
RIVER	Gaging Sta	000 000 000 000 000 000 000 000 000 00	SFIRAL Water Tank.		(86)
200000000	Shavano State Fish Hatchery PROJECT	(8) 32-1	Athletic	Saide Tenderfoot	38
7217	SITE Gol	f Course	BM 7080	rans	
= 7 7	Radio Tower (KVRH)	BM 7097 Longfelld	Lorerfellow of Trs		
WESTER 7197			Salie Salie	S Z AVE	4 n 1700 1700 1700 1701 1701 1701 1701 17
7167	· ii · i	7123 (g)	7092 South	rkansas River	7000 h
		VICINI	TY MAP		

NOT TO SCALE

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

A TRACT OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A I" ALUMINUM CAP STAMPED LS 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 31 BEARS SOUTH 88°35'32" EAST, A DISTANCE OF 1261.06 FEET; THENCE SOUTH 88°40'42" EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO.47 | 356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING. CONTAINING 5.32 ACRES

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

WEST END MAJOR SUBDIVISION

IN THE CITY OF SALIDA CHAFFEE COUNTY, COLORADO IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY

BY: KRISHNA CLEE QUICK UPCHURCH BY: TORY UPCHURCH COUNTY OF CHAFFEE STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___DAY OF ______2021, BY KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES

NOTARY PUBLIC

11/2" ALUMINUM CAP

ON A #5 REBAR LS 16117

-DISTURBED-

5 88°31'21" E /

1/2" ALUMINUM CAP

ON A #5 REBAR -

LS 16117

414.91'

93.37' DRAINAGE

<u>LOT 10</u>

<u>LOT 12</u>

LOT 13 6462.8SQ. F

LOT 14 7438.4SQ. F

5 88°30'56" E | 150.44'

<u>LOT 15</u>

15718.9SQ. FT.

CERTIFICATION OF TITLE

, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN KRISHNA CLEE QUICK UPCHURCH AND TORY UPCHURCH, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS _____ DAY OF ______, 2021.

TITLE AGENT

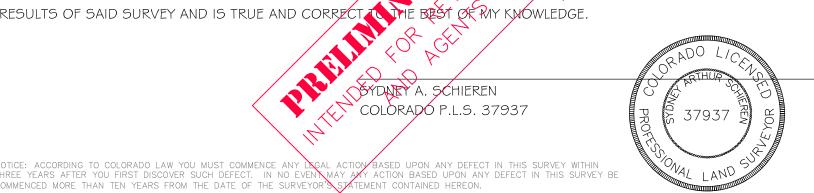
CLERK AND RECORDER'S CERTIFICATE

ON THIS _____ DAY OF _____, 2021 UNDER RECEPTION NUMBER

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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



ACKNOWLEDGMENT OF LIEN HOLDER

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

REPRESENTATIVE	DATE	
COUNTY OF)		
) 55. STATE OF)		
THE FORGOING ACKNOWLEDGMENT 2021, BY	OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THISDA	ΥC
MY COMMISSION EXPIRES		

CHAFFEE COUNTY ROAD 140

CITY ADMINISTRATOR APPROVAL

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

ADMINISTRATOR, CITY OF SALIDA

NOTARY PUBLIC

CITY OF SALIDA ACCEPTANCE

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

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

GENERAL NOTES

RESIDENCE ON SUCH LOT

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

2) ZONE: MEDIUM DENSITY RESIDENTIAL (R-2) 3) AS REQUIRED UNDER SECTION 16.6.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU OF LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW

REVISED:JULY 30, 2021 WEST END AUGUST 24, 2021 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

JOB # 20165 DATE: JULY 21, 2021

SHEET I OF I



s:\18007 Westener Motel\analysis and design\drainage report.docx

Upchurch Subdivision

Drainage Report

Contents

1	Introduction	. 1
	Existing Conditions	
	Soils	
	Precipitation	
	Runoff Analysis	
6	Conclusion	. 2
Арр	pendix A	. 1
Арр	pendix B	. 1
Apr	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

7/13/2021 Page 1 of 3

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

4 PRECIPITATION

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

5 RUNOFF ANALYSIS

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

TABLE 3

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

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

6 CONCLUSION

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

7/13/2021 Page 2 of 3

Appendix A



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

* source: ESRI Maps ** source: USGS



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

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

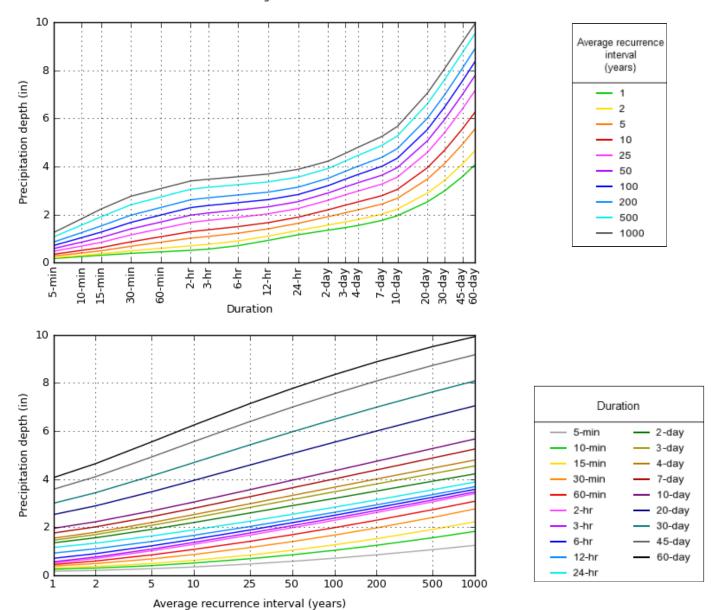
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper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

Please refer to NOAA Atlas 14 document for more information.

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PF graphical

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



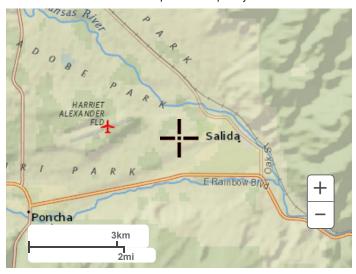
NOAA Atlas 14, Volume 8, Version 2

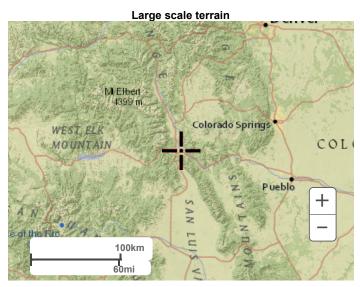
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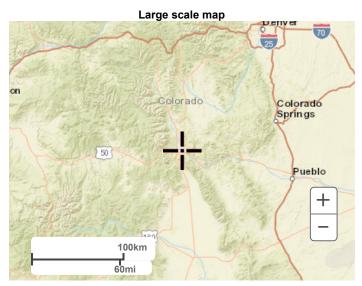
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Maps & aerials

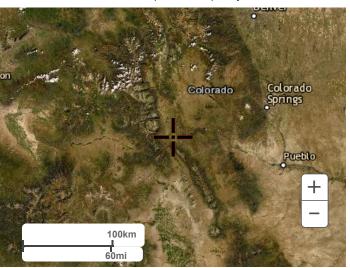
Small scale terrain







Large scale aerial



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

Disclaimer

Appendix B

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons



Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot
 Other

Special Line Features

Water Features

Δ

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20.000.

Warning: Soil Map may not be valid at this scale.

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

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

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

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

Survey Area Data: Version 13, Jun 5, 2020

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

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

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

Map Unit Legend

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

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

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

Map Unit Setting

National map unit symbol: jq9c Elevation: 7,000 to 9,000 feet

Mean annual precipitation: 11 to 15 inches

Frost-free period: 60 to 100 days

Farmland classification: Not prime farmland

Map Unit Composition

St. elmo and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of St. Elmo

Setting

Landform: Fan terraces
Down-slope shape: Linear
Across-slope shape: Linear

Parent material: Calcareous, coarse-textured gravelly alluvium and/or calcareous, coarse-textured gravelly outwash

Typical profile

H1 - 0 to 10 inches: gravelly sandy loam

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

H3 - 20 to 60 inches: H3 - 20 to 60 inches:

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High

(2.00 to 6.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 40 percent Available water capacity: Low (about 5.1 inches)

Interpretive groups

Land capability classification (irrigated): 6s Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: A Ecological site: R048AY316CO Hydric soil rating: No

Data Source Information

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

Counties

Survey Area Data: Version 13, Jun 5, 2020

Appendix C

325 D Street Salida, CO 81201 (719) 539-1675 www.crabtreegroup.net

DRAINAGE CALCULATIONS

Project Name:	Upchurch Subdivision						
Project #:	20036						
Location:	Salida, CO	alida, CO					
Client Name:	Tory Upchurch						
Client Address:							
Client Phone #:							
Prepared By:	WBH	Date:	7/13/2021				
Checked by:	WBH	Date:	7/13/2021				
Area Name:							

Storm Return Period	24-hour Rainfall
(yr)	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:



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 (qp)	0.177	0.927	1.996	3.073	4.360



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



MINIMUM DETENTION CALCULATIONS

1 Data:								
	A _m =	0.0126	mi. ²	6.	. Vs/Vr	ſ	0.29	0.24
Data: Drainage area Rainfall distribution		0.0126	mi.²	6.	. Vs/Vr $(V_s/V_r=C_0+C_1(q_0/q_i)+C_2(q$	$\int_{0}^{\infty} \left[\left(\frac{1}{q_{0}} \right)^{2} + C_{0} \right]$	0.29 ₃ (q ₀ /q _i) ³)	0.24
Drainage area				6.		 η ₀ /q _i) ² +C		0.24
Drainage area		0.0126 1st Stage	mi. ² 2nd Stage	6.				0.24
Drainage area Rainfall distribution		1st	- 2nd			[_{I₀/q_i)²+C_i}		0.24
Drainage area Rainfall distribution	<u> </u>	1st Stage	2nd Stage		$(V_s/V_r = C_0 + C_1(q_0/q_i) + C_2(q_0/q_i)$		0.59	
Drainage area Rainfall distribution 2. Frequency 3. Peak Inflow	<u> </u>	1st Stage 25	2nd Stage	7.	$(V_s/V_r = C_0 + C_1(q_0/q_i) + C_2(q_0/q_i) + C_$		0.59	0.95
Drainage area Rainfall distribution 2. Frequency 3. Peak Inflow discharge q _i	yr cfs	1st Stage	2nd Stage	7.	(V _s /V _r =C ₀ +C ₁ (q ₀ /q _i)+C ₂ (q ₀ /q _i		0.59	0.95
Drainage area Rainfall distribution 2. Frequency 3. Peak Inflow discharge qi (from Post-Developed v	yr cfs	1st Stage 25	2nd Stage	7.	$(V_s/V_r = C_0 + C_1(q_0/q_i) + C_2(q_0/q_i) + C_$	orksheel	0.59	
Rainfall distribution 2. Frequency 3. Peak Inflow discharge qi (from Post-Developed v 4. Peak outflow	yr cfs worksheet)	1st Stage 25 4.255	2nd Stage 100	7.	$(V_s/V_r=C_0+C_1(q_0/q_i)+C_2$	orksheet cu-ft	0.59 t)	0.95
Drainage area Rainfall distribution 2. Frequency 3. Peak Inflow discharge qi (from Post-Developed v	yr cfs worksheet)	1st Stage 25	2nd Stage	7.	(V _s /V _r =C ₀ +C ₁ (q ₀ /q _i)+C ₂ (q ₀ /q _i	orksheel	0.59	0.95
Drainage area Rainfall distribution 2. Frequency 3. Peak Inflow discharge qi (from Post-Developed v 4. Peak outflow discharge qp	yr cfs worksheet)	1st Stage 25 4.255	2nd Stage 100	7. 8. 9.	$(V_s/V_r=C_0+C_1(q_0/q_i)+C_2$	cu-ft	0.59 t)	0.95

UPCHURCH SUBDIVISION

CIVIL ENGINEERING PLANS

SALIDA, CO AUGUST, 2021



VICINITY MAP



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

GENERAL NOTES:

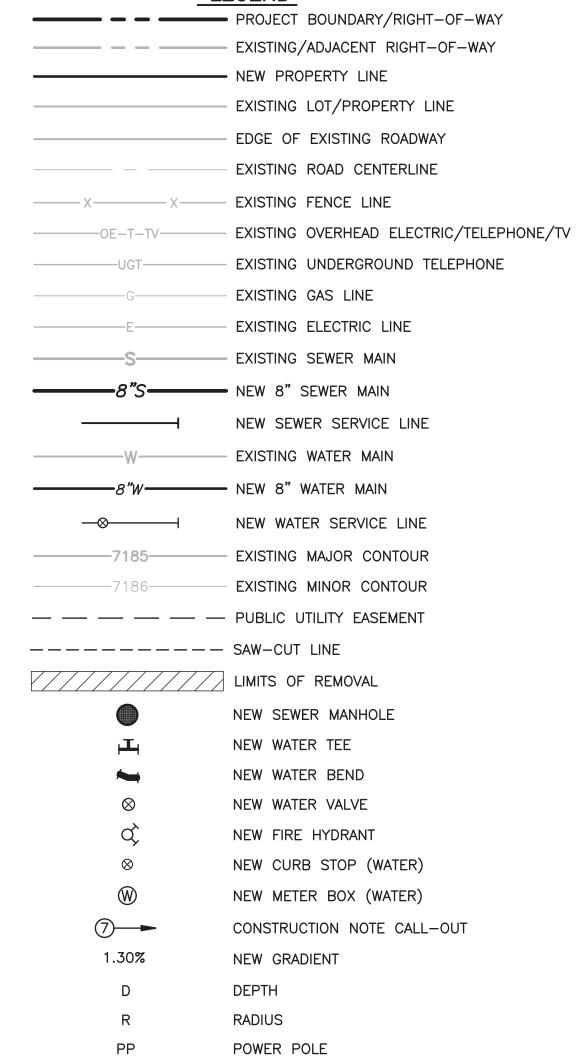
- 1. ANY CHANGES FROM THE PLAN, STANDARD NOTES, STANDARD DESIGNS, OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE ENGINEER OF RECORD. INSTALLATIONS NOT CONFORMING TO THE ABOVE SHALL BE REMOVED AND REPLACED AND/OR CORRECTED AT THE CONTRACTOR'S EXPENSE.
- 2. THE CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL MATERIALS A MINIMUM OF 1 WEEK PRIOR TO START OF CONSTRUCTION FOR REVIEW AND APPROVAL BY THE ENGINEER. ANY MATERIALS NOT RECEIVING APPROVAL PRIOR TO INSTALLATION MAY BE DISALLOWED 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 SURVEYOR. CONSTRUCTION SURVEYING AND FIELD STAKES SHALL UTILIZE THE SAME HORIZONTAL AND VERTICAL DATUM AND BASIS OF BEARING
- 4. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR IS RESPONSIBLE FOR 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 NOT, AND PROTECT THEM FROM DAMAGE. ALL UTILITIES AND MONUMENTS SHOULD BE FLAGGED PRIOR TO CONSTRUCTION. THE CONTRACTOR 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 SURVEY 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 LIMITED TO: 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.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR COMPLETION OF THE WORK, UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE YEAR COMMENCING FROM THE TIME OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ALL FAILURES DETERMINED BY THE ENGINEER TO BE 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 A SET OF PLANS. THE CONTRACTOR SHALL MAINTAIN A RED-LINED SET OF PLANS, INDICATING ALL CONSTRUCTION CHANGES, AND KEEP IT UP TO DATE AT ALL TIMES. INCOMPLETE REDLINES SHALL BE SUFFICIENT CAUSE FOR REJECTION OF PAYMENT APPLICATIONS. A 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 CONSTRUCTION STANDARDS AND SPECIFICATIONS IN FORCE AT THE TIME OF THE BID AWARD. IN CASE OF CONFLICT THE FIRST LISTED IN THE ORDER ABOVE SHALL RULE.
- 11. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING WITH THE TESTING AGENCIES AND PROJECT ENGINEER TO ENSURE THAT ALL 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 COMMENCING 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 COMMENCING WORK THAT WILL IMPACT PUBLIC ACCESS OF SERVICES.
- 14. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE. ALL EXCAVATIONS LEFT OPEN OVERNIGHT MUST BE BARRICADED TO PREVENT VEHICULAR AND
- 15. THE CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENT TO UTILIZE OFF-SITE PROPERTIES FOR STAGING OR STORAGE OF MATERIALS. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MINIMIZE ANY NUISANCE CONDITIONS ARISING FROM THEIR STAGING AND MATERIAL STORAGE AREAS.
- 16. THE CONTRACTOR SHALL COORDINATE WITH THE APPLICABLE PUBLIC WORKS DEPARTMENT TO ARRANGE FOR ANY CONSTRUCTION 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 APPROVED PRIOR TO COMMENCING WITH THE WORK.
- 18. CONTRACTOR SHALL KEEP WEIGHT TICKETS, BATCH TICKET, INVOICES, ETC. FOR ALL MATERIAL INCORPORATED INTO THE PROJECT. 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 ADDRESS. WHEN NECESSARY, CONTRACTOR SHALL NOTIFY EXISTING RESIDENCES OF IMPENDING DISTURBANCE A MINIMUM OF ONE WEEK PRIOR TO REMOVING/OBSTRUCTING MAILBOXES.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING OR REPAIRING ANY DAMAGE TO PRIVATE PROPERTY IMPROVEMENTS AND FOR FINAL CLEAN UP AND STREET SWEEPING OF THE JOB SITE.

BASIS OF BEARINGS:

GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.PS. OBSERVATIONS ALONG THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 BETWEEN TWO 1" ALUMINUM CAPS STAMPED "LS 1776" HAVING A BEARING OF NORTH 89°41'28" WEST.

LEGEND



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

TOP OF PIPE

FIRE HYDRANT

INVERT

<u>PRIVATE ENGINEER'S NOTES TO CONTRACTOR</u> HE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR TRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE ECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS HOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR URTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR TRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. TROCTORES SHOWN OR NOT SHOWN ON THESE DRAWINGS. ONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB ITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND OT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY. THE CITY, THE OWNER AND THE ENGINEER HARMLESS ROM ANY AND ALL LIABILITY. REAL OR ALLEGED. IN CONNECTION WITH THE PERFORMANCE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE

THE OWNER OR THE ENGINEER.

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

CALL AT LEAST TWO WORKING DAYS PRIOR

TO EXCAVATING

PREPARED FOR:

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

PREPARED UNDER THE DIRECTION OF:

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

CRABTREE ENGINEERING SMART GROWTH™ 325 D STREET

918 CUYAMA ROAD

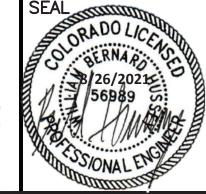
OJAI, CA 93023

PH: 719-221-1799

PREPARED BY:

SALIDA, CO 81201

PH: 719-539-1675



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ISSUED FOR REVIEW 8/26/21 **UPCHURCH SUBDIVISION**

SALIDA, CO

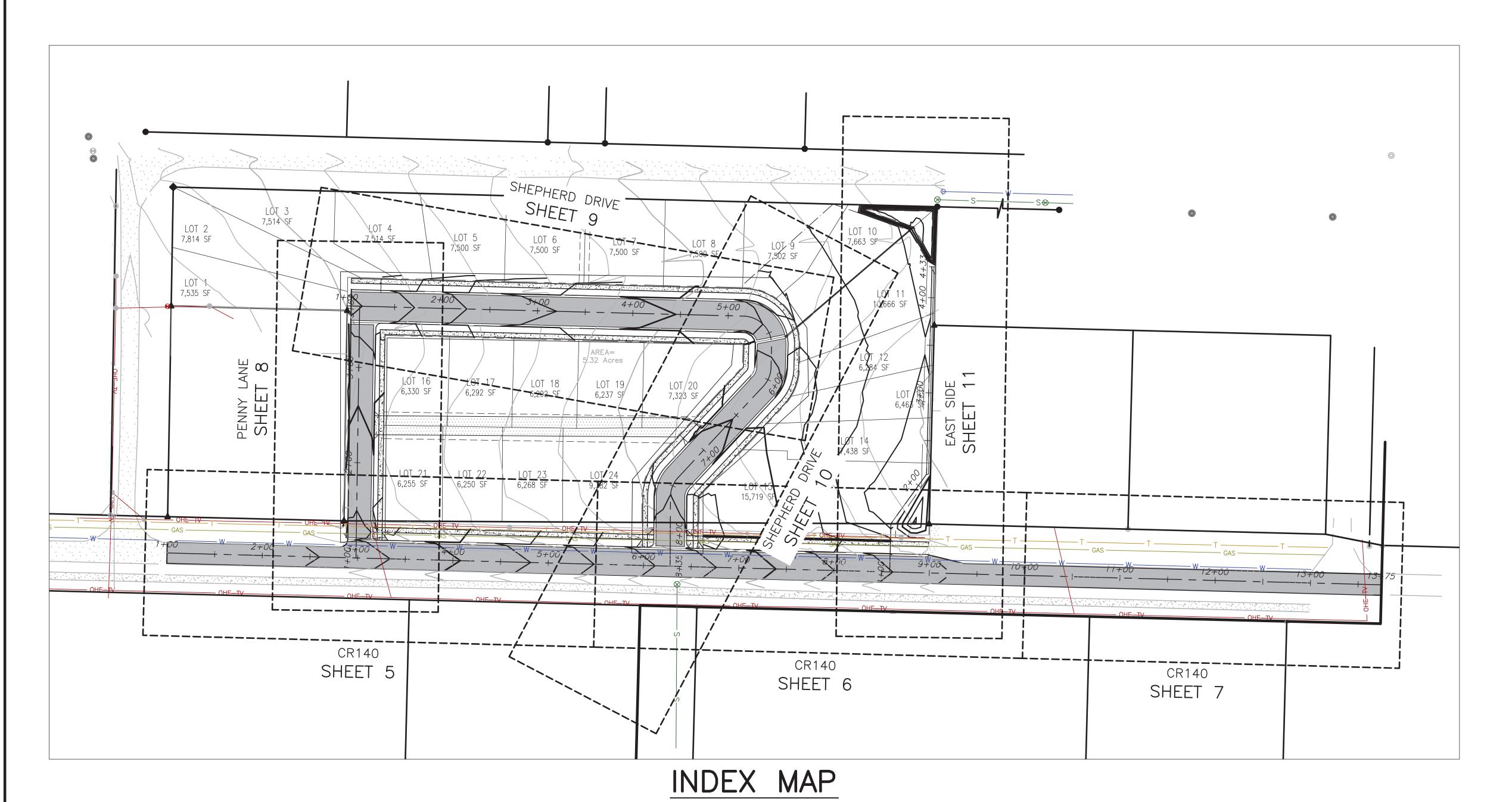
CIVIL ENGINEERING PLANS

CIVIL COVER SHEET NOTES, LEGEND, SHEET INDEX, VICINITY MAP of <u>22</u> SHT PROJECT NO. 20036

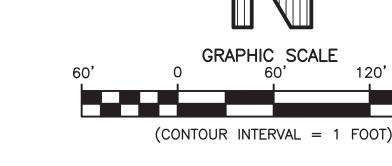
SHEET NO.

STREET PLANS

SALIDA, CO AUGUST, 2021



SCALE: 1"=60' AT 24X36"



STREET NOTES:

- 1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - A. GRADATION AND PROCTOR TEST FOR THE BASE COURSE MATERIAL.
 - B. ASPHALT MIX DESIGN STAMPED BY A PROFESSIONAL ENGINEER.
 - C. CONCRETE MIX DESIGN.
- 2. ASPHALT PAVEMENT SHALL BE GRADE PG58-28 (S OR SX GRADING), PLACED IN ACCORDANCE WITH CDOT STANDARD SPECIFICATIONS, SECTION 401, UNLESS NOTED OTHERWISE. IF THE MIX IS NOT ON THE CDOT APPROVED PRODUCTS LIST, THE CONTRACTOR SHALL SUBMIT A MIX DESIGN TO THE PROJECT ENGINEER FOR
- 3. CONCRETE FOR CURBS, GUTTERS, EDGING, CROSSPANS, ETC. SHALL BE "CLASS B" IN CONFORMANCE WITH CDOT STANDARD SPECIFICATIONS, SECTION 601 "STRUCTURAL CONCRETE". ALL CONCRETE SHALL BE CURED WITH CURING COMPOUND, CONFORMING TO AASHTO M148, IMMEDIATELY AFTER FINISHING.
- 4. CONCRETE SHALL CONTAIN FIBER REINFORCEMENT COMPLYING WITH ASTM CIII6 AT A RATE OF 1.5 LBS PER CUBIC YARD, UNLESS NOTED OTHERWISE.
- 5. PRIOR TO PLACEMENT OF AGGREGATE BASE COURSE OR ROAD SURFACING MATERIAL SUBGRADE SHALL BE PREPARED BY REMOVING ALL ORGANICS, DEBRIS, OR OTHER DELETERIOUS MATERIAL, SCARIFYING, AND RECOMPACTING A MINIMUM OF 1 FT. DEPTH. COMPACTION WILL BE VERIFIED BY WHEEL ROLL TESTING.
- 6. AGGREGATE BASE COURSE SHALL BE CDOT CLASS 6, COMPACTED TO A MINIMUM OF 95% PER ASTM D1557 (MODIFIED PROCTOR), AND PLACED IN MAXIMUM LIFTS OF 6" (COMPACTED THICKNESS).
- 7. ASPHALT PAVING SHALL BE LAID IN LIFTS NOT TO EXCEED 3" UNLESS NOTED OTHERWISE.
- 8. ALL JOINTS BETWEEN NEW ASPHALT AND EXISTING ASPHALT AND/OR CONCRETE SHALL BE TACKED WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) AT A MINIMUM RATE OF 0.1 GALLONS PER SQUARE YARD. TACKING OF JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE STREET PAVING AND WILL NOT BE PAID FOR SEPARATELY.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PERSONNEL AND DEVICES REQUIRED FOR THE PROJECT. ACCESS TO PRIVATE PROPERTIES SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. TRAFFIC CONTROL IS CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND SHALL NOT BE PAID SEPARATELY.
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF PAVEMENT FAILING TO MEET THE PROJECT SPECIFICATIONS.
- 11. CONCRETE SIDEWALKS, CURBS AND GUTTERS SHALL HAVE CONTROL JOINTS, SPACED AT A MAXIMUM OF 10' ON-CENTER, ALONG THE LONGITUDINAL LENGTH. CONTROL JOINTS MUST BE HAND FORMED OR SAWCUT WITHIN 24 HOURS OF INITIAL CONCRETE PLACEMENT. EXPANSION JOINTS SHALL BE FORMED, UTILIZING 1/2" PREFORMED EXPANSION JOINT FILLER, AT A MAXIMUM INTERVAL OF 300' AND AT ALL FIXED STRUCTURES.
- 12. CONTRACTOR SHALL PROVIDE THE CITY OF SALIDA WITH NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK THAT WILL IMPACT THE PUBLIC.
- 13. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL VALVE BOXES, MANHOLES, AND OTHER STRUCTURES TO GRADE PRIOR TO OR DURING PAVING OPERATIONS.
- 14. CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, PUBLIC WORKS DEPARTMENT, AND/OR TESTING AGENCIES A MINIMUM OF 2 WORKING DAYS PRIOR TO REQUESTED INSPECTION AND/OR TESTING TIMES.
- 15. THE FOLLOWING SHALL BE CONSIDERED MANDATORY INSPECTION POINTS AND WORK SHALL NOT PROGRESS BEYOND THOSE POINTS WITHOUT OBTAINING WRITTEN APPROVAL OF THE ENGINEER:
 - A. SUBGRADE PLACEMENT AND COMPACTION PRIOR TO BASE PLACEMENT.
 - B. AGGREGATE BASE COURSE PLACEMENT AND COMPACTION PRIOR TO PAVING.
 - C. CONCRETE FORM-WORK AND REINFORCING PRIOR TO CONCRETE PLACEMENT.
 - D. STRING LINING OF BASE COURSE PRIOR TO PAVING OPERATIONS.
- 14. CONTRACTOR SHALL SWEEP THE STREET AND CLEAN THE JOBSITE OF ALL EXCESS ASPHALT MATERIAL, CONCRETE, AND OTHER DELETERIOUS MATERIAL WITHIN 48 HOURS AFTER PAVING COMPLETION.

ISSUED FOR REVIEW 8/26/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR HE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR URTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR TRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. ONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB THE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND OT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE

THE OWNER OR THE ENGINEER.

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

PREPARED UNDER THE DIRECTION OF: WILLIAM BERNARD HUSSEY CRABTREE GROUP, IN L.C.E. NO. <u>56989</u> EXP. DATE <u>10/31/21</u>





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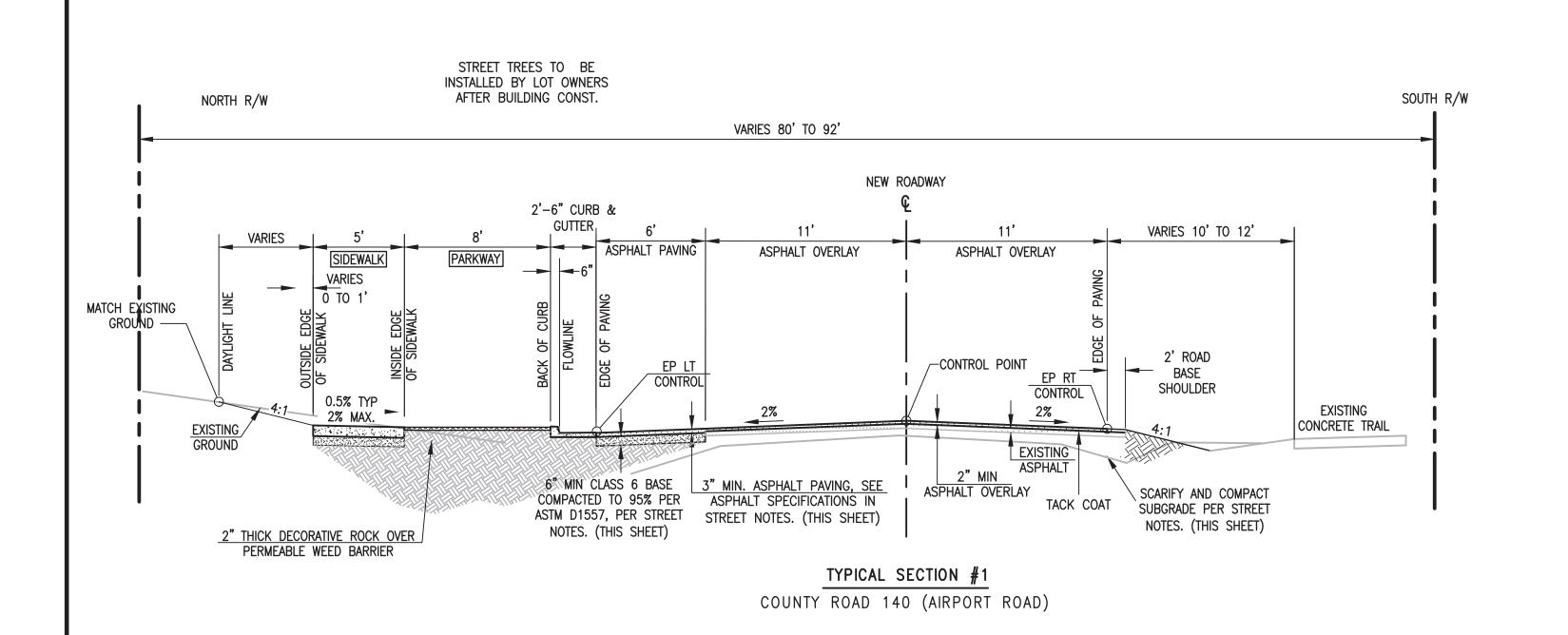
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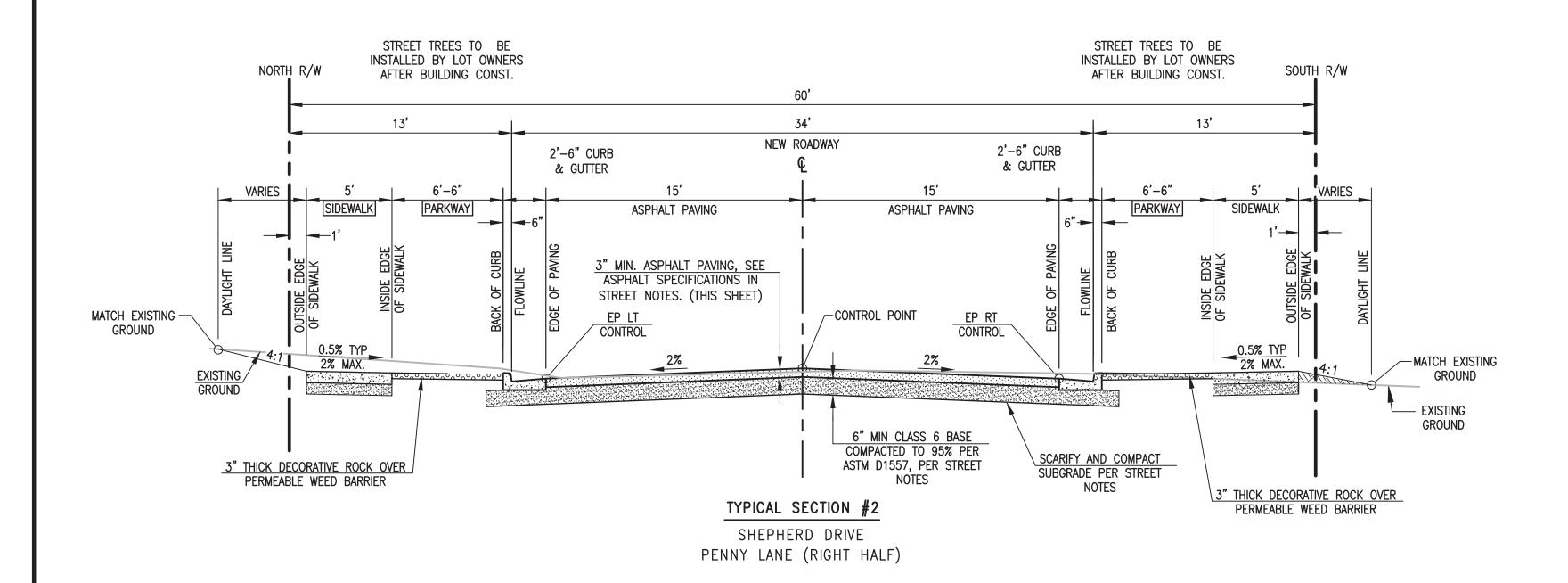
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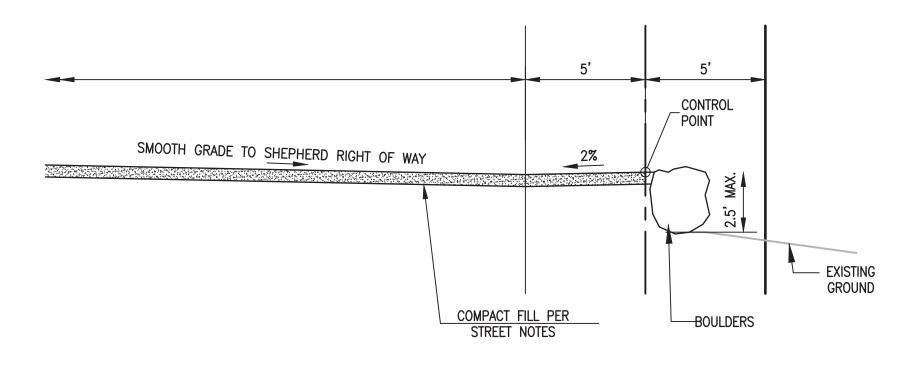
UPCHURCH SUBDIVISION SALIDA, CO STREET PLANS

STREET COVER SHEET INDEX MAP, STREET NOTES

SHEET NO. of <u>22</u> SHT PROJECT NO 20036







TYPICAL SECTION #3 EAST SIDE GRADING

ISSUED FOR REVIEW 8/26/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

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

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

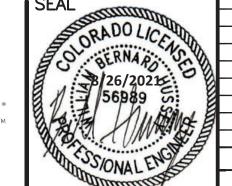
L.C.E. NO. <u>56989</u> EXP. DATE <u>10/31/21</u>

WILLIAM BERNARD HUSSEY

CRABTREE GROUP, IN

PREPARED BY: CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 325 D STREET SALIDA, CO 81201 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

PH: 719-539-1675



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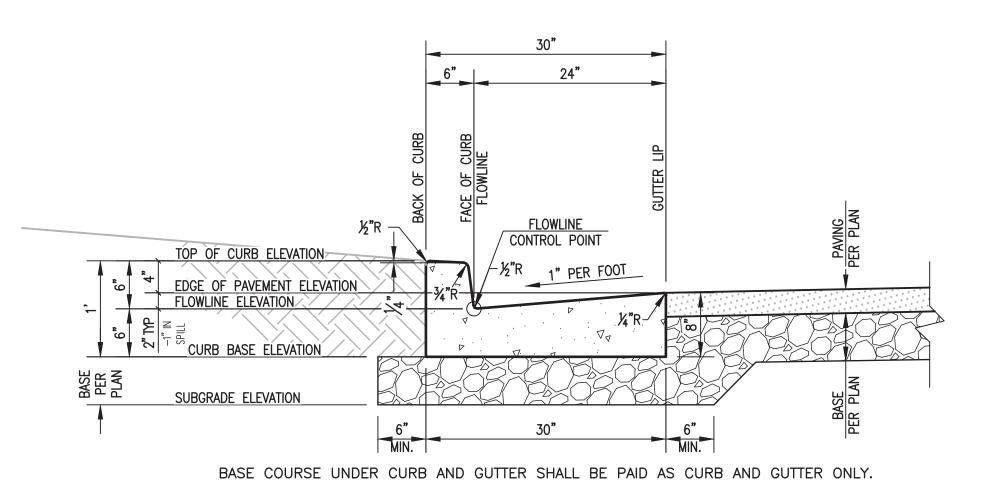
UPCHURCH SUBDIVISION

SALIDA, CO STREET PLANS

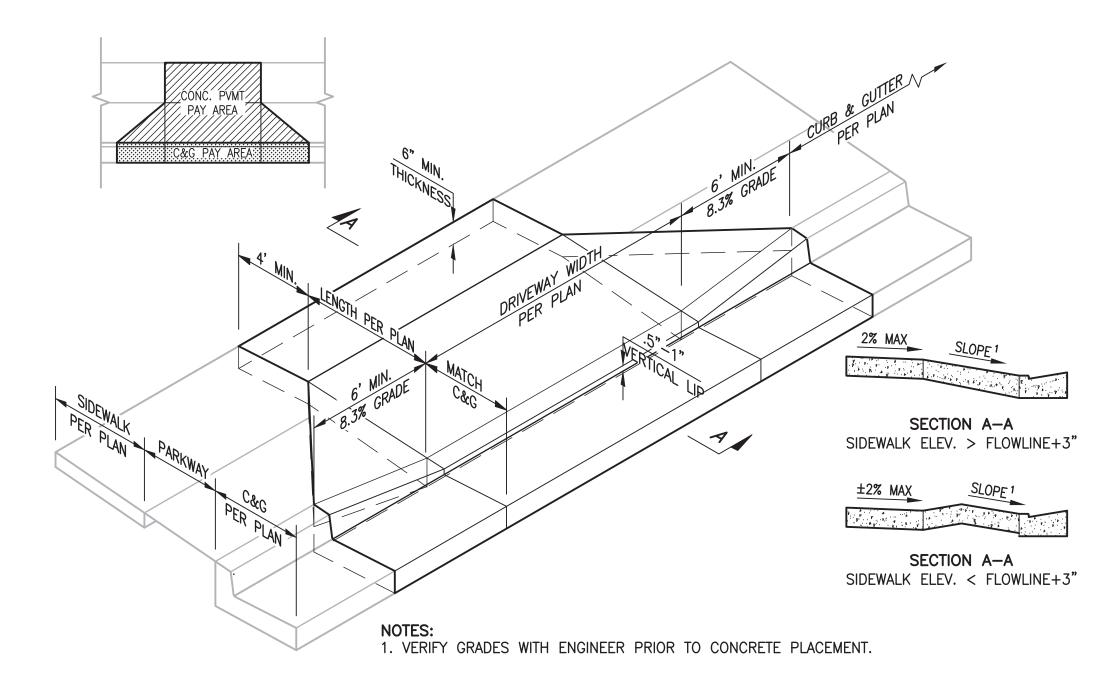
TYPICAL SECTIONS STREETS AND ALLEYS

OF <u>22</u> SHTS PROJECT NO. 20036

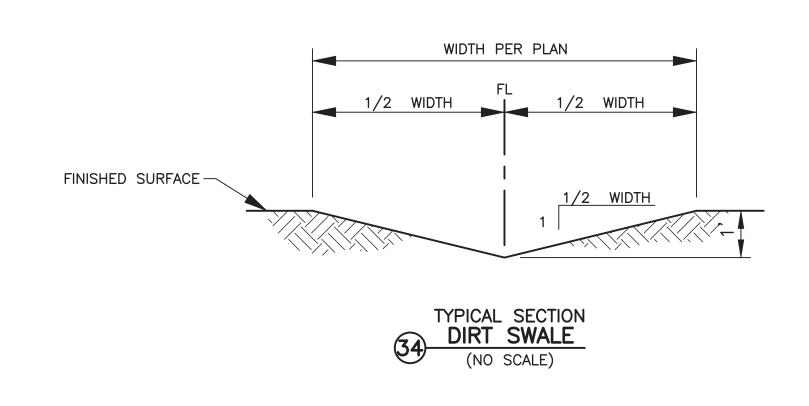
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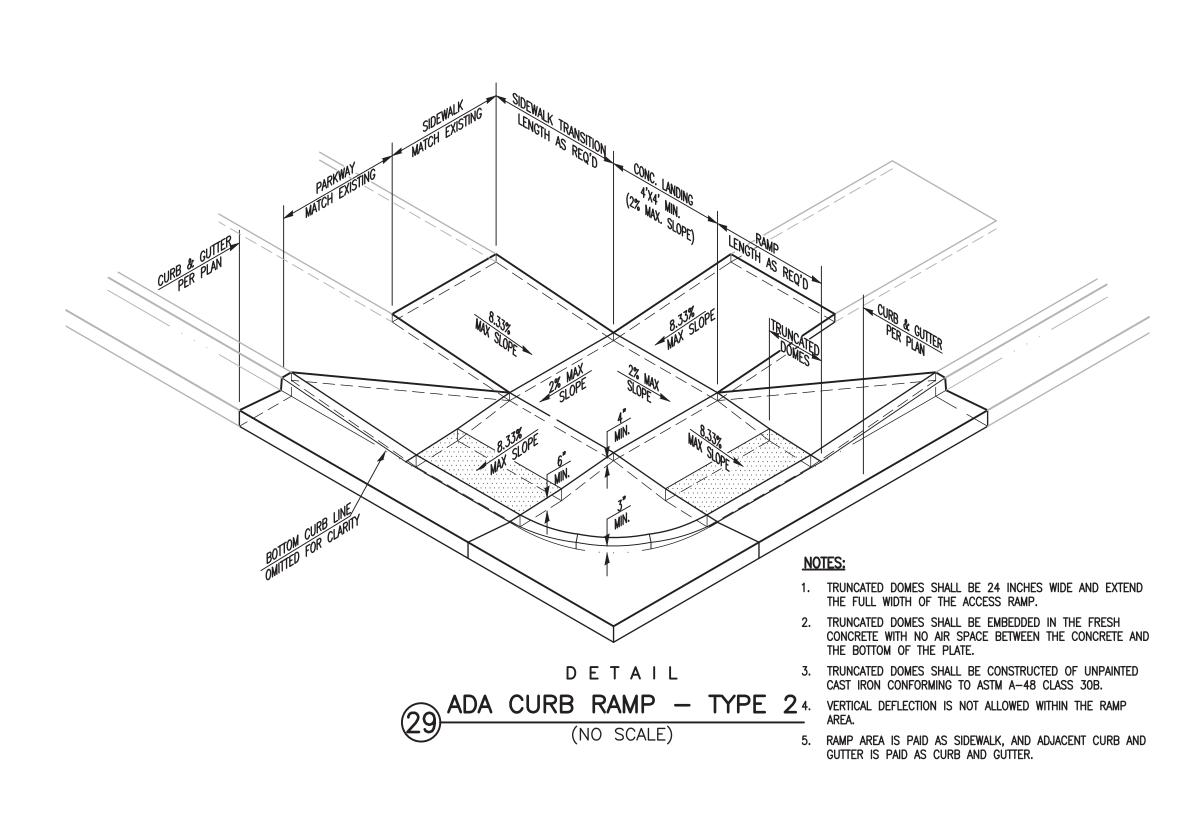


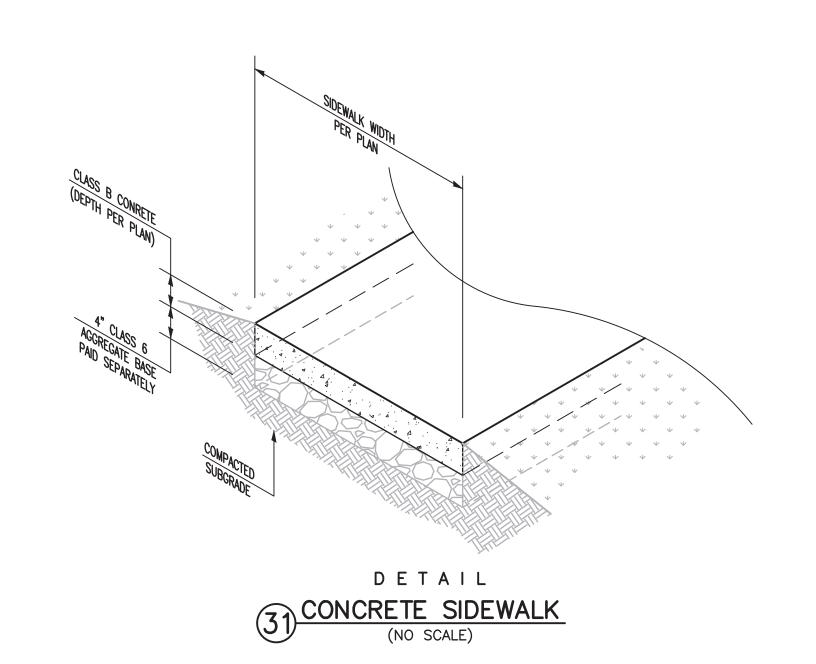
DETAIL 20 30" CURB AND GUTTER, 6" CURB (NO SCALE)

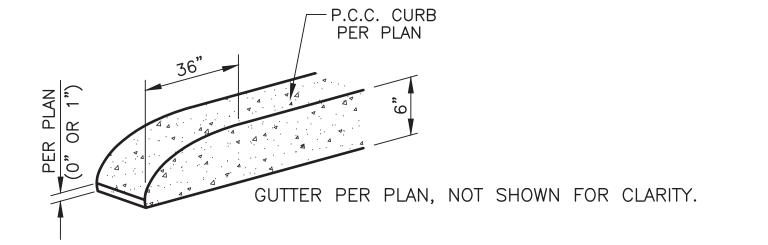


DETAIL TYPE 1 DRIVEWAY
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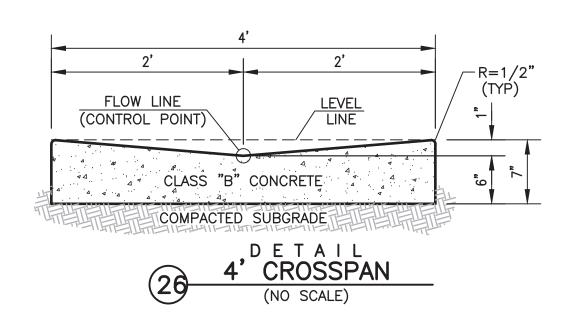






PAID AS CURB AND GUTTER (PER LF), AND AS CURB TAPER (PER EACH).





ISSUED FOR REVIEW 8/26/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

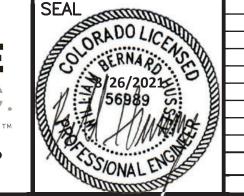
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PREPARED FOR: TORY UPCHURCH 2112 ANN ARBOR AVE AUSTIN, TX 78704 PHONE: 512-826-6152 PREPARED UNDER THE DIRECTION OF:

WILLIAM BERNARD HUSSEY

CRABTREE GROUP, IN

PREPARED BY: CRABTREE ENGINEERING SMART GROWTH™ 325 D STREET SALIDA, CO 81201 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799 PH: 719-539-1675



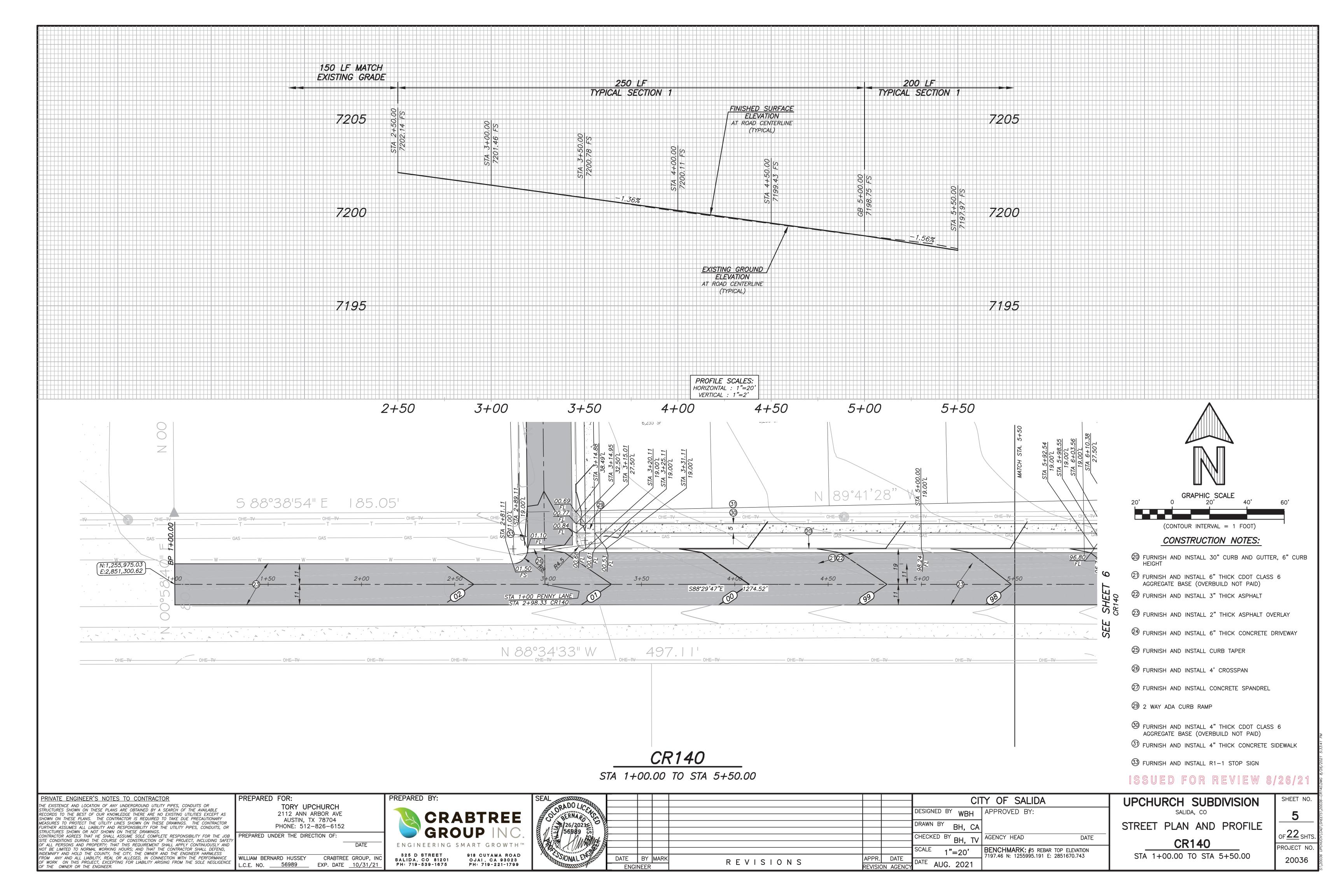
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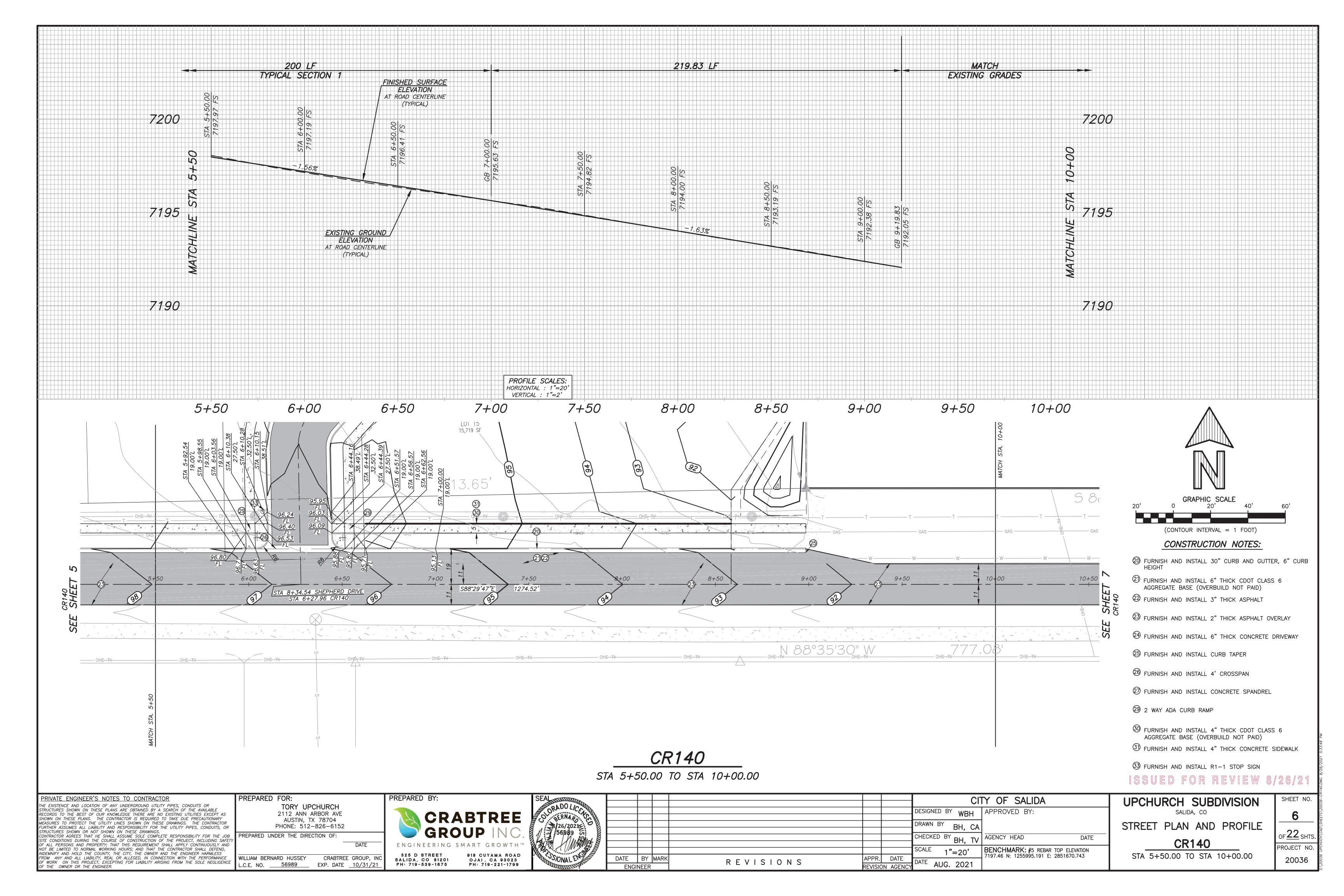
UPCHURCH SUBDIVISION SALIDA, CO

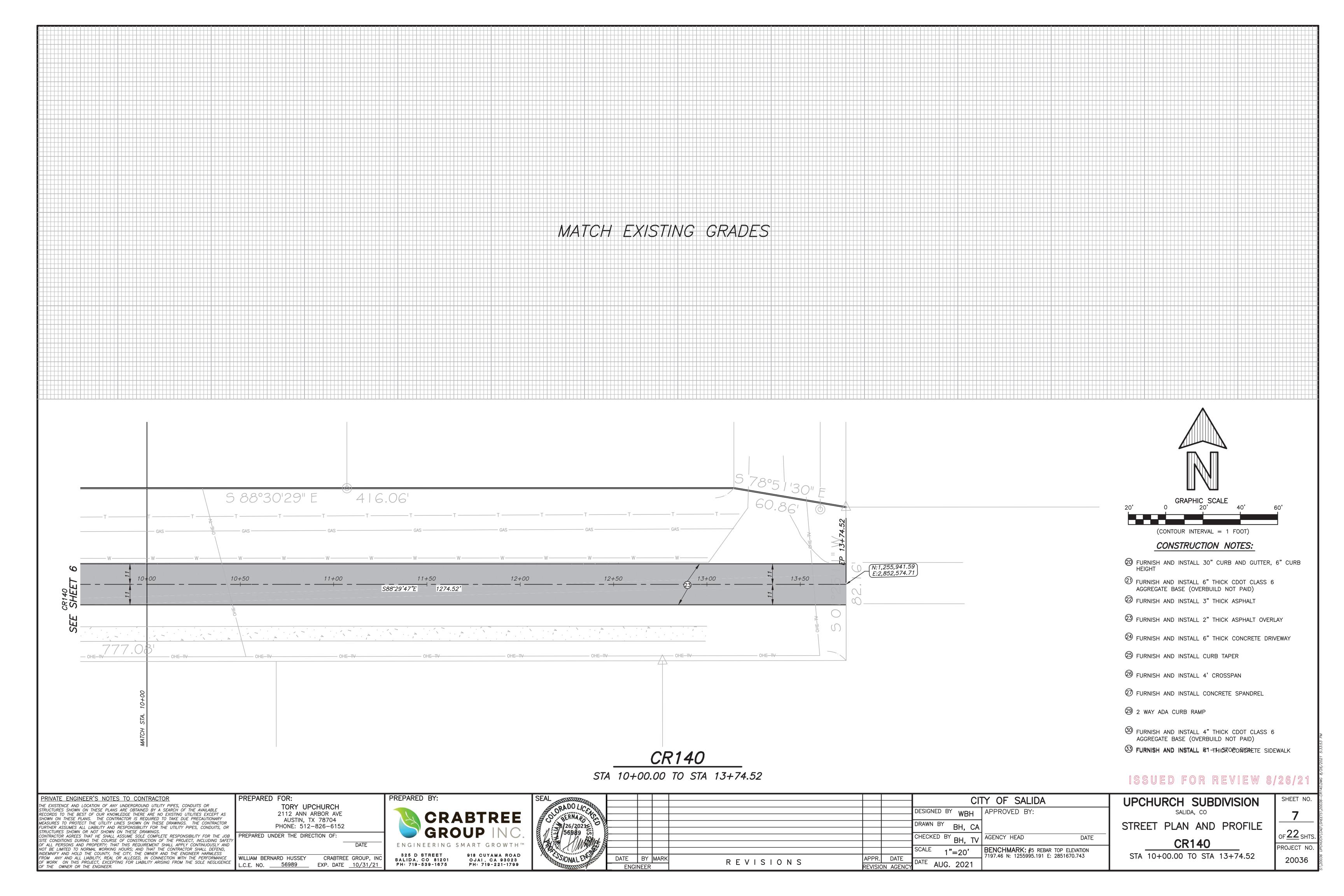
STREET PLANS

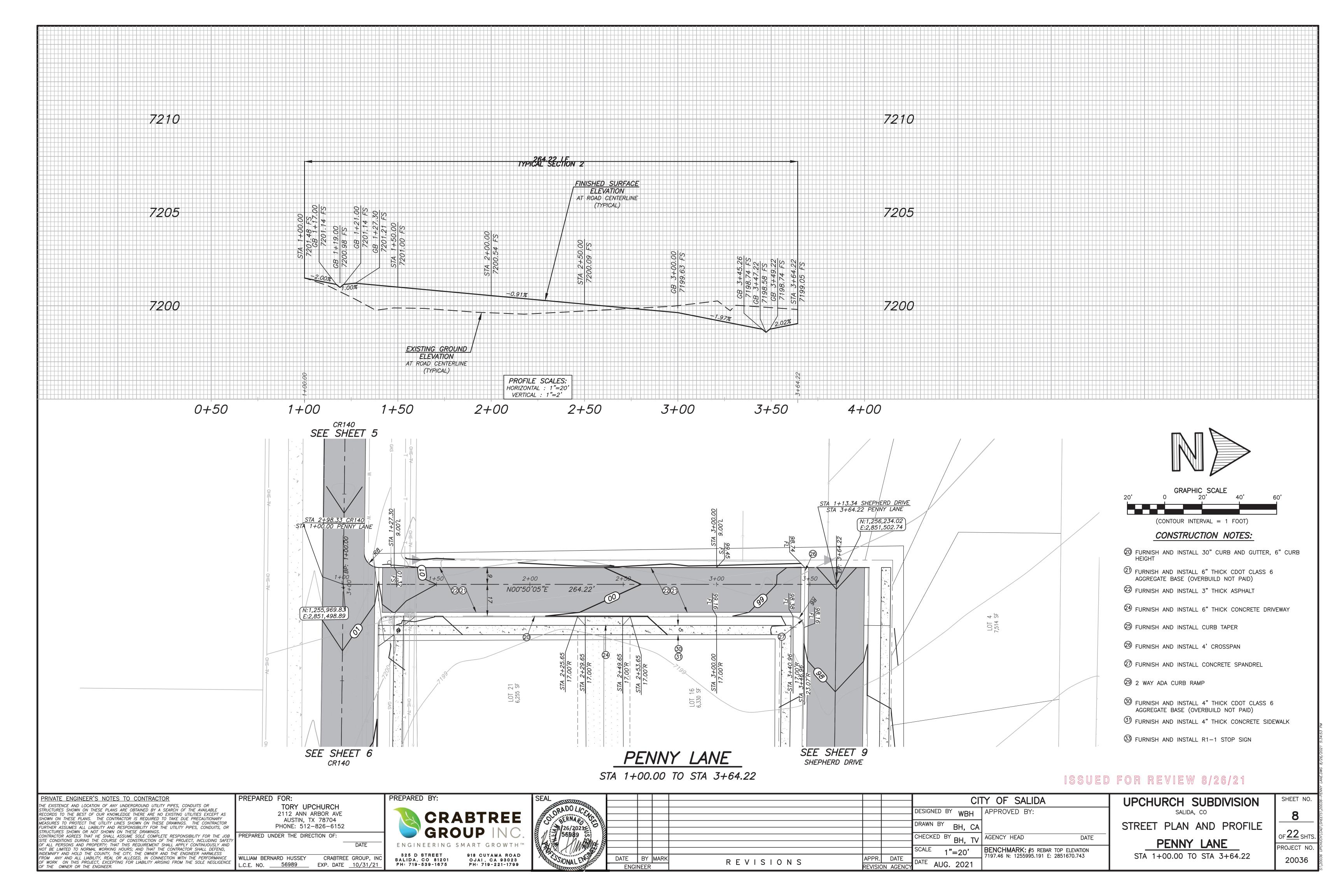
DETAILS NOTES AND DETAILS of <u>22</u> SHTS PROJECT NO. 20036

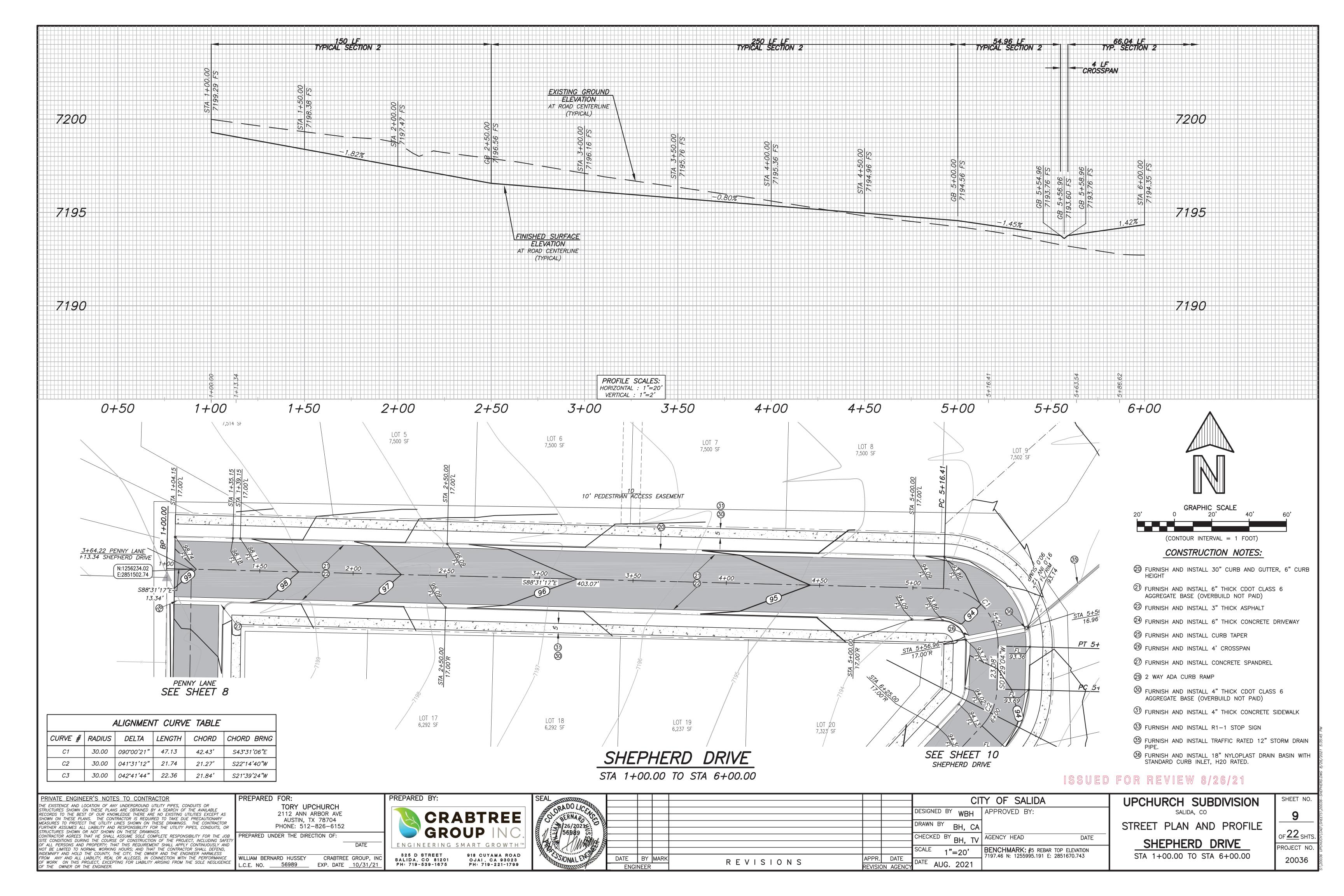
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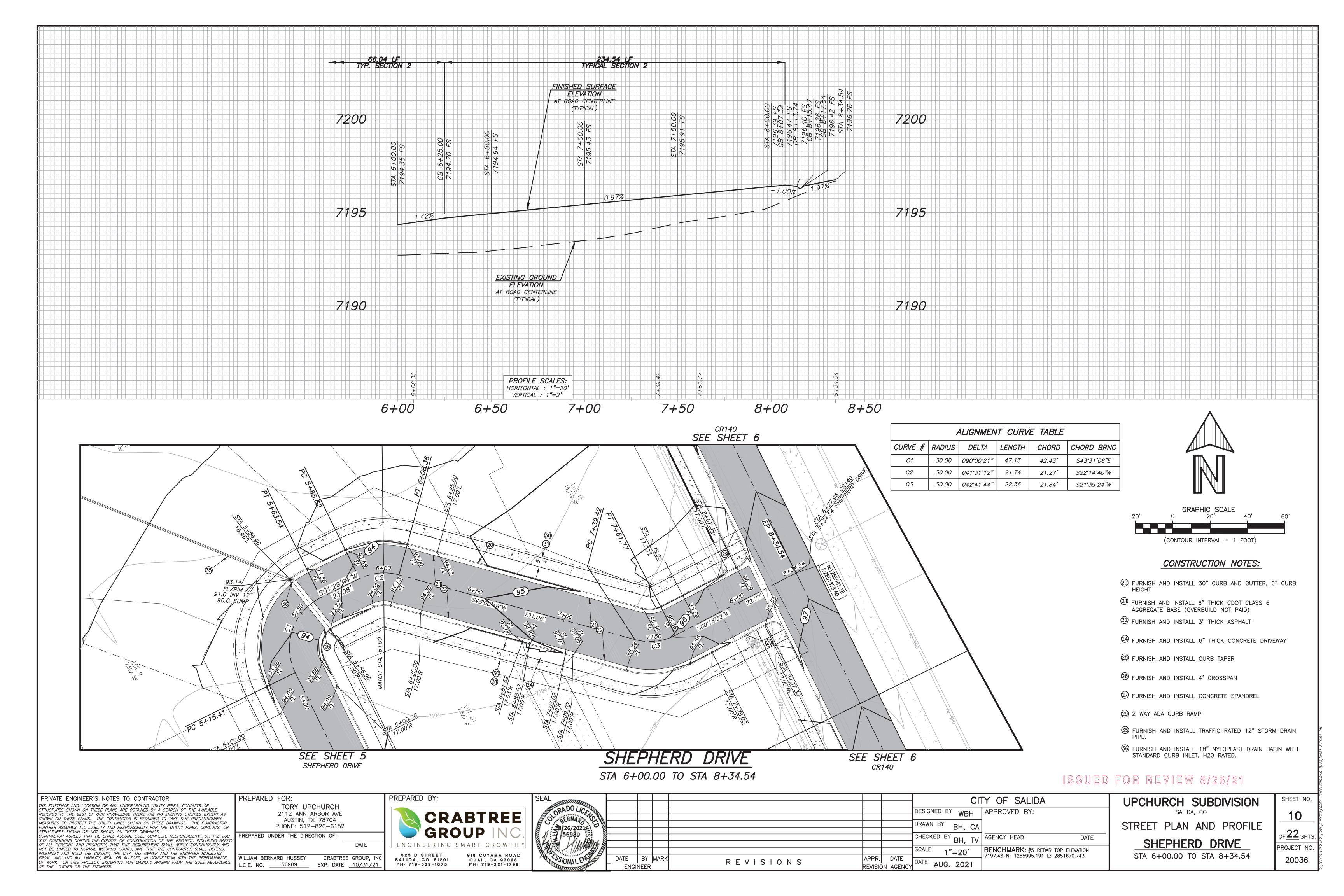


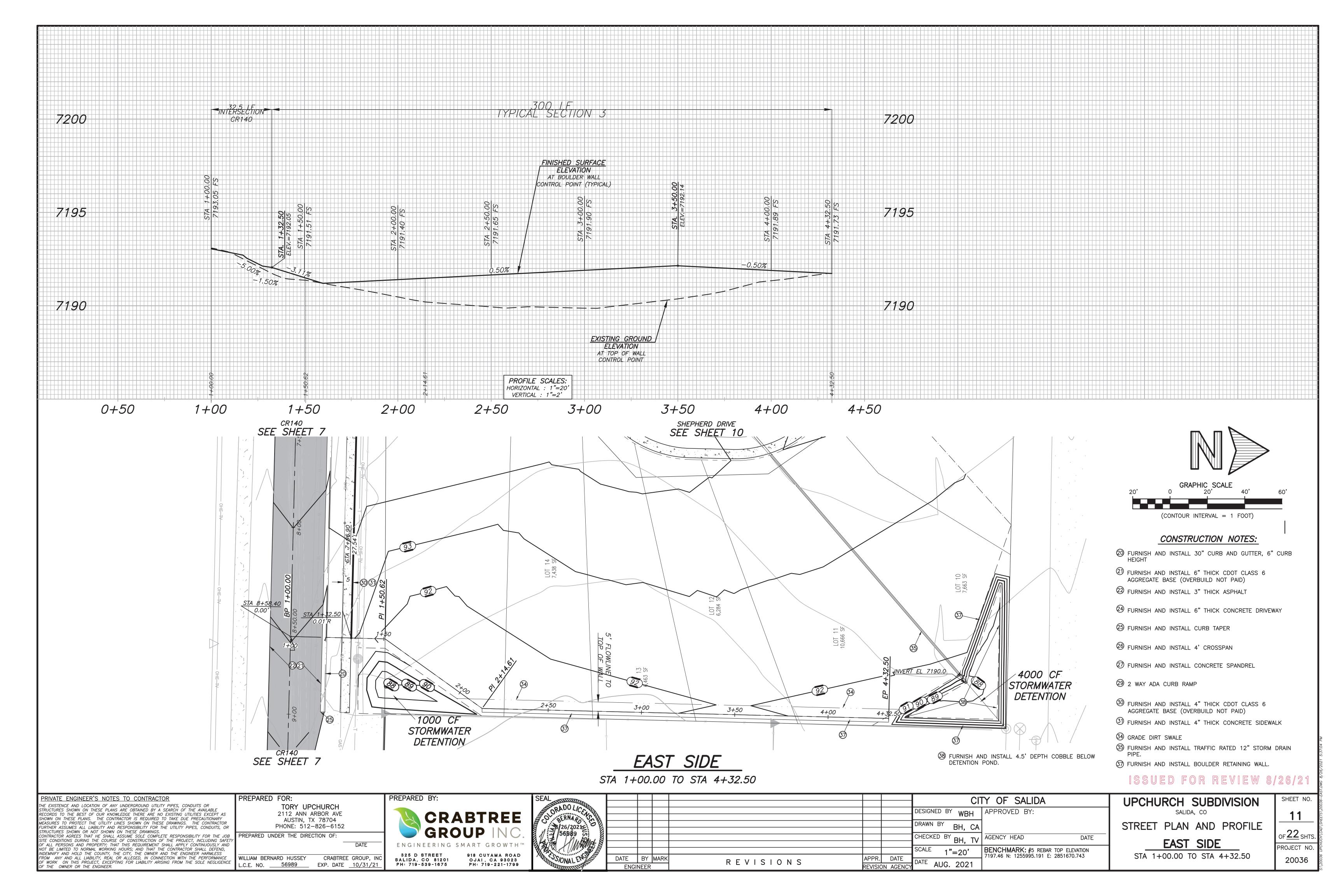








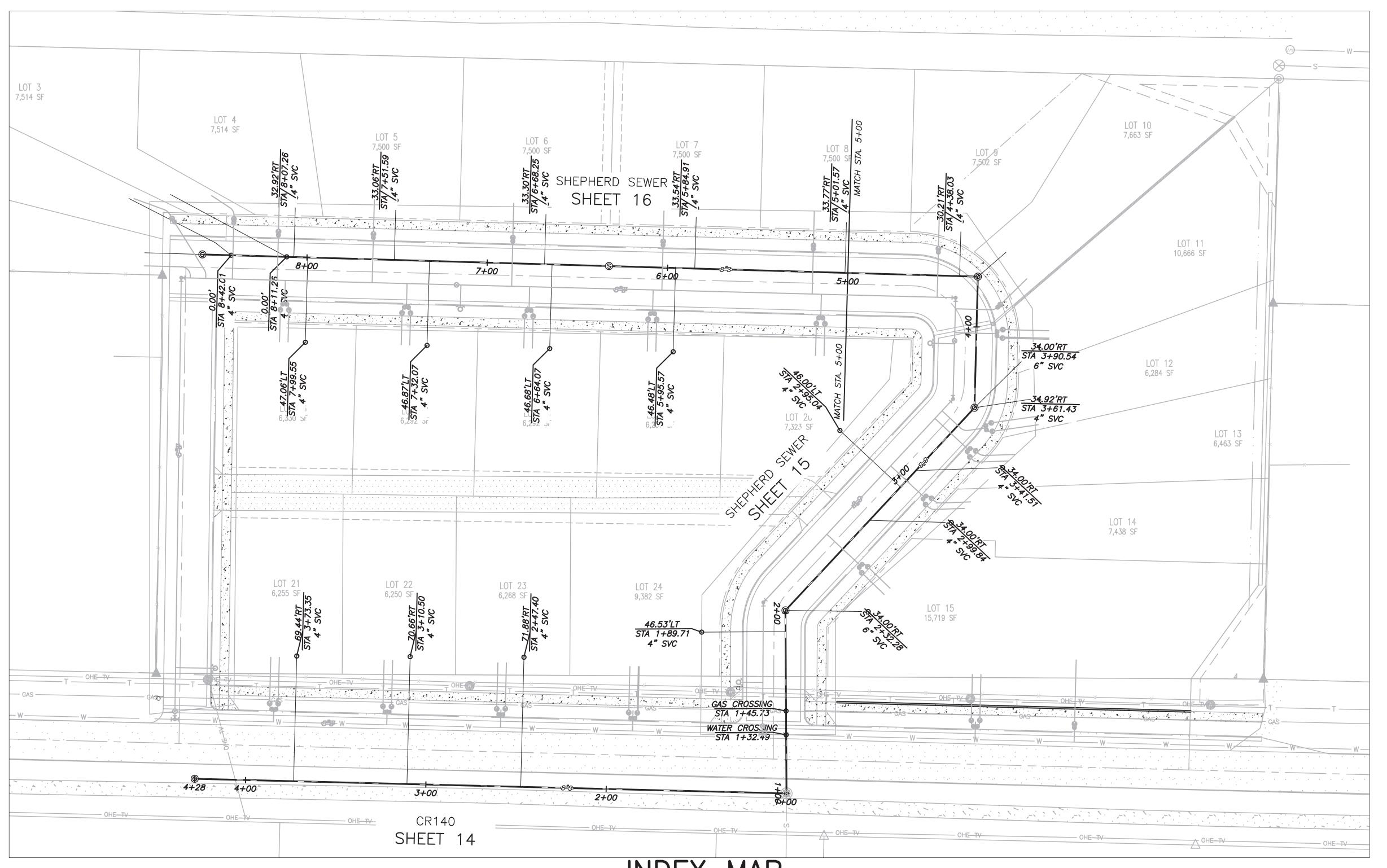


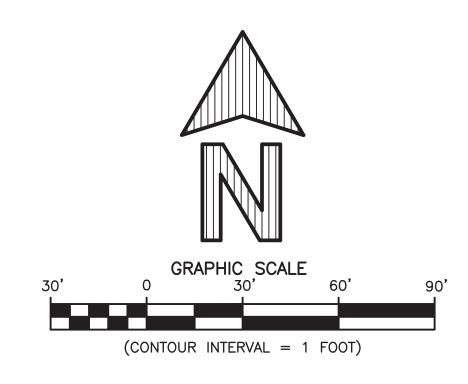


UPCHURCH SUBDIVISION

SEWER PLANS

SALIDA, CO AUGUST, 2021





SEWER 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 MANHOLES, PIPE MATERIAL, FITTINGS, AND OTHER APPURTENANCES.
 - B. GRADATION AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL
- 2. SEWER MAIN PIPE MATERIAL SHALL BE SDR 35 POLYVINYL CHLORIDE (PVC), SIZED AS SHOWN ON THE PLAN, AND MANUFACTURED IN CONFORMANCE WITH ASTM-3034.
- 3. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURERS RECOMMENDATIONS.
- 4. ALL SEWER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 3.5 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 MAIN.
- 5. STRUCTURAL FILL, AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
- 6. PIPE BEDDING (AS DEFINED IN THE TYPICAL TRENCH SECTION) IN DRY TRENCH CONDITIONS SHALL MEET CDOT CLASS 6 SPECIFICATIONS. IN HIGH GROUNDWATER CONDITIONS, PIPE BEDDING SHALL BE 3/4" MINUS CRUSHED ROCK.
- 7. ALL SERVICE TAPS SHALL BE INSTALLED UTILIZING PREDCO HUB TAP SADDLES LOCATED 45° FROM THE VERTICAL CENTERLINE, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL CONTACT THE CITY OF SALIDA FOR INSPECTION PRIOR TO INSTALLING TAPS.
- 8. SERVICE LINES FOR INDIVIDUAL RESIDENCES SHALL BE PRESSURE RATED PVC SCHEDULE 40 UNLESS NOTED OTHERWISE.
- 9. PIPE DEFLECTIONS SHALL NOT EXCEED ONE-HALF OF THE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.
- 10. SEWER LINES SHALL HAVE A MINIMUM CLEARANCE FROM WATER 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 PER CITY OF SALIDA STANDARD DRAWING WS-01.
- 11. CONTRACTOR SHALL PROVIDE USERS A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
- 12. THE FOLLOWING ARE CONSIDERED MANDATORY INSPECTION POINTS FOR SEWER MAIN **CONSTRUCTION:**
 - A. TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
 - B. PIPE BEDDING PRIOR TO COVERING PIPE
 - C. COMPACTION OF STRUCTURAL FILL

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CITY OF SALIDA

AGENCY HEAD

N: 1255995.191 E: 2851670.743

BENCHMARK: #5 REBAR TOP ELEVATION 7197.46

APPROVED BY:

- D. CONCRETE ENCASEMENT FORMING PRIOR TO POURING CONCRETE
- E. CONCRETE ENCASEMENT PRIOR TO BACKFILL
- 13. NO OTHER UTILITIES TO BE PLACED IN SEWER LATERAL TRENCH.
- 14. TRACER WIRE SHALL BE INSTALLED ON ALL SEWER LINES. TRACER WIRE SHALL BE AWG 12 GAUGE WITH A SINGLE COPPER CONDUCTOR AND GREEN COLORED SHEATH.

INDEX MAP

SCALE: 1"=30' AT 24X36"

ISSUED FOR REVIEW 8/26/21

PRIVATE ENGINEER'S NOTES TO CONTRACTOR HE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR URTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR TRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. ONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB THE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND T BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE

THE OWNER OR THE ENGINEER.

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

WILLIAM BERNARD HUSSEY

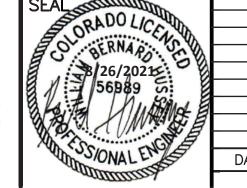
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L.C.E. NO.

CRABTREE GROUP, IN

EXP. DATE <u>10/31/21</u>

PREPARED BY: CRABTREE **GROUP** 325 D STREET SALIDA, CO 81201 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-539-1675 PH: 719-221-1799



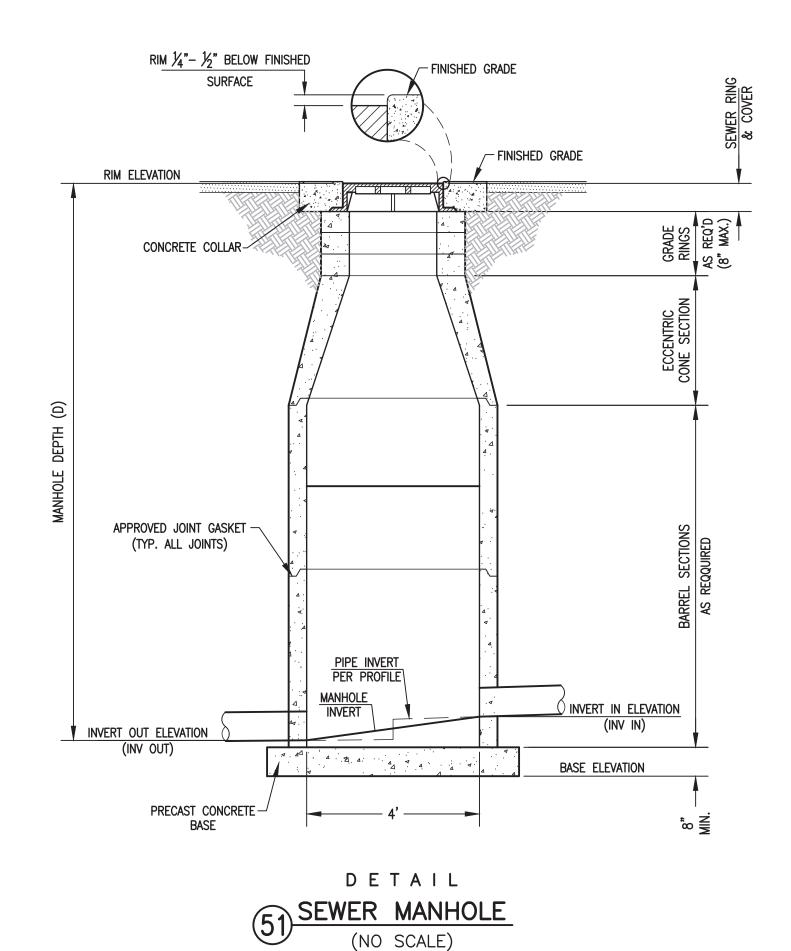
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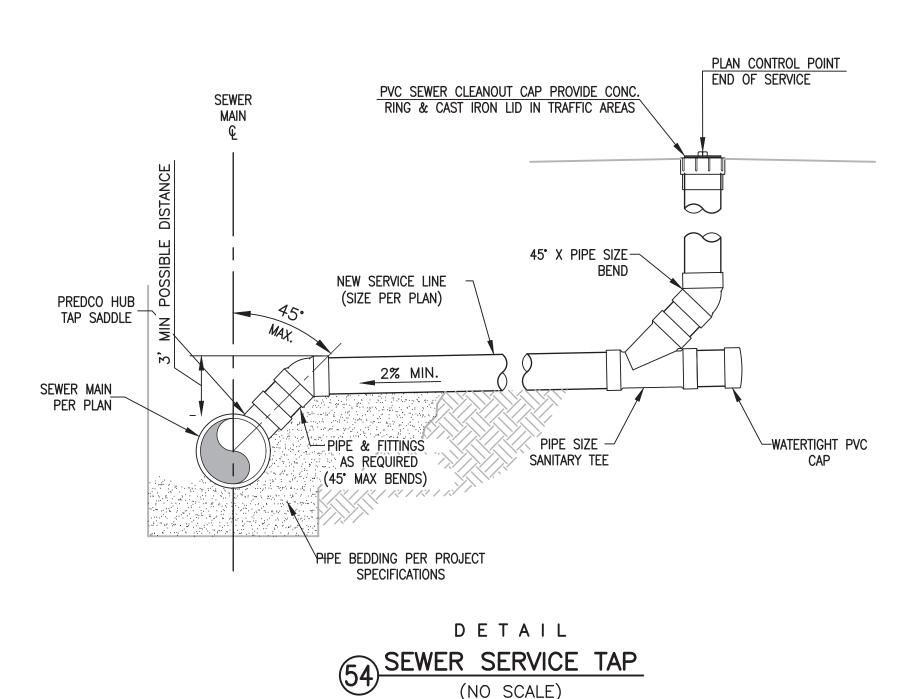
UPCHURCH SUBDIVISION SALIDA, CO

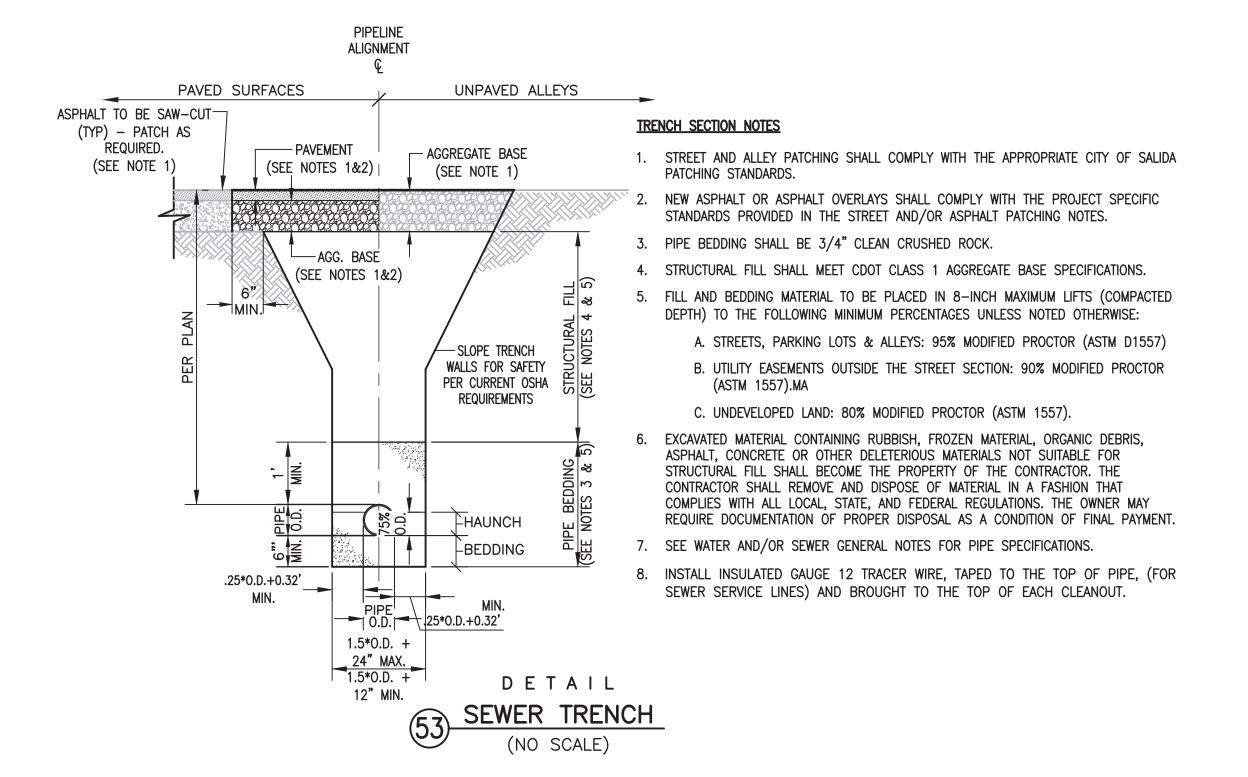
SEWER PLANS

SEWER COVER SHEET NOTES AND INDEX MAP

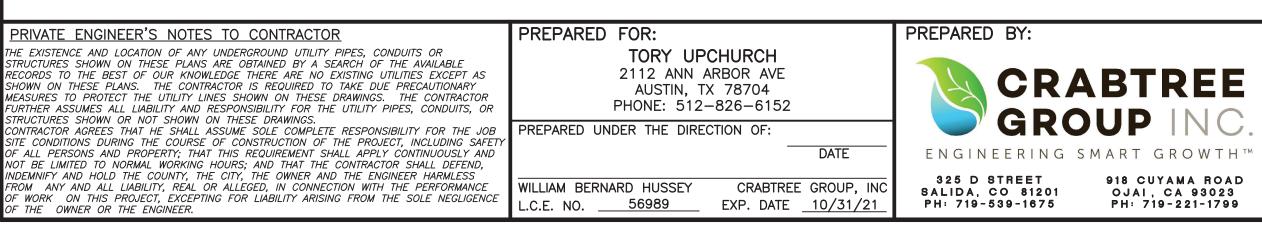
of <u>22</u> SHT PROJECT NO. 20036







ISSUED FOR REVIEW 8/26/21



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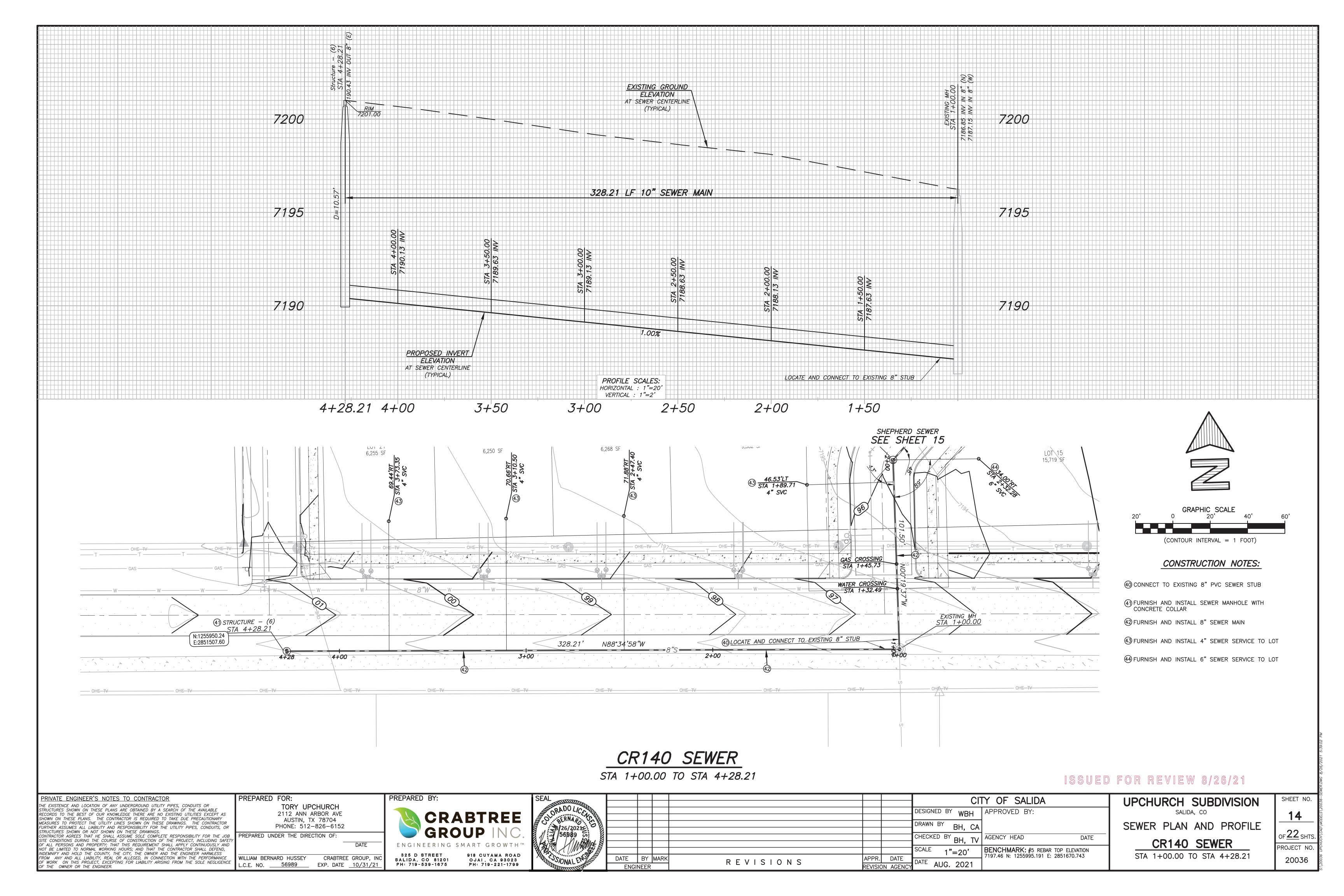
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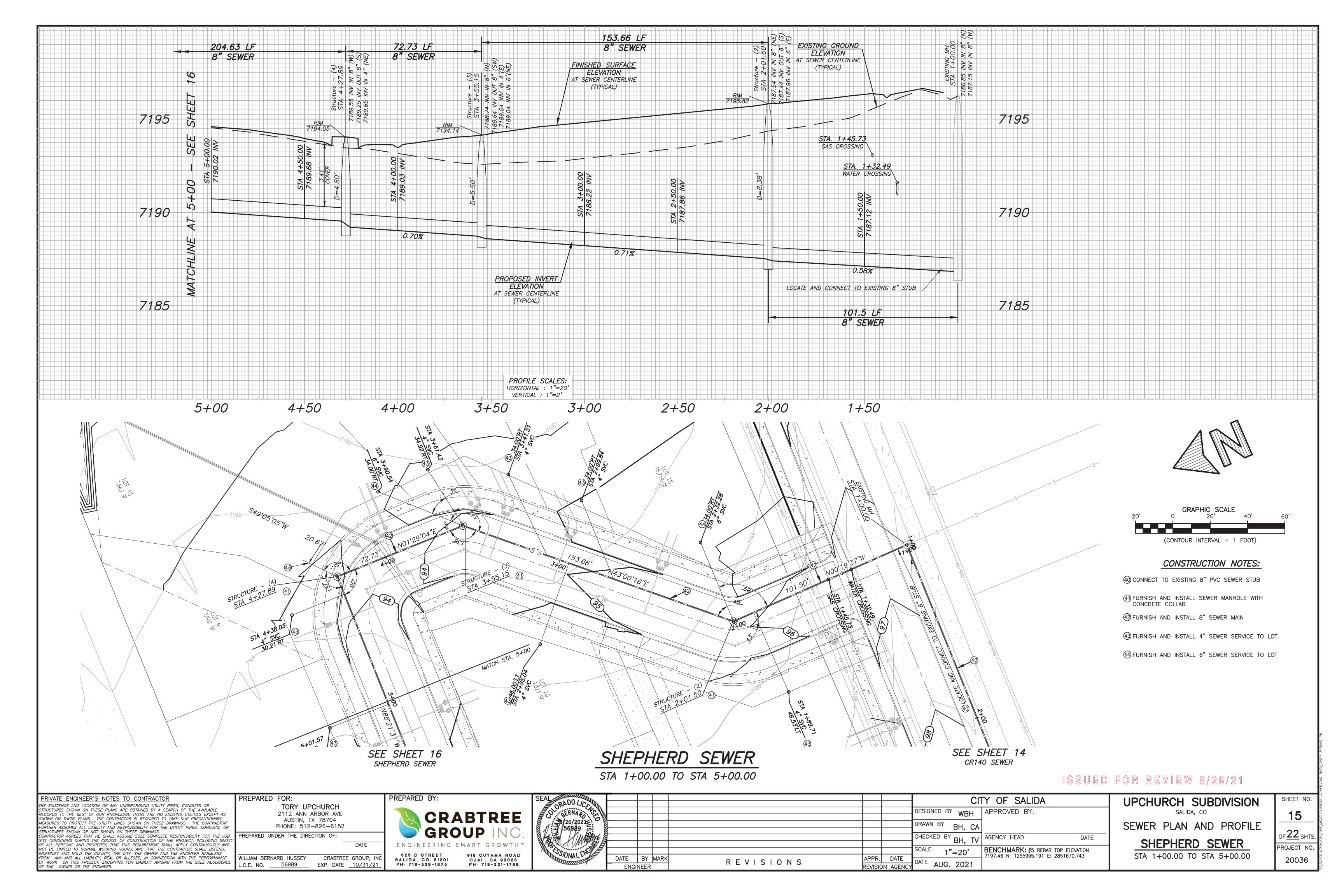
UPCHURCH SUBDIVISION

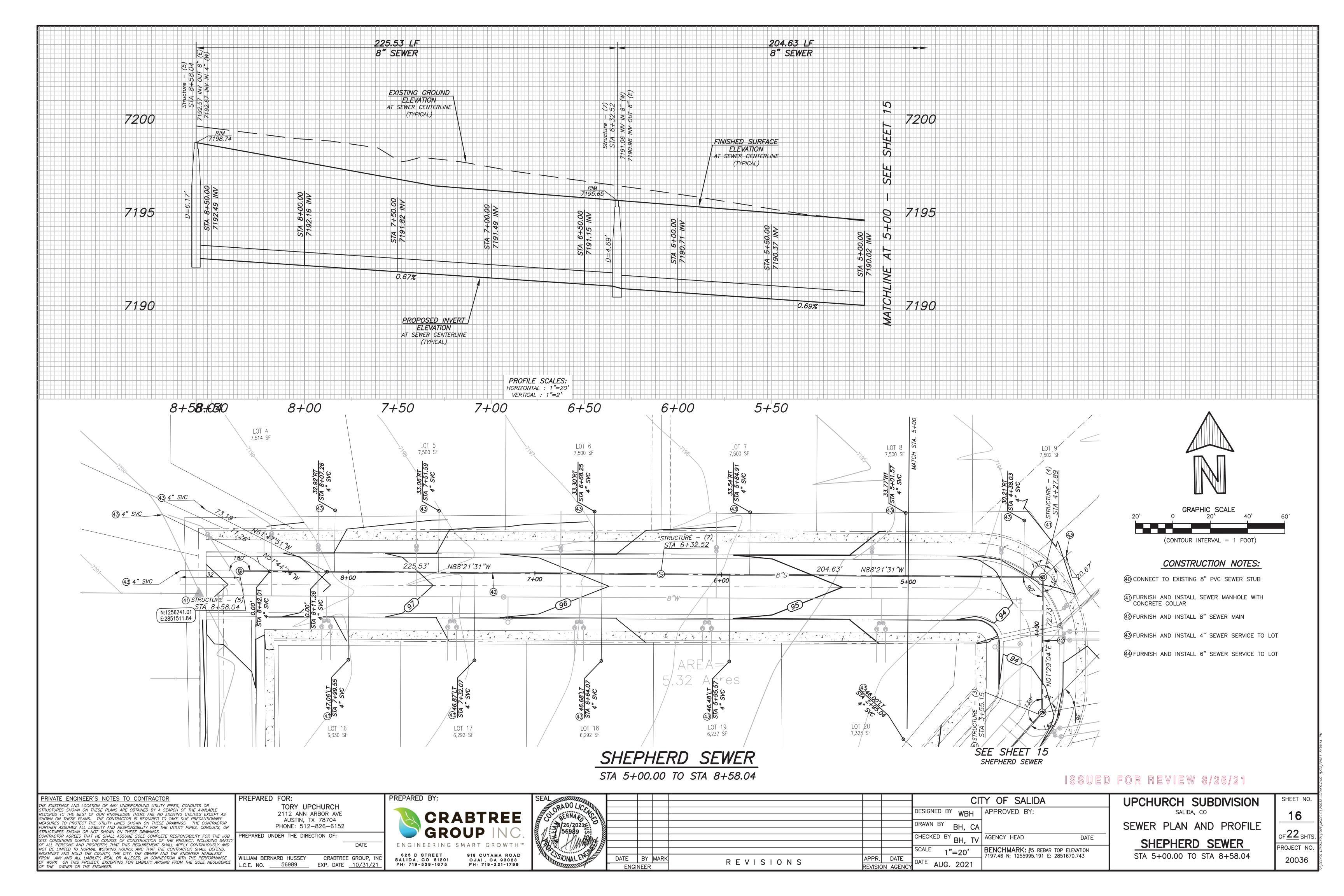
NOTES AND DETAILS

SHEET NO. SALIDA, CO SEWER PLANS SEWER DETAILS

of <u>22</u> SHTS PROJECT NO. 20036



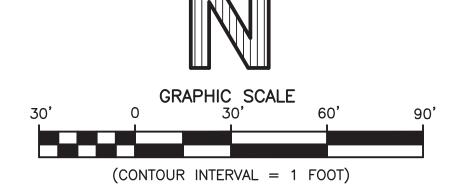


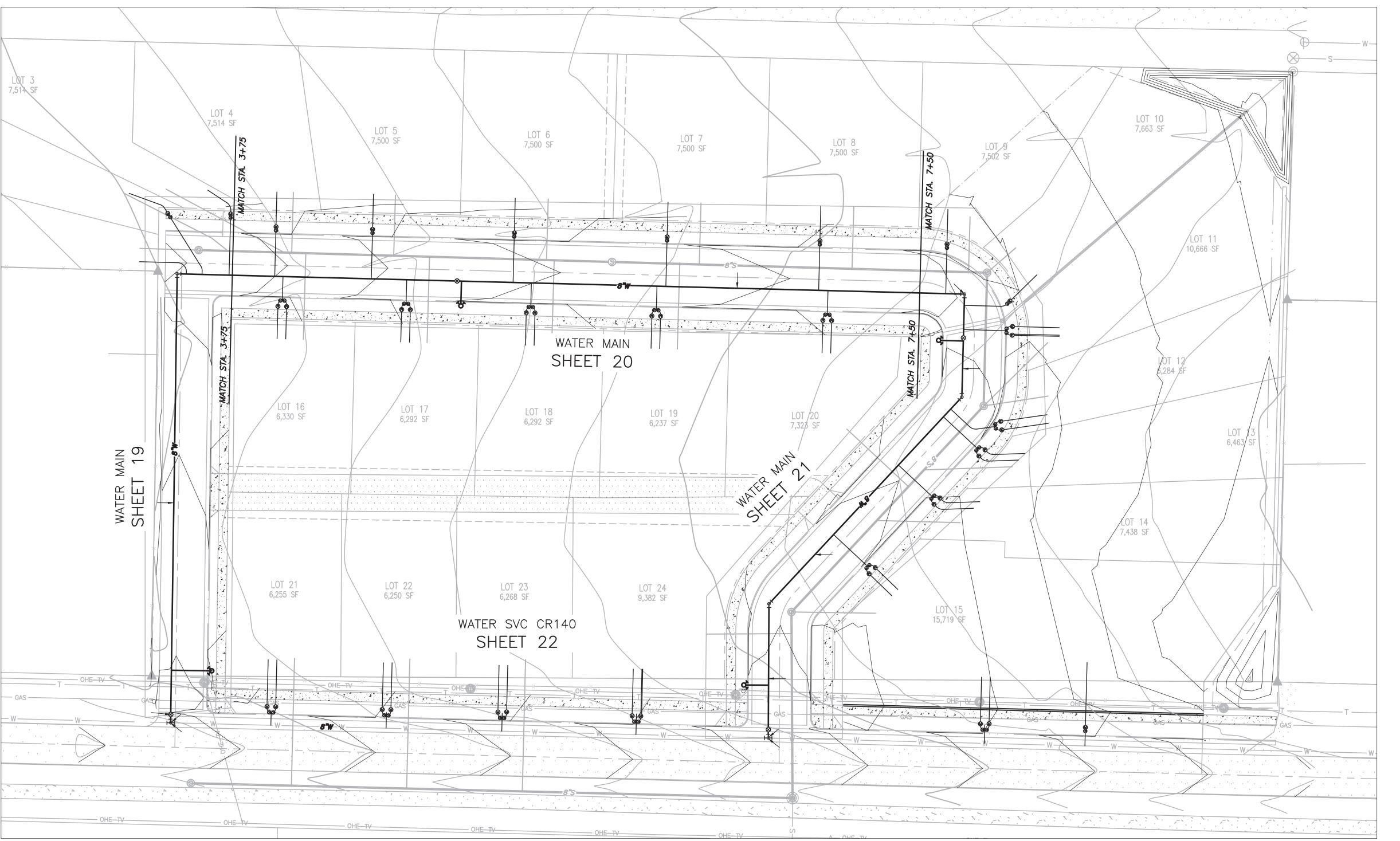


UPCHURCH SUBDIVISION

WATER PLANS

SALIDA, CO AUGUST, 2021





INDEX MAP

SCALE: 1"=30' AT 24X36"

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
- 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
- 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"
- 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
- 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
- 18. PIPE DEFLECTIONS SHALL NOT EXCEED ONE—HALF OF THE PIPE MANUFACTURER'S RECOMMENDED
- 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
- 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

RECOMMENDATIONS.

ISSUED FOR REVIEW 8/26/21

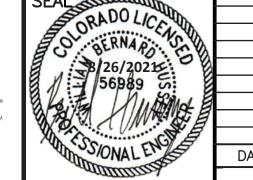
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THE OWNER OR THE ENGINEER.

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

PREPARED UNDER THE DIRECTION OF: CRABTREE GROUP, IN WILLIAM BERNARD HUSSEY L.C.E. NO. <u>56989</u> EXP. DATE <u>10/31/21</u>





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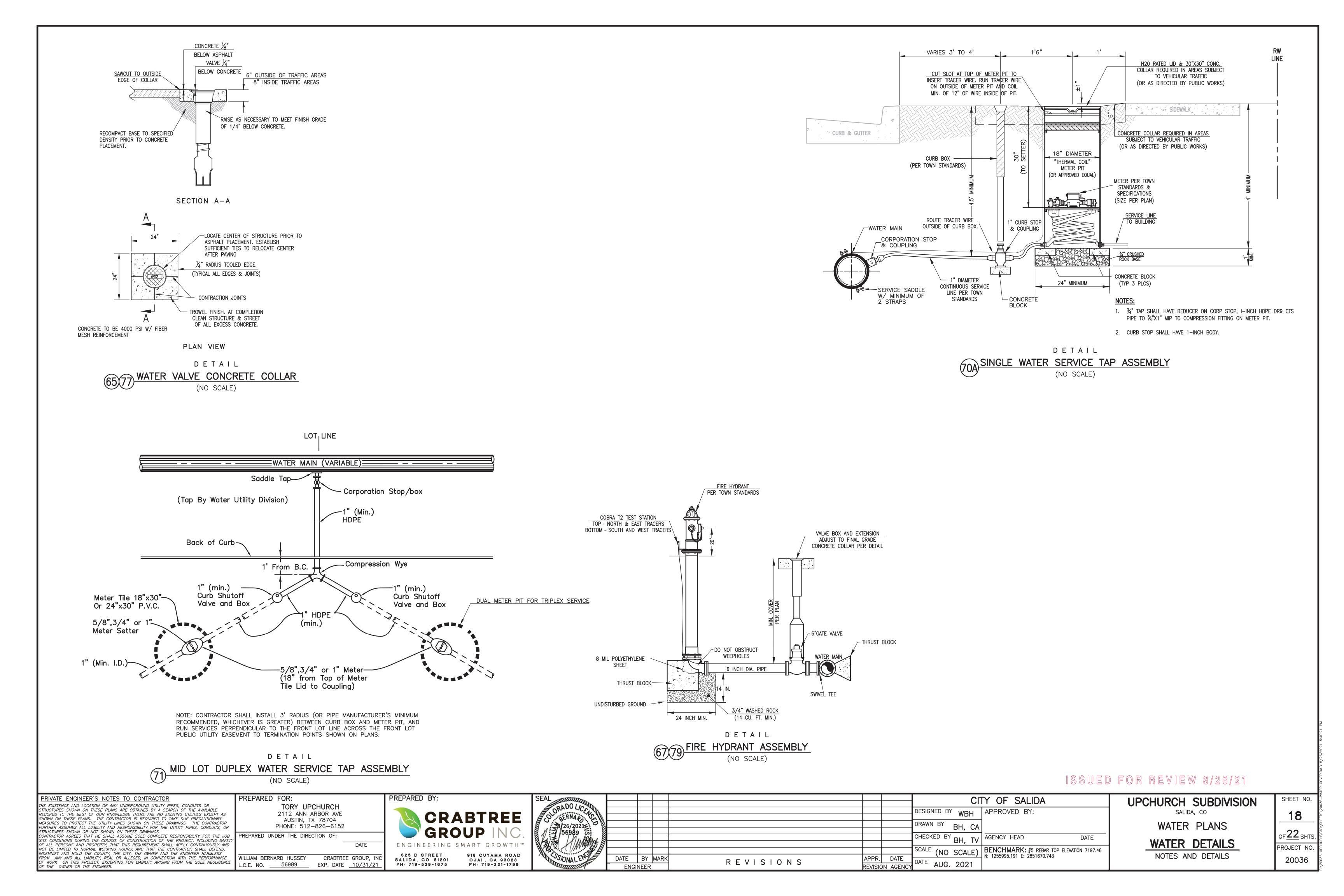
UPCHURCH SUBDIVISION SALIDA, CO

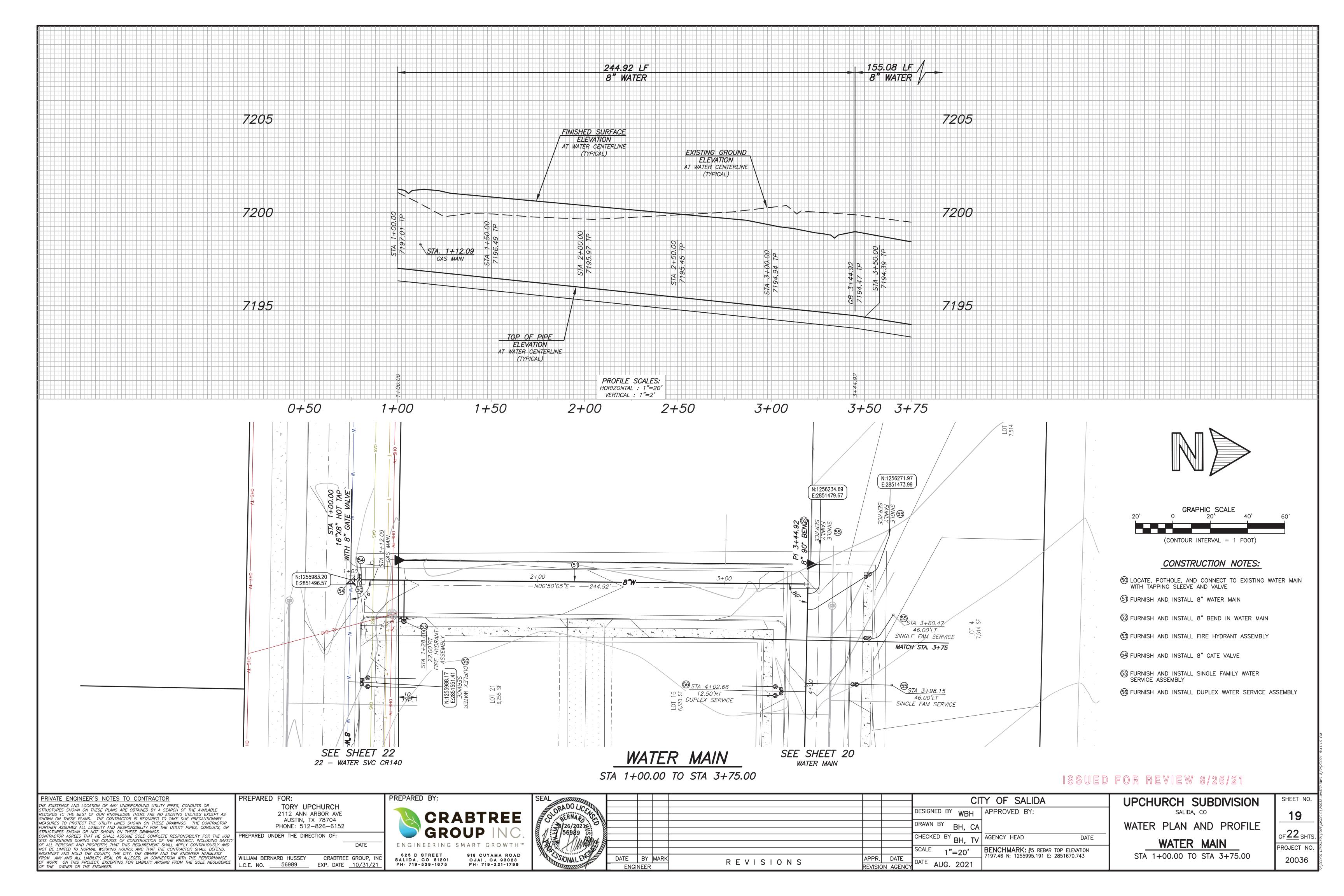
WATER PLANS

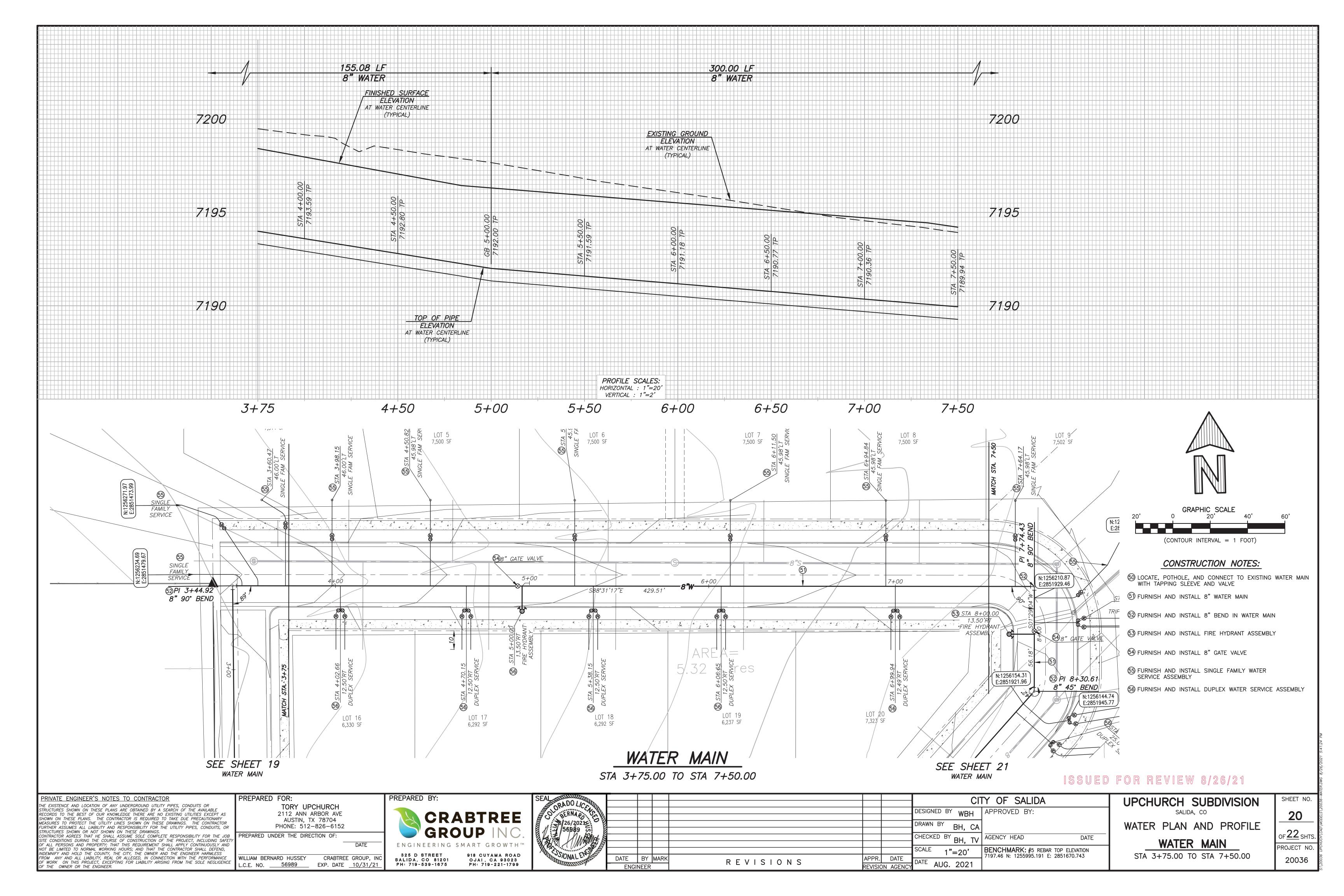
WATER COVER SHEET NOTES AND INDEX MAP

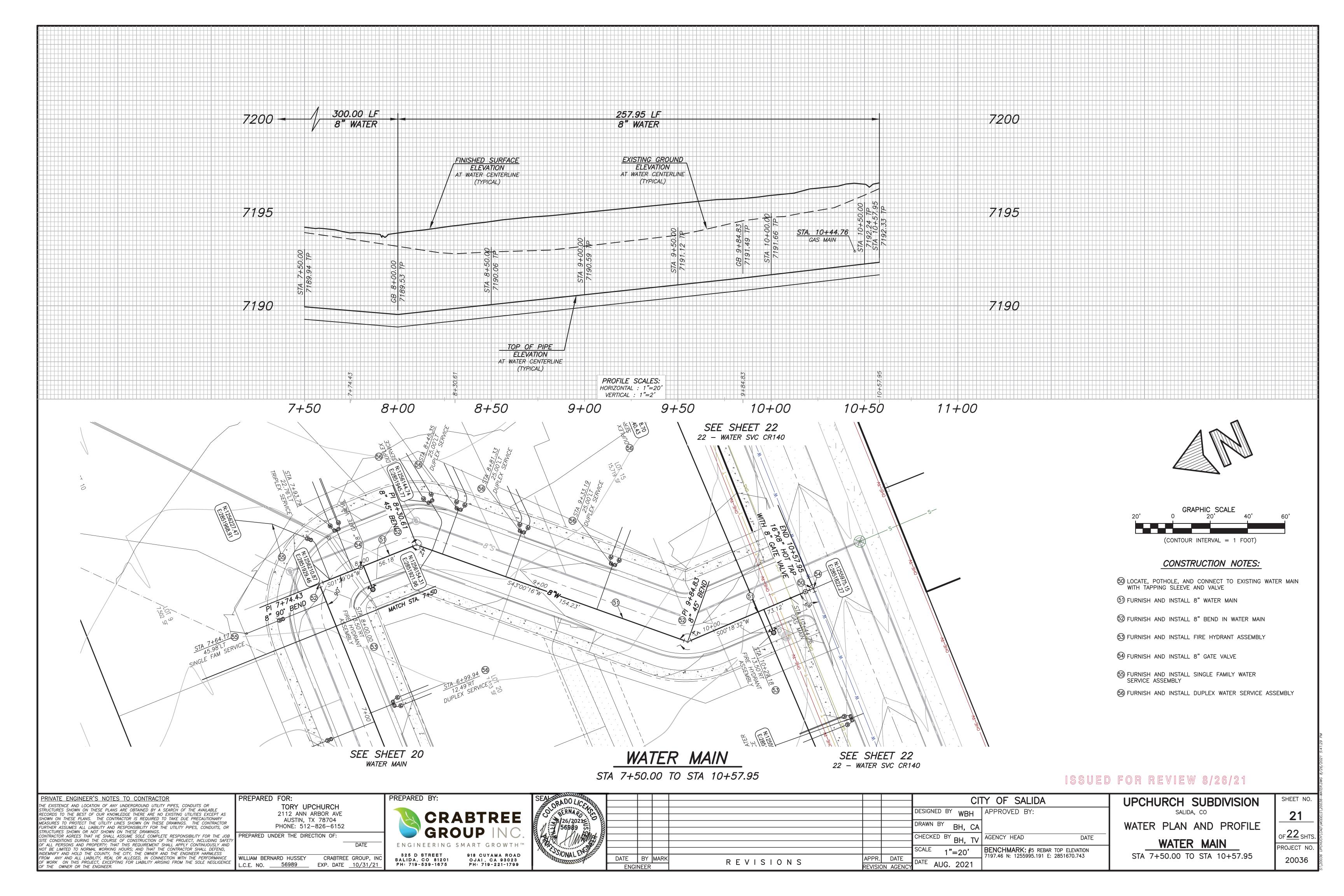
of <u>22</u> SHT PROJECT NO. 20036

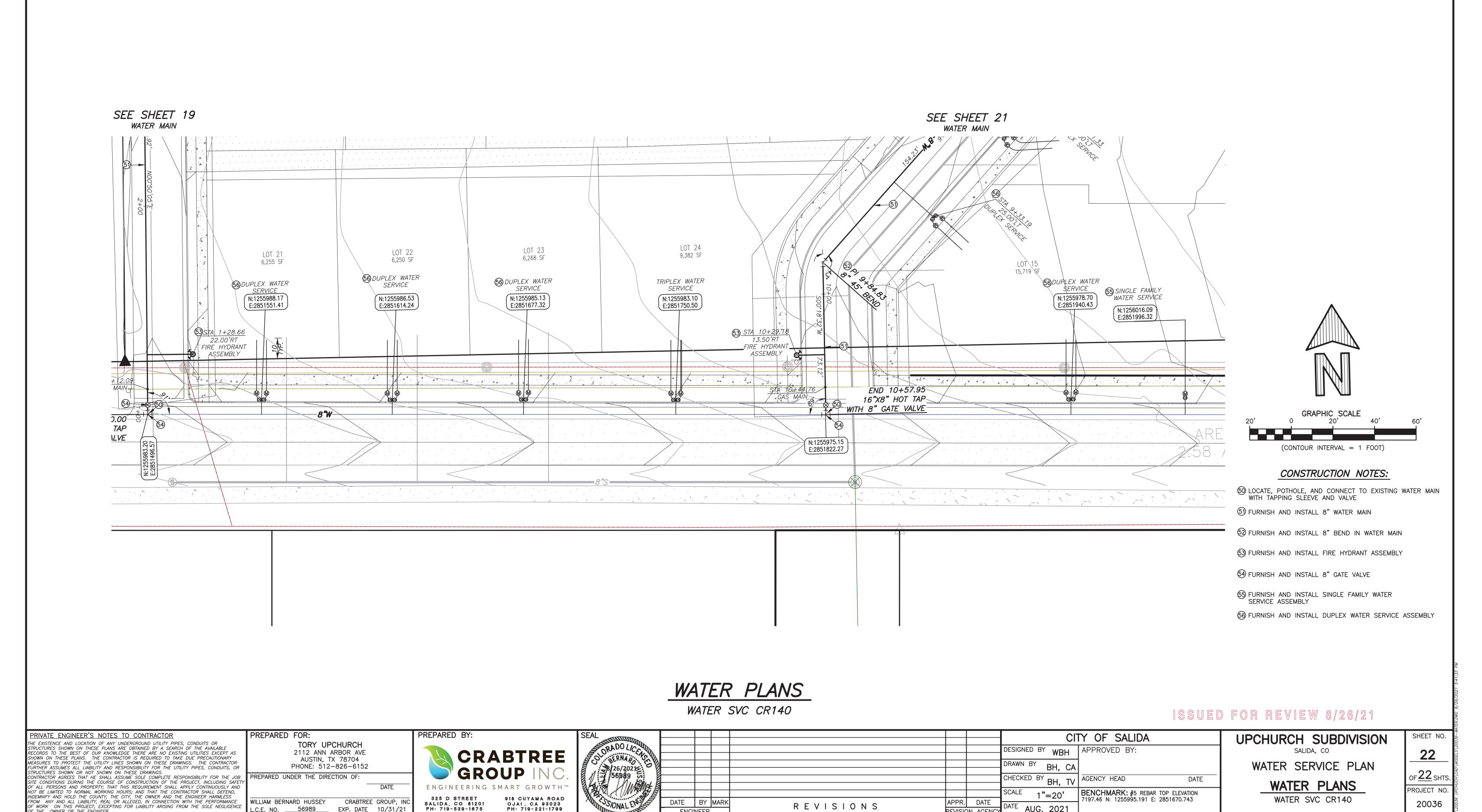
SHEET NO.











DATE BY MARK

ENGINEER

PREPARED UNDER THE DIRECTION OF:

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

WILLIAM BERNARD HUSSEY

THE OWNER OR THE ENGINEER.

CRABTREE GROUP, IN

325 D STREET SALIDA, CO 81201

PH: 719-539-1675

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

of <u>22</u> SHTS

PROJECT NO.

20036

WATER PLANS

WATER SVC CR140

AGENCY HEAD

AUG. 2021

APPR. DATE

REVISION AGENO

REVISIONS

BENCHMARK: #5 REBAR TOP ELEVATION

7197.46 N: 1255995.191 E: 2851670.743

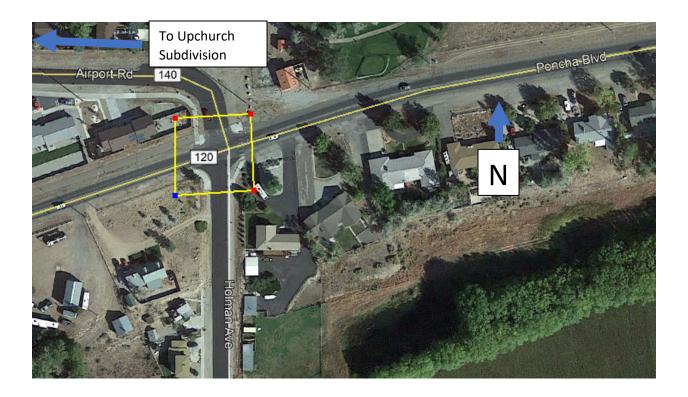
DATE

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															™ CR	ABTREE OUP INC.
Summary of Trip Generation) GR	SUP INC.
					Daily		AM P	eak-Ho	our Trip	Ends			PM P	eak-Ho	our Trip	Ends	
Land Use	ITE Code	Inten	sity	Rate	Trip			ı	n	0	ut			ı	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									
		Southbound Approach Total								
			78							
				1	41	36				
				SBR	SBS	SBL				
		4	EBL				WBR	18		
Eastbound Approach Total	69	49	EBS				WBS	34	128	Westbound Approach Total
		16	EBR				WBL	76		
				NBL	NBS	NBR				
				10	20	67				
					97					
	Northbound Approach Total									

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

	pm, existing									
			South	hboun	nd Approach Total					
					72					
				2	34	36				
				SBR	SBS	SBL				
		1	EBL				WBR	36		
Eastbound Approach Total	68	50	EBS				WBS	55	205	Westbound Approach Total
		17	EBR				WBL	114		
				NBL	NBS	NBR				
				3	41	111				
					155					
			North	nboun	aaA br	roach	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.

AM Peak Hour, Postdevelopment									
		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. A Study of Four-Way Stop Intersection Capacities. In Highway Research Record 27, HRB, National Research Council, Washington, D.C., 1963.

	Average Intersection Service Time (seconds/vehicle)								
	AM Peak Hour	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.

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

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

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

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

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

Conclusion

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



JOB NUMBER: JOB TITLE:

OBSERVER:

OBSERVER PHONE #: OBSERVER LOCATION:

20036 INTERSECTION: **UPCHURCH** 8:00 TIME:

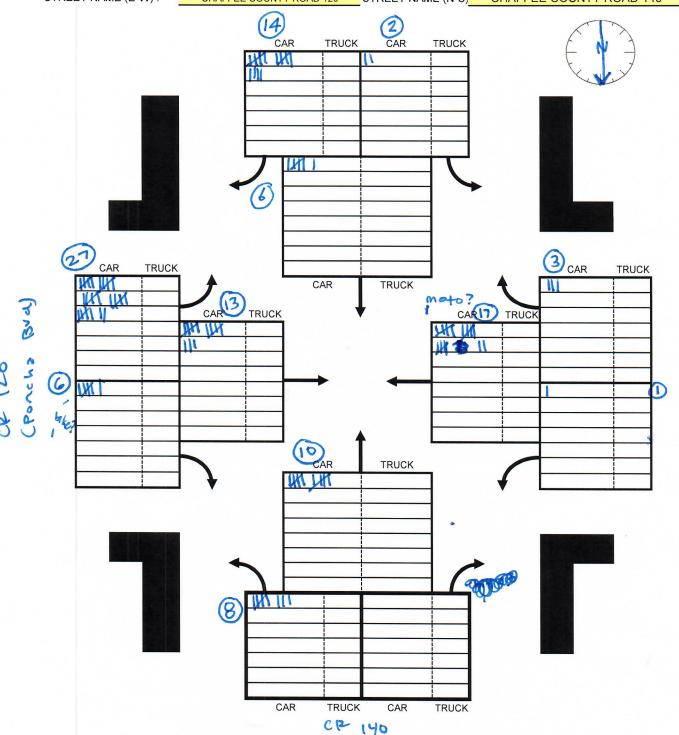
CECILY ANDERSON DAY: (719) 539-1675 DATE: E Corner

WEATHER:

CR 120/CR 140 TOTAL TO: TUESDAY 7/13/2021 C001

cloudy

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



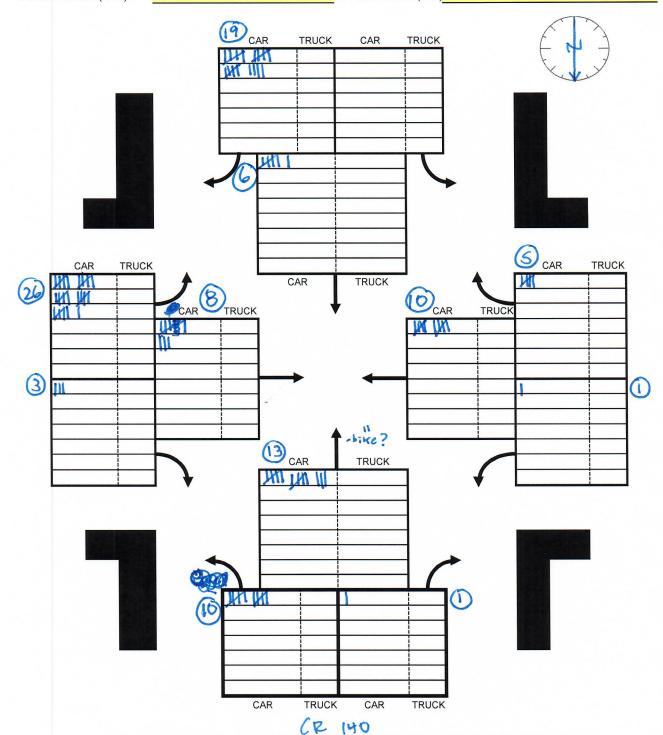
325 D Street, P.O. Box 924, Salida, CO 81201, TEL 719-539-1675, FAX 719-539-1676 308 South Ventura Street, Ojai, CA 93023, TEL 805-640-3075, FAX 805-640-3075 pcrabtree@CrabtreeGroup.net, WWW.CrabtreeGroup.net

(Airport Pd)



JOB NUMBER: 20036 INTERSECTION: CR 120/CR 140 TO: **UPCHURCH** JOB TITLE: TIME: TUESDAY **CECILY ANDERSON OBSERVER:** DAY: 7/13/2021 **OBSERVER PHONE #:** (719) 539-1675 DATE: **OBSERVER LOCATION:** WEATHER:

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



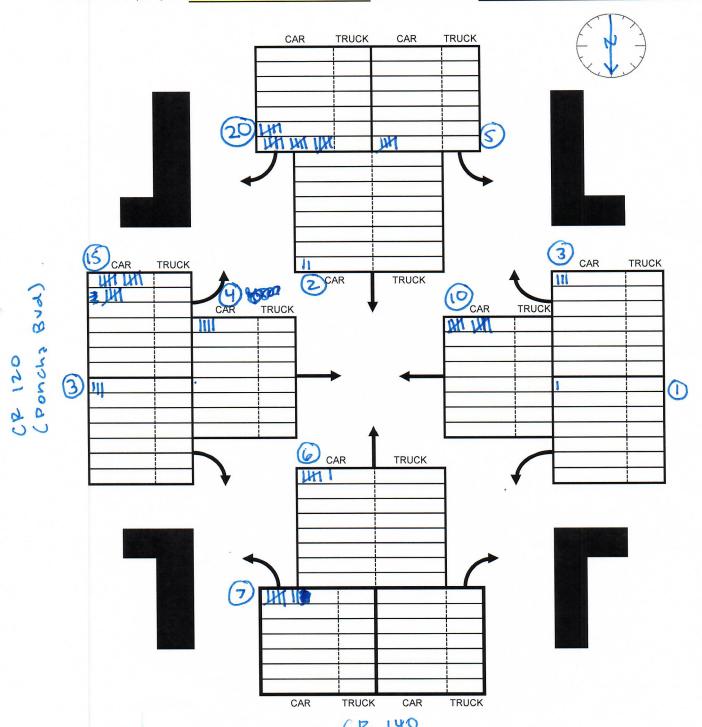
325 D Street, P.O. Box 924, Salida, CO 81201, TEL 719-539-1675, FAX 719-539-1676 308 South Ventura Street, Ojai, CA 93023, TEL 805-640-3075, FAX 805-640-3075 pcrabtree@CrabtreeGroup.net, WWW.CrabtreeGroup.net

(Airport Rd)



INTERSECTION: CR 120/CR 140 20036 JOB NUMBER: **UPCHURCH** TO: TIME: JOB TITLE: **CECILY ANDERSON** TUESDAY DAY: **OBSERVER:** 7/13/2021 (719) 539-1675 DATE: **OBSERVER PHONE #:** WEATHER: C001 cloudy, OBSERVER LOCATION: Corner

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

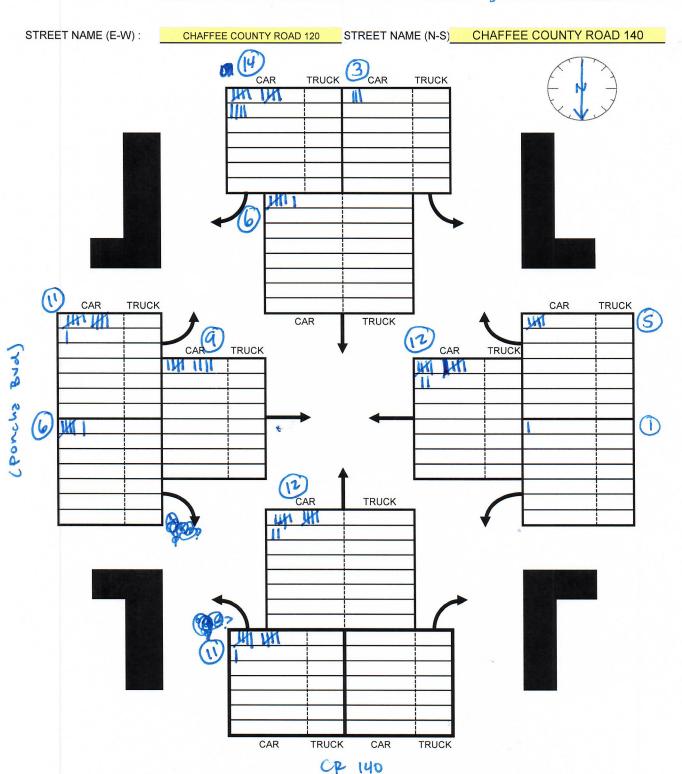


325 D Street, P.O. Box 924, Salida, CO 81201, TEL 719-539-1675, FAX 719-539-1676 308 South Ventura Street, Ojai, CA 93023, TEL 805-640-3075, FAX 805-640-3075 pcrabtree@CrabtreeGroup.net, WWW.CrabtreeGroup.net

(Airport 2d)



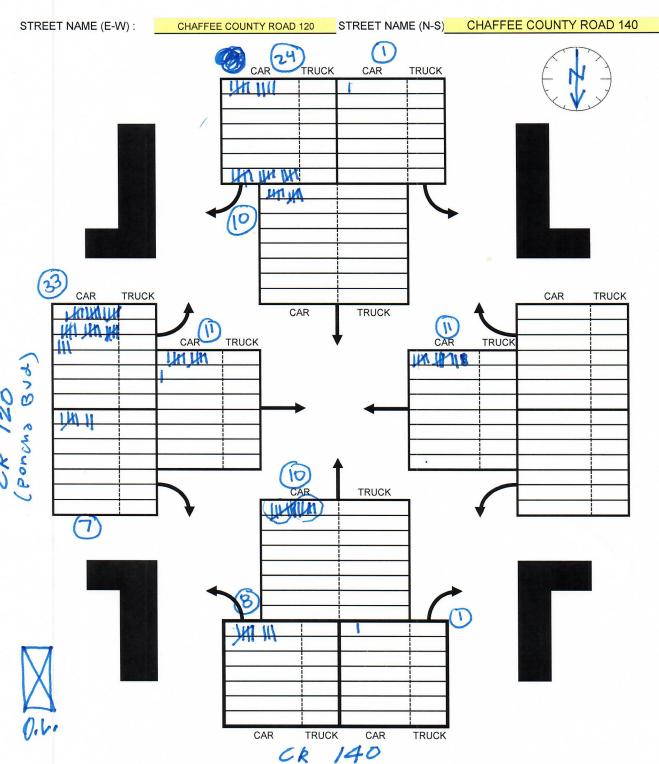
JOB NUMBER: 20036 INTERSECTION: CR 120/CR 140 **UPCHURCH** JOB TITLE: TIME: TO: **CECILY ANDERSON** TUESDAY OBSERVER: DAY: 7/13/2021 (719) 539-1675 **OBSERVER PHONE #:** DATE: OBSERVER LOCATION: WEATHER: chordy



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



JOB NUMBER: 20036 INTERSECTION: CR 120/CR 140 JOB TITLE: **UPCHURCH** TIME: TO: **OBSERVER: CECILY ANDERSON** DAY: MONDAY (719) 539-1675 7/12/2021 **OBSERVER PHONE #:** DATE: CORNER PARTLY **OBSERVER LOCATION:** WEATHER:



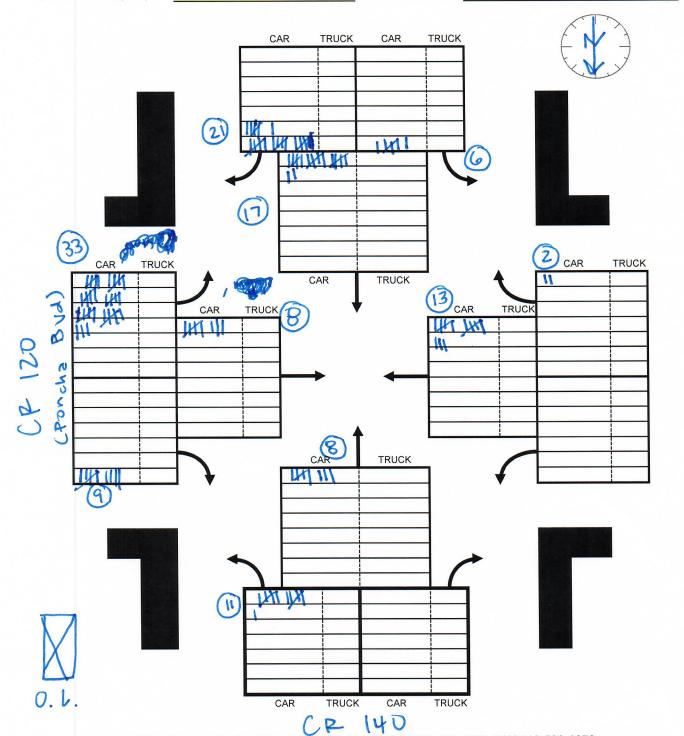
325 D Street, P.O. Box 924, Salida, CO 81201, TEL 719-539-1675, FAX 719-539-1676 308 South Ventura Street, Ojai, CA 93023, TEL 805-640-3075, FAX 805-640-3075 pcrabtree@CrabtreeGroup.net, WWW.CrabtreeGroup.net

(Airport Rd)



20036 INTERSECTION: CR 120/CR 140 JOB NUMBER: **UPCHURCH** TO: JOB TITLE: TIME: MONDAY **CECILY ANDERSON OBSERVER:** DAY: 7/12/2021 (719) 539-1675 DATE: **OBSERVER PHONE #:** WEATHER: **OBSERVER LOCATION:**

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



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

(Airport Pd)



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

CHAFFEE COUNTY ROAD 140 STREET NAME (N-S) STREET NAME (E-W): CHAFFEE COUNTY ROAD 120 3 CAR TRUCK CAR TRUCK IM IM 111 IW 5 रिष्ठ TRUCK CAR TRUCK CAR TRUCK CAR TRUCK TRUCK CAR CAR **TRUCK** 9 CAR TRUCK CAR **TRUCK**

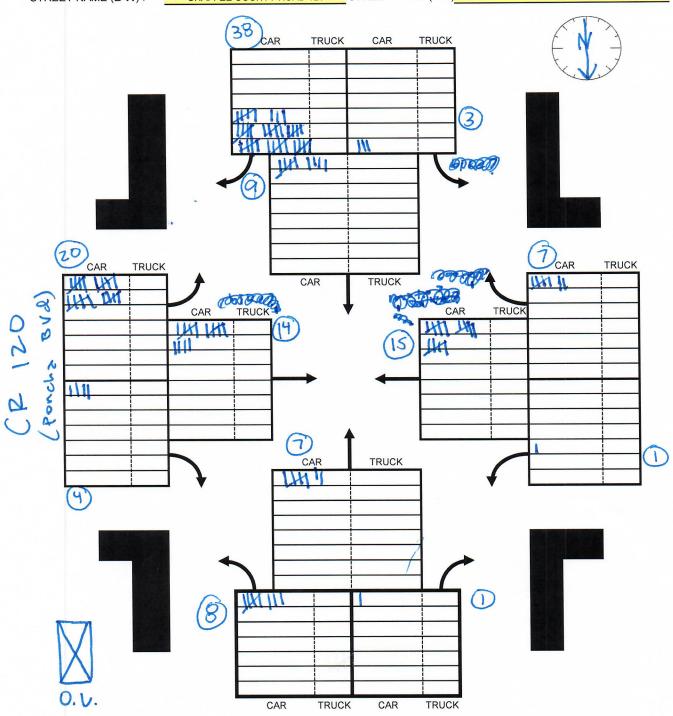
> 325 D Street, P.O. Box 924, Salida, CO 81201, TEL 719-539-1675, FAX 719-539-1676 308 South Ventura Street, Ojai, CA 93023, TEL 805-640-3075, FAX 805-640-3075 pcrabtree@CrabtreeGroup.net, WWW.CrabtreeGroup.net

> > (Airport Rd)



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

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



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

(Airport Pd)

472070 7/7/2021 10:10 AM 1 of 16 AGR R\$88.00 D\$0.00 **472250** 4 of 19

7/13/2021 1:29 PM ORD R\$103.00 D\$0.00 Lori A Mitchell Chaffee County Clerk

UPCHURCH ANNEXATION AGREEMENT

Lori A Mitchell

Chaffee County Clerk

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 "Parties."

Section 1 - Recitals

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

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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 herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 - Definitions

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

- 2.1 "Agreement" means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 "Annexation Act" means sections 31-12-101 through 123, Colorado Revised Statutes.
- 2.3 "Annexation Petition" means the Petition for Annexation of the Property filed of record with the City Clerk on December 14, 2020.
- 2.4 "Annexor" means Tory and Clee Upchurch, and the successor(s), assigns and agent(s).
- 2.5 "City" means the City of Salida, a Colorado statutory City.
- 2.6 "City Code" means the City of Salida Municipal Code (SMC).
- 2.7 "City Council" means the City Council of the City of Salida, Colorado.
- 2.8 "CR" means County Road.
- 2.9 "<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 "Reimbursable Costs and Fees" means all fees and costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City's drafting, review, and execution of this Agreement.

Section 3 - Purpose of Agreement and Binding Effect

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

Section 4 - Annexation of Property

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

Section 5 - Terms and Conditions for Annexation of Property

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

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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 drast 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:

472070 7/7/2021 10:10 AM 6 of 16 AGR R\$88.00 D\$0.00 Lori A Mitchell Chaffee County Clerk 472250 7/13/2021 1:29 PM 9 of 19 ORD R\$103.00 D\$0.00

Lori A Mitchell Chaffee County Clerk

- 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.



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

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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 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees").
 - 5.7.1.1 The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.7 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

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

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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.

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- 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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Lori A Mitchell Chaffee County Cler

sufficient evidence when recorded that the default has been cured.

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

Section 8 - Indemnification and Release

8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado, unless such representations are specifically approved in writing by the City Administrator's office or the City Council. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction.

8.2 <u>Indemnification</u>.

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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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 Annexor's Representations. All written representations of the Annexor, as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 <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.
- Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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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 81201

Notice to the Annexor:

Tory and Clee Upchurch 2112 Ann Arbor Avenue

Austin, TX 78704

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that 9.10 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 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 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above. By ATTEST: City Clerk STATE OF COLORADO **COUNTY OF** Acknowledged, subscribed, and sworn to before me this 22 nd day of April 2021 by Dan Shore Pro-tem, as Mayor, and by Erin Kelley, as Clerk, on behalf of the City of Salida, Colorado. WITNESS my hand and official seal. My Commission expires: April 15, 2025. **Notary Public** Kristi A. Jefferson **NOTARY PUBLIC** TORY AND CLEE UPCHURCH STATE OF COLORADO NOTARY ID 20094011745 MY COMMISSION EXPIRES April 15, 2025 By Tory Upchurch Che aprhanch By Clee Upchurch STATE OF TEXAS) ss. **COUNTY OF TARRANT**

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Lori A Mitchell Chaffee County Clerk

Acknowledged, subscribed, and sworn to before me this <u>26th</u> day of <u>April</u> **202**1 by Tory Upchurch, as Annexor of the Property.

WITNESS my hand and official seal.	South Control	John D Clark
My Commission expires: 03/18/2024		ID NUMBER 132409179
ODC -	01	COMMISSION EXPIRES March 18, 2024

Notary Public
Notarized online using audio-video communication

STATE OF Florida)
) ss
COUNTY OF Escambia)

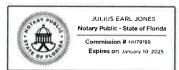
Acknowledged, subscribed, and sworn to before me this <u>26th</u> day of <u>April</u> 2021 by Clee Upchurch, as Annexor of the Property.

WITNESS my hand and official seal. My Commission expires: 01/10/2

fillies core jour

Julius Earl Jones

Notary Public



Notarized online using audio-video communication

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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

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**

RS & TRUCKS

Classic Car for Sale k Special, 4-door, straight 8. re-upholstered, all original. es. Bought from original owner. y & tires. Runs. Asking \$5200. ohnson Village, near the truck-19-966-9273

e Ram Pickup. 6-cylinder auod tires, Deluxe cap, body in tion, 169K miles. Runs great. ,000. Call 719-395-8121

ITY TRAILERS

Wells Cargo closed Trailers lany sizes... ow Prices... in' Post Trailers tchinposttrailers.com 19-748-8333 ake George

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

out lightweight, GVW

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

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



THE NEWSPAPER.

VS - SPORTS - ENTERTAINMENT

10UNTAIN MAIL 9-539-6691

Legal Notice

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

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

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

PUBLIC NOTICE
NOTICE TO CREDITORS
Estate of Velda Counter a/k/a Velda M. Counter, Deceased

Case Number 2021PR30020 All persons having claims against the above named estate are required to present them to the personal representative or to District Court of CHAFFEE, County, Cotorado on or before JANUARY 24, 2022, or the claims may be forever barred.

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

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

PUBLIC NOTICE NOTICE TO CREDITORS Estate of Thomas Arthur Crocombe a/k/a Thomas A. Crocombe, Deceased Case Number 2021PR30021

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of CHAFFEE, County, Colorado on or before JANUARY 24, 2022, or the claims

Floy Winona Nicks c/o Jenna L. Mazzucca Esq., PC 1604 H Street Salida, CO 81201 Jenna L. Mazzucca, Esq. PC Jenna L. Mazzucca 1604 H Street Salida 1604 H Street Salida, CO 81201 719-207-4279 Fax # 719-539-3020 Atty Reg# 40027 Atty negr 4002/ Attorney for Floy Winona Nicks Published in The Mountain Mail August 27 and September 3 and 10, 2021

PUBLIC NOTICE Updated Notice

Notice is hereby given that the Chaffee County Planning Commission will hold a Public Hearing to consider the following

Name of Project: Martellaro-Veltri Minor

Subdivision Final Plat
Applicants: Marc Martellaro & Justin Veltri
Location: 7476 County Road 145, Salida

Zone: Residential
Request: To subdivide approximately
16.9 acres into four (4) lots ranging in size
from 3.6 to 5.5 acres. Wells and on-site
wastewater treatment systems will serve the
property. Proposed access will be from two
points off County Road 145. A request for a
waiver to Section 7.4.2 D1 to allow a second

waiver to Section 7.4.2 D1 to allow a second driveway to be constructed onto County Road 145 is included in the application. Board of Commissioners Hearing: Tuesday, October 5, 2021. Land use hearings start at 9.15 a.m., and are held in the Commissioner's Meeting Room, 104 Crestone Ave., Salida. Connect to the Zoom Meeting: https://zoom.us/i/109079543. Additional information regarding the specifics of this application is available.

for public inspection in the Development Services Office, 104 Crestone Ave. Salida or at the Buena Vista Annex, 112 Linderman Ave and on the Chaffee County web page at www.chaffeecounty.org on the Planning & Zoning home page. If you have any concerns or comments, you may contact staff, write a letter, or present your concerns at the public meeting via Zoom so your comments can be made part of the record Letters or emails need to arrive the Friday. Letters or emails need to arrive the Friday before the hearing by 12:00 noon to allow sufficient time for the Board or Commissions

sufficient time for the goald of commission to read your letter.

Please note that it is inappropriate to personally contact individual County Commissioners or Planning Commission members while an application is pending. Such contact is considered ex parte communication and will have to be disclosed and at the public hearings on the matter. as part of the public hearings on the matter. Approval of the subject application or development may result in the establishment of a vested property right. Published in The Mountain Mail September

3, 2021

PUBLIC NOTICE
SALE NOTICE
SALE NOTICE
TIMBER FOR SALE, UNITED STATES
DEPARTMENT OF THE INTERIOR, BUREAU
OF LAND MANAGEMENT, SEALED BIDS
as hereinafter designated will be received
by the Field Office Manager, Bureau of
Land Management, 3028 East Main,
Canon City, Colorado 81212-9326, prior
to 10:00 a.m., MOUNTAIN Davight TIME,
on Wednesday, September 8th, 2021 for
all timber and Products Other than Logs
marked or designated for cutting. Before
bids are submitted, full information marked or designated for cutting. Before bids are submitted, full information concerning the timber, the conditions of sale, and submission of bids should be obtained from the BLM forester, Jeremiah Moore at 719-269-8576. The right is hereby reserved to waive technical defects in this notice and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States interest of the United States.

interest of the United States.
All timber designated for cutting on specified Federal lands: T.50N., R11E., Sections 19 & 20. 6th PM, estimated for purposes of this sale to be 880 MBF of sawtimber. No bids for less than \$5,000 will be considered. Minimum deposit with bid is \$1000.00, Published in The Mountain Mail September 3, 2021

PUBLIC NOTICE NOTICE TO CREDITORS Estate of B.J. Kirkwood a/k/a Beverley J. Kirkwood a/k/a Beverley John Kirkwood, Deceased

Case Number 2021PR30016 All persons having claims against the above named estate are required to present them to the personal representative or to District Court of CHAFFEE, County, Colorado on or before February 7, 2022, or the claims may be forever barred.

Clayton Kirkwood, C/O Jenna L. Mazzucca, Esq., PC 1604 H Street

Jenna L. Mazzucca, Esq., PC Jenna L. Mazzucca, Esq., PC Jenna L Mazzucca 1604 H Street 719-207-4279
Fax #: 719-539-3020
Jenna@mazzuccalaw.com Atty Reg # 40027 Attorney for Personal Representative, Clayton Kirkwood Published in The Mountain Mail September

PUBLIC NOTICE

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

located between County Road 140 and County Road 141, legally known as a Tract in the SE ½ SW ½ of Section 31 T50N R9E of the N.M.P.M., Chaffee County, Colorado (the "Upchurch Annexation" site). The application has been submitted by Tory and Clee Upchurch. The applicants are requesting to split the 5.32 acre property (zoned Medium-Density Residential, R-2) into 24 lots. Interested persons are encouraged to attend

Interested persons are encouraged to attend the public hearing. Further information on the application may be obtained from the City of Salida Community Development

Department. Published in The Mountain Mail September

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